**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**FAO-874-2014 (O&M)
Reserved on: 03.09.2025
Date of decision: 12.09.2025**

M/S ROYAL SUNDERAM ALLIANCE INSURANCE CO. LTD.

..Appellant

Versus

SONU AND OTHERS

..Respondents

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. D.K. Prajapati, Advocate
for the appellant.

Ms. Shruti Mandhotra, Advocate
for respondent No.1.

SUDEEPTI SHARMA, J.

1. The present appeal has been filed by the appellant-Insurance company against the award dated 05.04.2013 passed in a claim petition filed under Section 166 of the Motor Vehicles Act, 1988 by the Motor Accident Claims Tribunal, Palwal (for short, 'the Tribunal'), wherein the appellant-Insurance company was fastened with the liability to pay the compensation to the claimants along with interest @ 2.5% per annum from the date of filing of petition till actual realization.

BRIEF FACTS OF THE CASE

2. Brief facts of the case are that on 8.7.2010 at about 2.30 p.m., claimant/injured sonu along with his cousin Jai Parkash was going to their village on motor cycle no. HR 29P 9391 which was being driven by Jai Parkash. When they reached near M/s Autoluck Company, GT Road, Prithla,

district Palwal, a dumper bearing registration no. HR 55F 6768 being driven by respondent no. 1 Mam Raj alias Mam Chand in a rash and negligent manner and while overtaking he hit their motor cycle from behind. Resultantly the claimants Sonu and Jai Parkash fell down on the road and sustained multiple grievous injuries. The injured were shifted to Om Spero Hospital, Palwal and were later on referred to Asian Hospital, Faridabad. The matter was reported to the police and a case vide First Information Report No. 279 dated 9.7.2010 under sections 279, 337 and 427 IPC was registered against respondent no. 1 in police station, Sadar Palwal.

3. Upon notice of the claim petition, respondents No.1 and 3 appeared and contested the claim petition by filing written statement denying the factum of accident/compensation.

4. From the pleadings of the parties, the Tribunal framed the following issues:-

> *"1. Whether the accident in question took place due to rash and negligent driving of dumber no. HR 55F 6768 by respondent No. 1? OPP*
>
> *2. Whether the petitioners are entitled to compensation, if so, how much and from whom? OPP*
>
> *3. Whether the respondents No. 1 and 2 have violated the terms and conditions of insurance policy? OPP3*
>
> *4. Relief"*

5. Thereafter, both the parties led their evidence in support of their respective pleadings.

6. After taking into consideration the pleadings and the evidence on record, the learned Tribunal awarded compensation to the claimants.

However, the liability to pay compensation was fastened upon the appellant-Insurance Company.

SUBMISSIONS OF LEARNED COUNSEL FOR THE PARTIES:

7. Learned counsel for the appellant-Insurance Company contends that the learned Tribunal has erred in fastening liability upon appellant-Insurance Company. He further contends that as per verification report Ex.R-6, the driving licence in question stood issued in the name of another person and not in the name of respondent No.2-driver. Therefore, he prays that the present appeal be allowed and appellant-Insurance Company be exonerated from paying compensation.

8. Per contra, learned counsel for respondent No.1-claimant vehemently argues on the lines of award and prays for dismissal of the present appeal.

9. I have heard learned counsel for the parties and perused the whole record of the case.

10. The relevant portion of the award is reproduced as under:-

> *"23. The respondent no. 1 has placed on file copy of driving licence ex. R-2 which is valid from 24.04.200 to 23.04.2012 to drive transport vehicle. The accident in question took place on 8.7.2010. Thus, on the date of accident, the respondent was holding a valid and effective driving licence to drive the vehicle in question.*
>
> *24. The respondents have also placed on file the copy of registration certificate of the vehicle in question Ex. R-3 in the name of respondent no. 2 and the copy of insurance policy Ex. R-7. Though the respondent no. 3 has placed on record the driving licence verification report Ex. R-6 in respect of the driving licence of respondent no. 1 but the said verification report has not been proved on file by*

> *examining the authorized representative of Licensing Authority, Mathura. The same thus cannot be taken into consideration.*
> *25. In view of the discussion, the respondent no. 1 being driver, respondent no. 2 being owner and respondent no. 3 being insurer of the dumper no. HR 55 P 6768 are jointly and severally liable to make the payment of compensation to the claimants. Thus, issue no. 2 is accordingly decided in favour of the claimants and issue no. 3 is decided against respondent no. 3.)"*

11. A perusal of the impugned award reveals that the learned Tribunal has duly appreciated the evidence adduced on record and has rightly returned the finding that the respondent–driver was holding a valid and effective driving licence at the time of the accident.

12. Upon examination of the record, it is evident that the contention advanced on behalf of the appellant–insurance company, that the verification report Ex.R-6 purportedly shows that the licence was issued in the name of some other person and not in the name of the respondent No.2–driver, is wholly untenable. Such an argument is devoid of merit, as the said verification report was never duly proved in accordance with law. The appellant-insurance company failed to examine any witness, particularly authorized representative of the Licensing Authority, Mathura, to establish the authenticity of Ex. R-6. In the absence of such proof, the said document cannot be relied upon.

13. It is a well-settled and consistently reiterated principle of law that the burden lies squarely upon the insurer to establish a breach of the terms and conditions of the insurance policy. A mere production of a verification report, without corroborating oral evidence, cannot discharge

this burden. In the present case, apart from placing Ex.R-6 on record, the appellant–insurance company did not lead any cogent evidence to substantiate its plea regarding the invalidity of the driving licence..

14. Accordingly, the learned Tribunal was fully justified in holding that the insurance company failed to prove that the driving licence Ex.R-2 was not valid and effective. The findings recorded by the learned Tribunal are well-reasoned, based on proper appreciation of evidence, and suffer from neither perversity nor illegality so as to warrant any interference by this Court.

15. In view of the aforesaid discussion, this Court finds no merit in the present appeal. The same is, therefore, dismissed being devoid of any merit.

16. Pending miscellaneous applications, if any, are also disposed of.

September 12th, 2025 **(SUDEEPTI SHARMA)**
Ayub **JUDGE**

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