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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-2727-2020 (O&M)
Date of Decision : 07.02.2025

Karambir Dhillon & Anr ... Appellant(s)

Versus

Rajani & Anr ... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Harender Singh, Advocate for the appellants.

Mr. Punit Jain, Advocate for respondent No.2.

<u>ALKA SARIN, J.</u> (Oral)

1. The present appeal has been preferred by the owner and driver of the offending vehicle challenging the impugned award dated 01.08.2019 passed by the Motor Accident Claims Tribunal, Hisar (hereinafter referred to as 'Tribunal') on the ground that recovery rights had been given to the Insurance Company (respondent No.2 herein).

2. Since the factum of the accident is not in dispute, the facts are not being reproduced herein for the sake of brevity.

3. Learned counsel for the appellants would contend that the offending vehicle had a temporary registration number which was valid from 07.03.2016 to 08.04.2016 and that the insurance policy was taken on the basis of the chassis number and the engine number. It is further the contention of the learned counsel that on 06.05.2016 the permanent registration was applied for. For that, reliance has been placed on a receipt (Annexure P-5), which was not a part of the record, to contend that on

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06.05.2016 a receipt was issued qua the amount deposited for the permanent registration of the vehicle.

4. *Per contra*, the learned counsel for respondent No.2-Insurance Company has contended that the temporary registration was valid from 07.03.2016 to 08.04.2016. The accident took place on 03.05.2016 and as per the document appended with the present appeal, the amount for permanent registration of the vehicle was deposited only on 06.05.2016 i.e. three days after the accident. In support of his contentions, he has relied upon the judgments in the cases of **United India Insurance Co. Ltd. Vs. Sushil Kumar Godara [2021 (4) RCR (Civil) 478]; Narinder Singh Vs. New India Assurance Company Ltd. and Ors [2014 (4) RCR (Civil) 272]** and **Rashpal Chand & Anr. Vs. Sumit Garg & Ors. [FAO-2070-2013 decided on 01.12.2018]**.

5. Learned counsel for the appellants has contended that the driver of the offending vehicle had a valid driving licence and, hence, the judgment relied upon by the learned counsel for respondent No.2 in the case of **Narinder Singh** (supra) would not be applicable to the present case.

6. I have heard the learned counsel for the parties.

7. In the present case, admittedly, the temporary registration number of the offending vehicle was valid from 07.03.2016 to 08.04.2016. The accident took place on 03.05.2016 and the application for registering the vehicle was given on 06.05.2016 i.e. three days after the accident. Hon'ble Supreme Court in the case of **Sushil Kumar Godara** (supra) has held as under :

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> *"13. In the present case, the temporary registration of the respondent's vehicle had expired on 28-07-2011. Not only was the vehicle driven, but also taken to another city, where it was stationed overnight in a place other than the respondent's premises. There is nothing on record to suggest that the respondent had applied for registration or that he was awaiting registration. In these circumstances, the ratio of Narinder Singh (supra) applies, in the opinion of this court. That Narinder Singh (supra) was in the context of an accident, is immaterial. Despite this, the respondent plied his vehicle and took it to Jodhpur, where the theft took place. It is of no consequence, that the car was not plying on the road, when it was stolen; the material fact is that concededly, it was driven to the place from where it was stolen, after the expiry of temporary registration. But for its theft, the respondent would have driven back the vehicle. What is important is this Court's opinion of the law, that when an insurable incident that potentially results in liability occurs, there should be no fundamental breach of the conditions contained in the contract of insurance. Therefore, on the date of theft, the vehicle had been driven/used without a valid registration, amounting to a clear violation of Sections 39 and 192 of the Motor Vehicles Act, 1988. This results in a fundamental breach of the terms and conditions of the policy, as held by this Court in Narinder Singh (supra), entitling the insurer to repudiate the policy."*

8. In the case of **Narinder Singh** (supra) the Supreme Court has held as under :

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> *"14. Indisputably, a temporary registration was granted in respect of the vehicle in question, which had expired on 11.1.2006 and the alleged accident took place on 2.2.2006 when the vehicle was without any registration. Nothing has been brought on record by the appellant to show that before or after 11.1.2006, when the period of temporary registration expired, the appellant, owner of the vehicle either applied for permanent registration as contemplated under Section 39 of the Act or made any application for extension of period as temporary registration on the ground of some special reasons. In our view, therefore, using a vehicle on the public road without any registration is not only an offence punishable under Section 192 of the Motor Vehicles Act but also a fundamental breach of the terms and conditions of policy contract."*

9. The argument of the learned counsel for the appellants that the judgment relied upon by the learned counsel for respondent No.2 in the case of **Narinder Singh** (supra) would not be applicable to the present case, is wholly misplaced inasmuch as the finding given in para 14 was on the basis that the temporary registration had expired and when the accident took place the offending vehicle in question was without registration and held it to be a fundamental breach of terms and conditions of the policy contract.

10. In the judgment of this Court in **FAO-2070-2013** titled as **Rashpal Chand & Anr. Vs. Sumit Garg & Ors. [decided on 01.12.2018]**, the facts were also similar wherein the vehicle was purchased on 13.01.2012 and the accident took place on 18.02.2012. The temporary registration was valid for 30 days which stood expired on the date of the accident. The

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amount was deposited in the Treasury by the owner of the vehicle for registration on a date subsequent to the date of accident. It was held in the said case relying upon the decision in **Narinder Singh** (supra) that it was a case of breach of terms of the policy.

11. In view of the above, I do not find any merit in the present case. The present appeal being devoid of any merit is, accordingly, dismissed. Pending applications, if any, also stand disposed off.

12. Statutory amount deposited by the appellants be released to respondent No.2-Insurance Company.

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(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO

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