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

FAO-2921-2015 (O&M)

JITENDER AND ANR.

..Appellant

Versus

ORIENTAL INSURANCE AND ORS.

..Respondents

**Reserved on: 07.04.2026
Pronounced on: 08.04.2026
Uploaded on: 08.04.2026**

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. Sumit Gupta, Advocate
for the appellants.

Mr. D.P. Gupta, Advocate
respondent No.1-Insurance Company.

Respondents No.2 to 9 proceeded against ex parte
vide order dated 08.01.2016.

SUDEEPTI SHARMA, J.

1. The present appeal has been filed by the appellants (driver and owner of the offending vehicle) against award dated 13.01.2015 passed in a claim petition filed under Section 166 of the Motor Vehicles Act, 1988 by the Motor Accident Claims Tribunal, Sonepat (for short, 'the Tribunal'), wherein the appellants (driver and owner of the offending vehicle) were fastened with the liability to pay the compensation of Rs.5,50,000/- to the claimants/respondents No.2 to 9 along with interest @ 7.5% 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 on 17.04.2012 the deceased was going to his village Sirsadh from Gohana Mandi after selling his wheat on his motorcycle bearing No. HR-12E-3243. At about 7.15 pm one Eicher tractor bearing No. HR-31G-4592 being driven by respondent No. 1 came from opposite side in a rash and negligent manner and with fast speed and struck against the motorcycle of the deceased. As a result of which accident occurred and deceased sustained injuries. The deceased was shifted to General Hospital, Gohana by the complainant after arranging a vehicle and the concerned doctor after giving first-aid, referred deceased to PGIMS, Rohtak where he died in PGIMS, Rohtak on the same day i.e. on 17.04.2012 due to the injuries sustained in the said accident and the accident had taken place due to sole rash and negligent driving of the respondent No.1 and on the statement of complainant, an FIR No.65 dated 18.04.2012 under Section 279, 304-A of IPC was registered in police station, Sadar, Gohana. It is stated that the accident had taken place due to sole and negligent driving of the respondent No.1.

3. Upon notice of the claim petition, respondents No.1 and 2 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:-

> *"1. Whether the accident took place due to rash and negligent driving of tractor bearing registration No. HR-31G-4592 by its driver-respondent No. 1 on 17.04.2012 within the jurisdiction of police station, Sadar, Gohana, resulting into death of Karan Singh, as alleged ? OPP.*

> *2. If issue No. 1 is proved in the affirmative to what amount of compensation, the petitioners are entitled to and from whom? OPP.*
>
> *3. Whether the claim petition is not maintainable and petitioners have no cause of action and locus-standi to file the present claim petition? OPR-1 & 2.*
>
> *4. Whether the respondent No. 1. was not holding valid and effective driving lidence at the time of alleged accident if so its effect? OPR-3.*
>
> *5. Whether the respondent No. 1 was driving the vehicle i.e. tractor bearing registration No. HR-31G/4592 in violation of terms and conditions of insurance policy? OPR-3.*
>
> 6. 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. However, the respondent No.1-Insurance Company was held liable to pay compensation at first instance and recovery rights were given to respondent No.1-Insurance Company to recover the same from 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 submits that the driver was, at the relevant time, holding a valid and effective driving licence authorizing him to drive a scooter, motorcycle, and car, i.e., vehicles falling within the category of Light Motor Vehicles (LMV). He further contends that although the driver was operating the tractor (offending vehicle) on the date of the accident without a specific endorsement to that

effect, he obtained the requisite licence for the same on the very next day, thereby evidencing his competence and eligibility to drive such a vehicle.

8. He furthermore contends that the Insurance Company cannot be absolved from its liability to pay the compensation on the ground that the appellant was not having the licence of a tractor and he was having the LMV licence. In support of the aforesaid submissions, reliance has been placed upon the judgments of this Court in ***Ghanshyam vs. Oriental Insurance Co. Ltd., 2013 ACJ 2679,*** and ***The New India Assurance Co. Ltd. vs. Mahender Singh and others, 2010 (1) R.C.R. (Civil) 934***.

9. Learned counsel has placed reliance upon the judgment passed by this Court in ***FAO-3952-2006, titled as "United India Insurance Company Vs. Manjit Kaur and others", decided on 07.11.2024***, wherein it was held that when a driver holds a licence to drive a "Light Motor Vehicle", he is competent to drive a transport vehicle of that category without any specific endorsement, provided the gross vehicle weight does not exceed 7500 kilograms.

