NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No.675 of 2011

Bajaj Allianz General Insurance Company Limited, Through Manager, Shiv Mohan Bhawan, Vidhan Sabha Road, Pandari, Raipur, District Raipur (C.G.).

---Appellant

Versus

1. Parvati Bai Wd/o Late Ramprasad, aged about 45 years, Occupation-Housewife.
2. Basant S/o Late Ramprasad, aged about 28 years, Occupation-Farmer.

   Both are R/o village Mankepi, Thana Shankargarh, Tahsil Samri, Kusumi, District Surguja (C.G.).
3. Salasar Road Lines, Through Manager, Address Shyam Rice Mill, Nevra, Thana Nevra, Tilda, District Raipur (C.G.) (Owner).
4. Ramesh Kumar S/o Sant Ram, aged about 25 years, Occupation Truck Driver, C/o Shyam Rice Mill, Nevra, Thana Nevra, Tilda, District Raipur (C.G.) (Driver).

---Respondents

For appellant/Insurance Company	:	Shri S.S.Rajput, Advocate.
For respondents No.1 & 2	:	Shri Rishi Rahul Soni, Advocate.
For respondents No.3 & 4	:	Shri M.L.Saket, Advocate.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

04/01/2018

1. Present is an appeal by the Insurance Company under Section 173 of the Motor Vehicles Act assailing the award dated 07/02/2011 passed by the learned 3rd Additional Motor Accident Claims Tribunal (FTC), Surguja, District Ambikapur (C.G.) in Motor Accident Claim Case No.71/2009.

2. Vide the said impugned award, the Tribunal in a death case has awarded a compensation of Rs.2,45,992/- with interest @ 6% per annum from the date of application.

3. The facts of the case in brief is that, the deceased in the instant case Ramprasad met with an accidental death on 11/04/2008 when he was hit by a Truck bearing registration No.CG-04-JA-4073 owned by respondent No.3 and driven by respondent No.4. The legal representatives of the deceased filed the claim application which stood decided by the impugned award. The liability of payment of compensation has been fastened upon the Insurance Company since the vehicle was duly insured during the relevant time.

4. The sole contention of the counsel for the appellant is that, the liability has been wrongly fastened upon the Insurance Company in as much as the driver of the offending vehicle at the relevant point of time did not have a valid license and the license that he was having was a fake license. He further submits that, the license which the driver was having was issued on the basis of license which was earlier issued to someone else which by itself establishes the fact that, the license which was issued was a fake license. The counsel for the appellant in support of his contention refers to the statement of the witness examined on behalf of the Insurance Company i.e. Rajesh Kumar Bhargav, a person from the office of the R.T.O., Raipur who had stated that, the original license was infact issued in the name of some other person. Thus it was contended that the subsequent issuance of license was not proper and that the original license number reflected in the license

of respondent No.4 was not issued in his name. Thus, the license which he was having was liable to be treated as a fake license. The counsel for the appellant further submits that, once when the original license itself was not proper, the subsequent renewal of the same by the office of R.T.O. would not be valid and it would still remain to be a fake license.

5. Having heard the contentions of the counsel for the appellant and on perusal of the statement of the officer of the R.T.O. it would reflect that, the witness has not said that the license which the respondent No.4 was possessing was not issued from the office of R.T.O., Raipur. It only refers to the fact that, the original license number which is reflected in the license of respondent No.4 was perhaps issued to some Sushma Mishra and the documents and the registers during that period were not available in the office of R.T.O., Raipur.

6. Further what is also reflected is that, there is being due renewal of the license which the respondent No.4 was having from the office of R.T.O., Raipur in as much as the license to drive the heavy vehicles was valid initially from 07/01/2005 to 06/01/2008 and thereafter from 06/01/2008 to 07/01/2011 i.e. the period during which the accident had occurred.

7. Once when the witness from the office of the R.T.O. has admitted the fact that, the license was issued from the office of R.T.O. and that it was renewed periodically, this Court does not find any fault on part of the owner. It is settled position of law that, the owner cannot go deep into the verification aspect of the license which the driver has possessed. From

perusal of the record it shows that, the license had also been periodically renewed from the office of R.T.O. from time to time which was bonafidely accepted by the owner. Therefore, he cannot be found fault with and the Insurance Company cannot be absolved of its liability indemnifying the owner.

8. Given the aforesaid facts and circumstances, this Court does not find any strong case made out calling for an interference with the impugned award.

9. The appeal thus fails and is accordingly rejected.

Sd/-
(P. Sam Koshy)
JUDGE

Sumit