IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

FAO No.4900 of 2012 (O&M)
Date of decision :11.01.2016

M/s New Deep Bus Service and another

......Appellants

Versus

National Insurance Company Ltd. and another

...Respondents

CORAM : HON'BLE MR. JUSTICE DARSHAN SINGH

1. Whether Reporters of the local papers may be allowed to see the judgment ? Yes
2. To be referred to the Reporters or not ? Yes
3. Whether the judgment should be reported in the Digest? Yes

Present: Mr. Surinder Garg, Advocate for appellants.

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DARSHAN SINGH, J.

The present appeal has been preferred by the owner and driver of bus No.PB-30F-5578 against award dated 14.03.2012 passed by learned Motor Accidents Claims Tribunal, Ferozepur (hereinafter called the 'Tribunal'). Respondent No.2 has filed the claim petition under Section 166 of the Motor Vehicles Act, 1988 (hereinafter called the 'Act') for grant of compensation on account of injuries suffered by him in the motor vehicular accident which took place on 26.11.2009 due to rash and negligent driving of bus No.PB-30F-5578 on the part of appellant No.2 which was owned by appellant No.1 and was insured with respondent No.1.

2. The said petition was allowed by the learned Tribunal vide impugned award and a compensation to the tune of Rs.2,32,000/- along with interest @ 7% per annum from the date of filing the claim petition till realisation was passed against the appellants. However, respondent No.1 insurance company was directed to satisfy the award at the first instance and to recover the same from the insured and other respondents as per law.

3. Aggrieved with the aforesaid award, the present appeal has been preferred by the owner and driver of the vehicle.

4. I have heard Mr. Surinder Garg, Advocate, learned counsel for the appellants and have gone through the paper-book carefully.

5. Learned counsel for the appellants contended that the respondent-insurance company has been wrongly absolved of the liability by the learned Tribunal. The driving licence of appellant No.2 was subsequently renewed so it cannot be stated that he was not having the valid driving licence to drive the vehicle in question on the date of accident.

6. I have duly considered the aforesaid contentions raised by learned counsel for the appellants but the same are without any substance. This fact is not disputed that the present accident has taken place on 26.11.2009. The copy of the impugned award shows that the respondent-insurance company has examined Hari Mohan Saini, official of the office of District Transport Office, Ganga Nagar, who has proved the driving licence of appellant No.2 Ex.R4. The said driving licence was originally

valid upto 17.11.2005. It was renewed w.e.f. 11.10.2006 to 11.10.2009 and it was further renewed w.e.f. 01.12.2009 to 30.11.2012 for the purpose of commercial vehicle. The present accident has taken place on 26.11.2009 and on that day, appellant No.2 was not having the valid driving licence. His driving licence was renewed w.e.f. 01.12.2009 which had expired on 11.10.2009. So, he had got renewed his licence after about 50 days and during this period the accident had taken place.

7. Section 14 of the Act deals with the currency of the licence to drive the motor vehicles. The proviso of this section provides that every driving licence shall, notwithstanding with its expiry under this sub-section, continue to be effective for a period of thirty days from such expiry.

8. The relevant portion of Section 15 of the Act reads as under : -

> "**15. Renewal of driving licences.** - (1) Any licensing authority may, on application made to it, renew a driving licence issued under the provisions of this Act with effect from the date of its expiry :
>
> Provided that in any case where the application for the renewal of a licence is made more than thirty days after the date of its expiry, the driving licence shall be renewed with effect from the date of its renewal."

9. As per the aforesaid provision of law, where the application for renewal of a licence is made after more than 30 days from the date of expiry, the driving licence shall be renewed with effect from the date of its renewal and not from the date of its expiry. In the instant case, the appellants shall have not adduced any evidence to show that appellant No.2 has applied for renewal of his licence within thirty days from the date of expiry of his licence. Thus, as appellant No.2 has not

applied for renewal of his licence within thirty days from the date of its expiry. His driving licence will be valid from the date of its renewal i.e. 01.12.2009. Thus, on the date of accident i.e. 26.11.2009, appellant No.2 was not having any valid driving licence as his licence was already expired on 11.10.2009 and the same was renewed w.e.f. 01.12.2009. The Hon'ble Supreme Court in case ***New India Assurance Company Ltd. Vs. Suresh Chandra Aggarwal 2009(3) RCR (Civil) 500*** laid down as under:-

> *"16.In the instant case, as noted above, as per the certificate issued by the licensing authority, the driving licence of the deceased driver had expired on 25th October, 1991 i.e. four months prior to the date of accident on 29th February, 1992 and it was renewed with effect from 23rd March, 1992. It is not the case of the claimant that the driver had applied for renewal of the licence within 30 days of the date of its expiry. On the contrary, it is the specific case of the appellant that the driving licence was renewed only with effect from 23rd March, 1992. From a plain reading of Section 15 of the Act, it is clear that if an application for renewal of licence is made within 30 days of the date of its expiry, the licence continues to be effective and valid without a break as the renewal dates back to the date of its expiry. Whereas, when an application for renewal is filed after more than 30 days after the date of its expiry, proviso to sub-section (1) of Section 15 of the Act, gets attracted and the licence is renewed only with effect from the date of its renewal, meaning thereby that in the interregnum between the date of expiry of the licence and the date of its renewal, there is no effective licence in existence. The provision is clear and admits of no ambiguity. However, the stand of the claimant before the District and State Fora as also before us was that since the deceased driver was holding a valid licence and had not been disqualified from holding an effective licence, the stipulation in the afore-extracted condition was not infringed. In our view, the argument is stated to be rejected. Admittedly, having failed to apply for renewal of the driving licence within 30 days from the date of its expiry in terms of Section 15 of the Act, the licence could not be renewed with effect from the date of its expiry and therefore, between the period from 26th October, 1991 to 22nd March, 1992, the deceased driver had no valid and effective driving licence as contemplated under Section 3 of the Act. We are*

convinced that during this period, he did not hold at all an effective driving licence, as required in the terms and conditions governing the policy on the date of accident i.e. 29th February, 1992."

10. It was further laid down:-

"18.We are fortified in our view by the decision of this Court in the case of Jarnail Singh (supra). In that case also, the driving licence of the driver, who drove the vehicle which got involved in the accident, had expired on 16th May, 1994. The accident took place more than five months thereafter i.e. on 20th October, 1994 and the driving licence was renewed only with effect from 28th October, 1996. On these facts, it was held that proviso to sub-section (1) of Section 15applied; the driver had no licence to drive the vehicle on the date of accident; the condition in the policy identical to the one in the present case was violated and therefore, the Insurance Company was not liable to pay any amount to the insured."

11. In view of the aforesaid ratio of law laid down by the Hon'ble Apex court the licence of appellant No.2 had already expired. He was not having a valid driving licence on the date of accident and the same was renewed much after the date of accident i.e. on 01.12.2009. So, I do not find any legal infirmity in the findings of the learned Tribunal granting the recovery rights to respondent No.1 insurance company.

12. Thus, the present appeal has no merits and the same is hereby dismissed.

11.01.2016 **(DARSHAN SINGH)**
sunil yadav **JUDGE**