205

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of decision : 21.01.2016

1. CR-7884-2010 (O&M)

Subhash @ Choka and another
...Petitioners

Versus

Hanuman Singh and another
...Respondents

2. CR-7856-2010(O&M)

Subhash @ Choka and another
...Petitioners

Versus

Smt. Gindo and another
...Respondents

3. FAO-466-2011 (O&M)

Subhash @ Choka and another
...Appellants

Versus

Hansraj and another
...Respondents

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. S.K. Yadav, Advocate
for the petitioners (in CR-7884-2010, CR-7856-2010)
for the appellants (in FAO-466-2011)

Mr. Vishal Aggarwal, Advocate
for respondent No.2.
(in both the petitions and in the appeal).

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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?

AMIT RAWAL, J. (ORAL)

This order of mine shall dispose of two revision petitions bearing CR No.7884 of 2010, CR No.7856 of 2010 and one appeal bearing FAO No.466 of 2011 filed at the instance of the owner of the vehicle bearing No.HR-66-T-0562, who is aggrieved of the findings rendered by learned Motor Accident Claims Tribunal (hereinafter called 'MACT') whereby, the Insurance Company has been given liberty to recover amount of compensation awarded from him.

Mr. S.K. Yadav, learned counsel appearing on behalf of the petitioners (in CR-7884-2010, CR-7856-2010) and for the appellants (in FAO-466-2011), submits that the accident had taken place on 31.03.2008. The permit was valid upto 30.06.2007 but later on was renewed upto 30.06.2012, therefore, the Insurance Company cannot be permitted to seek the recovery of the amount of compensation by taking the plea that there was a breach of the terms and conditions of the insurance policy. A copy of renewal of the permit has been annexed as Annexure P-1 which is also exhibited as Ex.RW1/A.

Mr. Vishal Aggarwal, learned counsel appearing on behalf of respondent No.2 (in both the petitions and in the appeal), submits that once, there was a breach of terms and conditions of the insurance policy, the Insurance Company cannot be deprived of the right to recover the amount from the owner/Driver as the owner could not be indemnified for such lapse. Renewal of the permit would be effective from the date of deposit of the tax not from the date when it expired. In this content, he refers to the provisions of Sections 14 and 15 of the Motor Vehicles Act (hereinafter called 'the Act') and prays for dismissal of the matter.

I have heard the learned counsel for the parties and appraised the paper-book.

Sections 14 and 15 of the Act deals with the renewal of the Driving Licence providing, on expiry of the Driving Licence, if not renewed within 30 days, the driving licence shall be renewed with effect from the date of its renewal. Similar conditions cannot be applied to the route permit. No statutory provisions of the Act have been pointed out or referred to, in this regard. Since, the route permit has been renewed upto 30.06.2012 and the accident had taken place on 31.03.2008, I am of the view that the finding rendered by the MACT giving recovery rights to the Insurance Company is not sustainable.

Keeping in view the aforementioned facts, the findings rendered by the MACT giving recovery rights to the Insurance Company, are hereby set aside, however, rest of the Award is upheld.

The claimant shall be entitled to recover the amount of the compensation from the Insurance Company in accordance with law.

Accordingly, the revision petitions as well as the appeal are allowed.

21.01.2016 **(AMIT RAWAL)**
yogesh **JUDGE**