IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

F.A.O. No.6583 of 2016(O&M)
Date of Decision: 07.05.2019

National Insurance Company Limited

......Appellant.

Versus

Manish Kumar and others

...... Respondents

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Om Pal Sharma, Advocate
for the appellant.

Mr. Rohit Rana, Advocate
for Mr. Kunal Dawar, Advocate
for respondent no.1.

None for respondent no.2.

Mr. Ravi Malik, Advocate
for Mr. Parveen Dutt, Advocate
for respondent no.3.

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LISA GILL, J (Oral).

This appeal has been filed by the appellant-Insurance Company challenging award dated 03.09.2016, passed by the learned Motor Accident Claims Tribunal, Faridabad (hereinafter referred to as, the 'Tribunal') solely on the ground that the driver of the offending vehicle was not competent to drive the car in question as his driving licence did not entitle him to drive a transport vehicle.

Claimant-respondent no.1 filed a petition under Section 166 and

140 of the Motor Vehicles Act (for short 'Act') claiming compensation on account of injuries sustained by him in the motor vehicle accident which took place on 09.03.2012 due to the rash and negligent driving of the Wagon R car by its driver-respondent no.2-Sarvesh.

Learned tribunal concluded that the accident in question took place due to the rash and negligent driving of the offending vehicle by respondent no.2-Sarvesh and awarded compensation to the tune of ₹16,73,150/-, which is detailed as under:-

Sr. No.	Heads of claim	Awarded by tribunal
1.	Medicine and treatment charges	₹2,03,000/-
2.	Transportation Charges	₹1,26,150/-
3.	Attendant charges	₹24,000/-
4.	Special diet	₹20,000/-
5.	Pain and suffering	₹20,000/-
6.	Loss of earning capacity due to disability	₹10,80,000/-
7.	Loss of enjoyment of life and amenities	₹2,00,000/-
	Total	**₹16,73,150/-**

The appellant-Insurance Company was held liable to satisfy the claimant as there is no breach of terms and conditions of the insurance policy and the driver of the offending vehicle was found to be holding a valid driving license.

Learned counsel for the appellant-Insurance Company vehemently argues that the driver of the offending vehicle was not competent to drive the vehicle in question because as per his driving licence, he was not entitled to drive a transport vehicle, whereas the offending Wagon R car was being plied as a taxi. Therefore, the appellant-Insurance

Company should be exonerated of its liability to pay compensation to the claimant. It is thus prayed that the appeal filed by the appellant-Insurance Company be allowed.

Heard learned counsel for the parties.

As noticed earlier, sole challenge by the appellant-Insurance Company in this appeal is to the fixation of its liability to pay the compensation. The offending vehicle, it is stated was being plied as a transport vehicle and there is no such endorsement on the driving license Ex.P-51 held by the respondent-Sarvesh. It is a matter of record that as per the said driving license, respondent-Sarvesh was authorized to drive a Motorcycle, LMV NT (Light Motor Vehicle, Non-Transport) vehicle.

Learned counsel for the appellant-Insurance company is unable to deny that the Hon'ble Supreme Court in **Mukund Dewangan v. Oriental Insurance Company Ltd., 2017(4) RCR(Civil) 111** has held that a driver who is holding a licence to drive a 'Light Motor Vehicle' and was driving a 'transport vehicle' of that class, is not required to additionally obtain a specific endorsement to that effect. It has been held that,

> "Section 10 of the Act requires a driver to hold a licence with respect to the class of vehicles and not with respect to the type of vehicles. In one class of vehicles, there may be different kinds of vehicles. If they fall in the same class of vehicles, no separate endorsement is required to drive such vehicles. As light motor vehicle includes transport vehicle also, a holder of light motor vehicle licence can drive all the vehicles of the class including transport vehicles. It was pre-amended position as well the postamended position of Form 4 as amended on 28.3.2001. Any other interpretation would be repugnant to the definition of "light motor vehicle" in section 2(21) and the

provisions of section 10(2)(d), Rule 8 of the Rules of 1989, other provisions and also the forms which are in tune with the provisions. Even otherwise the forms never intended to exclude transport vehicles from the category of 'light motor vehicles' and for light motor vehicle, the validity period of such licence hold good and apply for the transport vehicle of such class also and the expression in Section 10(2)(e) of the Act 'Transport Vehicle' would include medium goods vehicle, medium passenger motor vehicle, heavy goods vehicle, heavy passenger motor vehicle which earlier found place in section 10(2)(e) to (h) and our conclusion is fortified by the syllabus and rules which we have discussed."

Admittedly, the said driving license was issued on 03.06.2010 and was valid up to 02.06.2030. Accident in question took place on 09.03.2012. The vehicle is admittedly insured with the appellant-Insurance Company and there is no breach of the terms and conditions of the insurance policy, thus the appellant-Insurance Company has been rightly held liable by the learned tribunal.

No other argument has been raised.

Learned counsel for the appellant is unable to point out any illegality or infirmity in the impugned award dated 03.09.2016 passed by the learned tribunal, Faridabad, which calls for interference by this Court at the instance of the appellant.

Appeal is accordingly dismissed with no order as to costs.

[LISA GILL]
Judge

07.05.2019
s.khan

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