

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

FIRST APPEAL NO. 1306 OF 2016

Reliance General Insurance Co. Ltd.)
Through its Manager,)
Mr. Amit Ashwini Sharma)
Having its office at 4th Floor)
Chintamani Avenue Off Western)
Express Highway,)
Near Virwani Industrial Estate,)
Goregaon (East), Mumbai 400 063)....Appellant
(Ori. Opp. Party No.3)

Versus

1. Jayshree Mahadev Khedkar,)
Age: 28 years, Occ: Household,)
2. Pawan Mahadev Khedkar,)
Age: Minor, Occ: NA)
- (Applicant No.2 being though his)
Natural guardian applicant No.1))
3. Namdev Sakharam Khedkar,)
Age: 55 years, Occ: Agriculture.)
4. Zumbar Namdev Khedkar,)
Age: 50 years, Occ: Household,)
All R/at Ranjangaon Ganpati,)
Taluka Shirur, District-Pune.)
5. Abhijit Sonba Madade,)
Age: Adult, Occ: Driver,)
6. Sonba Narayan Madade,)
Age: Adult, Occ: Transport)

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Both R/at – Ranjangaon Ganpati,
Taluka Shirur, District – Pune.

)
)...Respondents
(Present Res. Nos. 1 to 4
being ori. Applicant and
present Res. No.5 and 6
being orig. opp. Party
Nos. 1 & 2 and Insured)

Mr. Rajesh Kanojia i/b Res Juris, Advocate for the Appellant.
Mr. Ravindra R. Pachundkar a/w Mr. Tejas Hole, Advocate for the
Respondent.

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, Pune (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 whereas, 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.)