



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

FAO-2033-2025 (O&M)

MANOJ KUMAR AND ANOTHER

..Appellants

Versus

SHYAMA AND ORS.

..Respondents

Reserved on: 24.04.2026
Pronounced on: 27.04.2026
Uploaded on : 04.05.2026

Whether only the operative part of the judgment is pronounced? NO
Whether full judgment is pronounced? YES

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. Mukesh Yadav, Advocate
for the appellant.

Mr. Jatin Kumar, Advocate and
Mr. Punit Jain, Advocate
for respondent No.5-Insurance Company.

SUDEEPTI SHARMA, J.

1. The present appeal has been filed by the appellants/driver and owner of the offending vehicle against the award dated 07.07.2023 passed in a claim petition filed under Section 166 of the Motor Vehicles Act, 1988 by the Motor Accident Claims Tribunal, Gurugram (for short, 'the Tribunal'), wherein the claim petition filed by the claimants was allowed and appellants/driver and owner of the offending vehicle were made liable to pay the compensation.

BRIEF FACTS OF THE CASE

2. Brief facts of the case are that on 05.10.2016, at about 9:30 P.M., the victim Rakesh Kumar had left the house of Mr. Dheeraj Sharma



son of Sh. Bharat Krishan Sharma, resident of House No. 1362, Sector 17-C, Gurgaon on his motorcycle bearing registration No. HR-99-WT-TEMP-4763 for his house. When the victim reached ahead of MDI chowk towards Signature Tower, suddenly a truck came at a high speed, in a rash and negligent manner and high speed and hit the victim motorcycle from back side and due to the said accident the deceased received multiple and grievous injuries on his head, legs and all over his body. The respondent no.1/driver of the offending truck stop his truck after some distance from the accident spot and ran away leaving behind the said truck. Thereafter some passerby admitted the deceased in Kalyani Hospital, Gurgaon but the victim died on the way due to the injuries sustained in the said accident and the medical officer of the said Hospital declared the victim as brought dead.

3. Upon notice of the claim petition, respondents appeared and contested the claim petition by filing their separate written replies denying the factum of accident/compensation.

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

“1. Whether the accident took place on dated 05.10.2016 at about 9:45 p.m. due to rash and negligent driving of vehicle No. HR-55N-0775 by respondent No.1 resulting into death of Rakesh Kumar son of Siyaram ? OPP

2. If issue No.1 is proved, whether the claimants are entitled to any compensation, if so to what amount and from whom?OPP

3. Whether the present petition is not maintainable in the present form?OPR

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 and liability to pay compensation was fastened upon appellants/driver and owner of the offending vehicle. Hence, the present appeal.

SUBMISSIONS OF LEARNED COUNSEL FOR THE PARTIES:

7. Learned counsel for the appellants/driver and owner of the offending vehicle submits that the learned Tribunal has gravely erred in fastening liability upon the appellant to satisfy the compensation awarded to the claimants/respondents No.1 to 4, on the untenable and erroneous premise that the insurance policy in question was forged. He further contends that such a finding is not only unsupported by cogent evidence on record but is also perverse in law and facts, having been arrived at without proper appreciation of the material placed before the Tribunal.

8. He further contends that the learned Tribunal has assessed the income of the deceased on an excessively inflated basis, without any reliable documentary proof, thereby leading to an unjust and disproportionate award of compensation. The said determination, according to the appellant, warrants interference and appropriate reduction.

9. On the aforesaid grounds, learned counsel prays that the present appeal be allowed, the impugned award be set aside or suitably modified, and the liability fastened upon the appellant be set aside or reduced in accordance with law.



10. Per contra, learned counsel for respondent No.5-Insurance Company has vehemently argued on the line of award and prays for dismissal of the present appeal.

11. I have heard learned counsel for the parties and perused the whole case file with their able assistance.

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

“This order of mine will dispose of an application for dismissal of claim petition, moved on behalf of respondent No.3, as per which the insurance policy placed on record by the petitioners as well as respondents No.1 and 2 is forged one.

