HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Miscellaneous Appeal No. 3537/2008

1. Bharat Singh

2. Jaiprakash

Both are sons of Shri Birbal Ram, Residents of Chatarpura, Tan. Durana, Police Station Mandawa, Tehsil and District Jhunjhunu. (Rajasthan) [Owner of Tractor No. RJ18 R 5004]

----Appellants/Non-Claimants

Versus

1. Gordhan Bhai S/o Narsi Bhai
2. Smt. Labhu Bahin W/o Gordhan Bhai
3. Jalpa D/o Gordhan Bhai, aged about 14 years (minor) through her father Shri Gordhan Bhai

All are residents of Khingarka, Tehsil Thol, District Jamnagar (Gujarat), presently R/o M/s Hariom Botling, Plot No. G-1/80B, RICCO, Jhunjhunu (Rajasthan)

----Respondents/Claimants

4. The Oriental Insurance Company Ltd. m through its Branch Manager, Branch Office at Station Road, Jhunjhunu (Rajasthan)(Insurance Company Tractor No. RJ 18 R 5004)

----Respondent/Non-Claimant

5. Hariram, S/o Dhaver Ram, Resident of Deswala, Police Station Kuchera, Tehsil Merta City, District Nagore (Driver Tractor No. RJ 18 R 5004)

----Performa Respondent

For Appellant(s)	:	Mr. Aditya Raj for Mr. Praveen Balwada
For Respondent(s)	:	Mr. J.P. Gupta, for respondent No.4 Mr. Prijwal Kumar for Mr. Virendra Agarwal.

HON'BLE MR. JUSTICE RAVI CHIRANIA

Judgment

1.	Date of conclusion of Arguments	02.02.2026
2.	Date on which the judgment was reserved	02.02.2026
3.	Whether the full judgment or only operative part is pronounced	Full
4.	Date of pronouncement	23.02.2026

1. The appellants have filed the instant appeal under Section 173 of the Motor Vehicles Act, 1988 (hereinafter referred to as '**the Act of 1988'** for short), whereby they have made a challenge to the judgment and award dated 01.06.2007 passed by the learned Motor Accident Claims Tribunal, Jhunjhunu in Claim Case No. 79/2007 by which an award of Rs. 2,36,000/- was passed in favour of the respondent-claimants along with interest at the rate of 8% per annum from 06.02.2006.

2. Learned counsel for the appellants Mr. Aditya Raj submitted that the appellants are the driver and the owner of the vehicle alleged to have caused the accident, resulting in the death of a boy named Bhavesh and injuries to another person namely Vinay Kumar.

3. Learned counsel further submitted that the learned Tribunal has wrongly passed the impugned judgment dated 01.06.2007 and erroneously held the appellants responsible and liable to pay the awarded claim. The present appeal is in respect of the claim application bearing No.79/2007 filed by the parents and the sister of the deceased Bhavesh.

4. Learned counsel also submitted that the appellants were not driving the tractor in a rash and negligent manner, rather, it was the deceased and his friend who were driving their two

wheeler, i.e. a scooter bearing No. RJ18-M-8828 in a rash and negligent manner, due to which they suffered injuries and Bhavesh died.

5. Learned counsel further submitted that the learned Tribunal while deciding the claim application No. 79/2007 in respect of the deceased Bhavesh, passed the following award.

