IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.130 of 2020

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The New India Assurance Company Limited through Bettiah Branch Manager.

... ... Appellant/s

Versus

1. Dhebar Chaudhary Son of Gopal Chaudhary, resident of Village- Koergawa, Post Office- Narkatiaganj, Police Station - Shikarpur, District- West Champaran.
2. Shreemati Sonari Devi, Wife of Dhabar Chaudhary, resident of Village - Koergawa, Post Office - Narkatiaganj, Police Station - Shikarpur, District- West Champaran.
3. Surendra Prasad Lal, Son of Late Sheo Prasad Lal, resident of Village- Cinema Road, Chanpatia, Post Office- Chanpatia, Police Station- Chanpatia.
4. Md. Mobarak, Son of Kitab Ali, resident of Village Serbauna, Police Station Bairgania, District- Sitamarhi.

... ... Respondent/s

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Appearance :
For the Appellant/s : Mr. Rajkumar Singh Vikram, Advocate
For the Respondent/s : Mr.

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CORAM: HONOURABLE MR. JUSTICE RAJIV ROY

ORAL ORDER

4 11-09-2025 Heard Mr. Rajkumar Singh Vikram, learned counsel for the appellant.

2. The present appeal has been preferred for the grant of following relief:

> *"against the judgment/order dated 21.05.2015 and award dated 02.06.2015 passed by the Additional District Judge-V, Bettiah, West Champaran in Claim Case No. 19 of 1997 is most illegal and arbitrary manner."*

3. As the story unfolds, the respondent's son, Hardeo Chaudhary, minor as 15 years old, who was walking on

05.11.1997 when a Mini Bus (BR-05P-9221) crushed him. He died and after the rituals that was completed, the parents wanted compensation. This led to Claim Case No. 19 of 1997 (Dhebar Chaudhary and Anr. vs. Surendra Prasad and Ors.), the issues that were formulated was/were as under:

> *"(i) whether the claim is maintainable;*
>
> *(ii) whether the appellant have rightly brought forward the suit;*
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> *(iii) whether it is time barred;*
>
> *(iv) whether the accident took place by the aforesaid bus (BR-05P-9221);*
>
> *(v) whether it was negligent driving by the said bus driver;*
>
> *(vi) whether he was having a valid driving license;*
>
> *(vii) whether the appellants are entitled to the claim amount;*
>
> *(viii) whether they entitled to any other relief."*

4. 'The Tribunal' took up the matter and after hearing the parties, detailing out the another facts came to the conclusion that the bus was insured with the New India Insurance Company Limited, the driving license was valid, and

accordingly treating him to be an unemployed 15 years old youth, compensation amount of Rs.4,43,000/- alongwith simple interest of 7½ percent was allowed vide an order dated 21.05.2015.

5. Aggrieved, the present appeal.

6. Learned counsel for the Insurance Company submits that 'the Tribunal' failed to take note of the fact that Bus owner/driver never surrendered the copy of the driving license and in that background, it was a wrong observation that he was having valid driving license. The submission is that the said point has to be ascertained and if it is found that on the day, the accident took place, if the driver was not having valid driving license, the liability has to be shifted upon them. This option however, was not given to the Insurance Company.

7. An unfortunate death took place, it happened in the year 1997, the order was passed after the matter was taken to its logical conclusion in the year 2015 and on the issue whether the liability is on the company or the Bus owner, the unfortunate parents have been deprived of a small amount of Rs.4,43,000/-.

8. If the contention of the Insurance Company as submitted by learned counsel for the appellant is correct and the driving license was not part of the record, this Court holds that

the Insurance Company is entitled to agitate the matter to prove that the bus driver was driving the vehicle without any valid driving license and thus was actually liable to make payment but that cannot be reason for stalling the payment to the parents who lost their 15 years old boy in the year 1997, now that an order has come with the direction to make payment.

9. In that background, the Misc. Appeal No. 130 of 2020 stands disposed of directing the Insurance Company to make payment to the claimants as directed by the Tribunal by 10th October, 2025 failing which the claimant shall be entitled to 12% interest from 10.10.2025 till the actual payment is made.

10. It is the duty of the Insurance Company to depute one of its competent employee who shall visit the house of the claimant to get the necessary bank details so that the amount can be transferred to their Bank account.

11. The Insurance Company shall be entitled to the return of the statutory amount deposited at the time of filing of the appeal.

(Rajiv Roy, J)

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