S. No.216

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH
****

FAO No.1836 of 2002 (O&M)
Date of Decision:20.04.2026

Dr. Rahgbir .....Appellant
Vs.
Phool Singh and others .....Respondents

CORAM:- HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR

Present:- Ms. Parul Saini, Advocate for
Mr. Pritam Singh Saini, Advocate
for the appellant.

Mr. Vijay Kumar Garg, Advocate
for respondent No.3 – Insurance Company.
****

Yashvir Singh Rathor, J. (Oral)

1. These appeal has been instituted against the Award dated 1.9.2001 passed by MACT, Rohtak (**for short "Tribunal"**) for enhancement of compensation awarded in MACT Case No.66 dated 02.05.2000 in the petition under Section 166 of Motor Vehicles Act, 1988 (for short, `Act') vide which a sum of Rs.9,500/-has been awarded as compensation to claimant along with interest at the rate of 9% per annum due to injuries suffered by him in a motor vehicular accident on account of rash and negligent driving by respondent No.1 while driving offending Jeep No.DL-3CC/5665 (**for short 'offending vehicle'**), which was insured with respondent No.3.

2. From the pleadings of parties, following issues were framed by the learned Tribunal:-

"1. Whether present accident is the outcome of rash and negligent driving of respondent No.1 on 7.9.98 on Chulana Mor, around 8.00 p.m while driving vehicle bearing No.DL-3CC/5665, in which petitioner suffered injuries? OPP

2. If issue No1. is proved in affirmative, to what amount and from whom the petitioner is entitled to recover?OPP

3. Whether respondent No.1 was holding a valid driving licence on the date of accident? OPR

4. Relief."

3. Thereafter, the parties led evidence in support of their case.

4. After hearing the parties and going through the material on the file, a sum of Rs.9,500/- has been awarded as compensation to claimant – Dr. Raghbir along with interest at the rate of 9% per annum from the date of filing of claim petition till realization, payable by respondents No.1 and 2 jointly and severally and Insurance Company was given a right to recover the same from respondents No.1 and 2 as respondent No.1 was not holding a valid driving licence and there was violation of terms and conditions of insurance policy.

5. Feeling aggrieved, the appeal in hand has been preferred by claimant. The material on file has been perused and parties have been heard.

6. The entire facts regarding the manner of the accident are not required to be reproduced in detail, as the Tribunal has already held under issue No.1 that the accident in question had taken place due to the rash and negligent driving on the part of respondent No.1, who was driver of the offending vehicle and the vehicle was insured with respondent No.3. No appeal or cross-objections have

been filed by respondents No.1 and 2, challenging the said finding and accordingly, finding on issue No.1 is not required to be interfered with and the same is affirmed.

7. Under Issue No.3, the Insurance Company has been exonerated of its liability to indemnify the insured and has been given a right to recover the awarded amount from the insured on the ground that the driver possessed a licence to drive heavy goods vehicle whereas he was driving a Jeep in the present case and there was thus violation of the terms and conditions of the insurance policy.

8. It is pertinent to mention that the record of the present appeal and the Tribunal has got burnt in a fire incident in the High Court Registry and the present appeal thus has to be decided on the basis of the facts and evidence discussed by the Tribunal in the impugned award.

9. Learned counsel for the appellants argued that the Tribunal has not appreciated the facts of the case and evidence on file in the correct perspective while assessing the compensation which is grossly inadequate. The compensation has not been awarded for the pecuniary and non-pecuniary damages as per settled law and the compensation awarded vide impugned award is thus liable to be enhanced. Learned counsel next contended that Insurance Company has been wrongly exonerated of its liability to indemnify the insured only on the ground that the driver possessed a licence authorising him to drive a heavy goods vehicle but he was driving a Jeep which is a light motor vehicle. Learned counsel next contended that a heavy goods vehicle license usually covers vehicles with gross vehicle weight or unladen weight exceeding 12,000 kgs and to obtain a licence for

heavy goods vehicle or heavy passengers vehicle, a person needs to hold a licence authorising him to drive light motor vehicle for at least one year in view of Section 7 of the Act. Learned counsel contended that since the driver of the offending vehicle possessed a driving licence authorising him to drive a heavy goods vehicle, it cannot be inferred that he was not eligible to drive a light motor vehicle and the finding on Issue No.3 be thus set aside. In support of his contentions, learned counsel has relied upon a judgment of Bombay High Court in First Appeal No.100 of 2021 – **Mrs. Niranjani Chandramouli Vs. Amit Ganpathi Shet and another** decided vide judgment dated 29.2.2024.

