



IN THE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA

FAO No. 118 of 2014

Reserved on: 19.11.2025

Date of decision: 25.11.2025

Anup Ram (since deceased) through his LRs.

.....Appellants.

Versus

Kamla Devi & others.

.....Respondents.

Coram

The Hon'ble Mr. Justice Sushil Kukreja, Judge.

¹ *Whether approved for reporting? Yes.*

For the appellants:

Ms. Rachna Kuthiala, Mr. Dhruv Kuthiala and Ms. Tamanna Sharma, Advocates.

For respondents No. 1 to 3:

Ms. Manjeet Kaur, Advocate, vice Mr. Naveen K. Bhardwaj, Advocate.

For respondent No. 5:

Mr. Jagdish Thakur, Advocate.

Sushil Kukreja, Judge.

The instant appeal has been maintained by appellants, who were respondents No. 1 and 2 before the Motor Accidents Claims Tribunal, Kullu, District Kullu, H.P. (hereinafter referred to as “the learned Tribunal”) under Section 173 of the Motor Vehicles Act, 1988 (for short ‘The

¹ *Whether reporters of Local Papers may be allowed to see the judgment?*



Act') against impugned award, dated 04.03.2014, passed by the learned Tribunal, whereby Claim Petition No. 30/2011 (41 of 12) (467/2013), filed by the petitioners-claimants, who are respondents No. 1 to 4 herein (hereinafter referred to as "the claimants") under Section 166 of the Act, was allowed and the petitioners/claimants were held entitled for compensation in the sum of Rs. 8,90,000/- alongwith interest at the rate of 7.5% per annum from the date of filing of the petition till final realization of the amount and respondents No. 1 and 2, owner and driver of the offending vehicle, respectively (appellants-Anup Ram and Kuldeep Chand) were held liable to pay the amount of compensation.

2. The brief facts of the case are that the petitioner-claimants, i.e., Smt. Kamla Devi widow of late Shri Yashpal (deceased), minors Krish and Diya (being minor son and daughter of the deceased) and Smt. Budhi Devi mother of the deceased, maintained a petition under Section 166 of the Act seeking compensation. As per the petitioners, on 08.08.2011 the deceased was transporting tomatoes in jeep, bearing registration No. HP-34A-7885, and he was sitting



alongside its driver-Kuldeep Chand. However, on the way, a truck, bearing registration No HP-11-4160, came from the opposite side near Siund and in order to give pass to the said truck, the jeep of the deceased had to stop. In the interregnum, jeep, bearing registration No.HP-66-1282, came from Manikaran side, which was being driven rashly and negligently by Kuldeep Chand and owned by Anup Ram dashed against the jeep of the deceased and it also dashed against the aforesaid truck and thereafter it struck against another jeep, bearing registration No. HP-34B-2619. The accident occurred due to the rash and negligent driving of Kuldeep Chand. In the accident the deceased sustained serious injuries and he was shifted to Kullu Hospital, where he was declared dead. Jeep No. HP-66-1282 was insured with respondent-ICICI Insurance Company Lombard General Insurance Company Ltd. On the basis of these submissions, the petitioners/claimants filed the claim petition under Section 166 of MV Act seeking compensation.

3. Respondents No. 1 and 2, i.e., owner and driver of the offending vehicle contested the claim petition by filing



reply. The replying respondents raised preliminary objection of maintainability of the petition. As per the replying respondents, the jeep was insured with respondent No. 3, i.e. Insurance Company, thus respondent No. 3 was liable to pay the compensation, if any. On merits, it was denied that respondent No. 2 was driving jeep No. HP-66-1282 in a rash and negligent manner due to the accident occurred. It was denied that the deceased was travelling in the jeep and he expired due to the accident in question. Respondent No. 2- Kuldeep Chand averred that he was having valid and effective driving licence, therefore, he was not responsible for the compensation and if it was found that vehicle, bearing registration No. HP-66-1282, was liable for the accident, then Insurance Company be saddled to pay the compensation. The income of the deceased was also denied by the replying respondents and lastly dismissal of the petition was prayed.

4. Respondent No. 3-Insurance Company filed its reply wherein preliminary objection of breach of insurance policy was taken. It was averred that the driver was not having valid and effective driving licence at the time of the



accident and the vehicle was not having all the valid documents. Preliminary objection of non-joinder of necessary parties was also raised stating that the owners of the other vehicles, which were involved in the accident, and their insurance companies were also the necessary parties. The replying respondent, on merits, denied that the petitioners were entitled to claim compensation from it and it was denied that the accident took place due to the rash and negligent driving of respondent-Kuldeep Chand. It was also averred that due to the breach of the terms and conditions of the insurance policy, respondent No. 3 was not liable. Lastly, dismissal of the petition was prayed.

