
(1990) 04 RAJ CK 0012
In the Rajasthan High Court
Case No : Civil Writ Petition No. 267 of 1990

Rajasthan State Road Trans. Corpn.	Vs	APPELLANT
Onkar and Others		RESPONDENT

Date of Decision : 06-04-1990

Acts Referred:

Motor Vehicles Act, 1988 — Section 140, 2, 66

Citation : (1990) 2 ACC 497 : (1991) ACJ 20

Hon'ble Judges : D.L. Mehta, J

Bench : Single Bench

Advocate : R.R.L. Gupta, for the Appellant; S.P. Tyagi, for the Respondent

Final Decision : Dismissed

Judgement

D.L. Mehta, J.—This writ petition is preferred by the petitioner challenging the order dated 10.8.1989, by which directions were given by the Tribunal for payment of Rs. 7,500/- as no fault liability amount u/s 140 of the Motor Vehicles Act, 1988. It is an admitted position that the registered owner is Chiranji Lal. It is also an admitted position that Chiranji Lal has given this bus to run on a route on which the present petitioner R.S.R.T.C. is having a permit on the contract basis.

2. The contention of the R.S.R.T.C. is that Corporation is not the owner of the vehicle and, as such, the liability for the no fault amount u/s 140 cannot be fastened on the present petitioner. Section 2(30) of the Motor Vehicles Act, 1988 reads as under:

owner" means a person in whose name a motor vehicle stands registered and where such person is a minor, the guardian of such minor and in relation to a motor vehicle which is the subject of a hire-purchase agreement, or an agreement of lease or an agreement of hypothecation, the person in possession of the vehicle under that agreement.

3. Thus, (i) a person in whose name the motor vehicle stands registered is an

owner of the vehicle though the registration may be by way of benami; (ii) where such a person in whose name the vehicle has been registered is a minor, the guardian of such minor is also owner of the vehicle, though, in the ordinary parlance, a guardian cannot be treated as an owner; (iii) in relation to a motor vehicle which is a subject-matter of hire-purchase agreement or an agreement of lease or an agreement of hypothecation the person in possession of the vehicle under that agreement is the owner.

4. Section 66 of the Act provides that no owner of a motor vehicle shall use or permit the use of the vehicle as a transport vehicle in any public place, but the person using the vehicle shall use it in accordance with the conditions under which the permit is granted. It is an admitted fact that the vehicle which has been taken on contract is running on the route of which the permit has been granted in favour of the R.S.R.T.C. Thus the running of a vehicle on a permit granted to R.S.R.T.C. squarely shows that the vehicle is in possession of the R.S.R.T.C. for the purpose of running on the route and for the purpose of taking on hire the passengers for travel. Conductors are also employed by R.S.R.T.C.

5. The beneficial legislation has been enacted to grant relief to the persons who suffer because of accidents and the meaning of the word "ownership" should be given a wider interpretation for the persons for whose benefit the legislation has been enacted.

6. That the word "owner" is a word of variable imports and is shown by the provisions of the Indian statutes. Even from the perusal of the definition given in Clause (30) of Section 2 a person who is not ordinarily considered as an owner, namely, the person who is a guardian or a person with whom there is a relationship under hire-purchase agreement or lease or contract, has been termed as an owner. Wider interpretation has been given only for the purpose that the persons who are running the vehicle under a permit, may be on a contract basis, should be considered as an owner or a lease-holder. It is an admitted position that the present petitioner, R.S.R.T.C., is having the permit and the real owner is Chiranji Lal who is not a permit holder. It is also an admitted position that the vehicle has been taken on contract basis by the present petitioner R.S.R.T.C. from Chiranji Lal, the terms and conditions of the permit which has been granted to the R.S.R.T.C. will have to be fulfilled while running on a route. Chiranji Lal cannot run the vehicle on any route including this route as he is not having a permit to run the vehicle. Under Clause (30) of Section 2 the words used are "an agreement of lease or an agreement of hypothecation". Lease is a bilateral document. There is a contract between the two and under the contract some amount is paid by the R.S.R.T.C. per kilometre to Chiranji Lal on account of use of the vehicle. Thus, the vehicle is used for taking on hire the passengers of the particular route for which the permit has been granted to the petitioner, R.S.R.T.C., which leads us to conclude or infer that in fact the possession of the vehicle is with the R.S.R.T.C. though the driver may be the employee of Chiranji Lal. Thus, in the instant case, I am of the view that

R.S.R.T.C. cannot disclaim the liability u/s 140 and they should be treated as owner of the vehicle for the limited purpose of payment of compensation to the person who is injured or the legal representatives of the person who has died because of the accident. Of course, Chiranji Lal cannot escape the liability. Thus, the ownership in the instant case will be interpreted as a joint and several ownership and a person who is plying a vehicle on a particular route, shall be considered as a joint and several owner for the purpose of payment of compensation u/s 140 and other provisions of the law and the Act.

7. In the result, I do not find any force in this writ petition and the same is dismissed.