10. On the other hand, learned counsel for respondents argued that the award in question is well reasoned and justified. The material on file has been appreciated in the correct perspective while assessing the compensation and no interference in the same is thus called for. Learned counsel for the Insurance Company further argued that the finding of the Tribunal exonerating the Insurance Company of its liability to indemnify the insured has not been challenged by the owner and as such, the claimant cannot allege that the Insurance Company has been wrongly exonerated as Insurance Company has been directed to pay amount to the claimant and to recover the same from the insured. Learned counsel next contended that person holding a licence to drive a heavy goods vehicle or heavy passenger vehicle cannot ply a light motor vehicle as both the vehicles have different driving mechanisms and the Tribunal has thus rightly exonerated the Insurance Company. In support of his contentions, learned counsel has relied upon 2000(1) CTC 521 – **National Insurance Co. Ltd., Vs. Sundar Raj and two**

others and FAO No.2331 of 1996 – **National Insurance Company Ltd. Vs. Surinder Kaur and others,** decided on 25.11.1997.

11. As per version of claimant, he had suffered fractures of both bones left leg and he remained admitted in the hospital for one month and 12 days. During this period, he was operated upon and bone grafting and D-plating was done and Tribunal after evaluating the evidence on record, awarded him a sum of Rs.9,500/- in lump-sum as compensation. The observations of the Tribunal are hereby reproduced as under:-

> *"20. Adverting to the quantum of compensation to be awarded to the petitioner, if any, the petitioner himself took to the witness stand as PW1 and testified before the court that soon after the accident he remained admitted in PGIMS, Rohtak, for treatment for a period of one week and on the second time he remained admitted from 30.1.99 to 12.2.99. During this period, he was operated upon, bone grafting and D-plating was done. He has produced his admission-cum-discharge card Ex.P1, pertaining to the period from 30.1.99 to 12.2.99. He further stated that he had spent a sum of Rs.80,000 – Rs.85,000/- on account of treatment, medicines, transportation and special diet etc. PW3 Dr. K.C. Mudgil, Other. Department, PGIMS, Rohtak also corroborated the testimony of the petitioner so far as his admission from 30.1.99 to 12.2.99 is concerned and has also endorsed the stand of the petitioner that the petitioner was operated upon on 10.2.99, bone grafting and J-plating was done and was discharged from the hospital on 12.2.99, after his condition was*

2026:PHHC:058948

improved. However, the petitioner has disclosed his monthly income as Rs.100/- on the date of his admission in PGI MS Rohtak. PW3 further admitted that the treatment in PGIMS, Rohtak was free of costs except for the medicines which were not available in the hospital. However, the petitioner has not placed on record any bill, receipt or vouchers for the purchase of medicines etc. worth rupees eighty to eighty-five thousand. In absence of any evidence, the petitioner has miserably failed to prove that he had spent this much amount on his treatment. It is pertinent to mention here that the petitioner has not suffered any kind of disability on account of the injuries he sustained in the aforesaid road side accident.

21. Taking into account that the petitioner had suffered fracture both bones left leg, the period of hospitalisation for a period of about one month and twelve days at the time of second admission from 30.1.99 to 12.2.99, (however the period of his stay in the hospital soon after the accident has not been proved from any document), the physical pain and agony suffered on account of the injuries sustained in the aforesaid accident, but the fact that he has not suffered any kind of disability either permanent or temporary in nature, the petitioner is allowed a consolidated compensation in the sum of Rs.9500/-, on all the counts."

12. The law is well settled that the compensation to be awarded for injuries suffered by victim in a motor vehicular accident should be just and equitable. Courts have consistently held that while money cannot erase the pain,

2026:PHHC:058948

suffering, or trauma but it is the only legal means to provide restitution and restore the victim to his previous position as far as possible for which 'just compensation' has to be assessed. It is also well settled that while it is impossible to fully compensate for the loss of limb, life, or quality of life, the compensation must be 'Just', meaning thereby, that it should be fair, reasonable, and equitable based on the evidence and not merely a 'Windfall' or a 'Pittance'. The core objective is to put the injured/victim in the same position he would have been if the accident had not taken place, to the extent money can do so. This approach ensures that the law provides a realistic recompense for the trauma endured, rather than just providing normal relief.

