

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

301

CR No.5618 of 2019

Date of Decision : 19.05.2022

Snawar Model Senior Secondary School

....Petitioner

VERSUS

Nasima and Others

....Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. M.P.S. Mann, Advocate for the petitioner.

Mr. Gopal Sharma, Advocate for respondent nos.1 to 4.

ALKA SARIN, J. (Oral)

The present revision under Article 227 of the Constitution of India has been filed impugning the order dated 16.08.2019 (Annexure P-7) passed by the Motor Accident Claims Tribunal, SAS Nagar (Mohali) (hereinafter referred to as the 'Tribunal') whereby application filed by the petitioner for deleting the name of Snawar Model Senior Secondary School through its Principal (petitioner herein) in the claim petition filed by respondent nos.1 to 4, has been dismissed.

The brief facts relevant to present *lis* are that claimant-respondent nos.1 to 4 had filed a claim petition regarding the death of Surjit Singh son of Chhota Singh in a road side accident with the vehicle bearing no.PB-12-J-4943 (hereinafter referred to as the 'offending vehicle'). During the pendency of the claim petition, an application was moved by the petitioner herein for deleting its name on the ground that they had no concern with the offending vehicle and the petitioner herein was not owner of the offending vehicle. It was further averred that the petitioner is running a school and had engaged school buses for picking up and dropping the school children and for this purpose the petitioner was paying the fee to the

owner of the buses and all liability regarding accident or other incidents was that of the owner.

The reply was filed and the application was contested by the claimant-respondent nos.1 to 4. The application came to be dismissed vide order dated 16.08.2019 holding that in the registration certificate of the offending vehicle the name of the petitioner-school has been mentioned.

Learned counsel for the petitioner would contend that the registration certificate would show that the bus was on a hire purchase agreement with the petitioner-school and the petitioner not being the owner of the offending vehicle was not a necessary party.

Per contra learned counsel for respondent nos.1 to 4 has pointed out that as per definition of ‘owner’ in Section 2(30) of the Motor Vehicles Act, 1988 (hereinafter referred to as ‘the Act of 1988’), the person in possession of the vehicle under the agreement is also considered to be an owner.

I have heard learned counsel for the parties.

In the present case the petitioner herein had moved an application for deletion of its name on the ground that the bus was being plied by them under a hire purchase agreement and that the petitioner-school was not owner of the offending vehicle. Section 2(30) of ‘the Act of 1988’ reads as under:-

“2. Definitions - In this Act, unless the context otherwise requires, -

(1) to (29) xx xx xx xx

(30) “owner” means a person in whose name a motor vehicle stands registered, and where such person is a

minor, the guardian of such minor, and in relation to a motor vehicle which is the subject of a hire-purchase, agreement, or an agreement of lease or an agreement of hypothecation, the person in possession of the vehicle under that agreement;”

Admittedly, in the present case, the offending vehicle was being plied by the petitioner-school under a hire purchase agreement and thus, as per definition given in Section 2(30) of the Act of 1988, the petitioner would be considered to be an owner. Perusal of the agreement, copy of which has been appended with the petition as Annexure P-1, very strangely shows that in Clause 1 it has been stated that the bus itself has been purchased for transporting the children and staff to school and back and school tour's/trip etc. Further, perusal of Clause 2 of the agreement reveals that the petitioner herein is liable to pay all taxes and fees for Govt. Offices for the said bus for the period it remains on hire with the petitioner-school.

In view of the definition of 'owner' as given in the Act of 1988 and in view of the fact that the offending vehicle was in possession of the petitioner-school under the hire purchase agreement, I do not find any illegality or infirmity in the impugned order dated 16.08.2019 passed by the Tribunal.

The present revision petition is dismissed. All pending applications, if any, also stand disposed off.

19.05.2022
jk

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO