2026:CGHC:38237

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NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 289 of 2022

1 - The Oriental Insurance Co. Ltd. Branch Laxman Avenue, Maharani Hospital Road, Jagdalpur, District Bastar Chhattisgarh Through Its Manager.

... Appellant

versus

1 - Domuram Patel S/o Late Kummo Patel Aged About 52 Years R/o Village Bedagaon, Gram Panchayat, Matnar, Police Station Karpavand, Tahsil Bakawand, District Bastar Chhattisgarh.

2 - Mahadev Patel S/o Domuram Patel Aged About 27 Years R/o Village Bedagaon, Gram Panchayat, Matnar, Police Station Karpavand, Tahsil Bakawand, District Bastar Chhattisgarh.

3 - Ramesh Kumar Dewangan S/o Laikhanram Dewangan Aged About 28 Years Caste Koshta, R/o Village Sonpur, Police Station Karpavand, District Bastar Chhattisgrah.

4 - Laikhan Ram Dewangan S/o Anturam Dewangan Aged About 55 Years R/o Village Sonpur, Police Station Karpavand, District Bastar Chhattisgrah.

5 - Budanti Mali S/o Domu Mali Aged About 29 Years R/o Village Gram Borigaon, District Navrangpur (Odisha).

6 - Kumari D/o Domu Mali Aged About 25 Years R/o Villlage Kaliyagaon, District Koraput (Odisha).

... Respondents

For Appellant	**:** Mr. Harishankar Patel, Advocate.
For Respondents No. 3 & 4	**:** Mr. Vikas A. Shrivastava, Advocate.

Hon'ble Shri Justice Sanjay Kumar Jaiswal

Order on Board

25/08/2026

1. This appeal has been preferred by the Insurance Company under Section 173 of the Motor Vehicles Act, 1988, challenging the award dated 30.09.2021 passed by learned Additional Motor Accident Claims Tribunal, Bastar at Jagdalpur (C.G.) in Claim Case No.129/2019 awarding a total compensation of Rs.9,55,376/- with interest @ 9% per annum from the date of application till its realization in favour of claimants for the death of Smt. Shribati on account of an accident that occurred on 09.05.2019.

2. Learned counsel for the Insurance Company submits that on the date of the accident, driver/respondent No. 3-Ramesh Kumar Dewangan of the offending vehicle bearing registration No. OR-24-B-6990 did not possess a valid and effective driving license to drive the offending vehicle i.e. pickup vehicle whereas the driver possess only LMV license. Since there has been a breach of insurance policy conditions due to the driver of the offending vehicle not having a valid and effective driving license at the time of the accident, the insurance company cannot be held liable for payment of compensation. Hence, the learned counsel for the insurance company prays for allowing the appeal by exonerating the insurance company from its liability.

3. On the other hand, learned counsel for respondents No. 3 & 4 supported the impugned award.

4. Heard learned counsel for the appellant and perusal the record.

5. The main contention of the Insurance Company is that at the time of the accident, the driver had not possessed a valid and effective driving license to drive a transport (goods carrier) vehicle/pickup, bearing registration No. OR-24-B-6990, therefore, there was a clear breach of the insurance policy condition.

6. The issue with respect to persons having a particular class of license authorizing to drive a particular type of vehicle, but on the date of accident found driving the vehicle other than the type of vehicle mentioned in the licence, but of the same category, has been considered by the Hon'ble Supreme Court in the matter of **Mukund Dewangan v. Oriental Insurance Company Limited** reported in **(2017) 14 SCC 663** and held as under:-