13. Hon'ble Supreme Court in 2013 (3) RCR (Civil) 934 - **G.Ravindranath @ R. Chowdary Vs. E. Srinivas and another**, has held that in a case of accident resulting in injuries to the victim, the compensation in personal injury cases should be determined under the following heads:-

Pecuniary damages (Special damages)

(i) Expenses relating to treatment, hospitalization, medicines, transportation, nourishing expenditure. food and miscellaneous

(ii) Loss of earnings (and other gains) which the injured would have made had he not been injured, comprising:

(a) Loss of earning during the period of treatment;

(b) Loss of future earnings on account of permanent disability

(iii) Future medical expenses.

Non-pecuniary damages (General damages)

(iv) Damages for pain, suffering and trauma as a consequence of the injuries.

(v) Loss of amenities (and/or loss of prospects of marriage).

(vi) Loss of expectation of life (shortening of normal longevity).

In routine personal injury cases, compensation will be awarded under heads (i), (ii) (a) and (iv) It is only in serious cases of injury, where there is specific medical evidence corroborating the evidence of the claimant that compensation will be granted under any of the heads (ii) (b), (iii), (v) and (vi) relating to loss of future earnings on account of permanent disability, future medical expenses, loss of amenities (and/or loss of prospects of marriage) and loss of expectation of life.

14. As already discussed in the preceding paragraph, the Tribunal has awarded lump-sum compensation to the claimant and the compensation has not been assessed as per settled provisions of law for pecuniary as well as non-pecuniary damages. From the material on file, it is established that claimant had suffered fractures of both bones left leg and he remained admitted in the hospital for one month and 12 days from 30.1.1999 to 12.2.1999. During his treatment in the hospital, he was operated upon and bone grafting and D-plating was done. It is a matter of common knowledge and that pain component in such injuries is enormous which take a considerably long time to heal. However, the Tribunal has not taken into consideration the severity of injuries and has not awarded compensation for pain and sufferings. The accident had taken place in the year 1999 and accordingly, claimant is held entitled to a sum of **Rs.30,000/-** on account of **Pain and Sufferings.**

15. No bills were produced to prove the expenses incurred on the treatment but it cannot be assumed that no amount was spent by the claimant. No doubt, he was treated at PGIMS, Rohtak, which is a government hospital but some amount must have been spent in purchasing some medicines etc., and accordingly, claimant is held entitled to a sum of **Rs.5,000/-** towards expenses incurred on **treatment.**

16. It must have taken at least five months for the injuries to heal and during this period, claimant would not have been able to do any work. As per version of claimant, he was 40 years of age and was running a Clinic and used to earn Rs.5,000/- per month. However, no cogent and convincing evidence has been led to establish the income to be Rs.5,000/- per month. The accident took place in the year 1999 and it can be assumed that he must be earning at least Rs.2,500/- per month which were the minimum wages prevalent during those days and he is accordingly held entitled to a sum of Rs.2,500/- per month towards loss of income during the period of treatment i.e. for five months. Accordingly, the claimant is held entitled to a sum of **Rs.12,500/- (Rs.2,500/- X 5)** towards **loss of income during treatment.**

17. Besides this, he must have spent some amount in engaging an attendant to look after him and must have spent some amount on transportation and on special diet and he is also held entitled to a sum of **Rs.15,000/-** for **engaging an attendant, for transportation and on special diet.**

18. Now the question to be determined as to who is liable to pay compensation and whether Insurance Company has rightly been exonerated of its

2026:PHHC:058948

liability to indemnify the insured or not. In **Mrs. Niranjani Chandramouli's case (supra)** cited by learned counsel for the appellant, the driver of the offending vehicle was holding a driving licence authorising him to drive heavy goods vehicle but he was driving a light motor vehicle/ car and Tribunal had held that there was breach of terms and conditions of the Insurance Policy as driver did not possess a licence authorising him to drive him a light motor vehicle and exonerated the Insurance Company of its liability. Setting aside the award passed by the Tribunal, the Bombay High Court held as under:-