5. On 13.09.2012 the learned Tribunal below had framed the following issues for consideration and adjudication:

- "1. Whether deceased Yashpal had died in an accident on account of rash and negligent driving of respondent No. 2? OPP***
- 2. If issue No. 1 is proved in affirmative, to what amount of compensation the petitioners are entitled and from whom? OPP***
- 3. Whether the vehicle was driven in breach of the terms and conditions of the insurance policy? OPR-3***



4. ***Whether the driver was not having valid and effective driving licence? OPR-3***
5. ***Whether the petition is bad for non-joinder of necessary parties? OPR-3***
6. ***Relief.”***

6. After deciding issues No. 1 and 2 in favour of the petitioner-claimants and issues No. 3 to 5 in favour of respondent No. 3-Insurance Company, the claim petition was allowed and petitioners (claimants) were held entitled for compensation of Rs.8,90,000/- to be paid by respondents No. 1 and 2, being owner and driver of the offending vehicle, i.e., HP-66-1282, jointly and severally alongwith interest @ 7.5% per annum from the date of filing of the claim petition till its realization.

7. Feeling aggrieved and dissatisfied, the appellants preferred the instant appeal against the impugned award dated 04.03.2014.

8. The learned counsel for the appellants contended that the appellants are not liable to pay the amount of compensation as the driver of the offending vehicle was possessing a valid and effective licence at the



time of the accident. In support of her contentions, she placed reliance upon a recent judgement of the Hon'ble Supreme Court in the case of ***Bajaj Alliance General Insurance Company Limited Vs. Rambha Devi and Others, (2025) 3 SCC 95.***

9 Conversely, the learned counsel for respondent No. 1 to 3 and respondent No. 5 supported the impugned award and prayed for dismissal of the instant appeal.

10. Admittedly, at the time of accident appellant No. 2 Kuldeep Chand, was driving the vehicle bearing registration No. HP-66-1282, which was a light transport vehicle as per RC Ext. RW-1/C. The perusal of RC Ext. RW-1/C shows that laden weight of the vehicle was 2750 Kgs and its unladen weight was 1600 Kgs. The driving licence of appellant No. 2 Kuldeep Chand has been placed on record as RW-3/A, perusal of which, reveals that it was valid to drive light motor vehicles w.e.f. 23.04.2011 to 22.04.2031.

11. Now the question which arises for consideration as to whether driver of the vehicle in question was holding a valid driving licence at the time of accident in question.



12. In ***Bajaj Alliance General Insurance Company***

Limited Vs. ***Rambha Devi & Others***, (2025) 3 SCC 95, it

has been held as under:-

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52. A plain reading of the definition clause of LMV as is also clear from the diagram above which shows that LMV, *inter alia*, “means” a “transport vehicle”. The use of the word “means” is crucial here which suggests specifics. When the statute says that a word or a phrase shall “mean” (instead of definition. Such a definition is an explicit statement of the full connotation of a term. It is a clear signal that the legislature did not wish to maintain a distinction between the two classes of vehicles. Such an explicit and specific definition leaves no room for ambiguity.

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55. Considering the empathic nature of the definition given in Section 2(21) which would suggest a strict interpretation, it would be logical to conclude that a light motor vehicle would mean a transport vehicle, omnibus, roadroller, tractor, or motor car, provided the weight does not exceed 7500 Kg. The definition as understood, has an important bearing on the issuance of licences and permits.

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117. A harmonious interpretation of various sections would lead us to conclude that a person holding an LMV licence is equally competent to drive a transport vehicle, provided of course the vehicle’s gross weight does not exceed 7500 kg. The reference to “transport vehicle” in Section 3(1) and other sections of the Act and Rules should therefore be understood as applying to only those vehicles which fall beyond the scope of the *sensu stricto* definition, under Section 2(21). This interpretation would



ensure that no provision or word is rendered otiose and the licensing regime remains coherent with the legislative intent. Such an interpretation would also avoid illogical outcomes as discussed above.

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181.1 A driver holding a licence for light motor vehicle (LMV) class, under Section 10(2)(d) for vehicles with a gross vehicle weight under 7500 kg, is permitted to operate a “transport vehicle” without needing additional authorisation under Section 10(2)(e) of the MV Act Specifically for the “transport vehicle” class. For licensing purposes, LMVs and transport vehicles are not entirely separate classes. An overlap exists between the two. The special eligibility requirements will however continue to apply for , inter alia, e-carts, e-rickshaws, and vehicles carrying hazardous goods.

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13. Thus in view of the authoritative pronouncement of law in ***Bajaj Alliance General Insurance Company’s case*** (supra), it is clear that a driver holding a licence for light motor vehicle (LMV) class, under Section 10(2)(d) for vehicles with a gross vehicle weight under 7500 kg, is permitted to operate a “transport vehicle” without needing additional authorisation under Section 10(2)(e) of the MV Act In the instant case also. The driver Kuldeep Chand was holding a driving licence Ex. RW-3/A, which is valid to drive light motor vehicles w.e.f. 23.04.2011 to 22.04.2031. Since



the gross vehicle weight of the offending vehicle was 2750 Kgs, which is below 7500 Kgs, it can not be said that the driver of the offending vehicle was not holding a valid licence.

14. Therefore, in view of my aforesaid discussion, the appeal is allowed and the impugned award passed by the learned Tribunal below is modified to the extent that amount of compensation, as awarded by the learned Tribunal below, shall not be paid by owner and driver of the offending vehicle, but shall be paid by respondent No. 5/Insurance Company. The rest of the terms of award, shall remain the same.

15. No other point was urged before me.

16. The appeal stands disposed of in the above terms, so also the pending applications, if any.

(Sushil Kukreja)
Judge

25th November, 2025
(raman)