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* IN THE HIGH COURT OF DELHI AT NEW DELHI

MACA No.476/2009

Date of Decision: September 28, 2010

SADHU RAM Appellant
through Mr. J.S.Arya, Advocate

versus

NATIONAL INSURANCE CO. LTD. & ORS Respondents
through Mr. S.L.Gupta, Advocate with Mr. Ram
Ashray, Advocate for respondent No.1.

CORAM:
HON'BLE MISS JUSTICE REKHA SHARMA

1. Whether the reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporter or not?
3. Whether the judgment should be reported in the 'Digest'?

REKHA SHARMA, J. (ORAL)

This appeal has been preferred by the owner of the offending vehicle who along with the driver vide the impugned award of the Motor Accident Claims Tribunal dated January 20, 2009 has been directed to pay the awarded amount to the claimant which is to the tune of ₹ 1,36,244/- along with interest thereon @ 8% per annum.

It is stated that the awarded amount has since been paid by the owner to the claimant. He, however, seeks refund of the same on the ground that the Claims Tribunal has wrongly held him liable to pay the amount in question on the ground that to his knowledge, the driver of

the offending vehicle was not having a valid driving licence. However, as per him, he had no knowledge that the driving licence which the driver was holding at the time of the accident was not valid.

A perusal of the impugned award, particularly, paragraph-10 of the same goes to show that the driving licence of the driver was produced by the owner himself. The Insurance Company got the same verified from the Licensing Authority, Alwar. The verification revealed that the driving licence which was produced by the owner was valid up to June 19, 2006 and it was got renewed by him on September 19, 2007 while the accident took place on October 08, 2006. From these dates, it is clear that as on the date of the accident, the driver was not holding a driving licence.

It is submitted by the learned counsel for the appellant-owner that when the owner had engaged the driver, he had enquired from him about his driving licence, in response to which he produced a seizure memo which disclosed that he was having a driving licence No.RJ 02/DLC/2002/55555 which was valid up to December 18, 2022. It is stated that relying upon this seizure memo, the owner believed that the driver was having a driving licence which was valid up to 2022 and accordingly employed him as his driver.

The learned counsel for the Insurance Company, on the other hand, submits that the seizure memo on which the owner is relying upon, only indicates that the driver was having a driving licence which was valid up to 2022 but it does not indicate as to on which date the driving licence was issued. As per the counsel for the Insurance Company, the owner should have erred on the side of prudence and as

such, before employing the driver, was expected to find out as to when the licence was issued, for it was quite possible that the driver had caused an accident and later obtained the licence or got the same renewed.

Having heard learned counsels for the parties, I am inclined to agree with the counsel for the Insurance Company. I feel that the owner had not exercised due care and caution before employing the driver and had not made necessary verification with regard to the validity of the driving licence.

The appeal has no merit. The same is dismissed.


REKHA SHARMA, J

SEPTEMBER 28, 2010
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— fresh CM-9331/11 for releasing
of the amount Rs-25,000/-