IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE SIDE JURISDICTION

FIRST APPEAL NO. 1381 OF 2014

SHANTANU SHANKARSA DHUDUM Digitally signed by SHANTANU SHANKARSA DHUDUM Date: 2024.02.23 10:43:56 +0530

The New India Assurance Co. Ltd.)
Having its Mumbai Regional Office)
at New India Bhavan, 34-38,)
Bank street, fort, Mumbai 400023)….Appellant
(Orig. Opp. No.3)

Versus

1. Shantaram Dhondiba Dhebe)
Age: 31 years, Occu: Agriculture,)
R/o. Kaswad, Post-Bhilar,)
Tal-Phaltan, Dist-Satara)
…(Orig. Claimant)

2. Vishal Tanaji Pokale)
Age: 22 years, Occ: Service, Driver)
R/o Sathenagar, Lohgaon.)
Dist-Pune, (Deleted))
...(Orig. O. P.No.1)

3. Rajaram Sadhu Choudhari,)
Age-40 years, Occ: Business)
R/o. Naigaon Peth, Tal-Haveli,)
District-Pune)
...(Orig. O.P. No.2)

4. Maruti Mahadeo Wadkar,)
Age-55 years, Occ: Motor driver)
R/o. Borgaon, Taluka-Wai,)
District-Satara)
...(Orig. O.P. No.4)

5. Bhausaheb Genu Danawale,)

Age-40 years, Occ-Business,)
Vehicle owner,)
R/o. Bhilar, Tal-Mahabaleshwar,)
District-Satara)
...(Orig. O.P. No.5)
....Respondents

Mr. Sandeep Sharad Jinsiwale, Advocate for the Appellant.
Mr. Ajinkya M. Udane, Advocate for the Respondent No.1.

CORAM : SHIVKUMAR DIGE, J.

DATE : 9th FEBRUARY, 2024.

Oral Judgment. :

1. The issue involved in this appeal is, at the time of accident the driver of offending vehicle was not holding effective and valid driving licence.

2. It is contention of learned counsel for the Appellant/Insurance Company that at the time of accident driver of offending vehicle was holding license of LMV and he was driving transport vehicle. There was breach of terms and conditions of Insurance Policy but, this fact is not considered by the Tribunal. Hence, requested to allow the Appeal.

3. Learned counsel for the Respondent No.1 submitted that the Tribunal has considered all the aspects while passing the order and no interference is required in it.

4. I have heard both learned counsel. Perused judgment and order passed by the Motor Accident Claims Tribunal, Satara (for short "the Tribunal").

5. It is contention of learned counsel for the Appellant that driver of offending vehicle was holding the licence of LMV where, he was driving transport vehicle. So, he was not holding effective and valid driving licence. There was breach of terms and condition of insurance policy. In my view, driver holding the licence of Light Motor Vehicle can drive the transport vehicle. Hon'ble Apex Court in the case of ***Mukund Dewangan versus Oriental Insurance Company Limited 2017 AIR SC 3668*** has held that driver having the licence of Light Motor Vehicle can drive the transport vehicle. The ratio laid down by the Hon'ble Apex Court is squarely applicable to the present case.

6. In view of above, I pass following order.

ORDER

i. Appeal is dismissed.

ii. The claimants are permitted to withdraw the deposited amount along with accrued interest thereon.

iii. The statutory amount be transmitted to the tribunal along with accrued interest thereon. The parties are at liberty to withdraw it, as per Rule.

7. All pending applications, if any, stand disposed of.

(SHIVKUMAR DIGE, J.)