(2025) 02 JH CK 1262

In the Jharkhand High Court

Case No : Miscellaneous Appeal No. 162 Of 2016

New India Assurance Co. Ltd — APPELLANT

Vs

Taramati wife Of Late Mahendra Ram — RESPONDENT

Date of Decision : 28-02-2025

Acts Referred:
Motor Vehicles Act, 1988 — Section 39, 166

Citation : (2025) 02 JH CK 1262

Hon'ble Judges : Gautam Kumar Choudhary, J

Bench : Single Bench

Advocate : Alok Lal, Birendra Kumar, Arvind Kumar Lall, Shailendra Jit

Final Decision : Dismissed

Judgement

Gautam Kumar Choudhary, J

1. Insurance Company is in appeal against the judgment and award of compensation in Title (Motor Vehicle) Suit No. 293 of 2011 whereby and whereunder compensation has been awarded under Section 166 of the Motor Vehicle Act fixing the liability to pay the amount on it.

2. The facts are not much in dispute and the quantum of compensation awarded is not under challenge.

3. The appeal has been preferred mainly on the ground that there was breach of term and condition of the Insurance policy, since offending insured vehicle was plying on road without Certificate of Registration in violation of Section 39 of the Motor Vehicle Act, 1988.

4. It is contended that the said accident took place on 14.06.2005 and Exhibit X which has been brought on record on behalf of claimant, will go to show that registration of vehicle was done on 02.09.2005. It has been held by the Hon’ble Supreme Court in the case of Narinder Singh Vs. New India Assurance Co. Ltd & Others, (2014) 9 SCC 324 that the registration of vehicles is mandatory and

when the accident took place after expiry of documentary registration of vehicle, it was a fundamental breach of the policy of insurance.

5. I find merit in the argument on behalf of owner of vehicle that this issue was never raised in the pleadings on behalf of Insurance Company and consequently, no issue was framed with regard to the registration of the offending vehicle. Further, owner of the vehicle had appeared as witness and was examined as opposite party no.1, wherein it has been stated by him in his examination-in-chief on affidavit that the vehicle in question was insured for the period 22.03.2005 to 21.03.2006. This witness was cross-examined by the claimant, but the Insurance Company declined to cross-examine this witness and not a single question was put on his behalf. It is further argued that this is a case with regard to third party liability and the authority relied upon by the Insurance Company is with regard to own damage of the vehicle and therefore, will not directly apply in the present case. Further, no police case was registered for plying vehicle without any valid registration. Normally the interest of the person in the vehicle is not insured, unless the same is registered.

Under the circumstance, I do not find any infirmity in the impugned order.

Miscellaneous Appeal stands dismissed. Interlocutory Application, if any, is disposed of.