IN THE HIGH COURT OF PUNJAB AND HARYANA,
AT CHANDIGARH

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F.A.O No. 461 of 2015 (O&M)
Decided on : January 19, 2015

Regional Manager, National Insurance Co. Ltd. ... Appellant.

Versus

Ravi & Ors. ... Respondents

CORAM : HON'BLE MR.JUSTICE MAHAVIR S. CHAUHAN

Present : Mr. Rajesh Verma, Advocate, for the appellant.

Mahavir S. Chauhan, J. (Oral)

By way of this appeal, insurer of the offending vehicle i.e. Mahindra Pick-up bearing registration No. PB-11-AB-7383 impugns correctness of award dated 09.10.2014, whereby learned Motor Accident Claims Tribunal, Patiala ('the Tribunal' – for short) has awarded compensation amounting to Rs.3,40,000/- in favour for the applicant on proof of allegation that the applicant received injuries in a motor vehicle accident caused on 29.07.2012, at about 1:30 pm, on account of rash and negligent driving of the aforesaid vehicle by its driver, namely, Hira Singh, by holding all the respondents, including the appellant herein, jointly and severally liable to pay amount of compensation.

The appeal is barred by time, but I have heard learned counsel for the appellant on merits.

Only argument advanced on behalf of the appellant is that

Mahindra Pick-up involved in the occurrence was a commercial vehicle and the driver i.e., respondent – Hira Singh was not authorised to drive such a commercial vehicle.

A perusal of the impugned award would show that the learned Tribunal has referred to the evidence of RW-1 Deva Ram to reach the conclusion that respondent – Hira Singh was holding a valid driving licence, Exhibit R1/B, issued by Licensing Authority, Ambala, valid upto 30.09.2005 and renewed upto 06.06.2017 w.e.f. 07.06.2012. Aforesaid witness also proved on record entry, Exhibit RW-1/A, in this regard and stated in his cross-examination that the driver was authorised to drive LMV as well as car and Mahindra Pick-up also. Incidentally, neither there is an evidence to show that the driver of the offending vehicle was not authorised to drive the said vehicle nor was any evidence produced to prove that terms of the insurance policy, Exhibit - Mark RX were breached.

In view of the above, I do not find any reason to interfere with the findings recorded by the learned Tribunal.

Dismissed.

[Mahavir S. Chauhan]
Judge

January 19, 2015
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