

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****235****Date of decision: 20.01.2026****FAO-13256-2018(O&M)****Gurlal Singh****...Appellant(s)****Vs.****The Oriental Insurance Company Limited & Others****...Respondent(s)***********FAO-1529-2019(O&M)****Oriental Insurance Company Limited****...Appellant(s)****Vs.****Akki Kaur & Others****...Respondent(s)***********CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Sanjeev Goyal, Advocate for
Mr. Rajbir Singh, Advocate
for the appellant/owner (in FAO-13256-2018).

Mr. Ashwani Talwar, Senior Advocate with
Mr. Nikhil Sehrawat, Advocate
Mr. Deepak Goyal, Advocate
for the appellant/Insurance Company (in FAO-1529-2019).

*********NIDHI GUPTA, J.****FAO-13256-2018**

Present appeal has been filed by the Insured/owner of the
tractor-trolley bearing registration No.PB-31J-5048/offending vehicle



against the Award dated 08.10.2018 passed by Motor Accident Claims Tribunal, Sangrur (hereinafter 'the learned Tribunal') whereby Claim Petition No.66 dated 20.03.2018 filed by the claimants/respondents No.2 to 6 herein, has been allowed; and claimants have been awarded compensation of Rs.13,40,200/-. The 5 Claimants are the 25-year-old widow; 4-year-old minor son; 2-year-old minor daughter; 54-year-old mother; and 63-year-old father of deceased Surjit Singh, who was 26 years old at the time of accident.

Brief facts of the case are that the Id. Tribunal on the basis of pleadings and oral & documentary evidence adduced by the parties concluded that the deceased Surjit Singh had died due to injuries suffered by him in a motor vehicle accident that took place on 2.11.2017 due to the rash and negligent driving of the offending vehicle being driven by respondent No.7, owned by the appellant, and insured by respondent No.1. Vide the impugned Award, appellant and insurer have been held jointly and severally liable to pay the compensation amount; however, recovery rights have been granted to the Insurance Company/respondent no.1 herein, against the appellant on the ground that "*.....only tractor was insured, and there is no reference of depositing premium for the insurance of trolley. Therefore, Dalbir Das was driving tractor, along with trolley in violation of the terms and conditions of insurance policy. As the vehicle was insured, therefore insurance company is liable to pay the amount of*



compensation to the claimants and at the same time granting recovery rights under the provisions of Section 174 of Motor Vehicle Act against the insured.” The above said compensation has been awarded along with interest @ 7% per annum.

CM-4707-CII-2019 IN FAO-1529-2019

This is an application under Section 5 of Limitation Act for condonation of delay of 12 days in filing the appeal.

After going through the contents of the application, which is supported by affidavit of the appellant, the same is allowed subject to all just exceptions and delay of 12 days in filing the present appeal is condoned.

FAO-1529-2019

Present cross-appeal has been filed by the Insurance Company against the Award dated 08.10.2018 passed by the Tribunal in Claim Petition No.66 dated 20.03.2018, whereby compensation of Rs.13,40,200/- has been awarded to the claimants.

Both the above cross-appeals are being disposed of by this common order as both emanate from Award dated 08.10.2018; both are in respect of the accident dated 02.11.2017, involving the same offending vehicle/tractor trolley bearing registration No.PB-31J-5048; and parties and issues involved in both the cases are identical. For the sake of brevity, the facts are being drawn from, and parties are being referred to as per their



litigative status in FAO-13256-2018 filed by the owner of the offending vehicle.

2. Learned counsel for the appellant/owner of the offending vehicle inter alia submits that the learned Tribunal has affixed liability upon the appellant and has granted recovery rights to the respondent No.1/insurer against the appellant on account of the fact that only the tractor was insured and that the trolley, which was attached with the tractor, was not insured. Learned counsel contends that first and foremost, the learned Tribunal was in error in holding that the alleged accident in question had taken place due to the rash and negligent driving by respondent No.7 of the offending vehicle. It is submitted that the claimants have miserably failed to prove on record that the alleged offending vehicle was being driven in a rash and negligent manner by respondent No.7. It is contended that there is no evidence on record to show that the respondent No.7 was driving the alleged offending vehicle in violation of the terms and conditions of the Insurance Policy.