> ***1. विविध सिविल मोटर वाहन दुर्घटना दावा प्रकरण संख्या 79/07***
> *1. प्रार्थीगण संख्या 1 व 2 विपक्षीगण 1 से 3 संयुक्त व पृथक रूप से कुल प्रतिकर राशि 236000/— रूपये (जिसमें से उनके द्वारा पूर्व में प्राप्त अन्तरिम प्रतिकर राशि 50000/— रूपये समायोजित करने के पश्चात्) शेष राशि 186000/— प्राप्त मय ब्याज करेगें।*
> *2. विपक्षीगण संख्या 1 से 3 उक्त राशि 186000/— रूपये व ब्याज का इस न्यायाधिकरण के नाम से केवल खाता में जमा होने वाला चैक/ड्राफ्ट एक माह के भीतर प्रेषित करेंगे।*
> *3. उक्त राशि 186000/— रूपये पर आवेदन दिनांक 06.02.2006 से तारीख पंचाट तक 8 प्रतिशत ब्याज देय होगा। पंचाट की तिथी से एक माह के भीतर राशि ब्याज अदा नहीं कराने पर उक्त ब्याज अदायगी तक जारी रहेगा।*
> *4. रकम जमा होने पर प्रार्थी संख्या 1 व 2 के हक में 100000/— रूपये की सावधि जमा खाते में 3 वर्ष के लिए जमा होगी। जिसका ब्याज परिपक्वता तिथी को देय होगा। शेष राशि 86000/— रूपये व अर्जित ब्याज प्रार्थीगण 1 व 2 के संयुक्त बचत खाते में दिया जायेगा।*
> *5. विपक्षी संख्या 3 बीमाकम्पनी द्वारा अदा की गई राशि बीमाधारी से इजराय न्यायालय में वसूल करने का अधिकार होगा।*
> *6. प्रार्थीगण का शेष राशि का क्लेम खारिज किया जाता है। पक्षकारान. अपना अपना खर्चा वहन करेगें।*

6. Learned counsel further submitted that as they had a valid and proper driving licence and an insurance policy, therefore, it is the insurance company which was liable and the learned Tribunal should have directed the insurance company to pay the claim amount, as awarded, to the respondent Nos. 1 to 3.

7. Learned counsel further submitted that the learned Tribunal, while deciding the claim petition, framed as many as 5 issues, which read as under:

उभयपक्ष के अभिवचनों के आधार पर दिनांक 31.8.2006 को निम्नलिखित विवाद्यक सृजित किये गयेः–

1. आया प्रश्नगत वाहन संख्या ट्रेक्टर नम्बर आर.जे. 18 आर 5004 के चालक विपक्षी संख्या एक हरीराम के द्वारा दिनांक 27.10.2005 को आम सड़क झुंझुनू वारीसपुरा पर उक्त वाहन को उपेक्षा/उतावलेपन से चलाकर की गई दुर्घटना में प्रत्यक्ष परिणामस्वरूप भावेश भाई की दुर्घटना में मृत्यु हो गई?

2. आया उक्त वाहन चालक तब उक्त वाहन स्वामी विपक्षी संख्या दो के नियोजन में होकर उसी के हितार्थ एवं लाभार्थ कार्य कर रहा था, जो वाहन विधिक व प्रभावी रूप से बीमित था?

3. आया विपक्षी संख्या 3 बीमा कम्पनी द्वारा अपने लिखित कथन की प्रारम्भिक आपत्तियों एवं विशेष कथन के मद्देनजर बीमा कम्पनी अपने दायित्व से मुक्त हो सकती है नहीं तो इसका क्या प्रभाव है?

4. आया दावेदार अपने दावे/दावा में अंकित प्रश्नगत राशि व उस पर ब्याज या अन्य कोई न्याय सम्मत राशि पा सकता है, यदि हॉ तो कौन–कौन दावेदार कितनी कितनी राशि, किस किस विपक्षी से एवं किस प्रकार से पा सकते है तथा किस तरह संदाय किया जावेगा?

5. अनुतोष

8. Learned counsel further submitted that although appellants have challenged the complete award as passed by the learned Tribunal however, their specific challenge is in respect of findings as recorded in Issue No.3, by which the appellants have been held liable to bear the claim amount and the insurance company was held eligible to recover the amount from the appellants, i.e., the owner and driver of the vehicle. The finding in respect of the Issue No.3, being relevant, is reproduced as under:-

