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

Date of Decision: 02nd May, 2016

\+ **MAC.APP. 292/2013**

HDFC ERGO GENERAL INSURANCE CO. LTD. .... Appellant

Through: Mr. Pankaj Gupta & Ms. Suman Bagga, Advs.

versus

PUSHPA DEVI & ORS. ..... Respondents

Through: Mr. Amit Kumar Pandey, Adv. for R-1 to 5.
Mr. Hem C. Vashisht, Adv. for R-6.

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

JUDGMENT

R.K.GAUBA, J (ORAL):

1. By appeal at hand, the insurance company, first respondent before the motor accident claims tribunal (the tribunal) questions the direction in the judgment dated 15.09.2012 passed by it, in an accident claim case (suit no.951/2010) brought by the first to sixth respondents (claimants) directing it to pay ₹19,85,500/-, with interest, as compensation on account of death of Yogender Sharma in a motor vehicular accident that occurred on 27.12.2009, involving motor vehicle described as car bearing registration no.DL-3CAS-2711 (the offending vehicle), admittedly insured with it for the period in question. The insurance company (the insurer) primarily raises the contention that the eighth respondent, Sunil Kumar, the driver, of the

offending vehicle was not holding a valid or effective license at the relevant point of time and, therefore, there was a breach of terms and conditions of the insurance policy on which account the insurer should have been exonerated or at least granted recovery rights.

2. It is found on perusal of the record that the insurer did not contest the claim petition before the tribunal. Instead, on account of there being no written statement filed on its behalf, its defence was struck off. It is noted that the contention of the owner that the driver held a valid driving license issued by Nagaland Transport Authority was not challenged.

3. In these circumstances, the appeal is unmerited and is liable to be dismissed.

4. The insurance company had been directed by order dated 02.04.2013 to deposit the entire awarded amount with up-to-date interest accrued thereon with the Registrar General, and 60% was allowed to be released, the balance kept in fixed deposit receipt with UCO Bank, Delhi High Court Branch initially for a period of six months to be renewed periodically. The balance shall now be released to the claimants.

5. The statutory amount, if deposited, shall be refunded.

6. The appeal is dismissed.

R.K. GAUBA
(JUDGE)

MAY 02, 2016/ssc