

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

FAO-5213-2010 (O&M)

VIJAY

..Appellant

Versus

UNITED INDIA INSURANCE CO. LTD. AND OTHERS

..Respondents

Reserved on: 19.12.2025
Pronounced on: 17.03.2026
Uploaded on: 19.03.2026

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

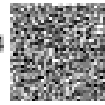
CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. Manoj Chahal, Advocate
for the appellant.

Mr. Gopal Mittal, Advocate
for respondent No.1-Insurance Company.

SUDEEPTI SHARMA, J.

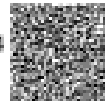
1. The present appeal has been filed by the appellant/driver of the offending vehicle against the award dated 31.05.2010 passed in a claim petition filed under Section 166 of the Motor Vehicles Act, 1988 by the Motor Accident Claims Tribunal, Bhiwani (for short, 'the Tribunal'), wherein the appellant/driver of the offending vehicle was fastened with the liability to pay the compensation of Rs.35,000/- to the claimant/respondent No.2 along with interest @ 6% per annum from the date of filing of claim petition till recovery.

**BRIEF FACTS OF THE CASE**

2. Brief facts of the case are that that on 2.2.2008 at about 5:00 p.m the petitioner along-with his cousin brother namely, Vidya Nand was traveling on a motorcycle CD DlX. A/F which was being driven by petitioner himself and they were going to village Asalwas in from village relation Dhanasari. When they reached near office of 1 in a Electricity Department at village Jui, in the mean time, a Jeep bearing registration No. HR 39/5406 came from Jui side which was being driven by its driver i.e. respondent no. rash and negligent manner and at a high speed. On seeing the Jeep in rash and negligent manner, the petitioner came down the motorcycle on the left side of kacha passage, but the Jeep driver directly struck his Jeep into their standing motorcycle. Due to this heavy impact, the petitioner and Vidya Nand fell down on the road and sustained grievous and multiple injuries on various parts of. After causing accident, Jeep driver i.e. respondent No. 1 ran away from the spot along-with his Jeep. On having come to know about this accident, son-in-law of petitioner, namely, Parvesh reached the spot and brought the petitioner in General Hospital, Bhiwani, for treatment. The matter was reported to the police and consequently FIR No. 51 dated 3.2.2008 under sections 279 and 337 of IPC was registered at police station, Sadar, Bhiwani, on the statement of injured/ petitioner.

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

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



“i) Whether the accident in question took place due to rash and negligent I while driving of respondent No. driving vehicle No. HR-39-5406 and due to which petitioner received injuries?OPP

ii) If issue No. 1 is proved, whether the petitioner is entitled to receive compensation, if so, how much and from whom?OPP

iii) Whether the petition maintainable in the present from?OPP

iv) Whether the respondent/owner violated the terms and conditions of insurance policy? OPP Insurance Company.

v) Whether the respondent/ driver has a valid and effective driving licence at the relevant time in question

OPP

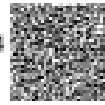
vi) Relief.”

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 claimant/respondent No.2. However, the appellant/driver was held liable to pay compensation. Hence, the present appeal.

SUBMISSIONS OF LEARNED COUNSEL FOR THE PARTIES:

7. Learned counsel appearing for the appellant–driver of the offending vehicle submits that the learned Motor Accident Claims Tribunal has erred in fastening the liability to satisfy the award upon the appellant/driver. It is contended that the findings recorded by the Tribunal are contrary to the material available on record as well as the settled position of law.



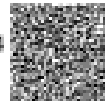
8. Learned counsel for the appellant/driver assails the finding of the Tribunal that the driver of the offending vehicle was holding only a Light Motor Vehicle (LMV) driving licence without any specific endorsement to drive a Jeep (commercial passenger carrying vehicle). In support of his submission, reliance is placed upon the judgment of the Hon'ble Supreme Court in Mukund Dewangan v. Oriental Insurance Company Limited, 2017 INSC 576, wherein it has been held that a person holding a valid driving licence to drive a Light Motor Vehicle is competent to drive a transport vehicle of such class without any separate endorsement. On the strength of the aforesaid submissions, he prays that the impugned award to the extent of fastening liability upon the appellant/driver be set aside and the present appeal be allowed.

9. Per contra, learned counsel appearing for the respondent No.1—Insurance Company supports the award passed by the learned Tribunal and prays for dismissal of the appeal.

