IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

107

Date of decision :08.11.2024

1. FAO-198-1997

National Insurance Company Ltd. ...... Appellant

versus

Hawa Singh and others ...... Respondents

2. FAO-197-1997

National Insurance Company Ltd. ...... Appellant

versus

Smt. Phulli Devi and others ...... Respondents

3. FAO-379-1997

Hawa Singh ...... Appellant

versus

Satish Kumar and others ...... Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Naresh Kaushal, Advocate and
Mr. Nitish Kaushal, Advocate
for the appellants.

Mr. Rakesh Nagpal, Advocate
for the appellant in FAO No.379 of 1997 and
respondent No.1 in FAO No.198 of 1997.

Mr. Amit Singla, Advocate
for respondents No.2 & 3.

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PANKAJ JAIN, J. (Oral)

1. This is a bunch of three appeals arising out of a common award, whereby two claim petitions relating to the same motor vehicular accident were decided together. FAO No.197 of 1997 and FAO No.198

of 1997 have been preferred at the behest of insurer disputing its liability for want of valid licence. FAO No.379 of 1997 is at the behest of the claimant.

2. For convenience, facts are being culled out from FAO No.198 of 1997 arising out of MACT case No.341 of 1996.

3. As per the claimants, on 13.05.1994, Hawa Singh alongwith Sumitra (since deceased) were going in a Maruti van bearing No.DDV 3283. Hawa Singh was driving the van. It is claimed that offending vehicle i.e. tanker bearing No.HRT 6105 driven by Satish Kumar and owned by Om Parkash came at a fast speed in a rash and negligent manner from the opposite direction and struck van. Hawa Singh suffered injuries. He filed claim petition bearing MACT case No.34 of 1996 seeking compensation on account of injuries suffered by him. Sumitra died in the said accident. MACT case No.3-RBT of 1996 has been preferred by the claimants Phulli Devi @ Sarman Devi and Narender Singh claiming compensation on account of death of Sumitra. Issue of negligence stands answered against the driver of tanker. The insurance company in appeal is aggrieved of findings recorded by the Tribunal on issue No.4 regarding valid driving licence possessed by respondent No.1 and its liability.

4. Learned counsel for the appellant has drawn attention of this Court to the findings recorded by Tribunal on issue No.4 which reads as under:-

> “21. The licence Exhibit R.1 has been perused. It depicts that it bears No. 10869 and was issued in the year 1981 from the Licencing Authority, Hyderabad for driving of heavy motor vehicle The licence further depicts that it was renewed by

> Licencing Authority, Hisar on June 29, 1985 upto June 28, 1988 and thereafter, it was again renewed by the same authority on July 8. 1988 upto June 28,1994. This renewal has been proved to the hilt in the statement of Ravi Shankar, Licencing Clerk, Licencing Authority Hisar (RW-3). In a recent judgment United India Insurance Company Limited Vs. Madiga Thappeta Ramakka and others 1995 ACJ 358, the Insurance Company appointed an investigator and his report was filed without examining him nor any official from the R.T.A. office was examined and in these circumstances it was observed by his Lordship that the Insurance company did not discharge its burden by leading cogent evidence and was held liable to make the payment awarded to the applicants, in the case on hand, as has been indicated above, the investigator, who had submitted Exhibit R2 report to the Insurance company was not examined nor any official from the Licencing authority, Hyderabad has been examined and in these circumstances, and in view of the authority, referred to above, it can safely be concluded that the Insurance company has not discharged its burden by leading cogent evidence and even otherwise the licence can be looked from another angle. Indisputably, it was renewed from Licencing authority, Hisar for the first time in the year 1985 and continued having its renewal fro time to time. In all three times, the licence was renewed. In authority delivered by the Division Bench of Hon'ble High court of ***Punjab & Haryana-National Insurance Company Limited vs. Sucha Singh, 1994(1) P.L.R. 140***, it was ruled that if a licence is renewed, it gets validity in view of the provision of section 15 of The Motor Vehicle Act."

5. He submits that the aforesaid findings recorded by the Tribunal are in the teeth of settled law that an invalid licence cannot be validated by renewal.

6. Supreme Court in the case of ***New India Assurance Co. Shimla vs. Kamla and others 2001(3) RCR (Civil) 716 (SC)*** has held as under:-

> "12. As a point of law we have no manner of doubt that a fake licence cannot get its forgery outfit stripped off merely on

> account of some officer renewing the same with or without knowing it to be forged. Section 15 of the Act only empowers any licensing authority to renew a driving licence issued under the provisions of this Act with effect from the date of its expiry. No licensing authority has the power to renew a fake licence and, therefore, a renewal if at all made cannot transform a fake licence as genuine. Any counterfeit document showing that it contains a purported order of a statutory authority would ever remain counterfeit albeit the fact that other persons including some statutory authorities would have acted on the document unwittingly on the assumption that it is genuine.
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> 13. The observation of the Division Bench of the Punjab and Haryana High Court in ***National Insurance Co. Ltd. v. Sucha Singh*** (supra) that renewal of a document which purports to be a driving licence, will robe even a forged document with validity on account of Section 15 of the Act, propounds a very dangerous proposition. If that proposition is allowed to stand as a legal principle, it may, no doubt, thrill counterfeiters the world over as they would be encouraged to manufacture fake documents in a legion. What was originally a forgery would remain null and void for ever and it would not acquire legal validity at any time by whatever process of sanctification subsequently done on it. Forgery is antithesis to legality and law cannot afford to validate a forgery."

7. I have heard counsel for the parties and have carefully gone through the records of the case.

8. Findings recorded by Tribunal on issue No.4 in the impugned award are modified to the extent that though insurance company shall pay the compensation awarded by the Tribunal to the claimants, it shall have right to recover the same from the insured. FAO No.197 and 198 of 1997 are disposed off.

9. FAO No.379 of 1997 is at the behest of the claimant. It has come on record that injured Hawa Singh stands disabled to the extent of 40%. The Tribunal has awarded total compensation of Rs.1,15,000/-.

Rs.20,000/- have been paid for the expenses incurred and Rs.40,000/- have been paid for 40% disability suffered by the appellant-Hawa Singh merely on the basis of guess work. Claimant-appellant was working as a driver on a monthly salary of Rs.1100/-. Nothing has been awarded for future prospects. Resultantly, 40% needs to be added. Deduction of 50% has to be applied. Keeping in view the age of the injured at the time of accident, he is held entitled for multiplier of 15. Medical expenses of Rs.21,929/- have been awarded on actual basis. Under the head of pain and suffering, the compensation needs to be enhanced to Rs.35,000/-. Hospitalization and Transportation expenses need to be enhanced to Rs.30,000/-. He is further held entitled to an interest of 9% per annum from the of filing of the claim petition till the date of actual realization. Needless to say that anything already paid shall be set off and adjusted. FAO No.379 of 1997 stands disposed off, accordingly.

10. A photocopy of this order be placed on the files of other connected cases.

(PANKAJ JAIN)
JUDGE

08.11.2024
Dinesh

Whether speaking/reasoned : Yes

Whether Reportable : No