BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved on	31.07.2025
Pronounced on	07.11.2025

CORAM

THE HONOURABLE MR.JUSTICE K.K.RAMAKRISHNAN

C.M.A(MD)No. 87 of 2025

SBI General Insurance Company Ltd.,
Rep. By its Branch Manager,
having Divisional Office at Rohans Arcade,
No.29B, 2nd Floor, Thilinagar Main Road,

Thillainagar, Trichy. ...Appellant

Vs.

1. Tamizhalagan

2. V.Gokulnath ...Respondents

PRAYER: Civil Miscellaneous Appeal has been filed under Section 173 of Motor Vehicles Act, 1988 to set aside the judgment and decree dated 02.04.2024 passed in M.C.O.P.No.181 of 2023 on the file of the Motor Accident Claims Tribunal (Special Subordinate Judge), Thiruchirappalli and allow the appeal.

For Appellant : Mr. N.Shyllappakalyan

For Respondents : Mr.B.Pragash for R1

JUDGMENT

The insurance company, challenging the liability, has filed this Civil Miscellaneous Appeal against the award passed in M.C.O.P. No. 181 of 2023 on the file of the Motor Accident Claims Tribunal, Sub Judge, Tiruchirappalli.

2.The first respondent in this appeal had filed M.C.O.P. No. 181 of 2023, claiming a compensation of ?20,00,000/- for the injuries sustained by him in a road accident that occurred on 30.01.2023 at about 6.30 p.m. on Thanjavur Road, near Kalaignar Nagar, opposite to the Colour Shop, Tiruchirappalli.

3.On 31.01.2023, at about 6.30 p.m., when the claimant was waiting to cross the Thanjavur–Tiruchirappalli Main Road near Kalaignar Nagar, opposite to the Colour Shop at Thiruverumbur, the two-wheeler bearing Registration No. TN-81-AZ-3490, ridden by the first respondent and insured with the appellant insurance company, was driven in a rash and negligent manner and dashed against the claimant. As a result, the claimant sustained multiple injuries, with a fracture of the left leg and third rib. He was immediately admitted in the hospital for treatment, and the jurisdictional police registered a case in connection with the said accident. After receiving treatment for the injuries sustained in the said accident, the claimant filed a petition before the Motor Accident Claims Tribunal in M.C.O.P. No. 181 of 2023, claiming a sum of Rs.20,00,000/- as compensation for the injuries, pain, and sufferings caused due to the accident.

4.The appellant–insurance company filed a counter statement denying its liability to pay compensation on the ground that, on the date of the accident, the rider of the two-wheeler possessed only a learner's licence and was riding the vehicle without holding a valid and effective driving licence. It was further contended that the accident occurred solely due to the negligence of the claimant. The appellant also submitted that the claimant had not produced any valid documents to substantiate his claim regarding the manner of the accident, nature of injuries, or for the quantum of loss suffered. The appellant further contended that the injured claimant, had not followed the traffic rules and attempted to cross the road in a careless and negligent manner, and during such act the accident has happened. In the said circumstances, the appellant denied its liability to pay any compensation.

5.The learned Tribunal Judge framed the necessary points for consideration. On the side of the claimant, to prove his case, the claimant examined himself as P.W.1 and marked Exhibits P1 to P3. On the side of the respondent–appellant Insurance Company, R.W.1 and R.W.2 were examined, and Exhibit C1 was marked.

6.Upon a perusal of the entire oral and documentary evidence, the learned Tribunal Judge found that the accident occurred due to the rash and negligent riding of the two-wheeler and consequently held that the claimant was entitled to compensation. The Tribunal, after considering all relevant documents and evidence, determined the quantum of compensation at Rs.13,06,526/-.

7.Challenging the said award, particularly on the question of liability, the appellant–Insurance Company has filed the present Civil Miscellaneous Appeal.

