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

Decided on: 22nd August, 2017

\+ MAC.APP. 203/2015

NATIONAL INSURANCE CO. LTD. ..... Appellant

Through: Ms. Seema Gulati, Advocate

versus

JAGMOHAN JUNEJA & ORS ..... Respondents

Through: None

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

JUDGMENT (ORAL)

1. On the claim petition (suit no.602/12) of the first respondent, the Motor Accident Claims Tribunal (Tribunal), by judgment dated 17.10.2014, awarded compensation in his favour and directed the appellant insurance company to pay the same, it admittedly being the insurer of the offending vehicle against third party risk for the period in question. The insurer had raised the defence of breach of terms and conditions of the insurance policy on the ground that the driver, Gurdayal Singh (second respondent), engaged by the registered owner / insured of the vehicle, Savinder Pal Singh (third respondent), was not holding a valid or effective driving licence. This plea was rejected by the tribunal.

2. The appeal was filed and has been pressed only to reiterate the plea for recovery rights on the above ground. The insurance company was allowed an opportunity to lead additional evidence as per directions in the order dated 04.03.2016. It examined P.S. Panchpal (AW-1), Motor Licensing Officer to prove that the licence of the said driver issued on 11.05.2009 had lapsed on 10.05.2012 and that it was thereafter renewed on 05.10.2012 after the occurrence. It is clear that the driver did have a valid driving licence sometime prior to the accident but the same had lapsed, the renewal coming after sometime. There is nothing shown from which it could be deduced that the absence of validity of the driving licence on the crucial date had contributed to the cause of the accident. The rule of main purpose as envisaged in *National Insurance Company V. Swaran Singh* (2004) 3 SCC 297 applies. Similar contention urged in *Oriental Insurance Co. Ltd. Vs. Deepa & Ors., MACA 1042/2016* was repelled by judgment dated 11.08.2017.

3. Following the aforesaid rulings, the appeal is found devoid of substance and is dismissed.

4. It is noted that the insurance company had already deposited the amount of compensation with the tribunal. The same shall be released to the claimants, unless already so done.

5. The statutory amount shall be refunded.

R.K.GAUBA, J.

AUGUST 22, 2017
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