**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL**

# AT {{location }}

{{Applicants }} and Others ... Applicants

V/s

Bajaj Allianz G.I.C. Ltd. and Ors. ... Opponent no.

{{oppNo }}

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| **WRITTEN STATEMENT & REPLY FILED ON BEHALF OF OPPONENT NO. {{oppNo}} I. E. BAJAJ ALLIANZ G. I. C. LTD.,**   1. **PRELIMINARY FACTS :-** 2. The address of the above opponent no. {{oppNo}} i.e., BAJAJ ALLIANZ GENERAL INSURANCE Co. Ltd., for the purpose of service of all notices, process etc., is {{opponentAddress}}. 3. All the material allegations made in the above petition are false and the petition is not maintainable either on facts or in law against this Opponent. Hence, the petition is liable to be dismissed in limini with costs against this Opponent. 4. This Opponent no. {{oppNo}} does not admit and denies all the allegations made in the petition and the applicants are put to strict proof of all the allegations except those, which are specifically admitted hereunder. 5. This Opponent no. {{oppNo}} admits that the interest of Opponent no.{{otherOpp}} i.e Balaji Transport Co. Part Bhushan L Wadhwani in vehicle TATA LPG Gas Tanker bearing **{{vehicalNo}}** was covered at the material time under the policy of insurance issued by this Opponent subject to the terms, conditions, exceptions and limitations thereof and the confirmation of the compliance of Sec. 64VB of the Insurance Act, 1938. The insurance policy issued by this Opponent in favor of the insured bears no. {{insurancePolicyNo}} for the period from {{insuranceStart}} to {{insuranceEnd}} is in the possession of the insured. The Opponent no.{{otherOpp}} may kindly be directed to produce the original insurance policy before the Hon'ble Tribunal, failing which, this answering Opponent shall produce the copy of the policy, which may kindly be exhibited, and read in evidence. 6. **STATUTORY DEFENCES:-** 7. The person driving the vehicle has "No relation in force" as on the date of accident to drive the vehicle.   {{Defences}}   1. The present petition is bad for mis-joinder and non-joinder of necessary parties and hence, liable to be dismissed. 2. **GENERAL DEFENCES:** 3. This Opponent seeks protection under the section 147 and 150(2) of M.V. Act. 4. This Opponent humbly submit that as per section 134(C) of M.V. Act 1988, it mandatory duty of the insured / Opponent no. 1 herein to furnish the particulars of policy, date, time and place of accident, particulars of the deceased and the name of the driver and particulars of the driving license but the insured/ Opponent no.1 herein has not complied with statutory demand. Hence, this Opponent is not liable to pay any compensation and the case is liable to be dismissed against this Opponent for non-compliance of statutory demand. 5. This opponent further submits that as per Sec.159 of M.V. Act, 1988, it is a mandatory duty of the concerned police officer who shall, during the investigation, prepare an accident information report to facilitate the settlement of claim in such form and manner, within three months and containing such particulars and submit the same to the Claims Tribunal and such other agency as may be prescribed but the {{District}} failed to forward the documents and not complied with the statutory demand. 6. The applicants are put to strict proof that the registered owner used the vehicle bearing no. {{vehicleNo}} without any breach of traffic rules as per Nagaland M.V. Rules. The Applicants are put to strict proof that there was no violation of any section of M.V. Act, 1988 and its subsequent amendments. 7. {{interestRate}} 8. The Applicants are not entitled to claim any interest on non-pecuniary damages as per the observations of the judgment of Hon'ble Apex Court. In any case the rate of interest would not be more than {{proposedinterestRate}} % p.a. 9. **REPLY ON MERITS:-**   {{replyonMerits}}  {{date}}  (\_{{advocateforBajaj}}\_\_\_) For Bajaj Allianz G. I. C. Ltd.  Advocate for Opponent No. 2. Authorized Signatory  **V E R I F I C A T I O N**  I, {{verifierName}}, the undersigned, do hereby verify and state that the statement made in the forgoing written statement are true to the best of my knowledge, information and belief.  Filed in Tribunal  On  For Bajaj Allianz G. I. C. Ltd., |