विवाद बिन्दु संख्या – 3

विपक्षी संख्या – 1 के पास चालान अनुज्ञप्ति प्रदर्श 13 है, इसके अनुसार वाहन चालक हरिराम के पास हल्का मोटरयान के लिए चलाने का लाईसेन्स है। ट्रेक्टर का वजन पंजिकरण प्रमाण पत्र में अंकित नहीं है। धारा 2(16) के अनुसार 12000 किलोग्राम से कम वजन होने से तथा भारी माल वाहक नहीं है तथा धारा 2(21) में ट्रेक्टर यदि 7500 किलोग्राम का हो तो हल्का मोटर वाहन ही है तथा धारा 2(23) में मध्यम भार वाहक में है। धारा 2(44) में ट्रेक्टर की परिभाषा है। जिसके अनुसार वह कोई लोड खीचने के लिए न हो तथा धारा 2(47) में नहीं तो वह सार्वजनिक वाहन है। न ही माल वाहक है। ना ही निजी सेवा वाहक है। निजी

सेवावाहक धारा 2(33) वाहन जो 6 से ज्यादा आदमीयों को यात्री के रूप में ढोता हो। अतः टेक्टर के लिए स्वयं हल्का मोटर वाहन है। यह स्व. ीकृत स्थिति है कि ट्रेक्टर में ट्रोली में लगी हुई थी अतः वह मोटरयान अधिनियम की धारा 2(47) के अनुसार सार्वजनिक वाहन है अतः चालक के पास एल.टी0वी. का लाईसेन्स होना चाहिए जो उसके पास नहीं था। बीमा कम्पनी ने अपने तर्कों के सम्बन्ध में नटवरसिंह बनाम स्टेट आफ कनार्टका ए.सी.जे. 2006 पेज 9 पेश की है जिसमें ट्रेक्टर की परिभाषा दी गई है। ट्रेक्टर का बीमा किसान पेकेज बीमा था जिसमें वो स्वयं की कृषि कार्य के उपयोग हेतु तो उसका अनुषांगिक प्रयोग हेतु काम मे ले सकता था। मृतक भावेश भाई की मृत्यु तृतीय पक्ष के रूप में नहीं हुई। अतः बीमाकम्पनी प्रतिकर देगी परन्तु वह बीमाधारी से इजराय न्यायालय में उक्त राशि वसूल कर सकती है।

9. On the basis of the impugned findings, as recorded in respect of Issue No.3 by the learned Tribunal, the appellants were held liable to bear the claim amount as awarded. Learned counsel further submitted that the learned Tribunal has recorded a finding that the tractor is a light motor vehicle however, as a trolley was attached to it, it was treated as a public vehicle in terms of Section 2(7) of the Act of 1988 and because the driver did not have a valid LTV license, therefore, insurance company is not liable in terms of the law as settled in the case of **Natwar Singh Vs. State of Karnataka ACJ 2006 SC 9**. Learned counsel further submitted that the issue in respect of vehicles weighing less than 7500 Kg. and above, and their liability including the licensing conditions, was examined by the Hon'ble Supreme Court in the case of **M/s. Bajaj Alliance General Insurance Co. Ltd. Vs. Rambha Devi & Ors.** and connected appeals decided by judgment dated 06.11.2024 reported in **(2025) 3 SCC 95**. Learned counsel further submitted that in the case of **M/s. Bajaj Alliance General Insurance Co. Ltd.** (supra), the Hon'ble Apex Court examined the issue as to whether "**a person holding license for a light motor vehi-**

cle class can drive a transport vehicle without a specific endorsement, provided the gross vehicle weight of the vehicle does not exceed 7500 Kg". Learned counsel further submitted that in the above case, the Hon'ble Apex Court framed the following issues for adjudication:-