3. Learned counsel for the appellant/Insured further submits that admittedly there is no evidence on record that the respondent No.7 was not holding valid and effective Driving Licence and other relevant documents at the time of accident. It is further submitted that reasoning of the learned Tribunal that the appellant was liable to pay the compensation on account of the fact that only the tractor was insured and that there was



no reference of depositing premium for the insurance of the trolley, is patently erroneous as at best, it can be said that the accident in question had been caused by the tractor which is alleged to have hit into the motorcycle of the deceased Surjit Singh. It is submitted that even as per the own case of the claimants, it was nowhere stated that it was the trolley which had caused the accident. Even the Insurance Company has nowhere taken any plea that the trolley was not insured. It is contended that in this situation, the Tribunal could not have fixed the liability upon the appellant.

4. Per contra, learned counsel for the Insurance Company at the very outset submits that challenge in the Company appeal i.e. FAO-1529-2019 is not to the quantum of compensation awarded to the claimants; and is only to the involvement of the offending vehicle. It is submitted that the insured vehicle has been wrongly involved in the accident in question at a belated stage only to get the compensation from the Insurance Company. It is contended that there is collusion between the claimants and the Insured and in actual fact, the accident in question was a hit and run case. However, the Tribunal has failed to appreciate and/or correctly read the evidence on record and has ignored the vital evidence in this regard. It is accordingly prayed that it may be held that: -

“i) Hold that the insured vehicle bearing No.PB-31J- 5048 was not involved in the accident and after reversing the findings on Issue No.1, outrightly absolve the appellant Insurance Company of the liability fastened upon it.



5. Ld. counsel for the Insurance Company also submits that in any event, the liability has been correctly fixed upon the appellant as the CW2 in his cross-examination has clearly stated that the accident was caused because the 'tractor-trolley' had hit motorcycle of deceased.

6. No other argument is made on behalf of the parties. I have heard learned counsel and perused the case file in detail.

7. The pleaded case of the claimants before the learned Tribunal as recorded in Para 2 of the impugned Award is that: -

"2. Claimants submitted that at the time of accident, Surjit Singh was 26 years of age. He was hale and hearty. He was skilled mason and was earning ₹15,000/- per month. On the fateful day of 02.11.2017 Surjit Singh deceased was going to village Satoj on his motorcycle. He was driving the motorcycle at normal speed on his correct side with due care and caution. He was being followed by his brother Satnam Singh on his separate motorcycle bearing registration No.PB-13AM-2767. At about 8:30 P.M. when they reached in the revenue estate of Longowal, in the meantime, one tractor-trolley bearing registration No.PB-31J-5048 driven by respondent No.1 in a rash, negligent and zig zag manner came from Shahpur side and hit in the motorcycle of deceased. As a result of which, Surjit Singh suffered multiple grievous injuries on his person. His motorcycle was also badly damaged. The respondent No.1 ran away from the spot along with his tractor-trolley. Surjit Singh was shifted to Civil Hospital, Sangrur. However, due to his critical condition, he was referred to Rajindra Hospital, Patiala,



where he succumbed to the injuries. Regarding this accident, FIR No.127 dated 03.11.2017 under Sections 304-A and 427 of Indian Penal Code was registered at Police Station, Longowal against respondent No.1 on the statement of Satnam Singh. The deceased was very energetic person. He was the only earning member in the family. All the claimants were dependent upon the earnings of deceased. Due to his untimely death, the claimants are under mental shock and agony. Now there is no other person to look after them. In case, the deceased did not die in the accident, he would have lived long life. The claimants have been deprived of the love, affection, care and dependency of the deceased for their entire life. The claimants have claimed compensation of ₹50,00,000/- along with interest against the respondents.”

