217 IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-1524-2002 (O&M)
Date of Decision: 27.01.2026

THE NEW INDIA ASSURANCE CO. LTD.

....Appellant

Versus

BOHTI DEVI AND ORS

...Respondents

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Abhimanyu Kalsy, Advocate
for the appellant.

Mr. S.N. Pillania, Advocate
for respondents No.1 to 5.

Mr. Nipon Verma, Advocate
for respondents No.7 and 8.

Parmod Goyal, J. (Oral)

Present appeal has been preferred by appellant/respondent No.3-insurance company being aggrieved by award dated 21.12.2001, passed by learned Motor Accident Claims Tribunal, Jind (hereinafter referred to as 'Tribunal'), vide which claimants were found entitled to compensation of Rs.3,70,000/- holding insurance company liable to indemnify owner of the vehicle. Claimants had sought compensation on account of untimely death of Ishwar Singh (deceased) in motor vehicular accident dated 02.01.1998 by rash and negligent driving of respondent No.1 while driving Jeep No.HYJ-7300.

2. Learned counsel for appellant has fairly asserted that there is no

challenge to issue No.1 as regards to rash and negligent driving on the part of respondent No.1 and issue No.2 i.e. quantum of compensation. The only issue which is being raised by appellant is with regards to liability to pay compensation.

3. It is the case of appellant that licence Ex.R1 which respondent No.1 was holding, was authorized only to drive LMV (Light Motor Vehicle), whereas offending vehicle was HMV (Heavy Motor Vehicle) and, therefore, respondent No.1 was not having a valid driving licence on the date of occurrence of accident to drive offending vehicle as even LMV had also expired on 10.11.1997. In response to said assertions by appellant, driver himself had appeared as RW2 and asserted that initially he got LMV licence i.e. Ex.R1 and subsequently, since he had got new licence for HMV from licencing authority, Delhi, therefore, LMV i.e. Ex.R1 was not renewed. He has categorically stated that he has not place reliance upon Ex.R1 and stated that he is holder of driving licence which was issued for HMV by Licencing Authority, Delhi and is valid.

4. Learned Tribunal after considering evidence of RW2 i.e. respondent No.1 concluded that since onus to prove driving licence of respondent No.1 to be invalid was on the insurance company and no effort was made by insurance company to prove the same by seeking licence or by proving that licence issued by Licencing Authority, Delhi, was not valid, forged or fabricated. Accordingly, liability of appellant was fixed to indemnify the owner of offending vehicle.

5. On consideration, I do not find any merit in the contention raised on behalf of appellant. Issue No.3, onus to prove ‘whether respondent No.3 is not liable to pay any compensation, on the grounds alleged’ was

upon respondent No.3 i.e. insurance company, however, admittedly, insurance company has not made any effort. Neither application was made before learned Tribunal to seek valid licence from respondent No.1, nor any effort was made to issue notice to get the licence of respondent No.1 and prove the same to be not valid, forged or fabricated. Therefore, insurance company has failed to discharge onus cast upon insurance company. There is no merit in the appeal and the same is dismissed.

6. Pending application(s), if any, is/are disposed of accordingly.

(PARMOD GOYAL)
27.01.2026 **JUDGE**
chiranjeev

Whether Speaking/Reasoned : Yes/No
Whether Reportable : Yes/No