Priya Soparkar

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 2462 OF 2025

Reliance General Insurance Company Limited, Mumbai. …Appellant

Versus

Laxmi Manikaram Paswan and ors. …Respondents

Ms. Shalini Shankar, for the Appellant.
Mr. T. J. Mendon with Mr. T. R. Kale, for the Respondents.

CORAM: R. M. JOSHI, J.

DATED: 30th JANUARY, 2026.

PC:-

1. By consent of both sides, heard finally at the stage of admission.

2. This appeal involves short question as to whether the Tribunal was justified in not discharging the Insurer from the liability to pay compensation. In view of the fact that the Insurer was able to prove the fake driving license of the driver of the offending vehicle.

3. The learned counsel for the Appellant submits that the Insurer has taken specific plea with regard to the fake driving license of the driver of the offending vehicle, and the same has been substantiated by examining clerk from RTO, Andheri. It is

PRIYA RAJESH SOPARKAR Digitally signed by PRIYA RAJESH SOPARKAR Date: 2026.01.31 17:07:12 +0530 submitted that the said evidence was sufficient to conclude that the driving license of the driver of the vehicle was fake. It is her contention that once breach of terms of conditions of policy is proved, the Insurer would not be liable for payment of any compensation. He seeks setting aside of impugned order and in alternative pay and recover order.

4. Learned counsel for the Claimants opposed the said contention by drawing attention of the Court to the fact that neither in the written statement his claim by the Insurer about fake driving license, the driver was engaged by the owner of the vehicle, and hence, by following judgment of the Hon'ble Supreme Court in case of ***Iffco-Tokio General Insurance Company Limited Vs. Geeta Devi and ors. reported in 2023 ACJ 2701***, there is no interference required in the impugned judgment. No doubt the Insurer filed written statement taking up a plea of fake driving license, however, there is no specific plea in the written statement that owner inspite of knowledge of fake driving license of driver, permitted him to drive the vehicle.

5. At this stage, it would be relevant to refer to the judgment of the Hon'ble Supreme Court in case of ***Geeta Devi*** (supra), the relevant portion of the said judgment was produced:-

> "15. As already pointed out supra, once a seemingly valid driving license is produced by a person employed to drive a vehicle, unless such license is demonstrably fake on the face of it, warranting any sensible employer to make inquiries as to its genuineness, or

> when the period of the license has already expired, or there is some other reason to entertain a genuine doubt as to its validity, the burden is upon the insurance company to prove that there was a failure on the part of the vehicle owner in carrying out due diligence apropos such driving license before employing that person to drive the vehicle. Presently, no evidence has been placed on record whereby an inference could be drawn that the deceased vehicle owner ought to have gotten verified Ujay Pal's driving license. Therefore, it was for the petitioner-insurance company to prove willful breach on the part of the said vehicle owner. As no such exercise was undertaken, the petitioner-insurance company would have no right to recover the compensation amount from the present owners of the vehicle. The impugned order passed by the Delhi High Court holding to that effect, therefore, does not brook interference either on facts or in law.
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> 16. These legal propositions being so well settled, it is indeed shocking that insurance companies deem it appropriate to raise such pleas as a matter of course, without reference to the facts of the given case and/or the evidence available therein, and also consider it necessary to carry such matters in appeal till the last forum, unmindful of the wastage of valuable curial time and effort!"

6. Here in this case, there is no specific plea raised by Insurer about the knowledge of Insurer about fake driving license.

Moreover, this is to bring on record to indicate that on bare perusal of license, it could be made out to any one that it is a fake license. Learned Tribunal has thus taken into consideration facts of the case and the said judgment and proceeded to hold the Insurer jointly and severally for payment of compensation. In the facts of the case, no interference therefore is called in the impugned judgment and award.

7. In view of the above, the appeal stands dismissed.

(R. M. JOSHI, J.)