$~R-513

IN THE HIGH COURT OF DELHI AT NEW DELHI

Decided on:20th November, 2017

\+ MAC.APP. 602/2012

RELIANCE GENERAL INSURANCE CO LTD. ..... Appellant
Through: Mr. Pankej Seth, Advocate.

versus

SEKH NACHHAR & ORS ..... Respondents
Through: None.

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

JUDGMENT (ORAL)

1. The insurance company (appellant) has been directed by the Tribunal by its judgment dated 28.04.2012 in accident claim case (suit No. 774/2009) of first respondent (claimant) to pay compensation to him on account of death of his child Master Ropik @ Rafique @ Rafiqul Sekh aged 10 years, in a motor vehicular accident that occurred on 28.09.2008 due to negligent driving of motor vehicle (tempo) bearing registration No. DL-1LD-5561 admittedly insured against third party risk with it for the period in question.

2. As per the facts brought home before the Tribunal, the vehicle in question, a light motor vehicle (transport) was driven by the second respondent (the driver). It appears, the insurance company, while resisting the liability to indemnify, attempted to show that the said driver held a licence which was valid for light motor vehicle (non-

transport) whereas the offending vehicle was a commercial vehicle (tempo). This argument was rejected by the Tribunal. It is the said plea which is pressed at the hearing on the appeal to claim recovery rights.

3. The above contention must be rejected in view of the previous rulings of this Court on the same subject in *MAC. Appeal No. 154/2013*, *IFFCO TOKIO General Insurance Co Ltd v. Darshna & Ors., decided on 16.08.2017, MAC. Appeal No. 157/2013, IFFCO TOKIO General Insurance Co Ltd v. Parvati & Ors, decided on 16.08.2017* and *MAC. Appeal No. 55/2017, Shriram General Insurance Co Ltd. v. Balai Dass & Ors, decided on 16.08.2017, MAC. Appeal No. 65/2017, Shriram General Insurance Co Ltd. v. Balai Dass & Ors, decided on 16.08.2017.*

4. The appeal is, therefore, dismissed.

5. By order dated 28.5.2012, the insurance company had been directed to deposit the entire awarded amount with the Tribunal and the same was permitted to be released to the claimants. Thus, no further directions in this regard are required.

6. The statutory deposit shall be refunded to the insurance company.

R.K.GAUBA, J.

NOVEMBER 20, 2017
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