IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/FIRST APPEAL NO. 1243 of 2022

FOR APPROVAL AND SIGNATURE:

HONOURABLE MR. JUSTICE HASMUKH D. SUTHAR Sd/-

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Approved for Reporting	Yes	No
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THE NEW INDIA ASSURANCE CO LTD
Versus
MANIBEN WD/O MOHANBHAI PARSOTBHAI PATEL & ORS.

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Appearance:
MS E.SHAILAJA(2671) for the Appellant(s) No. 1
NISHIT A BHALODI(9597) for the Defendant(s) No. 1,2,3
RULE SERVED for the Defendant(s) No. 4,5

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CORAM:**HONOURABLE MR. JUSTICE HASMUKH D. SUTHAR**

Date : 10/12/2025
ORAL JUDGMENT

1. This appeal has been preferred by the appellant–Insurance Company against the judgment and award dated 01.10.2021 passed by the Motor Accident Claims Tribunal (Aux.), Navsari in Motor Accident Claim Petition No.152 of 2013.

2. Heard Ms. E. Shailaja, learned advocate for the appellant and Mr. Nishit Bhalodi, learned advocates appearing for respondent Nos.1 to 3. the respective parties. Though served, none appears for respondent Nos.4 and 5.

3. The brief facts of the case is that on 09.02.2010, in the evening, deceased Mohanbhai, after completing his labour work, was returning home on his bicycle. While he was riding on the left side of the road near the Vadi of Ahmedbhai at Rethvaniya Village, a Tractor No. GBS-951 with Trailor No. GJ-15-V-9440, driven by Opponent No.1 in a rash and negligent manner, came from the wrong side while overtaking and dashed into him. Mohanbhai sustained fatal injuries and died on the spot. An FIR was registered at Chikhli Police Station vide I-C.R. No. 20/2010. At the time of the accident, the deceased was 39 years old, working in a stone quarry, and earning Rs. 6,000/- per month. The applicants have therefore claimed compensation of Rs.10,00,000/- with costs and interest at 12% per annum from the date of filing of the claim petition, jointly and severally from the opponents.

4. Learned advocate for the appellant submitted that the learned Tribunal committed an error in appreciating the evidence, particularly that the driver of the offending truck involved in the accident did not possess a valid and effective driving licence to drive the trailer. Hence, the Insurance Company is not liable to pay any compensation, though the Tribunal saddled it with the liability. It was specifically pleaded in the written statement, and the documents produced on record clearly show that the driving licence of the driver of the offending vehicle had expired on 13th August, 1987, as evidenced by Exhibit 75.

4.1 Further, it is submitted that respondent No.5–owner allowed respondent No.4–driver to drive the vehicle despite being aware that the driver did not possess a valid and effective licence. The breach of law and policy conditions is thus clearly established on record. Even the charge-sheet produced on record reflects an offence registered under Section 181 of the M.V. Act, showing contravention of Sections 3 and 4 of the Act. The opponent driver also admitted that he did not have a valid driving licence on the date of the accident. Therefore, it is requested to exonerate the Insurance Company and allow the present appeal.

5. On the contrary, learned advocate appearing for the respondent-claimants has strongly opposed the appeal and submitted that the learned Tribunal has rightly awarded just and proper compensation in view of the evidence available on record. It is further submitted that the claimants are third parties and have nothing to do with the issue of the driving licence. If there is any breach of policy conditions, it is a dispute between the insurer and the insured. The claimants, being third parties, are entitled to receive compensation. It was contended that the judgment and award passed by the Tribunal are based on proper appreciation of evidence, and hence, no interference is called for. Accordingly, it was prayed that the appeal be dismissed.

6. Having heard the learned advocates for the respective parties and having perused the documents on record, it appears

that the present appeal is filed only on the issue of liability. The main contention of the appellant is that the accident occurred on 09.02.2010, whereas the driving licence of the driver of the offending vehicle had expired on 13.08.1987, and therefore the Insurance Company is not liable to pay compensation. The policy of the trailer produced at Exhibit 77 shows that the coverage was from 01.04.2009 to 31.03.2010, which includes the date of the accident. Thus, the factum of the accident is not in dispute; negligence and quantum of compensation are also not in dispute.

7. As the learned advocate for the appellant has assailed the award on the ground that the learned Tribunal failed to properly consider the written statement and the defence raised by the Insurance Company, on perusal of the judgment, it appears that only in paragraph 18 the Tribunal relied upon the judgment of the Hon'ble Supreme Court in ***Mukund Dewangan v. Oriental Insurance Co. Ltd.*****, Civil Appeal No. 5826 of 2011**, but did not properly appreciate the defence raised. Hence, this Court has examined the record and proceedings of the Tribunal along with the evidence tendered before it.

8. At the outset, it appears that although the Insurance Company specifically pleaded in its written statement that the driver did not possess a valid and effective driving licence, no witness was examined on behalf of the Insurance Company, nor did the driver step into the witness box. The Insurance Company relied upon the document at Exhibit 75, which appears to be an

information letter addressed to one Vijay P. Dattrak. However, the relevance of Vijay P. Dattrak to the present proceedings is not clarified. Even assuming the document pertains to the opponent-driver, it mentions the name of Bhanabhai Ranchhodbhai with an address in Mumbai, and the licence appears to have been issued by the Maharashtra RTO (Mumbai Central). The licence was issued for a heavy motor vehicle on 14.08.1981 and was valid up to 13.08.1987. Thus, the licence expired in August 1987.

9. Even assuming the said document is relevant, no further material is produced to show whether the licence was renewed between 1987 and the date of the accident in 2010. It is well settled that mere production of a document is not proof of its contents, and the contents must be proved in accordance with law. In the absence of proof, the document cannot be treated as conclusive evidence. In this regard, reference may be made to the judgment passed by the Hon'lne Apex Court n the cases of ***Alamelu & Anr. v. State*, 2011 AIR (SC) 715; *Narbada Devi Gupta v. Birendra Kumar Jaiswal*, (2003) 8 SCC 745; and *Hardip Singh v. State of Punjab*, (2014) 3 SCC 92**.

10. Thus, even if Exhibit 75 is taken into consideration, the Insurance Company has failed to establish that the driver did not possess a valid and effective licence on the date of the accident. Pleadings are itself not proof, and without supporting evidence, the stand or defence taken by Insurance Company cannot be accepted. The claimants are third parties and have no

concern with any breach of policy conditions. In view of Sections 147, 149, and 150 of the Motor Vehicles Act, the Insurance Company is duty-bound to satisfy the award in favour of third parties.

11. Further, so far as the liabilities of owner is concerned, the law requires the owner only to verify the driving skill of the driver and not to investigate the genuineness of the licence. In the present case, the record indicates that the driver possessed a licence to drive heavy motor vehicles, which was sufficient for the owner to believe that he was competent to drive the vehicle. Hence, even on this ground, the appellant fails in this regard, reference may be made to ***Rishipal Singh v. New India Assurance Co. Ltd.*, 2022 ACJ 1868 and *IFFCO Tokio General Insurance Co. Ltd. v. Geeta Devi & Ors.*, (2023 INSC 954)**.

12. In view of the above conspectus, as the Insurance Company failed to prove the said defence, this Court is of the considered view that the learned Tribunal did not commit any error in saddling the liability on the Insurance Company. Therefore, no interference is required, and the appeal is **dismissed**. No order as to costs. The Registry is directed to return the Record & Proceedings, if any, to the learned Tribunal forthwith.

Sd/-

(HASMUKH D. SUTHAR,J)

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