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

**FAO No. 4845 of 2013 (O&M)
DECIDED ON: MARCH 27, 2019**

UNITED INDIA INSURANCE COMPANY LTD.

.....APPELLANT

VERSUS

MANPREET SINGH AND OTHERS

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE AVNEESH JHINGAN

Present: Mr. Gopal Mittal, Advocate for
Mr. Munish Goel, Advocate
for the appellant.

Mr. Suveer Sheokand, Advocate
for respondent No.1.

None for respondent No.2.

Ms. Jaideep Kaur, Advocate for
Mr. Hitesh Kaplish, Advocate
for respondents No.3 and 4.

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AVNEESH JHINGAN J. (ORAL)

The award dated 12.07.2013 passed by the Motor Accident Claims Tribunal, Ludhiana (for brevity 'the Tribunal') has been assailed by insurer of bus bearing registration No. PB-13-G-9955 (hereinafter referred to as the 'offending vehicle').

The facts with regard to the accident are not in dispute amongst the parties. A motor vehicular accident took place on 30.04.2011 in which Manpreet Singh sustained injuries. The offending vehicle was involved in the accident.

A claim petition under Section 163-A of Motor Vehicles Act, 1988 (for short 'the Act') was filed by Manpreet Singh. The Tribunal awarded a sum of ₹2,10,100/- alongwith interest @6% per annum.

The Tribunal after considering the facts and on appreciating the evidence adduced, held that the driver of the offending vehicle was not holding a valid driving licence at the time of accident but in the concluding para, the driver, owner and insurer of the offending vehicle were held jointly and severally liable to pay the compensation.

The only issue raised by the learned counsel for the insurer is that after having recorded a finding that the driving licence was not valid, no recovery rights were granted.

Heard learned counsel for the parties and perused the paper book and relevant documents produced by them.

Learned counsel for the appellant contends that the finding recorded by the Tribunal with regard to the validity of the driving licence has attained finality, as the driver and owner of the offending vehicle have not challenged the said finding by filing an appeal. The Tribunal erred in holding that the driver, owner and insurer of the offending vehicle would be jointly and severally liable to pay the compensation.

Learned counsel for the owner of the offending vehicle defended the award.

It would be pertinent to note here that the driver of the offending vehicle was proceeded ex-parte before the Tribunal. In the appeal, service could not be affected as there was a report that he has left the job and it is stated by learned counsel for respondent No.3 that the owner is not in a position to give the address of the driver of the offending vehicle.

The Tribunal framed issue No.2, which is reproduced as under:-

> 2.*"Whether the respondent No.1 was not holding valid and effective driving licence at the time of alleged accident?OPR-5"*

The findings recorded by the Tribunal with regard to the afore-said issue is reproduced below:-

> *"10 Learned counsel for insurance company has argued that the driver of the offending vehicle was not possessing a valid driving licence He claimed that a fake driving licence allegedly issued from Tanakpur was fraudulently got renewed by him from the transport authorities at Ludhiana and the same after renewal cannot be considered to be a valid driving licence He further argued that the report of the transport authorities Tanakpur received directly in the Court was perse admissible and as per that report Tanakpur Transport Authority came into existence only in the year 2005 and the driving licence which was the basis of renewal driving licence issued by the District Transport Authority, Ludhiana certainly was fake. He cited in his support the authority cited as* ***2008 (1) RCR Civil 851 in case of Oriental Insurance Company Versus Prithvi Raj****, wherein it was held that fake driving licence if renewed by the Licencing Authority, it will remain fake renewal and cannot away affect of fake licence and transport fake licence as genuine.*
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> *Respondents no. 1 and 2 contested the arguments that the driving licence was valid and the same was duly renewed by the District Transport Authority, Ludhiana. He further argued that RW2*

has duly proved that he was possessing a valid driving licence on the date when the occurrence took place T

The contention of learned counsel for insurance is full of merit. No doubt respondent No. l has examined RW2 Usha Rani to prove that he was possessing valid driving licence but the very basis of his licence was fake. The District Transport Authority, Ludhiana which only renewed the licence which was initially issued by Tanakpur Transport Authority in the year 1982. A report was called by the court directly from the office of District Transport Authority, Tanakpur and in the letter received in the Court itself it is clearly stated that no driving licence was issued by District Transport Authority Tanakpur in the year 1982 because office of the District Transport Authority Tanakpur only came into existence only in the year 2005. This clearly shows that alleged fake driving licence allegedly issued by the District Transport Authority, Tanakpur was made to transpose it as genuinely getting it renewed from the District Transport Authority, Ludhiana. In this situation driving licence which is claimed to be valid after renewal from the District Transport Authority, Ludhiana will not be considered as genuine because very basis of driving licence is fake especially when the office of District Transport Authority, Tanakpur came into existence in the year 2005 only whereas the licence is alleged to have been issued from Tanakpur in the year 1982. Thus it is held that the respondent no. 1 was not holding valid and effective driving licence on the date of accident. This issue is decided in favour of insurance company and against respondents no.1 and 2."

After recording the above findings the Tribunal in concluding part of the award, held the driver, owner and insurer of the offending vehicle liable to pay the compensation. The said conclusion cannot be sustained.

In view of the afore-said findings recorded by the Tribunal, which have not been challenged by the driver and owner, the insurer is given the recovery rights.

It is, however, clarified that in case there is any grievance with regard to the order passed by this Court, the driver would be at liberty to revive the present appeal by filing an appropriate application.

Disposed of, accordingly.

(AVNEESH JHINGAN)
JUDGE

MARCH 27, 2019
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Whether speaking/reasoned: Yes/No
Whether reportable : Yes/No