IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

1. FAO No. 200 of 1995(O&M)

Date of Decision: August 26 , 2015.

National Insurance Company Ltd. ...... APPELLANT(s)

Versus

Sandeep and others ...... RESPONDENT (s)

2. FAO No. 201 of 1995(O&M).

National Insurance Company Ltd. ...... APPELLANT(s)

Versus

Manjit and others ...... RESPONDENT (s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. D.R.Bansal, Advocate
for the appellant.

None for the respondents.

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

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LISA GILL, J.

This order shall dispose of FAO No.200 of 1995 (National Insurance Company Ltd. v. Sandeep and others) and FAO No.201 of 1995 (National Insurance Company Ltd. v. Manjit and others) which arise on account of the same vehicular accident which occurred on 06.06.1993.

FAO No.200 of 1995 had been dismissed qua the claimant on

06.02.2015. In FAO No.201 of 1995, service upon respondent No.1 was dispensed with being the claimant.

Learned counsel for the appellant – Insurance Company submits that the claim is only qua the owner of offending vehicle for recovery rights on the ground that the driving licence was found to be fake. No other ground has been agitated.

Facts of the case are that in an accident which occurred on 06.06.1993, four of the claimants (who preferred separate claim petitions) were riding scooter No. HR-21/4047 at about 6.15 p.m. on Hansi-Jind road. Matador No. DL-2CA/3341 came from the opposite side, hit the scooter thereby, injuring all the persons. All the four injured filed separate claim petitions, which were settled before Lok Adalat held at Hisar on 23.04.1994 wherein the appellant-Insurance Company undertook to release compensation to the tune of ₹50,000/- to Sandeep (respondent No.1 in FAO No.200 of 1995), ₹5,000/- to Rajinder, ₹30,000/- to Manjit (respondent No.1 in FAO No.201 of 1995) and ₹5,000/- to Santosh. Settlement was subject to the verification of the driving licence of Roda @ Ram Kumar, respondent No.2 in both the cases.

Objection was subsequently raised by the appellant – Insurance Company alleging that driving licence of the said driver was fake on the basis of a communication (Ex.R1) submitted by Sh. M.K.Bassi, Advocate, who on instructions of the Insurance Company went through the record of the motor licencing authority, Una. Ex.R2 is a letter written by a surveyor, Mr. Keshav Aggarwal who obtained a report from Motor Licencing Officer, Hansi stating that driving licence No.25583 issued from Una, Himachal Pradesh was submitted in the office at Hansi in a mutilated condition. Renewed duplicate licence was issued to Ram Kumar on 13.10.1993 which was valid upto 15.06.1996. Ex.R4 is a report from Motor Licencing Authority, Hansi depicting valid renewal of driving licence of Roda @ Ram Kumar upto 15.06.1996.

Learned Motor Accident Claims Tribunal, Hisar (hereinafter referred to as, the 'Tribunal') vide impugned award dated 13.09.1994 concluded that once the licence was validly renewed, no benefit could accrue to the Insurance Company in view of the judgment in National Insurance Company Ltd. v. Sucha Singh and others, *(1994-1) PLR 14*.

Learned counsel for the appellant while relying on the judgment of Hon'ble Supreme Court in United India Insurance Company Ltd. v. Davinder Singh, *2008 (I) ACJ 1* submits that renewal of a licence by the Transport Authority cannot confer genuineness or validity upon a fake licence. Therefore in this situation, appellant – Insurance Company is entitled to recover the amount of compensation paid, from the owner of the offending vehicle.

I have learned counsel for the appellant and gone through the file. There can be no doubt about the proposition that a subsequent valid renewal of a fake license cannot confer genuineness or validity upon such a license. However, learned counsel is unable to deny the dictum of Hon'ble Supreme Court in **Surjan Ram v. Anchal Singh**, ***1997(3) RCR(Civil) 670*** wherein it has been held that Insurance Company cannot rely solely upon report of the surveyor in the absence of any other evidence to prove a driving licence to be fake.

In the present case, learned counsel for the appellant is unable to point out to any other evidence available on record to prove that the driving licence was not valid or genuine. There is no report or evidence forthcoming from the relevant transport department. Therefore, while the reasoning of the learned Tribunal while rejecting the case of the Insurance Company is incorrect, there is no infirmity in dismissal of the Insurance Company's case.

Another aspect to be considered in this case is whether the owner can be held liable. There is nothing on record to suggest that the owner was not vigilant or did not discharge his duty. It has been held by Hon'ble Supreme Court in **PEPSU Road Transport Corporation v. National Insurance Company Ltd.**, ***(2013) 10 SCC 217*** that the owner cannot be expected to go to the extent of verifying the genuineness of the driving licence with the licensing authority before hiring the services of a driver. However, the situation would be different if at the time of insurance of the vehicle or thereafter the insurance company requires the owner of the vehicle to have the licence duly verified from the licensing authority.

It is a matter of record that in the present case the owner had produced on record Ex.R4 i.e., the report from the Licencing Authority to show that the driving licence of Roda @ Ram Kumar was renewed and was valid up to 15.06.1996. Therefore, it cannot be said that the owner did not discharge his responsibility. Thus, in the present factual matrix, appellant – Insurance Company cannot escape its liability.

Impugned award dated 13.09.1994 of learned Tribunal, Hisar is upheld though for different reasons as noted above.

Both the appeals are accordingly dismissed.

(LISA GILL)
JUDGE

August 26 , 2015.
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