$~R-535 & 536

IN THE HIGH COURT OF DELHI AT NEW DELHI

Decided on: 22nd November, 2017

\+ **MAC.APP.728/2012**

ORIENTAL INSURANCE CO LTD ..... Appellant
Through: Mr. Tarkeshwar Nath with Mr. Saurabh Kumar Tuteja, Advocates

versus

DHARAM PAL & ORS .....Respondents
Through: None.

\+ **MAC.APP.731/2012**

ORIENTAL INSURANCE CO LTD ..... Appellant
Through: Mr. Tarkeshwar Nath with Mr. Saurabh Kumar Tuteja, Advocates

versus

SUKHRAM SAGAR & ORS .....Respondents
Through: None.

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

<u>JUDGMENT (ORAL)</u>

1. By a common judgment dated 15.03.2012, the Tribunal decided two accident claim cases, one (suit No.161/10) instituted by the first respondent in MAC. Appeal No. 728/2012 and, the other (suit No. 163/10), instituted by the first respondent in MAC. Appeal No.

731/2012. Both the claim cases had arisen out of the same motor vehicular accident wherein the respective claimants had suffered injuries due to negligent driving of motor vehicle described as one bearing registration No. UP-32BN-6373. It was admittedly insured against third party risk for the period in question with the appellant (the insurer). It was proved at the inquiry into the two claims that the vehicle was driven negligently by Sanjeev Kumar (the respondent in these appeals).

2. The Tribunal fastened the liability to pay compensation on the insurer rejecting its plea of breach of terms and conditions of the insurance policy on the ground that there was no valid or effective driving licence held by the said Sanjeev Kumar. These appeals are pressed only to seek recovery rights reiterating the breach on the grounds mentioned above.

3. Having heard the learned counsel and having perused the record, this Court finds no good reason to interfere. The Tribunal has noted that Sanjeev Kumar, the driver, in his written statement had given the particulars of the driving licence which he had obtained from the transport authority at Hardoi (U.P.). The record, in fact, shows that a copy of the said driving licence was also submitted during inquiry (page 269 of the Tribunal's record). The insurance company, however, harped on a report obtained from the licensing authority at Farrukhabad (U.P.) relying upon some other document. No effort was made by the insurance company to have the Hardoi licence verified either during the inquiry before the Tribunal or even during the pendency of this appeal before this Court.

4. In these circumstances, the appeals are dismissed.

5. The statutory amount shall be refunded.

R.K.GAUBA, J.

NOVEMBER 22, 2017
srb