8.The learned counsel appearing for the appellant, Mr.Sailappa Kalyan, made detailed submissions on the aspect of the driving licence by referring to and comparing the relevant provisions of the Motor Vehicles Acts of 1939 and 1988, as well as the amendments introduced in 2022. He also produced the necessary materials in support of his submissions. Referring the provisions, he specifically stated that the company could not be mulcted with the liability. Reiterating the relevant statutory provisions, the learned counsel for the appellant–Insurance Company specifically contended that the company cannot be made liable to pay compensation, as there was a clear violation of the terms and conditions of the policy. It was argued that, on the date of the accident, the rider of the two-wheeler possessed only a learner's licence, which does not satisfy the statutory requirement of holding a valid and effective driving licence as contemplated under the Motor Vehicles Act and the Rules made thereunder. The learned counsel further submitted that, as per Section 3(2) of the Motor Vehicles Act, 1988, read with Rules 3(b) and 3(c) of the Central Motor Vehicles Rules, a person holding a learner's licence can ride a vehicle only with the aid of an instructor or a person holding a valid driving licence should accompany him, and the vehicle should bear the prescribed 'L' sign. In the present case, the rider did not follow these mandatory requirements. Hence, there was a total violation of the policy conditions and statutory provisions, and therefore, the insurance company is not liable to indemnify the insured. In support of his contention, the learned counsel relied upon the judgment of the Hon'ble Supreme Court and also referred to the saving clause under Section 147 of the Act.

9.Per contra, the learned counsel appearing for the respondent–claimant submitted that the arguments advanced by the counsel for the appellant–Insurance Company are not supported by proper pleadings or evidence. It was further contended that no specific plea regarding the validity of the driving licence or violation of policy conditions had been raised before the learned Tribunal, and therefore, such contentions cannot be raised for the first time in this appeal, and hence, the same deserves to be rejected. The learned Tribunal Judge had correctly held that a learner's license is a valid license under law, and there was no dispute regarding the fact that the rider of the two-wheeler possessed such a license at the time of the accident. Therefore, the respondent seeks confirmation of the award passed by the learned Tribunal.

10.This Court has considered the rival submissions and perused the materials available on record and the precedents relied upon by them.

11.The only issue that arises for consideration in this appeal is whether the insurance company can avoid its liability on the ground that the rider of the two-wheeler possessed only a learner’s license and allegedly did not comply with the conditions prescribed under the Motor Vehicles Act and the relevant Rules?

12.On a careful perusal of the records, this Court finds that the learned Tribunal Judge in paragraph No.26 of the Judgment has declined to accept the specific plea of the insurance company that the learner licence is not valid licence and has held that the learner licence is also valid on the basis of the Hon'ble Three Judges Bench of the Supreme Court in the case of ***National Insurance Company vs. Swaran Singh*** reported in ***2004 ACJ 1.***

13.The insurance company admitted that rider of the two wheeler possessed the learner licence. Now, they took a stand that the learner licence is not a valid licence and hence, the insurance company is not liable to pay compensation. For better appreciation, it is relevant to extract the specific portion of the counter of the insurance company in paragraph No.6:

> *6.The rider of the 1st respondent was not having a valid driving licence at the time of the accident. He was having only a learner's licence. Hence, this respondent is not liable to pay any compensation to the petitioner.*

14.Now the learned counsel appearing for the insurance company would submit that the rider of the two wheeler has ridden the two wheeler without bearing the prescribed “L” signal and without presence of the instructor or person holding the valid driving licence as required under the Central Motor Vehicle Rules. Therefore, there was a breach of policy condition and violation of provision of the Motor Vehicle Act.

15.The above said contentions made before this Court is a factual aspect and the same has been pleaded and proved. The Hon'ble Supreme Court in the judgment in the case of ***Manjusha & Others vs. United India Assurance Company Limited and another*** reported in ***2025 INSC 896*** has held as follows:

> “13....*Pleadings and proof of such pleadings; by valid evidence led, is the crux and core of any adjudicatory process. Trite is the principle that there can be no proof offered without specific pleadings...”*

16.There is no material evidence to establish that there was any breach of the policy conditions or violation of the provisions of the Motor Vehicles Act. The appellant/insurance company has failed to prove that the rider of the two-wheeler rode the vehicle without displaying the ‘L’ board or without the presence of an instructor, as required under the Rules.

17.Accordingly, this Court finds no merit in the appeal. The award passed by the learned Tribunal is hereby confirmed, and the Civil Miscellaneous Appeal stands dismissed. There shall be no order as to costs.

07.11.2025

NCC : Yes/No
Index : Yes/No
sbn

To

1.The Motor Accident Claims Tribunal,
Special Subordinate Judge, Thiruchirappalli

2.The Record Keeper,
Vernacular Section,
Madurai Bench of Madras High Court,
Madurai.

K.K.RAMAKRISHNAN.J.,

sbn

C.M.A(MD)No.87 of 2025

07.11.2025