IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.

FAO No.240 of 2009 (O&M)
Date of Decision: August 17, 2016.

National Insurance Company Ltd.

..........APPELLANT(s).

VERSUS

Parkash Chand and others

........RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. D.P. Gupta, Advocate with
Mr. Rohit Goswami, Advocate
for the appellant (s).

Mr. Vimal Singh, Advocate for
Mr. Ravinder Malik (Ravi), Advocate
for respondent No.1.

Mr. R.D. Bawa, Advocate
for respondents No.2 to 4.

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SURINDER GUPTA, J.

This is appeal by National Insurance Company Ltd. against the award dated 02.09.2003 passed by Motor Accident Claims Tribunal, Yamuna Nagar at Jagadhari (later referred to as 'the Tribunal') allowing compensation to the claimant-respondent No.1 for the injuries suffered by him on 12.11.2004 in a motor vehicle accident with tractor-trolley bearing Registration No.HR02A-6573 (later referred to as 'the offending vehicle').

2. Learned counsel for the appellant has mainly stressed on the validity of the driving licence of the driver of offending vehicle, Mohar Singh, respondent No.2. He has argued that his driving licence was valid for

light motor vehicle but he was driving the tractor-trolley, which was carrying wooden logs. The tractor carrying wooden logs is goods/transport vehicle and there was no endorsement on the licence of the driver of the offending vehicle that he could drive goods/transport vehicle as well.

3. As the only question involved in this appeal is regarding validity of the driving licence of respondent No.2, the detailed facts of the case are being skipped for the sake of brevity.

4. The case of the claimant, in brief, is that on 12.11.2004, he along with other co-labourers was present in the fields of Mohar Singh (owner of the offending vehicle). The logs of Popular Trees have been cut and were loaded on the offending vehicle, which was being driven by Mohar Singh himself. The tractor-trolley got struck in the *Dol* (boundary of field made up of soil). Respondent No.2 instructed to remove the obstruction and when the claimant was doing so, respondent No.2 started the tractor with a sudden jerk, in a rash and negligent manner, as a result of which the rear wheel and mudguard of the tractor struck against the claimant and he suffered grievous injuries. The above facts show that at the time of accident, the tractor was being used for agricultural purposes and when being used for this purpose, it cannot be held to be a transport vehicle. Reference can be made to the observations of a Co-ordinate Bench of this Court in case of ***New India Assurance Co. Ltd. Vs. Bimla & Others 2010 (2) R.C.R. (Civil) 27*** which are reproduced as follows:-

> Some merit could be found in the contentions as set up by the respondents. The tractor is specially designed motor vehicle not constructed to carry any load but the same could be used for the purpose of propulsion. It is light

motor vehicle; it could be used on or off the road specially for agricultural purposes. It was observed in ***Nagashetty vs. United India Insurance Co. Ltd. and others AIR 2001 Supreme Court 3356*** that the tractor with trolley may not become a transport vehicle and hence the person who had LMV licence may not be said to be eligible to drive a tractor with trolley. Tractor could be put into use and come into aid of farmers for use of agricultural implement/equipments. The word "agricultural use" should not be construed so strictly as to exclude the workers who are being hired, involved, meant for and used for agricultural purpose. It has been the practice of the day that on the country side where transport vehicles are not available and roads are not existing, the farmers who hire the labour to do agricultural work by them to the fields for sowing, irrigating, harvesting, plucking the buds, collecting the fruits, packing or making the bundles have no other source to take them to their fields, they carry them in their tractor trolleys and bring back to their houses after day's work. In such situation, those labourers could safely be said to be instruments of the agriculture as such they could not be termed as gratuitous passengers so as to exclude the liability of the Insurance Company. Our Division Bench in case ***United India Insurance Company Limited vs. Surinder and others, 2004 (4) R.C.R. (Civil) 211*** while holding that the tractor includes the trailer and is covered under the insurance policy, observed as under :-

> *"Admittedly, the offending vehicle i.e. tractor was insured comprehensively against a premium of Rs.2,076/- with the appellant-Company. Now the question to be seen is whether any agriculture instrument attached to the tractor is deemed to be insured along with the tractor. The*

> *word "tractor" has been defined in the Motor Vehicles Act, 1988 as under :-*
>
> *"The tractor means a motor vehicle which is not itself constructed to carry any load other than (the equipments used for the purpose) or propulsion but excludes a road roller."*
>
> *A perusal of the definition of word 'tractor' shows that tractor itself is not able to carry any load without the equipments. Therefore, any equipment attached to the tractor is a part of the tractor and covered under the insurance policy."*

Labour taken to the fields also could not be treated as passengers. Had there been any source of transportation for taking them to the fields and bringing them back, then certainly they could be taken and considered as passengers but where labourer meant for agriculture is taken to the fields and is used for the agricultural purpose, then the same could also be treated as use for "agriculture purpose". Thus, to carry such labour cannot be termed as breach of condition of policy by the insured."

5. A very wide interpretation for use of tractor for agricultural purposes was given in the aforesaid case. The tractor in this case was not being used to carry labour but for carrying the agricultural produce from the fields. The provisions of Section 3 and 4 of Motor Vehicles Act have no application in the matter. Mohar Singh was holding a valid driving licence to drive a light motor vehicle, which include a tractor.

6. Learned counsel for the appellant has relied upon the observations of Hon'ble Apex Court in case of ***Natwar Parikh & Co. Ltd. Vs. State of Karnataka & Others 2006(Vol.I) ACJ 1,*** where it was held that tractor and trailer when combined would constitute a 'goods carriage' and

requires permit for its use on roads. In the aforesaid case, the owner of the tractor was using the tractor and trailer for transportation of over dimensional cargo and were engaged by Central Power Research of India. The facts of the above-referred case are not applicable to the facts of the present case. In view of observations by Apex Court in ***Nagashetty Vs. United India Insurance Co. Ltd. 2001(4) R.C.R. (Civil) 597,*** the Tribunal has discussed in detail this argument raised before it and has rightly concluded that the driving licence of the driver (respondent No.2) of the offending vehicle was valid one.

7. As a sequel of my above discussion, this appeal has no merits.

Dismissed.

(SURINDER GUPTA)
JUDGE

August 17, 2016.
Sachin M.

√
Whether speaking/reasoned: Yes/No
√
Whether Reportable: Yes/No