10. On the aforesaid premises, it is prayed that the liability to pay compensation to the claimants be fastened solely upon the respondent No.1–Insurance Company.

11. Per contra, learned counsel appearing for the respondent No.1–Insurance Company supports the award passed by the learned Tribunal. He further contends that definition of 'motor car' under Section 2 (26) of the M.V. Act, 1988, excludes tractor, therefore, the driving licence of car and jeep would not be valid for tractor. Further the licence of tractor was issued

after the date of accident. He, therefore, prays that the present appeal be dismissed.

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

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

> *"ISSUE NO.3:*
> *20. Onus to prove this issue was upon the respondent no.3. Learned counsel for respondent No, 3 proved Ex.RW1/A vide which driver respondent No. 1 was authorized to drive motorcycle, scooter, car only at the time of accident. However, endorsement with regard to tractor was added on 18.04.2012 i.e. after the accident. RW1 Baje Singh stated in his cross-examination driving licence was issued on 18.04:2012. The offending vehicle was driven in violation of terms and conditions of insurance policy at the time of accident. It is proved on record that respondent No: 1 did not hold a valid and effective driving licence for driving the tractor. Breach of conditions of the insurance is, therefore, apparent on the face of record. However, in view of law laid down in case titled as **National Insurance Company Limited v. Swaran Singh (2004-1) 136 PLR 510 (SC)** the first liability to pay the compensation amount would be on the insurer of the offending vehicle ie. respondent No. 3 the Oriental Insurance Company and later on respondent No. 3 can recover the amount of compensation from respondents No. 1 & 2 i.e. driver and owner of the offending vehicle. Accordingly, this issue! is decided against the respondents No: 1 &. 2 and in favour of the petitioners/claimants and respondent No. 3."*

14. A perusal of Ex. R-2 (Insurance Policy) and Ex. R1/A (driving licence) reveals that the offending vehicle was a tractor. As per the record, the gross vehicle weight of the offending vehicle (tractor) is recorded as 1650 kilograms, i.e. below 7500 kilograms. Thus, the vehicle clearly falls within the category of a Light Motor Vehicle.

15. In view of the aforesaid factual position, the finding recorded by the learned Tribunal that the driver, though holding an LMV licence, was not authorised to drive the offending vehicle and that there was violation of the terms and conditions of the insurance policy, is contrary to the settled legal position.

16. This Court in ***FAO-3952-2006, titled as "United India Insurance Company and others Vs. Manjit Kaur and others", decided on 07.11.2024***, while relying upon the Constitution Bench judgment of the Hon'ble Supreme Court in ***M/s Bajaj Allianz General Insurance Co. Ltd. v. Rambha Devi & Ors., 2024 INSC 840***, has 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.

17. Furthermore, Coordinate Bench of this Court in ***FAO-5114-2004, titled as The New India Assurance Company Ltd Vs. Mahender Singh and others, decided on 26.10.2009***, has already dealt with identical issue and categorically held that a "light motor vehicle" includes a transport vehicle or omnibus whose gross vehicle weight does not exceed 7,500 kilograms, as well as a motor car, tractor, or road roller within the same weight limit. Therefore, the term "light motor vehicle" encompasses motorcycles, cars, and tractors, and also includes light transport vehicles. In essence, while "light motor vehicle" may be treated as a class or category of vehicles, if the vehicle involved in the accident belonged to a different class for which the driver held a valid driving licence, the validity of such licence for that class cannot be questioned. The relevant extract of the same is reproduced as under:-

"10. On conjoint reading of the aforesaid two definitions, it could be noticed that the driver would include a steersman of the vehicle but the driving licence is to mean as obtained by him and issued by competent authority under Chapter II authorising the persons specified therein other than a learner to drive a motor vehicle of any specified class. Chapter II of the Act refers to licencing to drivers of motor vehicles. Under Section 3 of the said Act, it is mandatory that before a motor vehicle can be driven, the driver must have a driving licence. The driving licence has to be with respect to the particular type of vehicle that has to be driven. It is clear from the expression, occurring under Section 3 which states 'authorising him to drive the vehicle'. Section 3 in this regard reads as under :-

> *"Necessity for driving licence - (1) No person shall drive a motor vehicle in any public place unless he holds an effective driving licence issued to him authorising him to drive the vehicle, and no person shall so drive a transport vehicle (other than a motor cab or motor cycle hired for his own use or rented under any scheme made under sub-section (2) of Section 75) unless his driving licence specifically entitles him to do so.*
>
> *(2) The conditions subject to which sub-section (1) shall not apply to a person receiving instructions in driving a motor vehicle shall be such as may be prescribed by the Central Government.*

11. The conclusion as could be drawn from the reading of the aforesaid provisions is that the licence has to be with respect to drive a specified vehicle of any specified class or description.

