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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO No. 687 of 2016 (O&M)
Date of decision: 09.09.2019

United India Insurance Co. Ltd. **...Appellant**

V/s.

Jagdeep Singh and others **...Respondents**

CORAM: HON'BLE MS. JUSTICE RITU BAHRI.

Present: Mr. R.K. Sharma, Advocate for the appellant.

None for respondent No. 1.

Mr. Naveen Jaglan, Advocate
for respondent No. 2.

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RITU BAHRI, J. (Oral).

The insurance company has come up in appeal against the award of the Tribunal dated 25.09.2015 whereby compensation of Rs.15,25,920/- has been awarded to the claimants on account of injuries suffered by Jagdeep Singh in a road accident which took place on 09.10.2013.

Brief facts of the case are that on 08/09.10.2013 at about 12:30 a.m. the claimant Jagdeep Singh being pillion rider on motorcycle bearing registration No. HR-99-N-9573 which was being driven by Baljeet Singh were going to their house from Raipur Rani. They were being followed by one Narinder on his separate motorcycle. At about 12:30 a.m. when they reached near Tirlokpur turn, the offending vehicle came from Tirlokpur side being driven by respondent No. 1 in a rash or negligent manner and hit against the motorcycle of the claimant. Due to accidental impact, the claimant and Baljeet Singh alongwith their motorcycle fell down on the road. The wheel of the offending vehicle ran over the right leg of the claimant. The claimant was taken to Government Hospital, Raipur Rani, from where he was referred to PGI, Chandigarh, where his right leg was amputated. Consequently, the claimant-Jagdeep Singh filed a claim petition before the Tribunal.

The insurance company is challenging the finding on the liability to make payment of compensation. Learned counsel for the insurance company has referred the judgment of Supreme Court passed in ***Oriental Insurance Company V/s. Angad Kaul and others 2009(2) RCR (Civil) 419*** to contend that light motor vehicle cannot be transport vehicle.

I have heard learned counsel for the parties and perused the case file.

The offending vehicle was driven by respondent No. 1 who was having driving licence Ex.R1 according to which, he was authorized to drive light motor vehicle. At the time of accident, the driver was driving Mahindra Pick up canter and this canter was insured with respondent No. 3 vide insurance policy Ex.R3. After examining the driving licence Ex.R1 which was issued to drive light motor vehicle, the insurance company did not lead any evidence to show that it was being plied for commercial purposes. The driver was authorized to drive light motor vehicle as well as light goods vehicle as per judgment passed by Hon'ble the Supreme Court in ***Kulwant Singh and others V/s. Oriental Insurance Company Ltd.*** 2015(2)SCC 186 whereby it is held that if a driver possesses driving licence for driving light motor vehicle but was driving light goods vehicle at the time of accident, there is no breach of insurance policy. As per the certificate of registration Ex.R5, the offending vehicle is light goods vehicle and was valid upto 04.08.2015. It also paid passengers and goods tax upto 31.03.2014, as per document Ex.R3. Prior to it, the tax was also paid upto 31.12.2013 as per document Ex.R8. The registration certificate Ex. R5 itself provides the manners in which the offending vehicle was to be used, the respondent No. 2 was not required to produce separate route permit and fitness certificate. The judgment referred by the insurance company is not applicable in the present case.

Keeping in view the judgment of ***Kulwant Singh (supra)***, the insurance company was liable to make payment of compensation as the driver was having valid driving licence to drive light motor vehicle and light goods vehicle for commercial purposes.

Appeal is dismissed accordingly.

Pending application also stands dismissed.

(RITU BAHRI)
JUDGE

09.09.2019
Divyanshi

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