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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of Decision: 16th February, 2016

\+ **MAC.APP. 39/2013 & CM No.766/2013**

RELIANCE GENERAL INSURANCE CO.LTD.

..... Appellant

Through: Mr. A K Soni, Adv.

versus

VED PAL & ORS.

..... Respondent

Through: Mr. Dwapayan Gupta, Adv. for R-1

\+ **MAC.APP. 42/2013 & CM No.793/2013**

RELIANCE GENERAL INSURANCE CO.LTD.

..... Appellant

Through: Mr. A K Soni, Adv.

versus

PRATAP SINGH & ORS.

..... Respondent

Through: None

CORAM:
HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT

R.K.GAUBA, J (ORAL):

1. Both these appeals have been filed by the insurance company directed against common judgment dated 26.09.2012 on the claim petitions presented by the respective first respondents herein, registered as suit

Nos.472/2010 and 18/2010, arising out of injuries suffered in a motor vehicular accident that occurred at about 8.30 PM on 15.06.2009 in front of Arora Petrol Pump, Mahipalpur, New Delhi involving Tata Indigo car bearing registration No.DL 4CU 4329 (the offending vehicle) which concededly was insured against third party risk with the appellant for the relevant period. The offending vehicle was statedly driven by the second respondent and was owned by the third respondent herein.

2. During the inquiry before the Tribunal on the two claim petitions, the insurance company took the position that there had been a breach of terms and conditions of the policy inasmuch as the driving license presented by the driver to the investigating police to show proper authorisation was a fake document. This contention was found to be correct and on that basis the Tribunal held that there had been a breach of terms and conditions and also granted recovery rights to it against the second and third respondents held jointly and severally liable.

3. Though the appeals were presented with certain other contentions, the only point pressed at the hearing is that the insurance company should have been totally exonerated from the responsibility rather than being asked to pay and recover. In the facts and circumstances of the cases, this Court finds the contention unmerited. Since an insurance policy valid and effective in respect of the offending vehicle against third party risk is in existence, the claim of the third parties cannot be withheld. The learned Tribunal has taken proper view of the matter and has rightly directed the insurance company to pay and thereafter recover. The appeals lack substance and are thus dismissed. [*National Insurance Company V. Swaran Singh* (2004) 3 SCC 297]

4. Statutory deposits, if made, shall be refunded.

5. By orders dated 15.01.2013, 50% of the awarded amount was ordered to be released. Remaining shall also be released.

R.K. GAUBA
(JUDGE)

FEBRUARY 16, 2016
VLD