> "11. From the above submissions, the following specific issues fall for our consideration:
> (i) Whether a driver holding an LMV license (for vehicles with a gross vehicle weight of less than 7,500 kgs.) as per Section 10(2)(d), which specifies 'Light Motor Vehicle', can operate a 'Transport Vehicle' without obtaining specific authorization under Section 10(2)(e) of the MV Act, specifically for the 'Transport Vehicle' class;
> (ii) Whether the second part of Section 3(1) which emphasizes the necessity of a driving license for a 'Transport Vehicle' overrides the definition of LMV in Section 2(21) of MV Act? Is the definition of LMV contained in Section 2(21) of MV Act unrelated to the licensing framework under the MV Act and the MV Rules;
> (iii) Whether the additional eligibility criteria prescribed in the MV Act and MV Rules for 'transport vehicles' would apply to those who are desirous of driving vehicles weighing below 7,500 kgs and have obtained a license for LMV class under Section 10(2)(d) of the MV Act;
> (iv) What is the effect of the amendment made by virtue of Act 54 of 1994 w.e.f. 14.11.1994 which substituted four classes under clauses (e) to (h) in Section 10 with a single class of 'Transport Vehicle' in Section 10(2)(e)?"

The relevant paragraph of the judgment, wherein the Court has recorded the conclusion while answering the reference, is reproduced as under:-

> *"125. The licensing regime under the MV Act and the MV Rules, when read as a whole, does not provide for a separate endorsement for operating a 'Transport Vehicle', if a driver already holds a LMV license. We must however clarify that the exceptions carved out by*

the legislature for special vehicles like e-carts and e-rickshaws, or vehicles carrying hazardous goods, will remain unaffected by the decision of this Court.

126. As discussed earlier in this judgment, the definition of LMV under Section 2(21) of the MV Act explicitly provides what a 'Transport Vehicle' 'means'. This Court must ensure that neither provision i.e. the definition under Section 2(21) or the second part of Section 3(1) which concerns the necessity for a driving license for a 'Transport Vehicle' is reduced to a dead letter of law. Therefore, the emphasis on 'Transport Vehicle' in the licensing scheme has to be understood only in the context of the 'medium' and 'heavy' vehicles. This harmonious reading also aligns with the objective of the 1994 amendment in Section 10(2) to simplify the licensing procedure.

127. The above interpretation also does not defeat the broader twin objectives of the MV Act i.e. road safety and ensuring timely compensation and relief for victims of road accidents. The aspect of road safety is earlier discussed at length. An authoritative pronouncement by this Court would prevent insurance companies from taking a technical plea to defeat a legitimate claim for compensation involving an insured vehicle weighing below 7,500 kgs driven by a person holding a driving license of a 'Light Motor Vehicle' class.

128. In an era where autonomous or driver-less vehicles are no longer tales of science fiction and app-based passenger platforms are a modern reality, the licensing regime cannot remain static. The amendments that have been carried out by the Indian legislature may not have dealt with all possible concerns. As we were informed by the Learned Attorney General that a legislative exercise is underway, we hope that a comprehensive amendment to address the statutory lacunae will be made with necessary corrective measures.

129. Just to flag one concern, the legislature through the 1994 amendment in Section 10(2)(e) in order to introduce 'transport vehicle' as a separate class could not have intended to merge light motor vehicle (which continued as a distinct class) along with medium, and heavy vehicles into a single class. Else, it would give rise to a situation in which Sri (our hypothetical character), wanting to participate in the cycling sport, is put through the rigorous training relevant only for a multisport like Triathlon, which requires a much higher degree of endurance and athleticism. The effort therefore should be to ensure that the statute remains practical and workable.

130. Now harking back to the primary issue and noticing that the core driving skills (as enunciated in the earlier paragraphs), expected to be mastered by all drivers are universal – regardless of whether the vehicle falls into "Transport" or "Non-Trans-