2. It is the case of the respondent No.3 that insurance policy relied by the petitioners or respondents No.1 and 2 showing its validity from 2.10.2016 to 1.10.2017 having Cover Note No.P668845, with policy No.326023/31/17/1408, was never issued by the insurance company. Rather, it had issued the insurance policy valid from 18.10.2016 to 17.10.2017 insuring truck No.HR55-N-0775, from Dhanbad on dated 18.10.2016. It is also the case of the respondent No.3 that the truck in question was not insured on dated 05.10.2016 which is the alleged date of accident, but respondents No.1 and 2 have fraudulently and illegally forged and fabricated the insurance policy to cover the period of accident. It is also the case of respondent No.3 that since, 02.10.2016 was Sunday also a National Holiday, the insurance policy relied by respondents No.1 and 2 could not have been issued on that day that too without getting the truck pre-inspected from its team on dated 17.10.2016, a fact also found mentioned in the bottom of note of the policy relied by the respondents No.1 and 2. Finally, it is averred that policy so relied by respondents No.1 and 2 is forged and



fabricated, hence, cannot be used against the insurance company i.e. respondent No.3 to ask it to indemnify respondents No.1 and 2.

3. In reply to this application, learned counsels for the petitioners and respondents No.1 and 2 have averred that the insurance policy effective from 2.10.2016 to 1.10.2017 relied by respondent No.1 gives full right to the petitioners to claim the compensation from insurance company and it is denied that this policy so relied is forged or fabricated. It is also denied that preinspection of the vehicle was done only on 17.10.2016 as mentioned at bottom of the forged and fabricated insurance policy itself. It is further denied that the truck in question was not insured on dated 5.10.2016, the date of accident. Finally, rejection of the application has been prayed for.

4. This Tribunal has heard learned counsel for the parties and gone through the policies valid from dated 02.10.2016 to 01.10.2016 relied by the petitioners and another one relied by respondent No.3 showing its validity from 18.10.2016 to midnight of 17.10.2017. The perusal of both the policies, shows two common factors one is the note given at the bottom of these policies and second is the date as well as place of its issuance. The note is reproduced below:

“POLICY IS SUBJECT TO EXCLUSION OF DAMAGES NOTED DOWN BY OUR AUTHORISED REPRESENTATIVE DURING THEIR INSPECTION.

Pre-Inspection report: SCRATCHED BODY PARTS: AS PER PI REPORT AND PHOTOGRAPHS DONE DATE 17.10.16 DENTED BODY PARTS: AS PER PI REPORT AND PHOTOGRAPHS DONE DATE 17.10.16 BROKEN



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BODY PARTS: AS PER PI REPORT & PHOTOGRAPHS DONE DATE 17.10.16.

Note: In case of new vehicle, Insured have to submit registration documents within a period of 15 days from the date of issue of Registration Certificate of Vehicle.

Place : Dhanbad Date 18.10.2016.”

After having gone through the contents of above note, which pertains to requirement of pre-inspection, it is clear that preinspection of the vehicle No.HR-55-N-0775 was done on dated 17.10.2016 and there cannot be logical denial that only after preinspection report, a new insurance policy of the vehicle is issued. In other words, insurance of newly insured vehicle would take place after the date of pre-inspection report. Since, in the instant case, the date of pre-inspection report is dated 17.10.2016, it is safe to conclude that the validity of the insurance policy in respect of the offending vehicle has to be from 18.10.2016 to midnight of 17.10.2017 as rightly claimed by the insurance company and not from 02.10.2016 to midnight of 01.10.2017 as otherwise claimed by the petitioners as well as respondents No.1 and 2. Notwithstanding this, it doesn't stand to logic that when 02.10.2016 was a National Holiday being 'Gandhi Jayanti' and all the offices in the country are supposed to be closed for work including insurance company/respondent No.3, the insurance company would issue policy effective from that day. Thus, policy relied by respondents No.1 and 2 prima facie is result of fraud and this fact further gets strength from contents of this policy wherein the date of its issuance is mentioned as 18.10.2016 issued from Dhanbad. It is not possible that a policy issued on dated 18.10.2016 that too after mandatory pre-inspection report received, could be



effective retrospectively with effect from 02.10.2016? Rather, this act of giving the insurance policy a date of its effectiveness just prior to the date of accident i.e. 05.10.2016, is indicative of the fact that the policy cover placed on record by the petitioners as well as respondents No.1 and 2, has been forged and fabricated to show it effective from the date which includes the date of accident, just to mislead the Tribunal so that the liability of the insurance company could fraudulently be got fastened to pay compensation, if the petitioners are finally held entitled for compensation.

5. With above observations, this Tribunal concludes that the insurance policy showing its effectiveness w.e.f. 02.10.2016, is prima facie a forged document got prepared or prepared oneself by the respondents No.1 and 2, may be in connivance with the petitioners, with an aim to play fraud upon the judicial system so that the Tribunal holding the offending vehicle as insured on the date of alleged accident, fastens the liability of the insurance company to pay the compensation, which otherwise it was not liable to do, if original insurance policy was placed on record.

