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

FAO No.938 of 2012 (O&M)
Date of Decision: January 18, 2016

Oriental Insurance Co. Ltd.

..........APPELLANT

VERSUS

Atam Parkash and others

........RESPONDENTS.

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Ashwani Talwar, Advocate
for the appellant (s).

None for respondents No.1 and 2.

Respondent No.3 already ex parte.

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<u>SURINDER GUPTA, J.</u>

Heard.

This is an appeal filed by the Insurance Company against the award dated 22nd November, 2011 passed by Motor Accidents Claims Tribunal, Gurgaon (later referred to as 'Tribunal'). The only relief claimed by the appellant is the right to recover compensation amount from respondent No.2 i.e. insurer and owner of truck no.HR38-G-8823 (later referred to as 'offending vehicle') involved in the accident.

Learned counsel for the appellant has argued that this fact is admitted that driving licence of driver of the offending vehicle had expired on 13th March, 2010 and report to this effect was placed on record as Mark R-2. The accident had taken place on 14th March, 2010, on which date, the driving licence was not valid. Later on, this driving licence was got renewed for HTV (Transport) on 18th August, 2010. As the driver of the offending vehicle was not having a valid driving licence on the date of accident, it amounts to breach of terms and conditions of the insurance policy of the Insurance Company, as such, Insurance Company is entitled to have recovery rights against the insurer.

On giving a thoughtful consideration to the arguments of learned counsel for the appellant, I find no merit in the same, in view of the provisions of Section 14 of the Motor Vehicles Act, 1988. Proviso to Section 14(2)(b)(ii) of Motor Vehicles Act reads as follow:-

> *"Provided that every driving licence shall, notwithstanding its expiry under this sub-section continue to be effective for a period of thirty days from such expiry."*

It is clear from the perusal of the above proviso that the driving licence even after its expiry continues to be effective for a period of 30 days from such expiry, as such, on 14th March, 2010, driving licence of the driver of the offending vehicle, though expired, but was a valid driving licence. Therefore, the Insurance Company has no right to recover the compensation in this case. No other argument has been advanced.

This appeal lacks merits, hence, dismissed.

(SURINDER GUPTA)
JUDGE

January 18, 2016.
deepak/jv