> "7. In my view, as per definition of the HGV as per Sectopm 2(16) of M.V. Act "heavy goods vehicle" means any goods carriage the gross vehicle weight of which, or a tractor or a road-roller the unladen weight of either of which, exceeds 12,000 kilo grams. As per Section 2(21) "light motor vehicles" means a Transport vehicle or omnibus the gross vehicle weight of either of which or a motor car or tractor or road roller the unladen weight of any of which does not exceed 7500 kilo grams. So there is difference between HGV and LMV about carrying of weight. Section 7 of M.V. Act, states about Restriction on the granting of learner's license for certain vehicles it reads.
>
> (1) No person shall be granted a learner's licence to drive a transport vehicle unless he has held a driving licence to drive a light motor vehicle for at least one year….
>
> (2) No person under the age of eighteen years shall be granted a learner's license to drive a motor cycle without gear

except with the consent in writing of the person having the case of the person desiring the learners license.

This Section prescribes one year minimum driving experience in light motor vehicle before a person issuing driving license to drive a transport vehicle. Admittedly, in the present case the driver of offending vehicle was holding driving licence for heavy good vehicle. Though it is categorized in different category, as per Section 10 but after getting experience in driving LMV, the license in HGV is issued. So possessing the license of HGV and driving the LMV vehicle cannot be a ground to say that the driver was not eligible to drive the LMV vehicle. Hence, I set aside the observations of the Tribunal that there was breach of Terms and Conditions of the Insurance Policy. As at the time of the accident the offending vehicle was insured with the Respondent- Insurance Company. The Respondent- Insurance Company is liable to pay the compensation as fixed by the Tribunal."

19. In this manner, in **Mrs. Niranjani Chandramouli's case (supra),** it has been categorically held that Section 7 of the Act prescribes one year minimum driving experience in light motor vehicle before a person is issued a licence authorising him to drive a heavy goods vehicle. Though it is categorised in different category, as per Section 10, but after getting experience in driving LMV, the license of HGV is issued. It was further held that a person holding a license authorising him to drive heavy goods vehicle can drive a light motor vehicle. In the present case also, the driver was possessing the licence authorising him to

drive heavy goods vehicle but he was driving a Jeep which is light motor vehicle. **Mrs. Niranjani Chandramouli's case (supra)** is thus fully applicable to the facts of the case in hand and accordingly, it is held that the driver possessed a valid and effective driving licence and the Tribunal has wrongly exonerated the Insurance Company of its liability to indemnify the insured and finding on Issue No.2 is reversed. Case law cited by learned counsel for the respondents in **Sundar Raj's case (supra)** and **Surinder Kaur's case (supra)** is not applicable to the facts of the case in hand.

20. Resultantly, the compensation to be paid to claimant is assessed as under:-

Sr. No.	Head of Compensation	Amount Assessed by this Court (₹)
1.	Pain and Sufferings	Rs.30,000/-
2.	Expenses incurred on Medical Treatment	Rs..5,000/-
3.	Loss of Income during treatment	Rs.12,500/-
4.	For Engaging an Attendant & for Transportation and on Special Diet(Composite)	Rs.15,000/-
	Total	Rs.62,500/-
	Interest	9%

21. As a result of afore-said discussion, the appeal in hand is partly allowed and claimant- appellant is held entitled to enhanced compensation of Rs.53,000/- (Rs.62,500/- - Rs.9,500/-) over and above the compensation assessed by the Tribual along with interest @ 9% from the date of filing of claim petition i.e. 2.5.2000 till realisation payable by respondents No.1 to 3 jointly and severally.

22. Registry is directed to email the authenticated copy of the award to the respondent Insurance Company in terms of directions issued by the Hon'ble Supreme Court in Writ Petition (Civil) No.534 of 2020 titled **Bajaj Allianz General Insurance Company Versus Union of India and others,** decided on 16.03.2021 and Insurance Company shall comply with the directions as issued under Clause (F) of the said judgment.

23. Appeal in hand as well as pending applications, if any, stand disposed of accordingly.

(Yashvir Singh Rathor)
Judge

April 20, 2026
renu

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No