

FAO-2165-1994
FAO-2166-1994

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2025:PHHC:003679 

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

Date of decision : 14.01.2025

FAO-2165-1994

NATIONAL INSURANCE CO. LTD. ...Appellant
Versus

KHIWNAI AND ORS ...Respondents

FAO-2166-1994

NATIONAL INSURANCE CO. LTD. ...Appellant
Versus

KAMLESH RANI AND ORS ...Respondents

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Gopal Mittal, Advocate for the appellant/Insurance Co.

None for the respondents.

PANKAJ JAIN, J. (ORAL)

These two appeals involve same set of facts as they arise of two different claim petitions arise of same accident.

2. Insurance Company is in appeal aggrieved of award passed by Motor Accident Claims Tribunal, Hisar, dated 5th of April, 1994.

3. Challenge is to the liability of the appellant.

4. Mr. Mittal submits that in the absence of insurer having been impleaded as party, Tribunal ought not have saddled the insurer with



liability. Further submits that there is serious doubt w.r.t. a valid driving licence being possessed by the driver on the date of accident.

5. I have heard counsel for the appellant and have carefully gone through records of the case.

6. The memo of parties of the claim petition as is evident from the impugned award, would reveal that all the partners of the firm, who is owner of the vehicle i.e. M/s Jyoti Oil Mills Road Mandi Dabwali, were impleaded as respondent Nos. 2 to 7. They were later on struck off from the arraign of parties vide order dated 21.01.1993. The fact remains that the vehicle was insured with the appellant.

7. In view thereof, this Court does not find any reason to accept the contention, more so when all the respondents have been held to be liable jointly and severally.

8. Coming on to the second plea raised by Mr. Mittal, while dealing with the issue of driving licence, Tribunal observed as under :

“18. Admittedly, the offending vehicle was being driven by respondent No.1 Mahender Singh during the course of his employment with the owners of the said vehicle. It is also proved that the driving licence No. 10415/1985 of respondent No.1 was duly renewed from 21.9.89 to 15.12.1991 and then from 18.12.1991 to 17.12.1994 from licensing Authority of Dabwali, District Sirsa (as per verification Ex. R.2). Further, it is also admitted fact that the offending vehicle was duly insured with National Insurance Company vide insurance poly Ex.R.3. Hence the driver, owner as well as the make the payment good of the compensation to the claimants. This issue is also decided in favour of the claimants accordingly.”



9. Mr. Mittal is not in position to dispute the aforesaid fact that on the date of accident i.e. 07.02.1992, the licence possessed by respondent No.2 was duly renewed from Licensing Authority of Dabwali, District Sirsa which is the fact that has come on record in terms of verification report of the insurance company itself. Verification report has been proved on record as Exhibit R-2.

10. In view of above, finding no merit in the instant appeals, the same are ordered to be dismissed.

11. A copy of this order be kept on the file of other connected case.

January 14, 2025

Dpr

(Pankaj Jain)

Judge

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No