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

Decided on: 19th July, 2017

\+ MAC.APP. 352/2009

ORIENTAL INSURANCE CO. LTD. ..... Appellant

Through: Mr. Pradeep Gaur, Advocate

versus

GULFAM BEGUM & ORS. ..... Respondents

Through: None

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

JUDGMENT (ORAL)

1. The first respondent had instituted accident claim case (MACT 579/08/04) for compensation for injuries suffered by her in an accident that occurred on 08.03.2004 involving negligent driving of a Jeep bearing no.DL-1Q-0173, it being driven at the relevant point of time by the third respondent, it being registered in the name of the second respondent and admittedly insured against third party risk with the appellant insurance company (insurer).

2. The Tribunal after inquiry, by judgment dated 08.05.2009, awarded compensation in her favour directing the insurance company

to pay rejecting its plea about breach of terms and conditions of the insurance policy.

3. The appeal is pressed only to the extent of claim of recovery rights on the ground that the third respondent (driver) was not holding a valid driving licence.

4. It is noted from the evidence on record and the findings recorded by the tribunal that the third respondent was in possession of a driving licence for light motor vehicle (non transport) for the period 26.02.2001 to 25.02.2004 which was renewed from 24.09.2004 to 23.09.2007. It is the contention of the insurer that there was no renewal of the licence covering the date of accident and that even if it were to be assumed that the driver was not disqualified and therefore, there was no breach on this account the driving licence for non-transport vehicle could not hold good for the vehicle in question.

5. Both the contentions must be rejected.

6. The ruling in *National Insurance Co. Ltd. Vs. Swaran Singh,* 2004 (3) SCC 297 guides that the rule of main purpose would apply. There is nothing shown from which it could be inferred that the driver was disqualified from driving the vehicle or non renewal would have led to the cause for the accident. The other contention needs to be rejected with reference to the decision of the Supreme Court in *Mukund Dewangan Vs. Oriental Insurance Co. Ltd., 2017 (7) Scale 731* and of this court in *New India Insurance Co. Ltd. Vs. Mr. Arvinder Kaur and Ors., MACA 32/2006 decided on 17.02.2016*.

7. The appeal is, therefore, devoid of substance and is, therefore, dismissed.

8. The statutory amount shall be refunded upon proof of satisfaction of the award being shown.

R.K.GAUBA, J.

JULY 19, 2017
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