IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. OF 2026
(Arising out of SLP(C) No.2793 of 2026)

MANOJ **APPELLANT**

VERSUS

SUSHMABAI & ANR. **RESPONDENTS**

R1 : SUSHMABAI

R2 : IFFCO TOKIO GENERAL INSURANCE COMPANY LTD.

O R D E R

Heard learned counsel for the parties.

2. Leave granted.

3. The present appeal arises out of the impugned order dated 11.03.2025 passed by the High Court of Madhya Pradesh at Jabalpur in Misc. Appeal No.5927 of 2024, by which the appeal filed by the appellant, who is the owner and driver of the offending vehicle, against the award dated 15.09.2023 passed by the Second Member, Motor Accident Claims Tribunal, Khandwa, Madhya Pradesh (for short, the "MACT") in MACC/261/2022 fastening liability on him while exonerating the respondent no.2-Insurance Company to pay the compensation amount of Rs.9,94,056/- (Rupees Nine Lakhs Ninety Four Thousand Fifty Six) to the respondent no.1-claimant along with interest @6 per cent per annum, has been dismissed.

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Date: 2026.10.15 17:00:11 IST
Reason:

4. Learned counsel for the appellant submitted that the core issue, which the Court is required to go into is as to whether the insurance policy covered a person other than the driver on the vehicle, who has met with an accident. It was contented that from the Registration Certificate Book of the vehicle, it is clear that the seating capacity is 1+1. Thus, the contention of the respondent no.2-Insurance Company that the insurance policy covered only one person, which would mean the driver alone and fastening the liability on the appellant, was not proper. Learned counsel for the appellant submitted that from bare perusal of the insurance policy though the endorsement is that the seating capacity was one but the same column indicates that it was as per the Registration Certificate Book, which is factually incorrect for the reason that the Registration Certificate Book indisputedly records that the seating capacity was 1+1. It was contented that the insurance policy is done after looking at the Registration Certificate Book and being satisfied that the vehicle is fit to be insured, an insurance policy is granted by the respondent no.2-Insurance Company and in the present case, even if there has been a recording with regard to the seating capacity of being one, the same being factually incorrect, the liability for the same cannot be fastened on the appellant, who in good faith had produced the Registration Certificate Book before the respondent no.2-Insurance Company for insuring the vehicle in question. It was further contented that in the present case, the other person was travelling on the tractor and upon falling down from the tractor, his head came under the wheels of the tractor itself. Thus,

according to the learned counsel for the appellant, the chain of events are complete inasmuch as, the cause of the accident was the vehicle and the deceased was travelling on the vehicle and the death also occurred due to the vehicle itself. It was contended that in such view of the matter, taking a technical view with regard to a beneficial legislation regarding insurance, where a common man is protected for any adverse circumstances, which may befall him or her in future and paying a premium for the same, on such technicalities that too which are not supported by facts, the Court may interfere and not fasten the liability for payment on the appellant.

5. Learned counsel for the respondent no.2-Insurance Company submitted that the insurance policy was not meant for the person, who was travelling i.e., the deceased as he was not a conductor or a driver and the vehicle was not a commercial vehicle.

6. This Court is of the view that the issue of deceased not being a conductor or driver does not arise as it was never in dispute that the tractor is not a commercial vehicle in the sense that it will have a conductor on it. Be that as it may, we have considered the matter from various angles and find that a case for interference has been made out.

7. As has rightly been pointed out by learned counsel for the appellant, there cannot be a very strict or technical interpretation on various stipulations in the insurance policy especially with regard to what may actually have been recorded in the insurance cover i.e., the document itself.

8. When it is not in dispute that the Registration Certificate

Book relating to the vehicle indicates that the seating capacity was 1+1, the mere fact that in the insurance policy, the seating capacity is recorded as one, cannot be said to be correct more so for the reason that it also indicates in the insurance policy that such figure is on the basis of the Registration Certificate Book. Further, we find that there being a direct nexus of the deceased being seated on the tractor and falling from it and then his head coming under the wheels of the tractor itself, the chain of events is complete to indicate that the accident was caused by the vehicle. The fact that the insurance was required to be covered at least for the number of persons as indicated in the Registration Certificate Book more so, when it deals with the tractor and not with regard to any private transport vehicle or a commercial vehicle, where the owner is more choosy and specific and may take a considered view with regard to the number of persons, he or she may get insured, we find in the present case, the deceased would be deemed to be covered under the insurance policy in the facts and circumstances of the present case.

9. For reasons aforesaid and on the short point, the appeal is allowed in the peculiar facts of the present case. The award dated 15.09.2023 passed by the MACT in MACC/261/2022 as affirmed by the High Court, is modified to the extent that the amount of compensation as awarded by the MACT i.e., Rs.9,94,056/- (Rupees Nine Lakhs Ninety Four Thousand Fifty Six) along with the interest @6 per cent per annum to the respondent no.1-claimant is maintained but fastening the liability on the appellant is set aside. The amount of compensation shall be paid by the respondent

no.2-Insurance Company to the respondent no.1-claimant.

10. Pending application(s), if any, shall stand disposed of.

……J.
[AHSANUDDIN AMANULLAH]

……J.
[MANMOHAN]

NEW DELHI
OCTOBER 09, 2026

ITEM NO.14 **COURT NO.9** **SECTION IV-C**

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s).2793/2026

[Arising out of impugned final judgment and order dated 11-03-2025 in MA No.5927/2024 passed by the High Court of Madhya Pradesh Principal Seat at Jabalpur]

MANOJ **Petitioner(s)**

VERSUS

SUSHMABAI & ANR. **Respondent(s)**

(IA No. 327922/2025 - EXEMPTION FROM FILING O.T.)

Date : 09-10-2026 This matter was called for hearing today.

CORAM :
HON'BLE MR. JUSTICE AHSANUDDIN AMANULLAH
HON'BLE MR. JUSTICE MANMOHAN

For Petitioner(s) **Mr. Gourave Kumar Agarwal, AoR**
Mr. Ajit Kumar Jha, Adv.

For Respondent(s) **Mr. Shubham Janghu, Adv.**
Mr. Gopal Singh- 211, AoR

O R D E R

Heard learned counsel for the parties.

2. Leave granted.

3. The appeal is allowed in terms of the signed order.

4. Pending application(s), if any, shall stand disposed of.

(SAPNA BISHT) **(ANJALI PANWAR)**
COURT MASTER (SH) **ASSISTANT REGISTRAR**
(Signed order is placed on the file)