port" category, it is the considered opinion of this Court that if the gross vehicle weight is within 7,500 kg - the quintessential common man's driver Sri, with LMV license, can also drive a "Transport Vehicle". We are able to reach such a conclusion as none of the parties in this case has produced any empirical data to demonstrate that the LMV driving licence holder, driving a 'Transport Vehicle', is a significant cause for road accidents in India. The additional eligibility criteria as specified in MV Act and MV Rules as discussed in this judgment will apply only to such vehicle ('medium goods vehicle', 'medium passenger vehicle', 'heavy goods vehicle' and 'heavy passenger vehicle'), whose gross weight exceeds 7,500 Kg. Our present interpretation on how the licensing regime is to operate for drivers under the statutory scheme is unlikely to compromise the road safety concerns. This will also effectively address the livelihood issues for drivers operating Transport Vehicles (who clock maximum hours behind the wheels), in legally operating "Transport vehicles" (below 7,500 Kg), with their LMV driving license. Perforce Sri must drive responsibly and should have no occasion to be called either a maniac or an idiot (as mentioned in the first paragraph), while he is behind the wheels. Such harmonious interpretation will substantially address the vexed question of law before this Court.

131. Our conclusions following the above discussion are as under:-

> *(I) A driver holding a license for Light Motor Vehicle (LMV) class, under Section 10(2)(d) for vehicles with a gross vehicle weight under 7,500 kg, is permitted to operate a 'Transport Vehicle' without needing additional authorization under Section 10(2)(e) of the MV Act specifically for the 'Transport Vehicle' class. For licensing purposes, LMVs and Transport Vehicles are not entirely separate classes. An overlap exists between the two. The special eligibility requirements will however continue to apply for, inter alia, e-carts, e-rickshaws, and vehicles carrying hazardous goods.*
>
> *(II) The second part of Section 3(1), which emphasizes the necessity of a specific requirement to drive a 'Transport Vehicle,' does not supersede the definition of LMV provided in Section 2(21) of the MV Act.*

> *(III) The additional eligibility criteria specified in the MV Act and MV Rules generally for driving 'transport vehicles' would apply only to those intending to operate vehicles with gross vehicle weight exceeding 7,500 kg i.e. 'medium goods vehicle', 'medium passenger vehicle', 'heavy goods vehicle' and 'heavy passenger vehicle'.*
>
> *(IV) The decision in Mukund Dewangan (2017) is upheld but for reasons as explained by us in this judgment. In the absence of any obtrusive omission, the decision is not per incuriam, even if certain provisions of the MV Act and MV Rules were not considered in the said judgment."*

10. In terms of the conclusion as recorded by the Hon'ble Apex Court in the case of **M/s. Bajaj Alliance General Insurance Co.** (supra), the learned counsel for the appellants further submitted that as the appellant driver was driving a light motor vehicle and was holding a valid license, therefore, in terms of the above law, the liability could not be fastened upon him rather, it should have been completely imposed upon the insurance company in terms of the conditions of the policy. Learned counsel further submitted that the Hon'ble Supreme Court, in the case of **Nagashetty Vs. United India Insurance Co. Ltd. & Anr.**, reported in **2001(8)SCC 56**, examined the issue as to whether the insurance company is liable to compensate where the policy was taken for the tractor and the trolley, as attached, was used for carriage of goods. The relevant paragraph of the **Nagashetty (supra)** judgment is reproduced as under:-

> *10. We are unable to accept the submissions of Mr. S.C. Sharda. It is an admitted fact that the driver had a valid and effective licence to drive a tractor.*

Undoubtedly under Section 10 a licence is granted to drive specific categories of motor vehicles. The question is whether merely because a trailer was attached to the tractor and the tractor was used for carrying goods, the licence to drive a tractor becomes ineffective. In the argument of Mr. S.C. Sharda is to be accepted then every time an owner of a private car, who has a licence to drive a light motor vehicle, attaches a roof carrier to his car or a trailer to his car and carries goods thereon, the light motor vehicle would become a transport vehicle and the owner would be deemed to have no licence to drive that vehicle. It would lead to absurd results. Merely because a trailer is added either to a tractor or to a motor vehicle by itself does not make that tractor or motor vehicle a transport vehicle. The tractor or motor vehicle remains a tractor or motor vehicle. If a person has a valid driving licence to drive a tractor or a motor vehicle he continues to have a valid licence to drive that tractor or motor vehicle even if a trailer is attached to it and some goods are carried in it. In other words a person having a valid driven licence to drive a particular category of vehicle does not become disabled to drive that vehicle merely because a trailer is added to that vehicle.

