IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-225-2014(O&M)
Date of decision:-12.2.2019

The Oriental Insurance Co.Ltd.

...Appellant

Versus

Manjit Kaur and others

...Respondents

CORAM: HON'BLE MR.JUSTICE H.S.MADAAN

Argued by: Mr.S.K. Yadav, Advocate
for the appellant.

Mr.Harkeerat Singh, Advocate
for respondents No.5 and 6.

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H.S. MADAAN, J.

On account of death of one Ranjit Singh in a motor vehicular accident, which took place on 7.5.2011 at about 7:00 p.m. in the area of near Society Petrol Pump, Doraha allegedly on account of rash and negligent driving of Mini bus bearing registration No.PB-10CW-8558 (hereinafter referred to as the offending vehicle) by respondent No.1 Sukhbir Singh, legal representatives of Ranjit Singh – deceased including his wife - Smt.Manjit Kaur, minor son - Gursewak Singh, minor daughters - Jaspreet Kaur and Sumanpreet Kaur, had brought a claim petition under Section 166 of the Motor Vehicles Act, claiming compensation to the tune of Rs.50 lacs. In the said claim petition, they impleaded Sukhbir Singh – driver, M/s Doroha Public School, Doraha, District Ludhiana – owner and

Oriental Insurance Company Ltd. – insurer of the offending vehicle as respondents.

That claim petition was contested by all the three respondents.

Vide Award dated 25.10.2013, learned Motor Accidents Claims Tribunal, Ludhiana allowed the claim petition and awarded compensation of Rs.7,70,700/- with interest and cost to the claimants payable by all the three respondents jointly and severally.

The respondent No.3 – insurance company felt aggrieved by the said Award and has approached this Court by way of filing an appeal praying that the same be allowed and award be set aside qua the appellant and further recovery rights be granted to such appellant.

Notice of the appeal was issued to the respondents No.5 and 6 only, who put in appearance through counsel.

I have heard learned counsel for the appellant – insurance company and learned counsel for respondents No.5 and 6 besides going through the record.

Learned counsel for the appellant has contended that at the time of accident Sukhbir Singh – driver – respondent No.1 had no valid and effective driving licence to drive the offending vehicle because he was having licence to drive motorcycle/Light Motor Vehicle only, whereas the bus in question came within the definition of transport vehicle/commercial vehicle and in the insurance policy it is mentioned as a school bus, as such a transport vehicle, in that way, he was not authorized to drive the school bus in question resulting in violation of terms and conditions of the insurance policy absolving the insurance company of its liability to pay compensation on behalf of the insured and the insurance company is entitled to recover the amount paid by it to the claimants for the said reason. In support of his such contention, he has referred to authority ***New India Assurance Co.Ltd. Versus Prabhu Lal, 2008(1) RCR(Civil) 198*** by the Apex Court wherein it was observed that when a driver holding licence to ply Light Motor Vehicle but driving Transport Vehicle, met with an accident, then the Insurance Company is not liable since a person holding driving licence to ply Light Motor Vehicle cannot ply Transport Vehicle.

On the other hand, learned counsel for respondents No.5 and 6 has vehemently argued that respondent No.1 was authorized to drive the bus in question and no violation of the terms and conditions of the insurance policy took place; that the Tribunal has dealt with that aspect in detail in the Award. Learned counsel for respondents No.5 and 6 has referred to Apex Court judgment ***Mukund Dewangan Versus Oriental Insurance Company Ltd., 2017(4) RCR(Civil) 111*** wherein it was observed that when a driver is holding a licence to drive Light Motor Vehicle, he is competent to drive a Transport vehicle of that category without specific endorsement to drive the Transport Vehicle.

After hearing rival contentions of learned counsel for the parties and going through the authorities referred to by them besides perusing the record, I find that no violation of terms and conditions of insurance policy is shown to be there with respect to the driving licence possessed by respondent No.1 Sukhbir Singh. The appellant – Insurance

Company is not absolved of its liability to pay compensation to the claimants and it is certainly not entitled to recover the amount of compensation paid/payable by it to the claimants under the Award.

I do not find any illegality of infirmity in the award passed by the Tribunal. Rather the same is well reasoned one, based upon proper appraisal and appreciation of evidence and correct interpretation of law. There is no illegality or infirmity therein.

Thus, the appeal stands dismissed.

12.2.2019 **(H.S.MADAAN)**
Brij **JUDGE**

Whether reasoned/speaking : Yes/No

Whether reportable : Yes/No