12. Notwithstanding the aforesaid provisions entitling the authorities to provide a licence for a specified vehicle but it is often seen that the drivers are either authorised to drive different types of vehicles are also issue licences authorising the drivers to drive light motor vehicles, medium motor vehicles or heavy motor vehicles. The licences are divided into three categories i.e. one light motor vehicle, second heavy motor vehicle and third medium Motor vehicle. The light motor vehicle was defined as transport vehicle or omnibus, the gross vehicle weight of either of which or a motor car or tractor or road roller does not exceed 7,500 kilograms. Thus, the light motor vehicle included both motorcycle, car or a tractor. As such, it includes light transport vehicle also. In nutshell it can be concluded that if driving method and mechanism of the vehicle which he was driving is the same as that of which he was holding a valid driving licence then the validity of such licence for the former vehicle cannot be challenged. Similar question came up for consideration before the Full Bench of this High

Court in case ***National Insurance Company Limited v. Parveen Kumar, 2005(1) RCR (Civil) 485 : 2005 ACJ 1178 (P&H)*** *wherein their lordships while dealing with the similar controversy had observed as under :-*

> *"We may, however, hasten to add that the insurance company cannot be absolved of its liability to pay the compensation by simply pleading that the licence granted to the driver being for one class or description of vehicle but the vehicle involved in the accident was of different class or description, unless it is proved that the cause of the accident was the licence granted to the driver being for one class or description of vehicle but the vehicle involved in the accident was of different class or description. The observations made by the Supreme Court presuppose that if the driver was driving a vehicle, of which he might not be holding licence as such, but was holding a driving licence of a different description of vehicle and the driving method of both the vehicles, for which licence was obtained and the one which was being driven, was the same and when even the mechanism of the vehicle is also same, the defence projected by insurance company with regard to the driver not possessing requisite type of licence could be of no avail to it."*

13. In the aforesaid Full Bench judgment, this court has also followed the ratio of a judgment of Hon'ble Supreme Court rendered in ***National Insurance Co. Ltd. v. Swaran Singh and others, 2004(2) RCR (Civil) 114 : AIR 2004 Supreme Court 1531,*** *wherein the Supreme Court while considering various objections raised by the company in support of violations qua driving licences, observed as under :-*

> *"That the cases may also arise where holder of driving licence for 'light motor vehicle' is found to be driving a 'maxicab', 'motorcab' or 'omnibus' for which he has no licence. In each case on evidence led before the Claims Tribunal, a decision has to be taken whether the fact of the driver possessing licence for one type of vehicle but found driving another type of vehicle, was the main or contributory cause of accident. If on facts, it is found that the accident was caused solely because of some other unforeseen or intervening causes like mechanical failures and similar other causes having no nexus with driver not possessing requisite type of licence, the insurer will not be allowed to avoid its liability merely for technical breach of conditions concerning driving licence."*

> *14. In the instant case also Anil Kumar, driver of the tractor bearing registration No. HR-13C-4265 was holding a valid driving licence of car, jeep and motorcycle and thus possibly he could drive the tractor. The accident did not take place for the reasons only that he was not possessing the requisite type of licence and there was no nexus of the driver not possessing requisite driving licence with the alleged accident. The Full Bench observed that even if the driver holding a licence for car, jeep and motorcycle could drive the matador as the accident did not take place for the reasons that the mechanism of the matador and the car and jeep was different and it had some nexus with the alleged accident. Similar view were taken by this Court in case* ***Satpal and another v. Ram Phal and others, 2006 ACJ 2742.*** *Therefore,* ***in view of the above discussions, I have no hesitation*** *to hold that respondent No. 1 had a valid and effective driving licence. Findings returned by the Tribunal on issue No. 3 stand affirmed."*

18. In the light of the above discussion and the settled position of law, the findings of the learned Tribunal granting recovery rights to the respondent No.1–Insurance Company to recover the compensation from the driver and owner of the offending vehicle cannot be sustained and are accordingly ***set aside***.

19. The respondent No.1–Insurance Company is held solely liable to satisfy the award and pay the compensation to the claimant(s) in accordance with law.

20. In view of the above, present appeal is allowed.

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

08.04.2026 **(SUDEEPTI SHARMA)**
Ayub/Saahil **JUDGE**

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