> "59. Section 10 of the Act requires a driver to hold a licence with respect to the class of vehicles and not with respect to the type of vehicles. In one class of vehicles, there may be different kinds of vehicles. If they fall in the same class of vehicles, no separate endorsement is required to drive such vehicles. As light motor vehicle includes transport vehicle also, a holder of light motor vehicle licence can drive all the vehicles of the class including transport vehicles. It was pre-amended position as well the post-amended position of Form 4 as amended on 28-03-2001. Any other interpretation would be repugnant to the definition of "light motor vehicle" in Section 2(21) and the provisions of Section 10(2)(d), Rule 8 of the Rules of 1989, other provisions and also the forms which are in tune with the provisions. Even otherwise the forms never intended to exclude transport vehicles from the category of 'light motor vehicles' and for light motor vehicle, the validity period of such licence hold good and apply for the transport vehicle of such class also and the expression in Section 10(2)(e) of the Act 'Transport Vehicle' would include medium goods vehicle, medium passenger motor vehicle, heavy goods vehicle, heavy passenger motor vehicle which earlier found place in Section 10(2)(e) to (h) and our conclusion is fortified by the syllabus and rules which we have discussed.
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> 60. Thus we answer the questions which are referred to us thus:
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> 60.1. "Light motor vehicle" as defined in Section 2(21) of the Act would include a transport vehicle as per the weight prescribed in Section 2(21) read with Sections 2(15) and 2(48). Such transport vehicles are not excluded from the definition of the light motor vehicle by virtue of Amendment Act No.54 of 1994.

> 60.2. A transport vehicle and omnibus, the gross vehicle weight of either of which does not exceed 7500 kg. would be a light motor vehicle and also motor car or tractor or a road roller, 'unladen weight' of which does not exceed 7500 kg. and holder of a driving licence to drive class of "light motor vehicle" as provided in Section 10(2)(d) is competent to drive a transport vehicle or omnibus, the gross vehicle weight of which does not exceed 7500 kg. or a motor car or tractor or road-roller, the "unladen weight" of which does not exceed 7500 kg. That is to say, no separate endorsement on the licence is required to drive a transport vehicle of light motor vehicle class as enumerated above. A licence issued under Section 10(2)(d) continues to be valid after Amendment Act 54/1994 and 28-03-2001 in the form.
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> 60.3. The effect of the amendment made by virtue of Act No.54 of 1994 w.e.f. 14-11-1994 while substituting clauses (e) to (h) of Section 10(2) which contained "medium goods vehicle" in Section 10(2)(e), "medium passenger motor vehicle" in Section 10(2)(f), "heavy goods vehicle" in Section 10(2)(g) and "heavy passenger motor vehicle" in Section 10(2)(h), with expression "transport vehicle" as substituted in Section 10(2)(e) related only to the aforesaid substituted classes only. It does not exclude transport vehicle, from the purview of Section 10(2)(d) and Section 2(41) of the Act i.e. light motor vehicle.

7. Coming to the facts of the present case, perusal of particulars of license Ex.D-2 of driver/Ramesh Kumar Dewangan would reflect that the driver of the offending vehicle had a driving licence to drive Light Motor Vehicles (LMV) which was valid from 09.09.2011 to 07.09.2031. The accident took place on 09.05.2019. As such, the driver had a valid LMV licence at the time of accident. As per the provisions of Section 2(21) of M.V. Act, all vehicles whose weight is less than 7500 Kgs. are to be treated as 'Light Motor Vehicle'. Perusal of vehicle particulars Ex.D-3 (particulars of registration) would show that the unladen weight of the offending vehicle was 1710 Kgs and the laden weight was 2880 Kgs i.e. less than 7500 Kgs. Therefore, the offending vehicle would fall under LMV category and the driver at the time of accident did have a licence to drive Light Motor Vehicle (LMV).

Even otherwise, in the light of the judgment of the Hon'ble Supreme Court in the case of **Mukund Dewangan (supra)**, the said contention of the Insurance Company would not be sustainable.

8. Hence, this Court does not find any error or illegality in the finding of the Tribunal that on the date of the accident, the driver of the offending vehicle had a valid driving licence to drive the vehicle in question and there was no breach of insurance policy conditions, therefore, the insurance company is liable for payment of compensation.

9. Thus, the appeal of the Insurance Company being devoid of merit deserves to be and is accordingly **dismissed**.

Sd/-

(Sanjay Kumar Jaiswal)
Judge

H.L. Sahu