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

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Judgment delivered on: 04.03.2021

+ MAC.APP. 119/2021

CHANDER PRAKASH

..... Appellant

versus

RAMLALI

..... Respondent

Advocates who appeared in this case:

For the Appellant:

Mr. Rajendra Kumar Tiwari, Advocate.

For the Respondent:

None.

CORAM:-

HON'BLE MR JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J. (ORAL)

CM APPL.8730/2021(exemption)

Exemption is allowed subject to all just exceptions.

MAC.APP.119/2021 & CM APPL.8731/2021(stay)

1. The hearing was conducted through video conferencing.
2. Appellant impugns Award dated 02.11.2020 whereby the Detailed Accident Report has been disposed of and compensation awarded to the family of the deceased.

3. Appellant is the registered owner of the offending motorcycle which was allegedly being driven by respondent no.7, a minor, who is the son of respondent no.8. The vehicle was admittedly not insured.

4. The only issue being raised by learned counsel for the appellant is that the vehicle had been gifted to respondent No.8 and he allowed his minor son i.e. respondent No.7 to ride the motorcycle.

5. Learned counsel submits that a Gift Deed was duly executed which was also produced in evidence as Ex. R3W1/1. He submits that since the vehicle had been gifted to respondent no.8, appellant is not liable.

6. I am unable to accept the contention of learned counsel for the appellant for the reason that admittedly appellant had not executed any transfer documents or delivered possession along with the execution of the transfer documents i.e. Form 29 and 30, as required by the Motor Vehicle Rules for transfer of ownership.

7. The case set up by the appellant is that a Gift Deed dated 29.03.2016 was executed. Said Gift Deed has been denied by respondent no.8 on the ground that it does not bear his signatures and is forged and fabricated.

8. Learned counsel for the appellant submits that the transfer documents i.e. Form 29 and 30 could not be executed as the vehicle was put up as a surety in a case and could not be sold till the time the surety was discharged.

9. This submission further goes on to show that the appellant continued to be the registered owner of the vehicle and had admittedly not executed the requisite documents for transfer of the ownership in favour of respondent No. 8. If the contention of the Appellant is to be accepted that he could not sell the vehicle as it was given as a surety, then how could he even gift the same to Respondent No. 8.

10. Since appellant continued to be the owner of the vehicle, it was his responsibility to insure the vehicle. Since admittedly, there is no insurance policy, the Tribunal has accordingly held the registered owner i.e. the appellant, jointly and severally liable.

11. In view of the above, I find no infirmity in the order and the Tribunal holding the appellant jointly and severally liable to pay compensation to the family of the deceased.

12. No other ground is urged by learned counsel for the appellant.

13. I find no merit in the appeal. The appeal is accordingly dismissed.

14. Copy of the order be uploaded on the High Court website and be also forwarded to learned counsels through email by the Court Master.

SANJEEV SACHDEVA, J

MARCH 4, 2021

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