

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.**

**FAO No.2998 of 2005 (O&M).
Date of Decision: 25.05.2016.**

Pawan Kumar and another

....Appellants.

VERSUS

Satbir and others

....Respondents.

CORAM: HON'BLE MRS. JUSTICE SNEH PRASHAR.

Present: Mr. Anil Ghangas, Advocate for the appellants.

Appeal qua respondents No.1 and 3 to 5 dismissed vide order dated 20.09.2005.

Mr. Parshant, Advocate for
Mr. Suman Jain, Advocate for respondent No.2.

SNEH PRASHAR, J.

Assailing the award dated 28.03.2005 passed by learned Motor Accident Claims Tribunal, Bhiwani (for short, “the Tribunal”) in MACT Petition No.49 of 2002 filed by the claimants (respondents No.3 and 4 herein) claiming compensation on account of death of Pritam (husband of respondent No.3 and father of respondent No.4) in a vehicular accident that took place on 17.04.2002 due to rash and negligent driving of tractor No.HR-19A-1779 (hereinafter referred to as “the offending tractor”) by Satbir (respondent No.1), appellants-Pawan Kumar and Lila Ram, owners of the offending tractor, filed the instant appeal.

The submissions made by Mr. Anil Ghangas, learned counsel for the appellants and Mr. Parshant, learned counsel for respondent No.2 have been heard and record perused.

Learned Tribunal allowed the claim petition filed by the claimants-respondents No.3 and 4 and awarded compensation to the tune of Rs.3,69,000/- alongwith interest at the rate of 4.5% per annum from the date of filing the petition till the date of actual payment. Finding that the driving licence possessed by respondent-Satbir was not a valid and legal document and there had been violation of terms and conditions of the insurance policy on part of the appellants-owners of the offending tractor, learned Tribunal directed that the insurance company would pay the amount of compensation to the claimants and in turn would recover the amount so paid from the driver and owners of the offending tractor.

Feeling aggrieved of the aforesaid direction, the appellants-owners preferred the instant appeal.

Learned counsel for the appellants argued that learned Tribunal erred in holding that the driving licence of respondent-Satbir was not a valid document. RW1 Mohinder Kumar, Licence Clerk, Loharu produced the original register relating to issuance of driving licence by Licensing Authority, Loharu w.e.f. 07.06.2001 and stated that at serial no.192 there is entry regarding licence of Satbir Singh valid for driving motor, scooter, car and jeep only for the period 05.10.2001 to 04.10.2006. Although in his examination in chief, he stated that there is no seal or signatures of the licensing authority for issuance of the said driving licence, but in the very first sentence of his cross-examination he admitted that there is signature

also said to be in continuity. Learned counsel contended that entry of the driving licence of respondent-Satbir Singh in the register of Licensing Authority, Loharu proved that it was a genuine and valid document issued by the said licensing authority. Learned counsel further pointed out that a bare perusal of the driving licence, a dark coloured laminated copy of which is available on record, shows that under the signatures of the licence issuing authority the word 'tractor' has also been written. In other words, the licence was valid for driving motorcycle, scooter, car, jeep and tractor. In the presence of the required substantive evidence, learned Tribunal wrongly held that the driving licence of respondent-Satbir was a fake document.

The arguments of learned counsel for the appellants do not appear to be convincing. In fact, the statement of RW1 Mohinder Kumar, Licence Clerk, Loharu is of no help to the appellants. Indeed, RW1 produced the original register pertaining to issuance of driving licence by Licensing Authority, Loharu w.e.f. 07.06.2001 and stated that there is entry of licence of Satbir Singh at serial no.192 in the said register, but it is worthwhile to note that he very specifically stated that the entry of driving licence of respondent-Satbir in the register neither bears the signatures nor the seal of the licensing authority. He also clarified that since licence (Mark-A/Ex.R1) had not been issued by his office, for that reason it does not bear the signature of the S.D.M./Licensing Authority, Loharu. A detailed report given by his office to that extent is Mark-B. There appears to be some typographical mistake in the statement of RW1 during cross-examination where he stated that there is signatures and stamp in front of the entry at serial no.192. In any case, in that sentence also he did not state that the signature and stamp in front of serial no.192 are of the Licensing Authority,

Loharu. It is further noteworthy that RW1 admitted that there is no entry at serial no.190, 191, 193 and 194 in the register, which means that two serial numbers prior to serial no.192 and two serials numbers subsequent to the said serial number were lying blank in the register produced by RW1. That is another fact which indicates that the entry of the driving licence of respondent-Satbir in the register had not been made in due process i.e. in the course of discharge of official duties and that is the reason why the entry at serial no.192 of driving licence of Satbir does not bear signatures and seal of the licensing authority.

Further, in the entry of the licence of respondent-Satbir against serial no.192 in the register, it was mentioned that the licence was valid for driving motor, scooter, car and jeep, whereas respondent-Satbir claims and it has been emphatically argued by his counsel that in the driving licence 'Mark-A', the word 'tractor' is written underneath the signatures of the licensing authority. In other words, according to respondent-Satbir, the licence is valid for driving scooter, motor, car, jeep and tractor. A suggestion to this effect was given by respondent-Satbir to RW1 Mahinder Kumar, Licence Clerk, but he outrightly denied the same. Besides stating that the entry at serial no.192 in the licence register was not a valid and legal entry as it does not bear the signature and seal of the licensing authority, he also stated that in the entry the vehicle 'tractor' was not mentioned. The inconsistency in the name of vehicles in serial no.192 and the driving licence 'Mark-A' is another strong factor which proves that the licence is a fake document. Thus, seen from every angle, the licence held by respondent-Satbir is proved to be fake and false document. As such, the finding of learned Tribunal that there has been violation of terms and

conditions of the insurance policy on part of the appellants-owners of the offending tractor and on that ground the insurance company has a right to recover the amount of compensation paid to the claimants from the owners-insured, calls for no intervention.

In the above premise, there being no merit in the appeal, it is hereby dismissed.

(SNEH PRASHAR)
JUDGE

25.05.2016.
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