



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

FAO-6655-2011 (O&M)
Date of Decision: February 05, 2026

Khalid

...Appellant

VERSUS

Fajru and others

...Respondents

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.J.S.Hooda, Advocate
for the appellant.

None for respondents No.1 and 2.

Mr.Nigam K. Bhardwaj, Advocate
for respondent No.3.

ARCHANA PURI, J.

The appellant-claimant has filed the present appeal to seek enhancement of the compensation awarded by learned Motor Accident Claims Tribunal, on account of injuries sustained by him, in a motor vehicular accident.

Suffice to consider that the accident had taken place on 15.11.2009. On appraisal of the evidence, brought on record, learned Tribunal had concluded about the accident to have taken place, on account of rash and negligent driving of jeep bearing registration No.HR-26D-6547, driven by respondent No.1-Fajru. Thereupon, on appraisal of the evidence, considering the period of admission of the appellant-claimant in the hospital as well as the disability assessed to be 7.5%, as per disability certificate Ex.P10, learned Tribunal had awarded lumpsum amount of Rs.20,000/- to

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the appellant-Khalid.

Considering the fact of respondent No.1, to be not holding valid and effective driving licence, at the time of the alleged accident, learned Tribunal had fastened the liability to pay the compensation aforesaid, upon respondents No.1 and 2, who are the driver and owner of the offending vehicle, jointly and severally and the insurance company was exonerated.

However, at the time of making submissions before this Court, counsel for the insurance company has fairly conceded that the FAO-6656-2011 was filed by another set of appellants-claimants, vis-a-vis, death of Sehju, in the same accident and the claim petition qua death of Sehju was also disposed of vide same impugned Award. Copy of the order passed in said FAO has been placed on record, which reveals about the enhancement having granted by the Coordinate Bench. Also, it has been fairly conceded by counsel for the insurance company that in FAO-6656-2011, the Court had also considered about the contention raised, with regard to the driver of the offending vehicle, to be not holding valid driving licence.

In the light of the same, it is submitted that the liability was also fastened upon the insurance company and after discharging its liability towards the claimants, it was given the liberty to recover the compensation from the insured.

Considering the observations made in the aforesaid FAO, learned counsel for the insurance company submits that he has no objection, if the liability is fastened upon the insurance company, in the present case, in the same manner and recovery rights be given. Furthermore, he has also made an offer that the insurance company is ready to make payment of Rs.30,000/-, over and above the awarded amount.



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The offer to made by the counsel for the insurance company is acceptable to the counsel for the appellant-claimant.

Considering the consensus so reached, also this Court has gone through the record as well as the impugned Award. Perusal of the same reveals that, considering the kind of evidence brought on record and the extent of disability to be 7.5% as well as considering the admission of the appellant-claimant in the hospital, in the fitness of the circumstances, the present appeal, as such, is hereby accepted and the amount of **Rs.30,000/-** is awarded, over and above the awarded amount of Rs.20,000/-.

On the same analogy, as observed in FAO-6656-2011 by the Coordinate Bench, even if it is established that the driving licence of the driver of the offending vehicle, was not valid, then also, the appellant-claimant, as such, cannot be deprived of his right to get the amount of compensation from the insurance company, who would be further entitled to recover the same, from the insured, after discharging its liability, qua the claimant.

In this view of the matter, the findings on issue No.4, as such, are also modified, to the extent that the insurance company shall now be liable to pay the compensation to the claimant and after discharging its liability towards claimant-Khalid, it shall be entitled to recover the amount of compensation from the insured. The impugned Award dated 29.07.2011 stands modified, to the extent, as indicated aforesaid. The remaining terms of the Award shall remain the same.

February 05, 2026
Vgulati

Whether speaking/reasoned
Whether reportable

(ARCHANA PURI)
JUDGE
Yes
Yes/No