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**IN THE HIGH COURT OF MADHYA PRADESH
AT JABALPUR**

**BEFORE
HON'BLE SHRI JUSTICE VIVEK AGARWAL**

ON THE 28th OF NOVEMBER, 2023

MISC. APPEAL No. 2889 of 2023

BETWEEN:-

DIVISIONAL MANAGER UNITED INDIA INSURANCE CO. LTD. THROUGH ASSISTANT MANAGER BRANCH OFFICE NEAR PARIJAT HOTEL REWA ROAD, SATNA, TEHSIL RAGHURAJNAGAR DISTRICT SATNA (MADHYA PRADESH)

.....APPELLANT

(BY SHRI DINESH KAUSHAL - ADVOCATE)

AND

- 1. ANKUR ALIAS ANKUL PATEL S/O RAMPRASAD ALIAS RAMPRAKASH PATEL, AGED ABOUT 19 YEARS, R/O VILLAGE POST DHAURHARA, THANA AND TEHSIL AMARPATAN PRESENT ADDRESS TIKURIYA TOLA SATNA, THANA RAGHURAJNAGAR DISTRICT SATNA (MADHYA PRADESH)**
- 2. RAMPRASAD ALIAS RAMPRAKASH PATEL S/O SIYASHARAN PATEL, AGED ABOUT 50 YEARS, R/O VILLAGE AND POST DHAURHARA THANA AND TEHSIL AMARPATAN DISTRICT SATNA (REGISTERED DRIVER TRUCK/TROLLA VEHICLE NO. RJ 23 GA 1845) (MADHYA PRADESH)**
- 3. HANSRAJ JAT S/O NOT MENTION R/O VILLAGE DHANI RUDHADA GRAM GARHATAK METSKAR SIKAR RAJASTHAN 332001 (REGISTERED OWNER TRUCK/TROLLA VEHICLE NO. RJ 32 GA 1845) (RAJASTHAN)**

.....RESPONDENTS

(BY SHRI VIPIN KUMAR JAISWAL - ADVOCATE)

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This appeal coming on for admission this day, the court passed the following:

ORDER

This appeal is filed by the Insurance Company being aggrieved of award dated 30/11/2022 passed by the VIth Motor Accident Claims Tribunal, Satna in MACC No. 3400623/2016 Ankur @ Ankul Patel Vs. Ramprasad and others on the ground that the learned Tribunal has arbitrarily awarded compensation for the injuries sustained by the claimant while travelling as a cleaner on the truck without there being any coverage for the said cleaner.

It is submitted that the Insurance Company had led evidence of its officer namely Shri Ashish Gupta S/o Krishnakant Gupta, Assistant Manager, United India Insurance Company Ltd., Satna to point out that no premium was charged to cover the case of Khalasi/cleaner and, therefore, the Insurance Company is not liable to compensate the claimant.

In the cross-examination, this witness has admitted that as per the terms and conditions mentioned in Ex. D-1 from A to A part, IMT 28 is mentioned. IMT 28 includes the legal liability to paid Driver and/or Conductor and/or Cleaner employed in connection with the operation of the insured vehicle for all classes of vehicles.

Thus, when examined from this perspective, then meaning of the words "and/or" is required to be understood.

In **Hyderabad Asbestos Cement Products and another Vs. Union of India and others (2000) 1 SCC 426 ; AIR 2000 SC 314**, it is held that the word 'or' is normally disjunctive and 'and' is normally conjunctive but in the case of **Ishwar Singh Bindra Vs. State of U.P. AIR 1968 SC 1450**, it is held that at times, they are read as vice versa to give effect to the manifest intention of the legislature as disclosed from the context.

Thus, it is evident that when 'and'/'or' is used, then it is not disjunctive

but conjunctive and under IMT 28, the legal liability is involved not only towards the paid driver but for the Conductor and cleaner as well and, therefore, contention of the appellant Insurance Company that no premium was charged for the cleaner is not made out. No evidence is adduced on record to point out that claimant was not working as a Cleaner but was travelling as a gratuitous passenger.

Therefore, in the absence of there being any evidence in this behalf, the appeal filed by the Insurance Company deserves to be dismissed and is hereby dismissed.

The Insurance Company shall bear the cost of this litigation which is quantified as Rs. 10,000/- and to be paid in favour of the claimant before the learned Claims Tribunal in addition to the amount of compensation awarded by the learned Claims Tribunal.

In above terms, the appeal is **dismissed**.

Record of the Tribunal be sent back.

(VIVEK AGARWAL)
JUDGE