

Court No. - 2

Case :- FIRST APPEAL FROM ORDER No. - 2073 of 2004

Appellant :- United India Insurance Co Ltd

Respondent :- Dhirendra Umar Verma Alias Pappu And Others

Counsel for Appellant :- Ashok Kumar Srivastava, Kuldip
Shanker Amist

Counsel for Respondent :- Deepali Srivastava Sinha, Amit Kumar
Sinha

With

Case :- FIRST APPEAL FROM ORDER No. - 2097 of 2004

Appellant :- United India Insurance Co Ltd

Respondent :- Km. Rachna Alias Baby And Others

Counsel for Appellant :- Ashok Kumar Srivastava

With

Case :- FIRST APPEAL FROM ORDER No. - 2098 of 2004

Appellant :- United India Insurance Co Ltd

Respondent :- Kamlesh Verma And Others

Counsel for Appellant :- Ashok Kumar Srivastava

With

Case :- FIRST APPEAL FROM ORDER No. - 2099 of 2004

Appellant :- United India Insurance Co Ltd

Respondent :- Kamlesh Verma And Others

Counsel for Appellant :- Ashok Kumar Srivastava

With

Case :- FIRST APPEAL FROM ORDER No. - 2100 of 2004

Appellant :- United India Insurance Co Ltd

Respondent :- Dhirendra Kumar Verma Alias Pappu And Others

Counsel for Appellant :- Ashok Kumar Srivastava, K.S. Amist

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Case :- FIRST APPEAL FROM ORDER No. - 2101 of 2004

Appellant :- United India Insurance Company Ltd.

Respondent :- Km. Archana (Minor) And Others

Counsel for Appellant :- Ashok Kumar Srivastava, Kuldip Shanker Amist

Hon'ble Saral Srivastava, J.

Order on Civil Misc. Substitution Application No.2 of 2023.

Heard learned counsel for the applicant and learned counsel for the respondents.

The present substitution application has been filed in F.A.F.O. No.2073 of 2004 by the heir of respondent no.2-Km. Sumitra, who died on 01.07.1999 and respondent no.3-Km. Anchala, who died on 25.01.2001, for endorsing the words 'since deceased' after their names, as the legal heir of respondent nos. 2 & 3 has already been arrayed as respondent no.1 in the array of parties.

Learned counsel for the respondents states that he has no objection in case the substitution application is allowed.

Consequently, the substitution application is ***allowed***.

Let necessary correction/substitution be incorporated in the array of parties during the course of the day.

Order on Appeal.

1. Heard Sri K.S. Amist, learned counsel for the appellant and Sri Amit Kumar Sinha, learned counsel for the claimants/respondents.

2. Since, all these appeals are arising out of same accident and involves common issues, therefore, all the appeals are being decided together with this common judgement.

3. For convenience, the facts are being delineated from F.A.F.O. No.2073 of 2004.

4. All the aforesaid appeals have been preferred by the appellant-insurance company against the award dated 01.05.2004 passed by the Motor Accident Claims Tribunal/Additional District Judge, Court No.1, Allahabad (hereinafter referred to as 'Tribunal') in M.A.C.P. Nos.794 of 1998, award dated 28.04.2004 in M.A.C.P. No.789 of 1998, award dated 29.04.2004 in M.A.C.P. No.790 of

1998, award dated 30.04.2004 in M.A.C.P. No.791 of 1998, award dated 29.04.2004 in M.A.C.P. No.797 of 1998 and award dated 30.04.2004 in M.A.C.P. No.793 of 1998.

5. Challenging the award, learned counsel for the appellant has contended that vehicle Harvester-4000 bearing registration No.P.B-HG-5451 was insured with the appellant-insurance company. It is submitted that owner of the offending vehicle has committed breach of insurance policy inasmuch as driver of the said vehicle was not holding a valid driving licence at the time of the alleged accident. It is further submitted that original licence of the driver was issued from the transport office, Kota and subsequently, it was renewed from transport office, Bhatinda. It is further submitted that insurance company obtained the verification report in respect of driving licence of the driver of the offending vehicle from the transport office, Kota which showed that driving licence was fake.

6. It is further submitted that insurance company also obtained the verification report from the transport office, Bhatinda and in the said verification, it is stated that no such driving licence was issued from the transport office, Bhatinda. Accordingly, it is submitted that since driver of the offending vehicle was not holding a valid driving licence at the time of the accident, therefore, owner has committed breach of insurance policy, and Tribunal should have permitted the appellant-insurance company to recover the awarded amount from the owner after satisfying the same.

7. Per contra, learned counsel for the respondents would contend that breach of insurance policy is a matter between owner and insurance company for which claimants should not suffer as claimants are entitled to get compensation even in the case of breach of insurance policy from the insurance company.

8. Be that as it may, the case of the insurance company is that it got the driving licence of the driver of the offending vehicle verified from the transport office, Kota as well as transport office, Bhatinda. As per the verification report of transport office, Kota, the licence of the driver of the offending vehicle was fake. The verification report issued by the transport office, Bhatinda shows that it was not issued from the transport office, Bhatinda. However, insurance company did not prove the verification report issued by the transport office, Kota as well as transport office, Bhatinda in accordance with law, therefore, such report cannot be read in evidence.

9. In such view of the fact, the reliance placed by the learned counsel for the appellant on the two verification reports to demonstrate that owner has committed breach of insurance policy is misplaced.

10. Consequently, this Court is of the view that Tribunal has not committed any illegality in deciding the issue of driving licence against the appellant-insurance company.

11. Thus, for the reasons given above, all the appeals lack merit and are hereby ***dismissed*** with no order as to costs.

Order Date :- 17.10.2023

Sattyarth