IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO No.2949 of 2012(O&M)
Date of Decision: February 13, 2015

Amarjit Singh and another

..Appellant(s)

Versus

Ram Kumar and others

...Respondent(s)

CORAM: HON'BLE MS. JUSTICE ANITA CHAUDHRY

1. Whether Reporters of local papers may be allowed to see the judgment? Yes/No
2. To be referred to the Reporters or not? Yes/No
3. Whether the judgment should be reported in the digest? Yes

Present: Mr. Dhirinder Chopra, Advocate
for the appellants.

Mr. Vishal Aggarwal, Advocate
for respondent no.4-insurance company.

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ANITA CHAUDHRY, J.

1. This is the owner & drivers' appeal disputing their liability to pay the compensation. The Motor Accident Claims Tribunal, Ambala (here-in-after referred to as 'the Tribunal') had awarded Rs.5,81,000/- but placed the liability of payment of compensation upon respondents no.1 & 2 as the tractor-trolley was being used for commercial purposes.

2. The submission on behalf of the appellants was that the wooden logs were being carried in the tractor-trolley and it is a farm produce and the owner was carrying his own

property for sale and it could not be said to be a commercial purpose. It was contended that the Hon'ble Apex Court in case of ***Nagashetty Vs. United India Insurance Co. Ltd. 2001(4) RCR (Civil) 597*** had observed that where the driver had valid driving license to drive a tractor and was found driving tractor with trailer that fact itself would not make the driving license invalid. It was urged that a trailer is added to a vehicle to carry goods and the driver had a valid and effective license, therefore, the liability of payment of compensation should have been on the insurance company. Reliance was also placed upon ***Ashok Gangadhar Maratha Vs. Oriental Insurance Co. Ltd. 2000(1) ACJ 319***.

3. The submission on behalf of respondent no.4-insurance company was that there was no license to drive a transport vehicle and after 2001, a special endorsement is necessary on the driving license as required under Section 3 of the Motor Vehicles Act and there was a violation. It was urged that the vehicle was insured for agricultural purposes and it was being used for commercial purpose as the property being carried in the tractor-trolley was not owned by the owner which was evident from the affidavit Ex.R1 sworn in by Kali Ram wherein there is an admission that the wooden logs owned by Amarjit Singh s/o Rajinder Singh were being carried for sale to Kaithal. Reliance was placed upon ***Subhash Chand and others Vs. Satya Rani and others 2014 ACJ 2362, National Insurance Co. Ltd. Vs. Bank of India and***

others 2009(4) RCR (Civil) 640 *and* ***New India Assurance Co. Ltd. Vs. Prabhu Lal 2008(1) RCR (Civil) 198***.

4. A perusal of the policy Ex.R9 shows that both the tractor and the trailer had been insured and it was a comprehensive policy. The limitations as to use were provided. The tractor was not being used by the owner for his own use. It is not disputed that the accident occurred when the tractor was attached with a trolley. Wooden logs were being taken to the market for sale. The submission on behalf of the appellants was that the owner was taking his own property for sale. Statement made by Kali Ram Ex.R1 completely demolishes his case. There is an admission wherein he had stated that the tractor was carrying the goods owned by Amarjit Singh for sale. Since the tractor was insured for agricultural purposes and was being used for commercial purposes, therefore, the liability was rightly placed upon the owner driver for payment of the compensation. There is no merit in the appeal.

The appeal is dismissed.

(ANITA CHAUDHRY)
JUDGE

February 13, 2015
sunil