202 IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-6737-2015 (O&M)
Date of decision : 06.09.2022

United India Insurance Company Ltd. ...Appellant

Vs.

Harjinder Kaur and others ...Respondents

CORAM:- HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Man Mohan , Advocate for the appellant.

Mr. Rohit Sapehiya, Advocate for
Mr. Rai Singh Chauhan, Advocate
for respondent Nos.1 and 2.

Mr. Arun Takhi, Advocate for respondent No.4.

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MANOJ BAJAJ, J.

Appellant has filed this appeal to challenge the award dated 20.07.2015, whereby the Motor Accident Claims Tribunal, Hoshiarpur, accepted the MACT case No.37/2012 filed by claimants (respondent Nos.1 and 2) by awarding compensation of ₹3,75,487/- along with the interest @ 7.5% per annum to them, from the date of filing the petition till actual payment and fastened liability upon the insurance company.

Briefly, the facts of the case are that on 11.05.2012 at about 1.00 p.m., Surinder Singh @ Mohinder Singh along with his father Santokh Singh had gone to Hariana on tempo for purchase of maize seeds. When they were proceeding towards the market, a bus bearing registration No.PB-07-NT-1310 of M/s Azad Transport Company, (being driven by respondent No.1) came from behind in rash and negligent manner and struck the tempo. As a result, Santokh Singh fell down on road, who sustained multiple injuries on his head, forehead and other parts of the body. He was rushed to Civil Hospital, Hariana from where he was referred to Civil Hospital, Hoshiarpur and after that, he was taken to Shivam Hospital, Hoshiarpur, where he was declared dead. In this regard, a case FIR No.32 dated 12.05.2012 was also registered at the instance of respondent No.2-Surinder Singh @ Mohinder Singh (son of deceased). The claimants brought the claim petition to seek compensation of ₹10 lacs against Ricky (driver of the offending bus), M/s Azad Transport Company Ltd. (owner of the offending vehicle) and appellant/Insurance Company.

The claim petition was contested by driver, owner and insurance company by filing their respective written statements. The driver and owner denied the accident, whereas respondent No.3/insurance company pleaded that as the driver of the vehicle was not holding valid license and route permit, therefore, they are not liable to pay compensation. As per pleadings, the offending vehicle was being plied in violation of the terms and conditions of the insurance policy, therefore, it was prayed that the claim petition be dismissed.

The Tribunal after considering the pleadings, framed seven issues and thereafter, the parties adduced their respective evidence. Upon considering the pleadings and evidence on record, the Tribunal vide award dated 20.07.2015 allowed the claim petition and awarded compensation of ₹3,75,487/-along with interest @ 7.5% per annum.

Learned counsel for the appellant has argued that though the offending vehicle bearing No. PB-07-NT-1310 was insured by the appellant-insurance company, but on the date of accident i.e.11.05.2012, the owner of the vehicle was not possessing the valid route permit to ply the vehicle. Learned counsel has referred to the evidence of RW-I Tarsem Chand, Senior Assistant, RTA Jalandhar to contend that as per the evidence of this witness, the vehicle in question was without any valid route permit, therefore, for breach of conditions of insurance policy, the liability ought to have been fastened upon the owner of the vehicle. In support of his argument, learned counsel has relied upon the decision of Hon'ble Supreme Court in "***Amrit Paul Singh and another Vs. TATA AIG General Insurance Co.Ltd. and others, 2018 (3) R.C.R. (Civil) 131***".

Apart from the above, learned counsel for appellant has assailed the award on the quantum of compensation also, as according to him, the compensation awarded is on higher side, because the victim was 80 years old, therefore, the dependency ought to have been assessed after deducting half of his assessed monthly income of ₹6000/-. Learned counsel prays that on these two grounds, the impugned award warrants interference by this Court.

The prayer is opposed by learned counsel for the owner (respondent No.4), who has argued that as per the evidence of RW-1-Tarsem Chand, initially the route permit relating to the offending vehicle was issued in the year 1987, which was renewed from time to time and as per the records, the route permit was lastly renewed on 28.12.2012 with retrospective effect i.e. from 28.02.2011 till 28.02.2016. He submits that the Tribunal has carefully examined the evidence on record before deciding the issue No.5 against respondent No.3-Insurance Company and in favour of respondent No.2/owner. According to Mr. Takhi, learned counsel for respondent No.4, the appeal deserves to be dismissed.

Learned counsel for the claimants (respondent Nos.1 and 2) has argued that the compensation awarded by the Tribunal is not at all excessive as only a meagre compensation of ₹3,75,487/- has been awarded. According to him, the Tribunal has considered the relevant material before assessing the dependency of the claimants, therefore, no ground is made out for interference with the findings on issue No.2.

After hearing learned counsel for the parties and considering the evidence on record, this Court finds that no doubt, the accident took place on 11.05.2012 and on the said date, the said vehicle was not having route permit, but at the same time, the conduct of the insurance company cannot be ignored as while issuing the insurance policy on 12.12.2011, it did not satisfy itself regarding issuance of route permit by the competent authority. The policy expired w.e.f.11.12.2012 midnight, but during the operative period of this policy, the application for renewal of the route permit was moved by the owner on 06.06.2012, and as per deposition of Tarsem Chand, RW-1 the application was accepted by renewing route permit retrospectively w.e.f.28.02.2011.

Thus, it is not a case where the vehicle in question was without valid route permit, as it had expired before the accident, therefore, in this background, the absence of valid route permit on the date of accident would amount to an irregularity and the same cannot be treated as a material ground to absolve the insurance company from its liability. Apart from it, according to the provisions of Section 81 Motor Vehicles Act, 1988, where permit has been renewed after the expiry of the period, the renewal shall be effective from the date of such expiry. No evidence was adduced by insurance company to show that during this period, the vehicle was otherwise incapable of being used, therefore, the finding returned by the Motor Accident Claims Tribunal, Hoshiapur does not warrant any interference. The decision relied upon by the learned counsel for the appellant would not be applicable in the facts and circumstances of the case, as in the said case, the owner of the vehicle was in appeal, wherein the Hon'ble Supreme Court observed that the owner failed to lead any evidence to show that the vehicle had temporary route permit or any other kind of route permit, who even denied the involvement of vehicle in the accident. Concededly, in the present case, it is the evidence of respondent No.3 itself which shows that the offending vehicle was issued valid route permit much prior to the date of accident, which stood renewed from time to time.

The other argument raised by learned counsel regarding quantum of compensation is also without any merit, because perusal of the impugned award reveals that all the relevant factors required to assess the compensation have been considered by the Tribunal and keeping in view the amount awarded in favour of the claimants, this Court is not inclined to interfere with the said finding as well.

No other argument was raised by learned counsel for the appellant.

Resultantly, the appeal fails and is dismissed.

(MANOJ BAJAJ)
JUDGE

06.09.2022
vanita

Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No