IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

137 CWP-138-2025
Date of Decision : **January 09, 2025**

BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD

.....Petitioner

VERSUS

PERMANENT LOK ADALAT

.....Respondent

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Sachin Ohri, Advocate
for the petitioner.

KULDEEP TIWARI, J. (Oral)

1. Through the instant petition, as cast under Articles 226/227 of the Constitution of India, challenge is thrown to the award dated 6.11.2024 passed by the Permanent Lok Adalat (Public Utility Services), Patiala, Punjab.

2. In an endeavour to throw challenge to the award (supra), the learned counsel for the petitioner draws attention of this Court towards one of the conditions of the Insurance Policy i.e. Clause 3 of the Policy and according to clause 3, GR-36 of the Indian Motor Tarrif Regulations will be applicable and the GR-36 which was also considered by the Permanent Lok Adalat (supra), while passing the impugned award is extracted hereinafter:-

> *"Personal Accident(PA) Cover under Motor Policy (not applicable to vehicles covered under Section E,F and G of Tariff for Commercial Vehicles)*
>
> *A. Compulsory Personal Accident Cover for Owner-Driver*

Compulsory Personal Accident Cover shall be applicable under both Liability Only and Package policies. The owner of insured vehicle holding an 'effective' driving license is termed as Owner-Driver for the purposes of this section.

Cover is provided to the Owner-Driver whilst driving the vehicle including mounting into/dismounting from or travelling in the insured vehicle as a co-driver.

NB. This provision deals with Personal Accident cover and only the registered owner in person is entitled to the compulsory cover where he/she holds an effective driving license. Hence compulsory PA cover cannot be granted where a vehicle is owned by a company, a partnership firm or a similar body corporate or where the owner-driver does not hold an effective driving license. In all such cases, where compulsory PA cover cannot be granted, the additional premium for the compulsory P.A. cover for the owner-driver should not be charged and the compulsory P.A. cover provision in the policy should also be deleted. Where the owner-driver owns more than one vehicle, compulsory PA cover can be granted for only one vehicle adopted by him/her."

3. By referring to the above, the learned counsel for the petitioner submits that the owner and the driver, while driving the vehicle including mounting into/dismounting from or travelling in the insured vehicle, as a co-driver, requires to have a valid driving licence and it is not under dispute that the deceased, who was owner of the vehicle was not having a valid driving licence.

4. The facts, which are not disputed and are also complied by the Permanent Lok Adalat concerned are extracted hereinafter:-

"a) Sh. Raghvir Singh(husband of the applicant/nominee) was the registered owner of the ill-fated car bearing number PB- 13BC-2906.

b) The car was insured with the respondents from 07.06.2019 to 06.06.2020.

c) Private car package policy(Ex.R1) for the afore-said peri was issued by the respondents in the name of Sh. Raglivir Singh(owner).

d) The car met with an accident on 19th or 20th August, 2019 i.e. during the subsistence of the insurance policy(Ex.R1) issued by the respondents.

e) FIR No.192/2019, dated 30.09.2019 relating to the incident was entered in Police Station, Pasyana, District Patiala.

f) At the time of occurrence, Sh. Sutantar Singh, a close relative of Sh. Raghvir Singh(owner-cum-insured), was on the wheels of the car.

g) In the mishap, Sh. Raghvir Singh, who was travelling in the car, received the injuries.

h) Sh. Raghvir Singh(owner-cum-insured) succumbed to his injuries on 21.08.2019.

i) IDV of the car is/was Rs.5,95,187/-.

j) PA Cover(Personal Accident Cover) for owner-driver amounting to Rs.15,00,000/- was extended by the respondents against the payment of premium.

k) After the unfortunate incident, two claims were put forth by the applicant being the wife and nominee of Sh. Raghvir Singh (owner of the vehicle-cum-insured).

l) The claims were got investigated by the respondents and investigation report(Ex.R8) was submitted by the investigator.

m) All documents of the vehicle including the DL of Sh. Sutantar Singh(driver at the time of accident) were found in order.

n) Claim qua the damage caused to the car in the mishap was paid by the respondents to the applicant; and

o) Amount of PA Cover(disputed claim) was not paid by the respondents on the pretext that the same is/was not tenable under the policy(Ex.R1).”

5. What surfaced upon perusal of the record and the impugned order, is that the deceased, though was the owner of the vehicle, but was not driving the vehicle. Since he was not driving the vehicle at the time of accident, therefore, whether he still requires to have a valid driving licence in view of the above regulations, was the issue, which was considered by the Permanent Lok Adalat concerned and answered in negative.

6. This Court has also considered the submissions made by the learned counsel for the parties concerned and do not find any merit in the same.

7. The owner of the vehicle knowing well that he was not having a valid driving licence. was not driving the vehicle on the fateful day, rather a person, who was having a valid driving licence was driving the vehicle, therefore, there is no violation of any terms and conditions of the policy giving authority to the Insurance Company concerned to deny the rightful claim.

8. No other argument was raised by the parties concerned during the course of hearing.

9. This Court has also considered the legality of the award (supra) and does not find any perversity or illegality in the same, requiring any interference by this Court,

10. Therefore, the impugned award is **upheld** and the instant petition is **dismissed**.

(KULDEEP TIWARI)
JUDGE

January 09, 2025
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Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No