6. Since, in day to day affairs, this Tribunal is coming across n number of cases wherein the false jurisdiction of the Tribunals at Gurugram, is created against the provisions of Section 166 (2) of Motor Vehicles Act, 1988, or, the vehicles are planted in connivance with owner and driver of the offending vehicle and the concerned investigating officer in respect of which even Hon'ble High Court has ordered registration of FIR and the accused named are facing criminal trial, it becomes Court's bounded duty to refer this matter to the local police station, to inquire into and investigate as to how the policy relied by respondents No.1 and 2 has been



fabricated, who all have connived to get it made to play fraud upon the Tribunal etc. Hence, let a copy of this order be sent to the SHO, Police Station Shivaji Nagar, Gurugram, along with photocopies of both insurance policies i.e. valid from 02.10.2016 to 01.10.2017 relied by respondents No.1 and 2 and the petitioners and the one valid from 18.10.2016 to midnight of 17.10.2017 relied by respondent No.3 insurance company, to investigate the matter and to proceed in accordance with law against the culprits, if any, under intimation to this Tribunal, preferably within three months from today. The authorised representative of insurance company i.e. respondent No.3, be treated as complainant, who shall be named by insurance company positively within fifteen days from the date of issuance of this order.”

13. A careful consideration of the award reveals that the learned Tribunal has undertaken a detailed and reasoned analysis of the material on record. The learned Tribunal has compared the two insurance policies—one relied upon by the appellant/driver and owner of the offending vehicle and the other produced by respondent no.5-Insurance Company and has identified material inconsistencies going to the root of the matter.

14. The learned Tribunal has rightly attached significance to the pre-inspection note forming part of the policy document, which unequivocally records that the inspection of the vehicle was conducted on 17.10.2016. It has been logically inferred that issuance of an insurance policy could only follow such pre-inspection. Consequently, the policy produced by the insurance company, valid from 18.10.2016 to 17.10.2017, stands corroborated by contemporaneous record.



15. In contrast, the policy relied upon by appellant/driver and owner of the offending vehicle, purporting to be effective from 02.10.2016, has been found to be inherently unreliable. The learned Tribunal has correctly observed that the said date falls on a National Holiday (Gandhi Jayanti), rendering the issuance of such policy on that date highly improbable. More importantly, the attempt to give retrospective effect to a policy allegedly issued on 18.10.2016 so as to cover the date of accident i.e. 05.10.2016, has been rightly viewed as indicative of manipulation.

16. The finding of learned Tribunal that the said policy is forged and fabricated is thus not based on conjectures, but on a cogent appreciation of documentary evidence and surrounding circumstances. The inference drawn is a plausible and reasonable one, supported by the record, and does not suffer from perversity or illegality warranting interference by this Court.

17. In view of the above, this Court finds no infirmity in the conclusion arrived at by the learned Tribunal that the insurance policy purportedly effective from 02.10.2016 is a forged and fabricated document. The said finding is hereby affirmed.

18. Adverting now to the second limb of argument of learned counsel for the appellant/driver and owner of the offending vehicle that the monthly income of the deceased is taken on higher side, the same is bereft of any merit. The learned Tribunal has assessed the income of the deceased at ₹14,070/- per month upon due consideration of his educational qualifications and surrounding facts of the present case. The approach adopted by the learned Tribunal cannot be said to be arbitrary or unsupported by evidence.



19. Further, in **Chandra @ Chanda @ Chandraram v. Mukesh Kumar Yadav & Ors., (2022) 1 SCC 198**, the Hon’ble Apex Court has held that mere absence of documentary proof of income does not justify the adoption of the lowest slab of minimum wages, particularly where other material exists on record to indicate a higher earning capacity.
20. In light of the aforesaid authoritative pronouncements, and having regard to the facts and circumstances of the present case, the assessment of his monthly income at ₹14,070/- cannot, by any stretch of imagination, be said to be excessive or unjustified. The same, therefore, warrants no interference.
21. Consequently, the finding of the learned Tribunal on the issue of income is affirmed.
22. In view of the foregoing, the present appeal, being devoid of merit, stands **dismissed**.
23. Pending miscellaneous applications, if any, are also disposed of.

April 27th, 2026

Ayub/Sahil

**(SUDEEPTI SHARMA)
JUDGE**

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