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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% *Decided on: 28.11.2019*

\+ MAC.APP. 820/2019

CHOLAMANDALAM MS GENERAL INSURANCE CO LTD. ..... Appellant

Through: Ms. Suman Bagga, Adv.

versus

SHIVAM & ORS. .....Respondents

Through:

\+ MAC.APP. 821/2019

CHOLAMANDALAM MS GENERAL INSURANCE CO LTD. ..... Appellant

Through: Ms. Suman Bagga, Adv.

versus

KARNAIL SINGH & ORS. .....Respondents

Through:

CORAM:
HON'BLE MR. JUSTICE NAJMI WAZIRI

NAJMI WAZIRI, J (Oral)

CM APPL. 45447/2019 &45504/2019

1. Allowed, subject to all just exceptions.

2. The application stands disposed-off.

MAC.APP.820/2019 & CM APPL. 45446/2019 & MAC.APP. 821/2019 & CM APPL. 45503/2019

3. These appeals impugn the award of compensation dated 11.07.2019 passed by the learned MACT in MACP No. 93/2019 and MACP No. 132/2016 primarily on the ground that the driver did not have a valid driving licence. The driving licence had been produced by the driver purportedly issued by the Government of Nagaland. According to the report of the Investigating Officer dated 08.02.2018, the Government of Nagaland had cancelled the said driving licence on 01.01.2015. The learned Tribunal was of the view that there was no communication of this cancellation to the driver. It held as under:

> *"14. It is pleaded by Ld. Counsel for insurer that since the driving licence of respondent no. 3 was cancelled much prior to the accident, the owner and driver of the offending vehicle committed breach of the insurance policy. On this aspect, Ld. Counsel for respondent no. 2 had mentioned that the concerned authority had not intimated his driver (respondent no. 3) about cancellation of said driving license, otherwise he could have taken steps for issuance of new driving licence. In view of this court, the letter of DTO dated 08.02.2018 is silent about the reasons for cancellation of driving license. Moreover, it has not been clarified as to whether the driving license holder was intimated about the said decision of the authority. No material has been produced to show that respondent no.3 was intimated about the decision of cancellation of his driving licence personally by post or by publication in any newspaper. In view of' this, it is held that even though the driving licence of respondent no. 3 was cancelled by the competent authority in Nagaland but since he was never intimated about the decision, he was not expected to apply for issuance of new driving licence prior to expiry of its validity. Since, it is not disputed that the aforesaid driving license was duly issued by DTO, Nagaland, the respondent no. 3 had not committed any wrong by driving the vehicle on the basis of said driving licence, without being informed about its cancellation. Otherwise also, as discussed in*

respect of issue no. 2, the aforesaid driving licence was renewed by the competent authority w.e.f. 08.06.2015, implying that the license was valid at that time. In the result, it is concluded that even if it is accepted that the said driving license was cancelled, that would not in itself amount to breach of insurance policy in light of above discussed peculiar circumstances of the case."

4. A perusal of the said document shows that there is a gap of almost four inches between the text of the letter and the signature of the officer who had purportedly signed that form on behalf of the District Transport Officer in Nagaland. The said letter was neither proven by the Police Officer nor by the insurer. In the circumstances, the argument that the driving licence was fake, is untenable. The owner of the vehicle had stated in his written statement, that he had employed the driver on the basis of the driving licence. It is not the appellant's case that they were denied sufficient opportunity before the learned Tribunal to lead evidence, to prove that the said licence was fake. The learned Tribunal has rightly fastened liability upon the insurer to indemnify the claimant for the loss suffered on account of the motor vehicular accident.

5. There is no merit in the appeals. They are accordingly dismissed.

6. The statutory amounts, alongwith interest accrued thereon, be deposited into the "AASRA" Fund created by this Court.

NAJMI WAZIRI, J

NOVEMBER 28, 2019
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