8. Upon appraisal of pleadings and oral & documentary evidence adduced by the parties, learned Tribunal held that the accident in question had been caused due to the rash and negligent driving of the offending vehicle by respondent No.7. The involvement of the offending vehicle is proved from the evidence of CW2/Satnam Singh Alias Soni/witness who has deposited in his affidavit Ex. CW2/A that on 2.11.2017, Surjit Singh deceased was going on his motorcycle at normal speed on the correct side of the road, and Satnam Singh was following him behind on a separate motorcycle; and at about 8:30 PM, the offending vehicle driven by respondent no.7 came in a zigzag manner and hit against the motorcycle of the deceased. The evidence led by the other witnesses also confirmed the



death of deceased in a roadside accident on 2.11.2017. Admittedly, even FIR no. 127 dated 3.11.2017 Ex.C1 has been registered on the basis of statement of Satnam Singh eyewitness in respect of the accident in question. Challan Ex.C4 has also been presented against Dalbir Das. Insurer has failed to controvert this evidence and has failed to show as to why the offending vehicle will be falsely implicated. Relevant findings as contained in Para 10 of the impugned Award are as under:-

“10. I have considered the arguments advanced before me. I have also gone through the record carefully. The accident is proved on file by examining Satnam Singh alias Soni CW-2, who categorically stated that on 02.11.2017 Surjit Singh was going towards village Satoj on his motorcycle and he was following him on his separate motorcycle. At about 8:30 P.M. when they reached in the area of village Longowal, the offending tractor-trolley bearing registration No.PB-31J-5048 came from the opposite side driven rashly and negligently in a zig zag manner and hit the motorcycle driven by Surjit Singh. After causing the accident, the driver of the tractor-trolley managed to escape from there. Satnam Singh alias Soni categorically stated that due to darkness, he could not read the number of the vehicle nor he could see the driver of the tractor-trolley. Later on, the FIR was registered on his statement. The copy of FIR is Exhibit C1. During investigation, Jagdev Singh came forward and disclosed the name of driver of tractor-trolley and also disclosed its number. The copy of challan report presented against Dalbir Dass is Exhibit C4. On the other hand, neither respondent No.1 nor respondent No.2 has come forward to



rebut the aforesaid evidence. Satnam Singh alias Soni CW-2 has given true statement that he could not see the tractor trolley number or its driver and the name of the driver of offending tractor-trolley was clarified during investigation. There is nothing on record to show that the claimants were having enmity with respondents No.1 and 2 to falsely implicate them in this case nor there is anything on record to show that the claimants are having any kind of association with respondents No.1 and 2 to get themselves involved in the accident to help the claimants in getting compensation, under the provisions of Motor Vehicle Act. Therefore, I do not find any reason to disbelieve the testimony of witnesses and the documents on record. Therefore, considering the evidence on file, the accident caused by respondent No.1 due to his rash and negligent driving of tractor-trolley bearing registration No.PB-31J-5048 is duly proved on record."

9. It is thus, proved that the offending vehicle was involved in the accident in question.

10. As regards, fixation of liability, it has been contended on behalf of the Insurance Company while relying upon statement of CW2, that it was the tractor-trolley that had hit into the motorcycle being driven by the deceased. However, the said contention is based on a misreading of the statement made by Satnam Singh, who has actually stated that: -

"..... Tractor trolley was coming from opposite side. Head lights were on. Head light of my motorcycle was also on. Road is about 10-12 feet wide, it is a village approach road. I think



tractor trolley were empty, I did not see, because I was taking care of my brother. I do not remember as which side of tractor trolley hit the motorcycle. Because, time has passed. I do not know as what was its colour and also do not know as how many persons were there on tractor. I did not chase the tractor. He ran away after hitting the motorcycle. I witnessed the accident with tractor because I was there, but could not notice the number of tractor.”

11. From the above statement of Satnam Singh it can nowhere be inferred that it was the trolley that hit the motorcycle of the deceased. Rather, Satnam Singh has stated that it was the tractor that hit the deceased. Satnam Singh has also stated that the offending vehicle was coming from the opposite side. In this situation, it is the tractor which would be in front of the trolley and therefore, it was the tractor which had hit into the motorcycle. It is highly improbable, and it is no one's case that the trolley had swung around and hit into the motorcycle. As such, it is established on record that the accident was caused by the tractor.