11. In this case we find that the Insurance Company, when issuing the Insurance Policy, had also so understood. The Insurance Policy has been issued for a tractor. In this Insurance Policy an additional premium of Rs. 12/- has been taken for trailer. Therefore the Insurance Policy covers not just the tractor but also a trailer attached to the tractor. The Insurance Policy provides as follows for the "persons or classes of persons entitled to drive":-

> *"Persons or classes of persons entitled to drive- Any person including insured provided that the person driving holds an effective driving licence at the time of the accident and is not disqualified from holding or obtaining such a licence.*
>
> *Provided also that the person holding an effective learner's licence may also drive the vehicle when not used for the transport of*

> *goods at the time of the accident and that such a person satisfied the requirement of Rule 3 of the Central Motor Vehicles Rules, 1989, limitations as to use"*
>
> *12. The policy is for a tractor. The "effective driving licence" is thus for a tractor. The restriction on a learner driving the tractor when used for transporting goods shows that the policy itself contemplates that the tractor could be used for carriage of gods. The tractor by itself cold not carry goods. The goods would be carried in a trailer attached to it. That is whey the extra premium for trailer. The restriction placed on a person holding learner's licence i.e. not to drive when goods are being carried is not there for a permanent licence holder. Thus a permanent licence holder having a effective/valid licence to drive a tractor can drive oven when the tractor is used for carrying goods. When the policy itself so permits, the High Court was wrong in coming to the conclusion that a person having a valid driving licence to drive a tractor would become disqualified to drive the tractor if a trailer was attached to it*

11. In terms of the above law, as laid down by the Hon’ble Apex Court in **Nagashetty** (supra) the appellants, who are owner and driver of the tractor, having a valid insurance policy and license to drive, who did not cause any accident, are not liable to compensate or bear the awarded claim amount, as wrongly imposed upon them by the learned Tribunal, which is clearly contrary to the law as settled by the Hon’ble Apex Court in terms of the above two judgments.

12. In view of the above submissions, learned counsel prayed that the present appeal be allowed and the award passed by the learned Tribunal be modified and it be held that only the insurance company is liable to compensate the claimants by paying the compensation amount as ordered by the learned Tribunal in the Claim Case No. 79/2007.

13. Per contra, learned counsel appearing for the respondent-insurance company Mr. J.P. Gupta assisted by Mr. Yashwardhan Gupta, strongly opposed the submissions. Learned counsel contended that the appellants are the owner and driver of the tractor who caused the accident, due to which the deceased Bhavesh Bhai died and the other person suffered injuries. As far as the injured person is concerned, he was awarded a sum of Rs. 8000/- while allowing Claim Application No.80/2007 by the learned Tribunal against which though, the appeal was filed for enhancement, however the same was dismissed as not maintainable in view of the meagre amount of Rs. 8000/-. The present appeal is against award passed in the Claim Application No. 79/2007.

14. Learned counsel further submitted that the learned Tribunal has not committed any mistake while imposing the liability upon the owner and the driver of the vehicle and therefore, the present appeal deserves no interference and same deserves to be dismissed by the Court.

15. Heard learned counsel for the parties and perused the record.

16. From the perusal of the record of the case and award dated 01.06.2007, this Court noted that the learned Tribunal passed the impugned award dated 01.06.2007, in respect of an unfortunate incident which occurred on 27.10.2005, when the deceased Bhavesh Bhai alongwith his friend Vinay Kumar were going on their scooter bearing registration No. RJ-18-M-8828 and met with an accident with the tractor of which the appellants herein are owner and driver. The learned Tribunal

recorded the specific findings that the accident occurred on account of rash and negligent driving of driver of the vehicle.

