

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

FAO No.4410 of 2002 (O&M)

Date of decision : 02.09.2016

Surat Singh

.....Appellant

Versus

Dalbir Kaur and others

...Respondents

CORAM : HON'BLE MR. JUSTICE DARSHAN SINGH

Present: Mr. Naresh Prabhakar, Advocate for appellant.

Mr. R.N. Singal, Advocate for respondent No.6.

DARSHAN SINGH, J.

The present appeal has been preferred by the appellant/owner-cum-driver of tractor bearing registration No.PB-09-5922 against the award dated 15.10.2001, passed by learned Motor Accidents Claims Tribunal, Kapurthala (hereinafter called the “Tribunal”), whereby the claim petition filed by respondents No.1 to 5-claimants for grant of compensation on account of death of Kulwant Singh in the motor vehicular accident which took place on 26.02.1999 has been allowed and they have been awarded compensation to the tune of ₹3,00,000/-. Respondent No.6-Insurance Company was given the recovery rights against the appellant/owner-cum-driver of the tractor.

2. The present appeal has been preferred by the appellant to challenge the recovery rights granted against him to respondent No.6-Insurance Company.

3. I have heard learned counsel for the parties and gone through the paper-book meticulously.

4. Learned counsel for the appellant contended that the learned Tribunal while recording the findings under Issue No.1 has come to the conclusion that Varinder Singh the son of the appellant was driving the tractor in question at the time of the accident. There is no evidence on record to show that said Varinder Singh was not having any valid and effective driving licence to drive the tractor at the time of the accident. In the absence of this evidence, it cannot be stated that the appellant has violated the terms and conditions of the insurance policy. He contended that the learned Tribunal has not granted the recovery rights on the ground that the licence of the appellant has expired, rather the recovery rights have been granted on the ground that he has allowed his son Varinder Singh to drive the tractor, who was not having the driving licence, which is the violation of the terms and conditions of the insurance policy. But it is not proved that Varinder Singh was not having the valid and effective driving licence on the date of accident. Thus, he contended that the recovery rights against the appellant have been wrongly granted.

5. On the other hand, Mr. R.N. Singal, Advocate learned counsel for the respondent-Insurance Company contended that the discussion under Issue No.4 by the learned Tribunal was superfluous. Under Issue No.1, the learned Tribunal has given the categoric finding that the tractor in question was being driven by appellant Surat Singh at the time of accident. It is not disputed that he was not holding any valid and effective

driving licence at the time of the accident as his licence has already expired. So, the learned Tribunal has not committed any illegality in granting the recovery rights.

6. I have duly considered the aforesaid contentions.

7. It is settled principle that the arguments beyond pleadings deserves outright rejection. In the instant case, in the written statement filed by the appellant Surat Singh it is nowhere pleaded that at the time of accident the tractor in question was being driven by his son Varinder Singh and not by him. In the written statement he has taken only this plea that no accident has taken place with his tractor and the false case has been registered. However, in the evidence adduced before the learned Tribunal the new story has been introduced that at the relevant time the tractor in question was being driven by Varinder Singh the son of appellant Surat Singh. This plea and evidence beyond pleading cannot be taken into consideration.

8. It is not disputed that the driving licence of appellant Surat Singh has expired on 30.12.1998. This accident has taken place on 26.02.1999. The driving licence of appellant was renewed with effect from 30.11.1999. Thus, on the date of present accident, the licence of appellant Surat Singh has already expired and he was driving the tractor in question without having any valid and effective driving licence which is clearly a violation of the terms and conditions of the insurance policy and the respondent-Insurance Company was certainly entitled for the recovery rights.

9. Thus keeping in view my aforesaid discussion, the present appeal has no merits and the same is hereby dismissed.

02.09.2016
sunil yadav

(DARSHAN SINGH)
JUDGE

Whether speaking/reasoned : Yes / No
Whether reportable : Yes / No