12. Admittedly, the tractor is insured. Therefore, in terms of judgment of Hon'ble Supreme Court in **Royal Sundaram Alliance Insurance Company Limited v. Smt. Honnamma, (SC) : Law Finder Doc ID # 2726632**, the appellant cannot be held liable to pay the impugned compensation as, it has been held that: -



“Liability of insurer extends to accidents caused by insured tractor even if a trailer attached to the tractor was involved in the accident.

A. Motor Vehicles Act, 1988, Section 147 - Insurance liability - Accident caused by tractor pulling a trailer leading to death of a person - Liability of insurer extends to accidents caused by insured tractor even if a trailer attached to the tractor was involved - Insurer cannot avoid liability merely because trailer was not separately insured - Beneficial nature of MV Act considered - High Court justified in fixing liability on insurer.

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10. In the present case, the admitted fact is that the incident occurred while a tractor which was insured with the Appellant was attached to a trailer and on the trailer a person was present who due to an unfortunate accident, fell off the trailer which was being pulled by/driven by/attached to the tractor, resulting in the death of such person.

11. Therefore, the undisputed position is that the trailer was being pulled by/attached to the tractor and then the trailer on which the deceased was present, turned turtle/upturned, resulting in his death. From the above, it is clear that the tractor which was insured was the reason for the accident. It is not the case that only because of some fault on the part of the trailer stand-alone, the accident happened. To explain, we may give an example: that had the trailer been stationary at a place and due to some reason, it overturned or a mishap happened, then without the trailer being specifically insured the Appellant would not be liable to pay, but here the main cause of the accident was the tractor which was pulling/driving/moving the



trailer and in such sequence of events, the trailer upturned. Thus, the accident was caused by the tractor, as during the course of being driven/pulled by the tractor, the accident occurred.

12. Thus, the liability of the tractor/its insurer extended to the accident caused by the tractor resulting in the death of the deceased, through the trailer. This being the position in the present case, the principles emanating from the decisions where the Courts have held that the trailer has to be separately registered with the insurance company to make it liable, would not be applicable. To that extent, the facts in the present case are clearly distinguishable from the ones cited by learned counsel for the appellant. The legislation i.e., the MV Act, being beneficial and welfare-oriented in nature [Ningamma v. United India Insurance Co. Ltd., (2009) 13 SCC 710, K Ramya v. National Insurance Co. Ltd., 2022 SCC Online SC 1338, and; Shivaleela v. Divisional Manager, United India Insurance Co. Ltd., 2025 SCC Online SC 563] and ultimately the root cause of the accident being the tractor, which was insured, this crucial fact cannot be lost sight of. For further clarification, we might illustrate: if an insured vehicle hits another vehicle which in turn hits a third vehicle, then for the entire chain of accidents, the liability would pass on to the vehicle which was the root cause of the accident because it is the result of the action in the same chain of events which cannot be segregated or compartmentalized. Moreover, this Court is duty-bound to be mindful of the ground realities of our nation and cannot let practicality be overshadowed by technicality.”



13. Even otherwise, perusal of record of the case shows that in their written statement, the Insurance Company has nowhere taken the plea that the Insured was liable to pay the compensation as the trolley attached with the tractor was not insured. For this reason, as well, liability could not have been fastened upon the appellant.

14. Thus, in view of the factual and legal position noted above, the **FAO-13256-2018** filed by the Insured/owner of the offending tractor is **allowed**; and the impugned Award is set aside qua the appellant only to the extent that the liability has been affixed upon the Insured.

15. In view of the above discussion, it is directed that the respondent No.1/Insurance Company shall be liable to pay the compensation amount of Rs.13,40,200/- to the claimants. Consequentially, the appeal filed by the Insurance Company i.e. **FAO-1529-2019** fails and the same is accordingly **dismissed**.

16. Pending application(s) if any also stand(s) disposed of.

20.01.2026

Sunena

(Nidhi Gupta)

Judge

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No