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

Decided on: 28th August, 2017

\+ MAC APPEAL No. 265/2015 & CM No. 4681/2015

RELIANCE GENERAL INS. CO. LTD. ..... Appellant
Through: Mr. A.K. Soni, Adv.

versus

SAMIR RANJAN ROUT & ORS. ..... Respondents
Through: Ms. Shilpi, Adv. for R-1.
Mr. Rahul Sharma, Adv. for R-3.

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

JUDGMENT (ORAL)

1. The insurance company on which the liability to pay compensation in favour of the first respondent has been fastened by judgment dated 29.10.2014 in accident claim case (case no. 187/2014), on account of injuries suffered in motor vehicular accident that occurred on 14.01.2011, questions the inclusion of medical expenses of Rs. 93,772/- amongst the various heads of damages on the ground that it is possible that the claimant would have secured reimbursement of the said amount from his employer. This plea, more based on apprehension, is misplaced, inasmuch as the insurance company had filed a review application which was dismissed by the tribunal by subsequent order dated 17.12.2014 taking note, *inter alia,* of the reply of the claimant to the effect that no amount on account of medical expenses had been availed by the claimant from his employer.

2. The other contention urged at the hearing by the insurance company is directed against the third respondent, it being the owner/insured of the vehicle, on the ground that the driver (second respondent) was not holding a valid or effective driving licence on the date the accident occurred. It is noted that the driver did have a valid licence which, however, had lapsed. The default was on the part of the driver having the said driving licence in getting it renewed immediately. Thus, on the crucial date, there was no valid or effective driving licence. In identical fact-situation in MAC Appeal No. 203/2015 *National Insurance Company Ltd. vs. Jagmohan Juneja & Ors.* decided on 22.08.2017, such plea has not been accepted as constituting breach of terms and conditions of the insurance policy by the owner.

3. The appeal is dismissed.

4. The execution of the award was stayed by order dated 13.03.2015. The stay is now vacated. On 10.02.2017, it had been submitted by the counsel for the appellant that the entire awarded amount with interest would be deposited with the tribunal. The amount if deposited shall be released to the claimant in terms of the award. In case of default, the claimant has the liberty to take out appropriate proceedings before the tribunal for its recovery.

5. The statutory amount shall be refunded after proof is adduced of the award having been satisfied.

R.K.GAUBA, J.

AUGUST 28, 2017/nk