In the High Court of Punjab and Haryana at Chandigarh

FAO- 4293 of 2019 (O&M)
Date of Decision: 4.7.2019

IFFCO TOKIO General Insurance Company Limited

---Appellant

versus

Raj Rani and others

---Respondents

Coram: **Hon'ble Mrs. Justice Rekha Mittal**

Present: Mr. Vishal Aggarwal, Advocate
for the appellant

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Rekha Mittal, J.

Challenge in the present appeal has been directed against award dated 11.4.2019 passed by the Motor Accidents Claims Tribunal, SAS Nagar Mohali whereby compensation has been assessed on account of death of Vishal in a motor vehicular accident that took place on 4.7.2017

Counsel for the insurance company would inform that appeal has been preferred to assail the award primarily on two counts. It is argued that the Tribunal has assessed income of the deceased at Rs. 18000/- per month on the basis of his salary as Sales Traniee with M/s Livguard Energy Technologies Private Limited, Gurgaon but he joined as such few days before the occurrence i.e. 19.6.2017.

Another submission made by counsel is that as the vehicle did not have route permit to ply in the area in question where the occurrence took place, the insured is guilty of violating the terms and conditions of policy constituting a defence in favour of the insurer under the Motor Vehicles Act, 1988 (in short “the Act”).

I have heard counsel for the appellant and perused the paper book particularly the award impugned .

The claimants examined Gurpreet Singh, Area Service Incharge of M/s Livguard Energy Technologies Private Limited, Gurgaon to prove employment and salary of the deceased. Counsel has failed to point out any materials elicited in cross examination of the witness to discard or disbelieve his testimony. Even if the deceased had joined service of the company few days before the occurrence but it remains a fact that at the time of accident he was working at salary of Rs. 18,064/- on the basis whereof the Tribunal has assessed his income at Rs. 18,000/- per month. In the given scenario, I do not find any reason to interfere in assessment of compensation by the Tribunal.

This brings the court to second submission with regard to non-possessing of route permit. Perusal of Section 149 (2) of the Act leaves no manner of doubt that defence available to the insurance company is in respect of permit and not a route permit, therefore, the insurance company cannot be heard to say that the insured in guilty of breaching terms and conditions of policy constituting a defence in faovur of the insurer.

No other point has been raised.

In view of what has been discussed hereinbefore, finding no merit, the appeal fails and is accordingly dismissed in limine.

(Rekha Mittal)
Judge

4.7.2019
PARAMJIT

Whether speaking/reasoned : Yes
Whether reportable : Yes/No