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

FAO-2067-2014 (O&M)

TATA AIG GENERAL INSURANCE CO. LTD.

..Appellant

Versus

SUKHWINDER KAUR AND ORS.

..Respondents

Reserved on: 24.03.2026
Pronounced on : 23.04.2026
Uploaded on: 28.04.2026

Whether only the operative part of the judgment is pronounced? *NO*
Whether full judgment is pronounced? *YES*

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. Sachin Ohri, Advocate
Mr. Sachin Gupta, Advocate
for the appellant-Insurance Company.

Mr. D.P.S. Bajwa, Advocate
for respondent Nos.1 to 4.

Ms. Shivani Mishra, Advocate
for Mr. R.N. Lohan, Advocate
for respondent No.5.

Mr. Parveen Moudgil, Advocate
for respondent No.6.

SUDEEPTI SHARMA, J.

1. The present appeal has been filed by the appellant/Insurance Company of the offending vehicle against the award dated 02.12.2013 passed in a claim petition filed under Section 166 of the Motor Vehicles Act, 1988 by the Motor Accident Claims Tribunal, Jind (for short, 'the Tribunal'), wherein the appellant was fastened with the liability to pay the compensation of Rs.7,74,000/- to the claimants along with interest @ 9 % per annum from the date of filing of claim petition till recovery.

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BRIEF FACTS OF THE CASE

2. Brief facts of the case are that on 8.12.2012 complainant Gurdeep claimant No.3 and his father Joginder Singh (since deceased) came to Jind from village Kalta for their personal work. Harjinder Singh son of Jodha Singh was also with them. At about 12.00 noon after completing their work they were traveling on motor cycle bearing registration No. HR-10L-1531 and Joginder Singh since deceased was traveling on another motorcycle bearing No. HR32-6291 who was ahead of them. When they reached in between village Jhanj and Khatkar, then from the front side one Tata ACE bearing registration No. HR-56-A-3199, which was being driven by respondent No.1 in rash and negligent manner, directly hit to the motorcycle driven by Joginder. Due to impact motorcycle fell down in the ditches and Joginder since deceased received severe injuries on various parts of his body including right feet, right hand, head and mouth. Head of the injured was badly crushed. The injured was shifted to General Hospital, Jind in a ambulance where the attending doctor declared him brought dead. The accident was caused by Tata ACE bearing No. HR-56-A-3199 which was driven by respondent No.1 in rash and negligent manner. A criminal case bearing FIR No. 211 dated 8.12.2012 under Sections 279, and 304-A I.P.C was registered in Police Station, Uchana, District Jind.

3. Upon notice of the claim petition, respondents therein appeared and contested the claim petition by filing separate written statement denying the factum of accident/compensation.

4. From the pleadings of the parties, the Tribunal framed the following issues:-

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> *"1. Whether the accident in question was caused by respondent No.1 while driving TATA ACE bearing registration o. HR-56-A-3199 in a rash and negligent manner causing death of Joginder Singh son of Arjun Singh, as alleged ? OPP*
>
> *2. If Issue No.1 is proved, whether claimants are entitled to any compensation and if so, to what extent and from whom? OPP.*
>
> *3. Whether the respondents No.1 and 2 had violated any term and condition of the insurance policy? OPR-3*
>
> *4. Relief."*

5. Thereafter, both the parties led their evidence in support of their respective pleadings.

6. After taking into consideration the pleadings and the evidence on record, the learned Tribunal awarded compensation to the claimants. However, the appellant/Insurance Company of the offending vehicle was fastened with liability to pay compensation to the respondent Nos.1 to 4/claimants. Hence, the present appeal.

SUBMISSIONS OF LEARNED COUNSEL FOR THE APPELLANT:

7. Learned counsel for the appellant/Insurance Company contends that learned Tribunal has gravely erred in fastening the liability to pay compensation to respondent Nos.1 to 4/claimants upon appellant/Insurance Company on erroneous premise that the respondent No.5/driver of the offending vehicle does not possess the valid and effective licence at the time of accident.

8. He further contends that it has specifically came in the cross-examination that the driver of the offending vehicle never went to Nagaland to get driving licence. Therefore, he prays that the present appeal be allowed

and respondent No.5 and 6/driver and owner of the offending vehicle be held solely liable to pay compensation to claimants-respondent Nos.1 to 4.

9. Per contra, learned counsels for respondent No.5 and 6/driver and owner of the offending vehicle contends that the learned Tribunal has rightly decided the issue of liability, therefore, they prays for dismissal of the present appeal.

