

IN THE HIGH COURT OF JHARKHAND AT RANCHI
M. A. No. 694 of 2018

New India Assurance Co. Ltd, Divisional Office At Kamani Centre,
P.O. & P.S. Bistupur, Jamshedpur. District- East Singhbhum

... Opp. Party No.1/Appellant

Versus

1. Shyamapada Shaw son of Late Ratan Chandra Shaw resident of Village Kokpara Narsingharh, P.S. & P.O. Dhalbhumgarh District- East Singhbhum (Clamant)
2. Irfan Khan, Son of Idrish Khan resident of H.No.318, Ward No. 8 Punhana, NUH Mewat, P.O + P.S Haryana PIN-120001 (Owner of Truck) (Opp. Party No. 2)

... Respondents

CORAM: HON'BLE THE CHIEF JUSTICE

For the Appellant: Mr Alok Lal, Advocate
Mr Santosh Kumar, Advocate
For Resp. No.1: Mr Jitendra Nath Upadhayay, Advocate

08/Dated: 07.08.2026

1. Heard Mr Alok Lal along with Mr Santosh Kumar for the appellant and Mr J.N. Upadhayay for the respondent-claimant.
2. This appeal challenges the judgment and award dated 23rd April 2018 made by the Motor Vehicles Accident Claims Tribunal at Jamshedpur (Tribunal).
3. Considerable time has been spent by the appellant-Insurance Company in this matter in effecting service upon all the respondents. Service is still not complete, but because service is complete upon the respondent-claimant, the matter is taken up for consideration.
4. Mr Alok Lal submitted that this was a case where the driver of the insured vehicle had no valid driving license. He submits that this

amounts to a fundamental breach of the terms of the insurance policy. He submits that no liability should have been foisted on the Insurance Company or in any event, a pay & recovery should have been made in this matter.

5. I have considered the only contention raised on behalf of the appellant-Insurance Company. Firstly, to consider the above submission, notice upon the owner and the driver will have to be established. Here, the record shows that no proper steps have been taken to serve the owner and the driver, and as a result, after all these years, they remained unserved.
6. In any event, it is well settled that the onus lies upon the Insurance Company to establish violation of fundamental terms of the insurance policy [See **National Insurance Co. Ltd. v. Swaran Singh**, (2004) 3 SCC 297, and **Narcinva V. Kamat v. Alfredo Antonio Doe Martins**, 1985 ACJ 397 (SC)]. In fact, in **Narcinva V. Kamat** (supra), the Hon'ble Supreme Court has held that the insured is not under an obligation to furnish any evidence to enable the Insurance Company to wriggle out of its liability. The Insurance Company should produce evidence to substantiate its case.
7. In this case, apart from the fact that the defence raised in the written statement is also quite unclear. The appellant-Insurance Company has produced no material whatsoever in support of its plea that the driver of the insured vehicle had no driving licence.

8. For the above reasons, the only ground which is raised in support of this appeal fails, and this appeal is hereby dismissed, without any order for costs.
9. Since the awarded amount is deposited in this Court, the respondent-claimant is permitted to withdraw the same after furnishing identity and bank details. The Registry, upon verification, must ensure that the amount, together with any interest that may have accrued thereon, is transferred to the respondent-claimant through the regular banking channel and not by any other mode.
10. The appeal and the pending IAs, if any therein, are disposed of in the above terms. No costs.
11. If the entire amount is indeed deposited in terms of the impugned award, then, upon ascertainment of the same, liberty is granted to the appellant-Insurance Company to apply for return of the statutory deposit amount.
12. If there is any shortfall in deposit, then this statutory deposit amount should be adjusted and the balance amount deposited in this Court within four weeks from today.

(M. S. Sonak, C.J.)

August 07, 2026

N.A.F.R.

Manoj/Sharda/Cp.2

Uploaded on 10.08.2026