

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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FAO-2934-2023 (O&M)
Date of decision: 24.01.2024

GOODWILL GRAIN TRADERS PVT LTD

..Appellant

Versus

UNITED INDIA INSURANCE COMPANY AND ORS

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Ms. Rajvinder Kaur Sohal, Advocate
for the appellant.

ANIL KSHETARPAL, J(Oral)

1. Though, the appeal filed by the appellant is not maintainable as he has failed to deposit the statutory amount of Rs.25,000/- as provided in the Motor Vehicles Act, 1988 (hereinafter referred to as the '1988 Act'), however, this Court has heard the learned counsel representing the appellant on the merits of the case. The appellant herein is the owner of truck bearing the registration plate No.PB-12H-7290. The aforesaid truck caused an accident resulting in death of Sh. Nagar Singh son of Sh. Harpal Singh. His parents filed a claim petition under Section 166 of the 1988 Act. The respondent No.1 and 2 filed their common written statement alleging that no accident took place. The insurance company filed a separate written statement. The claimants in order to prove their case, examined as many as five witnesses apart from producing the documentary evidence. Respondent No.1 and 2 produced copies of the insurance policy, driving licence, fitness certificate and goods carrier permit and closed their evidence. The insurance

company examined the official from the Regional Transport Office, Faridkot, to prove that the alleged driving licence of Sh. Jai Karan was never issued by their office.

2. Keeping in view the aforesaid evidence, the Motor Accident Claims Tribunal (hereinafter referred to as the 'Tribunal') allowed the claim petition, however, enabled the insurance company to recover the amount from the owner and the driver after paying the same to the claimants. The correctness of the aforesaid finding has been challenged in this appeal.

3. The learned counsel representing the appellant submits that a fraud was played upon Sh. Jai Karan, the alleged driver. She submits that Sh. Jai Karan had completed the process of issuing the driving licence and therefore, the Tribunal has erred in permitting the insurance company to recover the amount.

4. On a Court question, the learned counsel representing the appellant admits that neither Sh. Jai Karan nor the owner of the vehicle has stepped into the witness box to prove their stand.

5. A perusal of the award passed by the Tribunal proves that the appellant's counsel tendered in evidence copies of insurance policy, driving licence, fitness certificate and goods carrier permit. The onus was on the owner or the driver to prove that the driving licence was validly issued particularly when the official from the Regional Transport Office, Faridkot, has unequivocally stated that the driving licence in question was not issued in favour of Sh. Jai Karan.

6. Keeping in view the aforesaid facts and discussion, no ground to interfere is made out.

7. Dismissed accordingly.
8. All the pending miscellaneous applications, if any, are also disposed of.

January 24th, 2024
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No