IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO No. 4490 of 2013(O&M)

Date of Decision: September 4 , 2015.

Shri Ram General Insurance Company Ltd.

...... APPELLANT (s)

Versus

Ravinder Kumar and others ...... RESPONDENT (s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Tajender K.Joshi, Advocate
for the appellant.

Mr. Mukesh Yadav, Advocate
for respondent No.1.

Mr. Bahadur Singh, Advocate
for respondents No.2 and 3.

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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.

Sole ground raised in this appeal filed by the Insurance Company is that a valid route permit was not held in respect of the insured vehicle therefore, the appellant – Insurance Company is entitled to recover the compensation awarded by the Motor Accident Claims Tribunal, Narnaul (hereinafter referred to as, the 'Tribunal') vide impugned award dated 03.01.2013 from the owner.

No other ground has been raised. Quantum of compensation is also not under challenge.

In the present case, claim petition under Section 166 of the Motor Vehicles Act, 1988 (hereinafter referred to as the 'Act') was preferred by the claimant – Ravinder Kumar claiming compensation on account of the injuries/ disability suffered by him in the motor vehicular accident which took place on 05.02.2010. Accident was alleged to have been caused by rash and negligent driving of Dumper No. HR69A-7292 by respondent No.2 – Parmod Kumar. Learned Tribunal on considering the evidence on record concluded that the accident in question had been caused due to the rash and negligent driving of Dumper by its driver, respondent No.2 – Parmod Kumar. Total compensation amounting to ₹1,00,000/- was awarded to the claimant.

Learned Tribunal specifically held that the Insurance Company cannot be absolved of its liability to pay compensation to the claimant. No evidence was led to prove that the respondent – driver was not having a valid or effective driving licence at the time of accident or that the vehicle was driven in violation of the terms and conditions of the insurance policy.

Learned counsel for the appellant – Insurance Company submits that despite a specific order dated 17.02.2012 of the Tribunal for production of the route permit, Driving Licence, Registration Certificate etc., the owner and driver of the vehicle failed to place the same on record. This is a material violation of the terms and conditions of the insurance policy therefore, the appellant – Insurance Company is entitled to right of recovery in this case.

I have heard learned counsel for the parties and gone through the file.

Perusal of the record specifically the insurance policy does not reveal any violation of the terms and conditions therein which would entitle the appellant – Insurance Company to recover the compensation from the insured.

Question regarding whether absence of a route permit would absolve the insurance company of its liability came up for consideration before a Division Bench of this Court in FAO No.3726 of 2006 (United India Insurance Company Ltd. v. Subhash Chander and others) decided on 18.08.2006. It has been specifically held that the provisions under the Act do not refer to a route permit. Provisions of Section 2 (31) of the Act defining a permit as well as Section 149 of the Act relating to the insurer's liability were considered while reaching the said conclusion. It is not disputed that other documents like the registration certificate, driving licence were placed on record.

Therefore, keeping in view the facts and circumstances of the case, there is no illegality, infirmity or perversity in the impugned award dated 03.01.2013 passed by learned Motor Accident Claims Tribunal, Narnaul to the extent of challenge in this appeal warranting interference by this Court.

Consequently, this appeal is dismissed.

Amount of ₹25,000/- deposited by the appellant be remitted before the Tribunal.

(LISA GILL)
JUDGE

September 4 , 2015.
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