**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.**

**FAO No.6033 of 2011 (O&M)
Date of Decision: February 28, 2018.**

Ram Kishore and another

..........APPELLANT(s).

VERSUS

Urmila and others

........RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Shiv Kumar, Advocate
for the appellant (s).

Mr. Arun Sharma, Advocate for
Mr. T.K. Joshi, Advocate
for respondent No.9.

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SURINDER GUPTA, J.

This is appeal by driver and owner of the offending vehicle against the award dated 27.05.2011 passed by Motor Accident Claims Tribunal, Faridabad, whereby insurer of the offending vehicle was allowed right to recover the amount of compensation paid to the claimant from appellant No.2-owner.

As the only issue involved in this case is about the legality and validity of the order allowing the recovery rights against owner of the offending vehicle, detailed facts of the case are not being discussed for the same of brevity.

The tribunal discussed this issue in para 34 of the award, which reads as follows:-

> "34. In the instant case, the Mahindra Pick Up van in question was loaded with the water of Mount Kailash Company. So, it was being used as a transport/goods vehicle. The vehicle in question was also insured as a goods carrying vehicle. So, the vehicle in question was being used/plied as a transport/goods vehicle. But respondent No.1 was having the driving licence only for the light motor vehicle and was not endorsed for the transport vehicles. So, he was not having a valid and effective driving licence to drive the transport/goods vehicle which is a clear violation of the terms and conditions of the insurance policy Ex.R2. However, as the claimants are third party, the vehicle in question was validly insured with respondent No.3/insurance company, so, the respondent/insurance company can be directed at the first instance to satisfy the award and then to recover the awarded amount from respondent No.2, the insured, by executing this very award."

It has been fairly conceded that as per the law laid down in case of ***Mukund Dewangan Vs. Oriental Insurance Company Limited 2017(4) RCR (Civil) 111,*** a driver who is having licence to driver light motor vehicle and is driving transport vehicle of that class, is not required to obtain an endorsement to drive transport vehicle. The light transport vehicle are not excluded from the definition of LMV.

As per the above observation of Hon'ble Apex Court, the driver of the offending vehicle in this case was competent to drive the transport vehicle as well.

This legal proposition has not even been contested by learned counsel for respondent No.9-insurance company.

The observations of Hon'ble Apex Court in case of ***Mukund***

Dewangan Vs. Oriental Insurance Company Limited (supra) squarely covers the dispute in this case. This appeal has merits and is allowed. Award of the tribunal is set aside to the extent it grants right to recover the amount of compensation paid by the insurer from the insured.

(SURINDER GUPTA)
February 28, 2018. **JUDGE**
Sachin M.

Whether speaking/reasoned: ***Yes/No***

Whether Reportable: ***Yes/No***