IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.585 of 2009

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National Insurance Company Ltd. Through Its Divisional Manager Shanti Market, Gaya

.... Appellant/s

Versus

1. Shankar Prasad Yadav S/O Late Jatan Prasad Vill- Bajitpur, P.S. Wazirganj, P.O. Kadhariya, Distt. Gaya
2. Sri Raju Kumar S/O Sri Dindayal Prasad Vill- Aeru, P.O. Sahiya, P.S. Wazirganj, Distt. Gaya

.... Respondent/s

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Appearance :
For the Appellant/s : Mr. Prakash Kumar, Adv
For the Respondent/s : Mr.

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CORAM: HONOURABLE THE CHIEF JUSTICE
ORAL JUDGMENT

Date: 20-07-2017

None appears for the respondents even though notice has been served as indicated in the office note.

As this appeal is of the year 2009, I have heard learned counsel for the Insurance Company, perused the records and proceeded to decide the matter.

This is an appeal filed by the Insurance Company challenging the judgment and award passed by the Motor Accident Claim Tribunal-cum-1st Additional District Judge, Gaya in Motor Accident Claim Case No. 8 of 2006/118 of 2005.

The award in question is challenged on the ground that once it is found that the driving license issued to the driver of the vehicle is not genuine but the same has been renewed and the renewal is a genuine one then in accordance with the principle laid down in the case of *United India Insurance Company Limited versus Lehru and Others (2003) 3 SCC page 338*, the Insurance Company is liable to pay the amount and recover it from the owner of the vehicle or the driver. It is stated that even though the principle with regard to liability and validity of a driving license on its renewal is laid down in the case of Lehru (Supra) is correctly applied but the principles further laid down therein granting liberty to the Insurance Company to exercise the option to pay and recover has not been granted in the said case and therefore, limited to that extent, modification of the order is sought for.

Having heard learned counsel for the Insurance Company and on perusal of the principles laid down by the Supreme Court in the case of Lehru (Supra), I find much force in the aforesaid contention of the learned counsel for the Insurance Company.

Keeping in view the aforesaid, this appeal is allowed in part with liberty to the Insurance Company that the Insurance Company, after discharging its liability shall have liberty to recover the amount from the owner or driver of the vehicle.

The statutory amount be also sent to the Tribunal.

With the aforesaid, the application stands disposed of.

(Rajendra Menon, CJ)

Shageer/-

AFR/NAFR	NAFR
CAV DATE	NA
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