(2012) 08 NCDRC CK 0061

In the National Consumer Disputes Redressal Commission

Bajaj Alliance General Insurance Co Ltd , Bajaj Alliance General Insurance Co. Ltd. APPELLANT

Vs

K Y Sayed , Allied Insurance RESPONDENT

Date of Decision : 13-08-2012

Acts Referred:

Citation : 2012 0 NCDRC 462

Hon'ble Judges : Anupam Dasgupta , Suresh Chandra J.

Advocate : P.K.SETH

Judgement

1.THIS revision petition is directed against the order dated 29.08.2006 of the Karnataka State Consumer Disputes Redressal Commission, Bangalore (in short, ''the State Commission'') in First Appeal no. 199 of 2005. By this order, the State Commission allowed the appeal of the complainant and directed the opposite parties (OPs) to pay the complainant Rs.39,300/- with interest @ 6% per annum from the date of the complaint till payment.

2. RESPONDENT 1 in this petition was the complainant before the District Consumer Disputes Redressal Forum, Davangere (in short, ''the District Forum''). She alleged deficiency in service on the part of the OP (insurance company) in that the latter repudiated her claim for indemnification of the loss due to damage to her insured motor car because of an accident that occurred on 05.04.2004, i.e., during the period of subsistence of the insurance policy (18.06.2004 to 17.06.2005). The accident was reported to the Police as well as the insurance company and the latter appointed a surveyor. The surveyor assessed the loss at 52,346/-. However, the OP repudiated the claim on the ground that the driver of the car did not possess a valid driving licence at the time of the accident because his LMV licence was valid from 26.02.1999 to 25.02.2004 and was later renewed on 04.08.2004, while the accident occurred on 05.07.2004.

3. ON consideration of the pleadings and evidence, the District Forum dismissed the complaint. However, the appeal of the complainant was allowed by the State Commission, as mentioned above.

4. WE have heard Mr. P. K. Seth, learned counsel for the petitioner/OP. No one was, however, present at the time of final hearing on behalf of the respondents though on the previous date proxy counsel had appeared on behalf of the counsel for respondent 1 and was fully aware of the date of the final hearing.

5. MR. Seth has rightly argued that at the time of the accident on 05.07.2004, the driver admittedly did not have a valid driving licence because the validity of his licence had expired on 25.02.2004 and the licence was renewed with effect from 04.08.2004. Under the provisions of section 3(1) of the Motor Vehicles Act, 1988, no person can drive a motor vehicle on a public road unless he has a valid and effective driving licence issued by the competent licensing authority. Further, section 15(1) of that Act specifically provides that if an application for renewal of a driving licence is made within the period of 30 days from the date of its expiry, it shall be renewed from the date of expiry and after that period, from the date of the application. In view of the fact that the driver''s licence in this case was renewed from 04.08.2004, it is clear that he did not have a valid driving licence on the date of the accident and applied for renewal of his expired licence only on 04.08.2004, much after 30 days (i.e., 24.03.2004) of its expiry.

6. THE State Commission''s reasoning that (because of his possession of a valid driving licence before and after the accident) the driver of the insured car was qualified to drive that car at the time of the accident is thus of no avail, in the face of specific provisions of the Act and the corresponding clauses of the insurance policy. The petitioner insurance company was thus justified in repudiating the complainant''s insurance claim. The revision petition is accordingly allowed and the order of the State Commission is set aside, with no order as to cost.

