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

Date of Decision: 15th March, 2016

\+ **MAC.APP. 537/2013**

SHRIRAM GENERAL INSURANCE CO. LTD. .... Appellant

Through: Mr. P. Acharya & Ms. Nitika Chaturvedi, Adv.

versus

GAUTAM MANDAL & ORS ..... Respondents

Through: Mr. Abhay Kumar & Mr. Tenzing Tsering, Advs.

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

JUDGMENT

R.K.GAUBA, J (ORAL):

1. By judgment dated 08.05.2012 passed in accident claim case registered as Suit No. 265/2010 on the petition preferred by the first respondent on account of injuries suffered by him in a motor vehicular accident that had occurred on 7.30 p.m. on 13.04.2010 involving truck bearing registration No. DL 1GA 9348 (offending vehicle), admittedly insured against third party risk with the appellant insurance company (insurer), compensation in the sum of ₹ 1,08,700/- with interest @ 9% per annum was awarded. The claimant had also impleaded the second and third respondents herein as the driver and owner respectively of the offending vehicle. The insurance company had, *inter alia,* taken the plea that the

driver had been allowed to take out the vehicle on public road without holding a valid or effective driving license and that the driving license shown was a fake document, and consequently there had been breach of terms and conditions of the insurance policy.

2. The tribunal upheld the contention of the insurance company about breach of terms and conditions of the insurance policy but directed it to pay, granting it right to recover from the driver or owner of the offending vehicle who had been held jointly and severally liable. By appeal at hand, the insurance company contends that inspite of being called upon to pay it should have been fully exonerated.

3. Having heard the counsel for the appellant, this Court finds no substance in the appeal. The view taken by the tribunal is in accord with the law laid down by the Supreme Court, *inter alia* in *National Insurance Company V. Swaran Singh* (2004) 3 SCC 297 and *United India Insurance Company Ltd. V. Lehru & Ors.* (2003) 3 SCC 338. The appeal is thus, liable to be dismissed.

4. The insurance is at liberty to enforce the recovery rights already granted to it by the tribunal.

5. The appeal is disposed of with above observations.

6. The statutory deposit, if made, shall be refunded.

R.K. GAUBA
(JUDGE)

MARCH 15, 2016
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