17. The findings of negligence recorded by the learned Tribunal have attained finality, as the same have not been questioned by the insurance company. The present appeal is by the owner and driver of the vehicle who are aggrieved by the fastening of the compensation liability upon them by the learned Tribunal and the liberty granted to the insurance company to recover the same from them in regard to the liability of the appellants herein.

18. This Court considered the fact that the learned Tribunal, on the basis of the finding as recorded while deciding the Issue No.3, which was framed in regard to the liability of the insurance company for the unfortunate accident, in which the deceased died. The learned Tribunal, on the basis of the judgment passed by the Hon'ble Supreme Court in the case of `**Natwar Singh Vs. State of Karnataka (supra)**, held that the insurance company is not liable and the appellants are liable.

19. I have considered the judgment as cited by the learned counsel for the petitioner, passed by the Hon'ble Supreme Court in the case of `**M/s. Bajaj Alliance General Insurance Co.**' (supra), wherein the Hon'ble Court specifically examined the issue of liability of a light motor vehicle with respect to the weight attached to it and by answering the five issues as framed in the case, the Hon'ble Court in Para 125 to Para 127 held as under:-

> "125. The licensing regime under the MV Act and the *MV Rules,* when read as a whole, does not provide for a

separate endorsement for operating a 'Transport Vehicle', if a driver already holds a LMV license. We must however clarify that the exceptions carved out by the legislature for special vehicles like e-carts and e-rickshaws or vehicles carrying hazardous goods, will remain unaffected by the decision of this Court.

126. As discussed earlier in this judgment, the definition of LMV under Section 2(21) of the *MV Act* explicitly provides what a 'Transport Vehicle' 'means'. This Court must ensure that neither provision i.e. the definition under Section 2(21) or the second part of Section 3(1) which concerns the necessity for a driving license for a 'Transport Vehicle' is reduced to a dead letter of law. Therefore, the emphasis on 'Transport Vehicle' in the licensing scheme has to be understood only in the context of the 'medium' and 'heavy' vehicles. This harmonious reading also aligns with the objective of the 1994 amendment in Section 10(2) to simplify the licensing procedure.

127. The above interpretation also does not defeat the broader twin objectives of the *MV Act i.e.* road safety and ensuring timely compensation and relief for victims of road accidents. The aspect of road safety is earlier discussed at length. An authoritative pronouncement by this Court would prevent insurance companies from taking a technical plea to defeat a legitimate claim for compensation involving an insured vehicle weighing below 7,500 kgs driven by a person holding a driving license of a 'Light Motor Vehicle' class."

20. By the above conclusion, as recorded by the Hon'ble Supreme Court, it is clear that a light motor vehicle does not require a separate licence and further the insurance company cannot be allowed to take a technical plea to defeat a legitimate claim for compensation involving an insured vehicle weighing

below 7,500 kgs driven by a person holding a driving license of a 'Light Motor Vehicle' class. It is not in dispute in the present case that the driver was having a valid light motor vehicle licence. It is also not in a dispute that the owner of the vehicle had the required insurance policy. Further, considering the judgment as passed by the Hon'ble Supreme Court in the case of **Nagashetty** (supra), this Court noted that merely because a trolley is attached to the tractor, the claim cannot be denied in terms of the law laid down by the Hon'ble Apex Court in the cases of '**M/s. Bajaj Alliance General Insurance Co.**' (supra) and **Nagashetty** (supra). This Court finds that the finding as recorded by the learned Tribunal in Issue No.3, by which the insurance company has been held entitled to recover the compensation amount as awarded from the appellants herein, is erroneous and contrary to the above discussed settled law, therefore, the findings so recorded in Issue No.3, being perverse, are hereby quashed and set aside and the appeal filed by the appellants is allowed partly and the award is modified to the extent that the insurance company is liable to pay the claim amount as awarded by the learned Tribunal vide judgment and award dated 01.06.2007.

21. The appeal is accordingly partly allowed.

22. There shall be no order as to costs.

23. All pending(s) application(s) shall also stands disposed of.

(RAVI CHIRANIA),J

Ravi Khandelwal