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HIGH COURT OF CHHATTISGARH, BILASPUR

Misc. Appeal (C) No. 1534 of 2016

1. United India Insurance Company Limited Anupama Chowk, Jagdalpur, District- Bastar, Chhattisgarh, Through- its Divisional Manager, Divisional Office- 2nd Floor, Guru Kripa Towers, Vyapar Vihar Raod, Bilaspur, District- Bilaspur, Chhattisgarh

---- Appellant

Versus

1. Dabbu Markam S/o Suduram, aged about 40 years, Caste- Muriya, R/o Farasgaon-Bafna, Tahsil and District- Kondagaon, Chhattisgarh
2. Kamla W/o Dabbu Markam, aged 35 years, Caste- Muriya, R/o Farasgaon-Bafna, Tahsil and District- Kondagaon, Chhattisgarh
3. Ramesh@ Ramchandra Swai S/o Govind Ram, aged 48 years, R/o Metguda, Tahsil & Police Station- Jagdalpur, District- Bastar, Chhattisgarh
4. Budhuram Kashyap S/o Sukru Kashyap, R/o Frejarpur, Jagdalpur, District- Bastar, Chhattisgarh

---- Respondents

For Appellant	–	Shri Dsharath Gupta, Advocate.
For Respondents 1 and 2	–	Shri Shobhit Koshta, Advocate.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

17-01-2017

Heard on I.A.No.1/2016 which is an application for condonation of delay in filing of appeal.

2. For the reasons assigned therein, I.A.No.1/2016 for condonation of delay of 44 days in filing of the appeal is allowed and the delay stands condoned.

3. The present appeal under Section 173 of the Motor Vehicles Act, 1988 has been filed assailing the order dated 09-05-2016 passed in Claim Case No.23/2013. Vide the said award, the learned Addl. Motor Accident Claims Tribunal, Kondagaon in Claim Case No.23/2013, allowed the application under Section 166 of the Motor Vehicles Act seeking compensation by respondents 1 and 2 in respect of death of their son Suraj, who met with an accident on 08-02-2013 while he was travelling in a tractor. The claim case was allowed to the tune of Rs. 4,49,000/- in favour of respondents 1 and 2.

4. Sole ground which the insurance company has taken for challenging the impugned award is that the driver of the said vehicle, i.e. respondent No.3 in the present appeal was not having valid licence during the said period.

5. Counsel for the insurance company has referred the statement of one Ramkaran, a witness produced by the insurance company who was an Assistant Grade-II in the Regional Transport Office Jagdalpur. The said witness has stated before the court that respondent No.3 in the present appeal, Ramesh, the driver of the truck, which met with the accident was having a licence valid for the period 17-02-2010 to 24-01-2013, and the accident in the instant case has taken place on 08-02-2013, i.e. after about 14 days time from the date of expiry of the licence. Counsel for the insurance company pleaded that the driver of the said truck was not having valid driving licence, therefore, the insurance company cannot be saddled with the liability to pay compensation as there was clear breach of the condition of the insurance policy. Learned counsel for the insurance company, therefore, sought for the order being modified to the extent that the insurance company may be exonerated from the payment of liability and the liability may be saddled upon the owner of the truck.

6. Shri Shobhit Koshta, counsel for respondents 1 and 2 submits that in fact it is a case where the driver had a valid licence and the accident occurred just after 14 days from the date of expiry and proviso to Section 14 of the Motor Vehicles Act clearly envisages the condition that validity of the driving licence shall continue to be effective for a period of thirty days from the date of expiry, as such since the accident arose just within 14 days from the date of expiry on 24-01-2013 and the same cannot be accepted as breach of the policy condition and the order passed by the court below does not warrant any interference.

7. Considering total facts and circumstances of the case, particularly in view of the undisputed fact that the accident in the instant case arose on 08-02-2013 and that respondent No.3, the driver of the truck who met with the accident had a licence valid from the period 17-02-2010 to 24-01-2013 and the accident arose just about 14 days from the date of expiry of validity of the licence, keeping in view the proviso to Section 14 of the Motor Vehicles Act, this Court does not find any illegality or infirmity or strong case made out by the insurance company calling for interference with the impugned award. The appeal suffers from merit and is accordingly rejected.

Sd/-

(P. Sam Koshy)
JUDGE

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