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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\# **CNR No. DLHC010158972016**

\+ MAC.APP. 47/2016 & CM APPL. 1883/2016 CM APPL. 41416/2016

SHRI RAM GENERAL INS CO LTD .....Appellant

Through: Mr. Sameer Nandwani, Adv.

versus

JAGDISH & ORS (ICICI LOMBARD GENERAL INSUANCE CO LTD) .....Respondent

Through: Mr. R.P. Kaushik and Mr. Himanshu Kaushik, Advs. for R-1.
Mr. Mukesh Kr. Sharma, Adv. for R-5.

CORAM:
HON'BLE MR. JUSTICE ANISH DAYAL

ORDER

% **05.08.2026**

1. This appeal has been filed by appellant/Insurance Company assailing the award dated 31st October 2015 passed by the Motor Accident Claims Tribunal, Tis Hazari Courts ('***MACT/Tribunal***') in Case No. 350/2010.

2. The accident in question occurred on 10th June 2010, when the claimant was going to his house on bicycle, and he was first hit by *Indica car* bearing registration no. HR-10-N-0940 and then by a speeding *Eicher tempo* bearing registration no. DL-1M-2505. The tempo was driven by *Lakshman Tiwari*, respondent no. 4, and owned by *Ish Kumar*, respondent no.5.

3. *Mr. Sameer Nandwani*, counsel for the Insurance Company, raises the sole contention that the MACT did not grant recovery rights and rejected the

same solely on the ground that the Insurance Company was unable to prove the validity of the driving licence of *Lakshman Tiwari*, the driver of the *Eicher tempo.*

4. *Mr. Nandwani*, counsel for the Insurance Company, has drawn attention of the Court to the registration certificate of the said tempo, which records that it is a *medium goods vehicle* with a laden weight of 11,950 kg and is fuelled by diesel.

5. In juxtaposition to the same, the licence of *Lakshman Tiwari* has been perused, which only authorises him to drive Light Motor Vehicle ('***LMV***'), whereas the category of medium goods vehicle is scratched out.

6. *Mr. Nandwani*, counsel for the Insurance Company, therefore, states that they had, in the list of witnesses, listed the witness from *ARTO Licensing Authority, Bahraich, Uttar Pradesh* and have, in fact, paid cost to summon them, but the witness, despite being summoned, did not come.

7. Further, he submits that a notice under Order XII Rule 8 of the Code of Civil Procedure, 1908 ('***CPC***'), was issued on behalf of the Insurance Company, to which no response was received.

8. The MACT has rejected the *right of recovery* merely on the basis that the RTO official had not testified regarding the validity of the licence.

9. The approach adopted by the MACT is erroneous, as the issue pertains not to the validity of the driving licence, but the juxtaposition of the LMV licence and the registration certificate of a Medium Goods Vehicle ('***MGV***').

10. *Mr. Nandwani*, counsel for the Insurance Company, submits that even if it is assumed that both the driving licence and the registration certificate were valid, the Insurance Company's defence would still survive, since the driver was not authorised to drive an MGV as he was holding LMV licence.

11. *Mr. M.K. Sharma*, counsel, appears on behalf of the owner *Ish Kumar* and merely relies upon the finding of the MACT, as noted above.

12. However, the said contention would not sustain, in view of the reasoning given above.

13. Moreover, no evidence was led by the owner of the *Eicher tempo* before the MACT and, therefore, he cannot now claim to have an adverse stand in this regard.

14. Accordingly, the appeal is allowed.

15. Insurance Company is granted recovery rights to the extent of the compensation already paid by them. This is in view of the fact that the MACT had fastened joint and several liability upon the insurer of the *Eicher tempo* as well as the insurer of the *Indica car*.

16. As regards the quantum of compensation, *Mr. Nandwani,* counsel for the Insurance Company, contends that since the claimant was a salaried person with the government, compensation ought not to be given.

17. The Court has held numerous times, and it is well settled law, that even a government salaried person would be entitled to compensation for losses relating to the motor accident.

18. Accordingly, that contention is untenable and not sustained.

19. Accordingly, the appeal is disposed of.

20. Statutory deposit be refunded to appellant/Insurance Company.

21. Pending applications, if any, are rendered infructuous.

22. Order be uploaded on the website of this Court.

ANISH DAYAL, J

AUGUST 5, 2026/MK/bp