10. Learned counsel for respondent Nos.1 to 4/claimants contends that issue of liability has rightly been decided. He furthermore contends that compensation awarded by learned Tribunal is on lower side and they filed separate appeal i.e. FAO-5243-2018, titled as Sukhwinder Kaur and others Vs. Vipin Kumar and others seeking enhancement of compensation. He, therefore, prays for dismissal of the present appeal.

11. I have heard learned counsel for the parties and perused the whole record of the case with their able assistance.

12. The relevant portion of the award is reproduced as under:-

> ***"Issue no.3***
> *14. This issue is taken up first for discussion and convenience. Learned counsel for insurance company deposed that insurance company is not liable to pay the compensation to the claimants because respondent No.1 was not holding a valid driving licence at the time of accident. In his cross-examination as RW-1 he admitted that this licence was got issued through Narender Kumar Sharma owner of the vehicle and he never visited Nagaland at any point of time with regard to issuance of said driving licence. He also deposed in his cross-examination that after causing the accident, he fled away from the spot and did not take the*

injured/deceased to the hospital to save his life. Burden to prove the same was on respondent no.3 , but it has miserably failed to produce any evidence. The respondent No.3 neither placed on the file verification report of genuineness of the driving licence nor examined concerned clerk from the authority from where the licence was issued. A perusal of copy of Driving licence Ex.R1 shows that respondent No.1was authorized to drive MC, LMV only on 19.3.2010 and thereafter endorsement of to drive LTV vehicle was made on the licence on 19.6.2012 and the same is valid up to 18.6.2015.

15. Learned counsel for respondent No.3 further contended that respondent No. 1 was not holding a licence to drive light motor vehicles, whereas on the date of accident he was driving a commercial vehicle , for which he had no authorization to drive. Thus he has violated the terms and conditions of the insurance policy and insurance company is not liable to pay the compensation. He has placed on record case law cited as Bajaj Allianz General Insurance Company Limited Vs. Inderjeet and others, 2013(3) ACJ 2010. But this case law is not applicable being different from the facts of the instant case. Learned Counsel for respondent No.3 has tried to make out the case for no liability on the part of the respondent Insurance Company on the ground that there was no endorsement on the licence that respondent No.1 was authorized to drive the LTV on the date of the alleged accident. This contention is not worthy of any credence . A Perusal of the driving licence Ex.R1 would reveal that endorsement of LTV was made on 19.6.2012 whereas the accident in question took place on

> *8.12.2012. Therefore, it can be said that the respondent was having valid and effective driving Licence on the date of the accident. Respondent no.3 even has not led any other evidence to prove as to what other term or condition of the insurance policy was violated by the insured. As such, this issue is decided against respondent no.3 and in favour of the claimants."*

13. A perusal of the impugned award reveals that the learned Tribunal has, on a proper appreciation of the pleadings and evidence on record, rightly concluded that the appellant–Insurance Company failed to discharge the burden cast upon it to establish any violation of the terms and conditions of the insurance policy. Consequently, the finding fastening liability upon the insurer to satisfy the award in favour of the respondents Nos.1 to 4/claimants calls for no interference.

14. It is a settled proposition of law that any breach of policy conditions, particularly with regard to the validity or effectiveness of the driving licence, must not only be specifically pleaded but also proved by the insurer by leading cogent and reliable evidence. In the present case, the appellant–Insurance Company has failed to adduce any such evidence. No verification report concerning the alleged invalidity of the driving licence was produced, nor was any competent official from the issuing authority examined to substantiate the plea raised.

15. On the contrary, the material available on record clearly indicates that the driver of the offending vehicle possessed a valid and effective driving licence on the date of the accident, including the requisite endorsement to drive the class of vehicle in question. In the absence of any

credible evidence to the contrary, the contention of the insurer regarding breach of policy conditions remains unsubstantiated.

16. In this backdrop, the finding recorded by the learned Tribunal that the appellant–Insurance Company failed to prove that the driving licence of the driver was invalid or that there was any violation of the policy terms is well-reasoned and legally sound. The same does not suffer from any perversity, illegality, or infirmity warranting interference by this Court.

17. Accordingly, in view of the foregoing discussion, the present appeal, being devoid of merit, is dismissed.

18. Pending miscellaneous applications, if any, are also disposed of.

23.04.2026 **(SUDEEPTI SHARMA)**
Ayub/Saahil **JUDGE**

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No