

NAFR**HIGH COURT OF CHHATTISGARH, BILASPUR****Misc. Appeal (C) No. 272 of 2011**

The Oriental Insurance Company Limited, Branch Office, Aadarsh Bal
Mandir, Main Road Dhamtari, Tehsil and District Dhamtari, CG

---- Appellant**Versus**

1. Ranjeet Baghel S/o Bandhan Lal, resident of Singroy, Makdi Tehsil
Kanker, District Uttar Bastar, Kanker (CG)
2. Vehicle driver/owner Rupendra Jain S/o Fulchand Jain, Caste Kalar
Resident Village Kanapod, Tehsil Charama, District Uttar Bastar,
Kanker (CG)

---- Respondents

For Appellant : Shri Sudhir Agrawal, Advocate

Hon'ble Shri Justice P. Sam Koshy**Order On Board****24/11/2017**

Since there was no representation on behalf of the claimant in spite of repeated calls, this Court thought it fit for taking assistance of Shri Praveen Dhurandhar, advocate for disposal of the appeal.

2. Present is an appeal by the Insurance Company under Section 173 of the Motor Vehicles Act assailing the award dated 09.08.2010 passed by the Motor Accident Claims Tribunal, Uttar Bastar Kanker (CG) in Claim Case No. 37/2009. Vide the impugned award the Tribunal in an injury case under Section 166 of MV Act has awarded a compensation of Rs.87,300/- with interest at the rate of 6% per annum from the date of application.

3. Contention of the counsel for the Insurance Company is that the liability fastened upon the Insurance Company is erroneous on the ground that the driver did not have a proper driving licence at the time of accident. He had

produced two driving licence in the course of his evidence and therefore there is a great element of doubt as no person is permitted to retain two licences. He further contended that the offending vehicle also did not have a valid permit at the time of accident.

4. As regards the question of licence is concerned, the record reveals that the Insurance Company has not led any evidence to substantiate the contention raised on the said issue. As far as the permit is concerned, the record shows that the offending Jeep involved in the accident at the relevant point of time had a valid permit as is evident from the witness of the concerned RTO who has deposed that the vehicle had a permit to be operated in the district of Kanker. At this juncture, counsel for the Insurance Company submits that the place of accident in the present case is beyond the territory of District Kanker. This Court does not find the place of incident to be a material factor to absolve the Insurance Company of its liability when the vehicle had a permit to operate issued from the RTO within the territory of Kanker. Thus, this Court does not find any strong case made out by the Insurance Company for interfering with the impugned award. Even otherwise, this court is not inclined to entertain the appeal on the ground that the amount of compensation awarded also is too meager an amount.

5. The appeal thus fails and is accordingly dismissed.

**Sd/-
(P. Sam Koshy)
JUDGE**