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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% Judgment delivered on: 22nd February, 2022

+ MAC.APP. 286/2020&CM APPL. 34999/2020

ASHOK KUMAR CHAUDHARY Appellant

versus

ANITA KHURANA & ORS. Respondents

and

+ MAC.APP. 3/2021&CM APPL. 119/2021

SH. ASHOK KUMAR CHAUDHARY Appellant

versus

SH. MANINDER PAL SINGH & ORS. (BAJAJ ALLIANZ
GENERAL INSURANCE CO. LTD) Respondent

Advocates who appeared in this case:

For the Appellant: Mr. Nishit Kush, Advocate

For the Respondents: Mr. S.P. Jain and Mr. Kirti Datt, Advocates for R-2 Bajaj
Allianz General Ins Co. Ltd.

CORAM:-

HON'BLE MR. JUSTICE SANJEEV SACHDEVA

JUDGMENT

SANJEEV SACHDEVA, J.

1. The hearing was conducted through video conferencing.



2. Appellant impugns order dated 04.03.2020 whereby recovery rights have been held to be maintainable against the appellant.

3. Learned counsel for the appellant contends that the rationale given in the impugned order is that the appellant has failed to plead in his written statement, that the genuineness of the driving license was verified at the time of giving an employment and as such any evidence led before the Court on the said aspect could not be considered.

4. Learned counsel refers to the report dated 17.07.2013 available on the Trial Court record which has verified the genuineness of the driving license.

5. Learned counsel further submits that there is no material on record to show that the driving license was not valid and as such there was no necessity of the appellant to even plead the same.

6. Learned counsel appearing for the respondent-Insurance Company under instructions concedes that the driving licence had been duly verified and submits that he has no objection to the modification of the impugned award to the limited extent that it grants recovery rights to the insurance company against the petitioner.

7. In view of the above, the impugned award dated 04.03.2020, to the limited extent that it holds that the owner of the vehicle has failed to prove that the driver was having a valid and effective licence, is set



aside. Consequently the recovery rights granted to the insurance company are also set aside.

8. The appeals are accordingly allowed in the above terms.

9. The amounts deposited by the appellant pursuant to order dated 07.05.2018 in MAC. APP. 948/2017 be refunded to the appellants by the tribunal. In case said amounts have been disbursed to the claimants or paid to the insurance company by the Tribunal, the respondent insurance company shall retribute the amount to the appellants.

10. Further, the statutory deposit made by the appellant at the time of filing these appeals be also refunded to the appellant by the Registry.

11. Copy of the order be uploaded on the High Court website and be also forwarded to learned counsels through email by the Court Master.

SANJEEV SACHDEVA, J

FEBRUARY 22, 2022
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