10. I have heard learned counsel for the parties and perused the whole record of the case with their able assistance.

11. Before proceeding further it is apposite to reproduce the relevant portion of the award. The relevant portion is reproduced as under:-

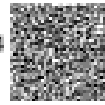
“23. After having heard learned counsel for i am of the both the parties on this point, considered opinion that the driving licence of the respondent No. 1 was not valid on the date of accident. From perusal of Ex. R1 insurance policy of the offending vehicle it is clear was a Jeep of of that the offending vehicle Mahendra and Mahendra and from perusal driving licence of respondent No.1 mark R3, it No. 1 was is clear that the respondent authorized to



drive M/Cycle, Scooter and Car only and it is clear that he was not authorized to drive the Jeep in question. No endorsement to this effect was made on the driving licence of respondent No.1 The said Jeep does not fall under the category of Light Motor Vehicle rather it is a commercial passenger carrying vehicle) So, the insurance company is not liable to indemnify the insured. Reference in this connection may also be made to New India Assurance Co. Ltd. Vs Prabhu Lal (Supra), wherein it was held that the vehicle involved in accident was Jeep commander made by Mahindra and Mahindra, a passengers carrying commercial vehicle and the driver was having licence for Light Motor Vehicles and no endorsement on it as required by section 3 was made, SO the insurance company is not held liable to indemnify the insured.

There cannot be any dispute about the proposition of laid law down in the 1 and 2, authoritative pronouncement relied upon by the learned counsel for respondents no. but they can not derive any benefit from the above discussed authoritative pronouncement as the same, in my opinion, is not applicable to the case in hand, being distinguishable on facts because in said case the driver was holding the licence to drive Car/Jeep whereas the offending vehicle in that case was Tractor. In the circumstances it can safely be held that at the time of accident, the respondent No. 1 was not holding a valid and effective driving licence, so it is held that the respondent No.3 is not liable to indemnify the insured.

24. The issue is accordingly decided in favour of the claimant to the effect that the claimant Sant Lal is entitled to receive a total sum of Rs. 35,000/- and respondents No. 1 and 2 being the driver and owner, of



the offending vehicle only are liable, jointly and severally to pay the said amount of compensation.”

12. A perusal of the impugned award reveals that the learned Tribunal has proceeded to fasten the liability upon the appellant–driver of the offending vehicle by absolving the Insurance Company on principal ground, namely: (i) that the appellant/driver was not holding a valid and effective driving licence to drive (Jeep) a transport vehicle, there being no specific endorsement in that regard.

13. Upon careful consideration, this Court finds that the aforesaid finding is legally unsustainable in view of the authoritative pronouncements of the Hon’ble Supreme Court.

14. The finding of the Ld. Tribunal that the appellant/driver was not holding a valid driving licence to drive the offending vehicle on the ground that there was no specific endorsement to drive a Jeep (transport vehicle) is untenable in the eyes of law. The larger Bench of the Hon’ble Supreme Court in **Mukund Dewangan’s case (supra)** has unequivocally held that a person holding a valid driving licence to drive a “Light Motor Vehicle” is competent to drive a transport vehicle of that class, and no separate endorsement is required.

15. The said legal position has been reiterated and affirmed by the Constitution Bench of the Hon’ble Supreme Court in **M/s Bajaj Allianz General Insurance Co. Ltd. v. Rambha Devi, 2024 INSC 840**, wherein it has been held that a driver holding a valid LMV licence is competent to drive a transport vehicle of that class having a gross vehicle weight not exceeding 7500 kilograms, without any separate endorsement.



16. In the present case, the driving licence (Ex.R3) establishes that the appellant/driver was authorised to drive a Light Motor Vehicle. There is no material on record to demonstrate that the offending vehicle exceeded the prescribed weight limit so as to fall outside the ambit of the 7500 kgs. In such circumstances, the finding of the Ld. Tribunal that the appellant/driver was not duly licensed, is in the teeth of the law laid down by the Hon’ble Supreme Court and is, therefore, liable to be set aside.

17. In light of the settled proposition of law as enunciated by the Hon’ble Supreme Court, this Court is of the considered view that the learned Tribunal erred in absolving the Insurance Company of its liability and in fastening the same upon the appellant/driver. The impugned finding, being contrary to binding precedent, are untenable in the eyes of law and are accordingly set aside.

18. In view of the foregoing discussion, this Court has no hesitation in holding that the Insurance Company cannot evade or disclaim its liability under the policy on the untenable plea. Consequently, the respondent No.1– Insurance Company is made solely liable to pay compensation to the claimant/respondent No.2.

19. Consequently, the present appeal is allowed in the aforesaid terms.

20. The statutory amount of Rs.25,000/- deposited by the appellant at the time of admission of the appeal, is ordered to be refunded to him.

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

17.03.2026

Ayub/Saahil

(SUDEEPTI SHARMA)
JUDGE

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