



2026:CGHC:3536

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****MAC No. 337 of 2023**

1 - Santosh Kumar S/o Vasudev Prasad Jaiswal Aged About 41 Years R/o Village Khadgawankala, Police Station Pratappur, District Surajpur (C.G.) (Vehicle Owner)
... Petitioner(s)

versus

1 - Abdul Hamid Sheikh S/o Mohd. Farid Aged About 39 Years (Father Of Deceased) R/o Village Amandon, Police Station And Tahsil Pratappur, District Surajpur (C.G.)

2 - Hamidun Nisha Sheikh W/o Abdul Hamid Sheikh Aged About 35 Years (Mother Of Deceased) W/o Abdul Hamid Sheikh, R/o Village Amandon, Police Station And Tahsil Pratappur, District Surajpur (C.G.)

3 - Nandlal Prajapati S/o Sudama Prajapati Aged About 27 Years (Vehicle Driver) R/o Village Khadgawankala, Police Station Pratappur, District Surajpur (C.G.)

4 - Branch Manager The Oriental Insurance Company Limited (Insurance Company), Branch Office, Manendragarh Road, Ambikapur, District Surguja (C.G.)
... Respondent(s)

For Appellant : Shri Harish Khuntiya, Advocate.
For Respondent No.4 : Shri T.K. Tiwari, Advocate.

Hon'ble Shri Justice Rakesh Mohan Pandey

Order on Board



21.01.2026

1. The appellant/ owner of the vehicle has filed this appeal under Section 173 of the Motor Vehicles Act assailing the award passed by the learned Additional Motor Accident Claims Tribunal, Pratappur, District Surajpur in Claim Case No.23 of 2020 dated 30.11.2022 whereby the learned Tribunal has granted compensation to the tune of Rs.9,97,200/- with interest @6% per annum and fastened the liability with the owner and driver of the vehicle and directed the Insurance Company to satisfy the award first and recover it from the owner and driver of the vehicle.
2. The facts, in brief, are that on 11.12.2019, deceased Mohd. Sabit was returning home on a motorcycle alongwith his friend Firoz. At around 7.15 pm, the driver of the offending vehicle Pick-up bearing registration No.C.G.15 DB 0813 by driving it rashly and negligently dashed the motorcycle, resultantly, Mohd. Sabit sustained injuries and succumbed to death. The claimants, who are parents of the deceased filed a claim case under Section 166 of the Motor Vehicles Act wherein they pleaded that at the time of the accident, the age of the deceased was 19 years and earning Rs.10,000/- per month. The owner and driver of the vehicle filed their reply to the claim petition and pleaded that the vehicle was insured with the Insurance Company and that the driver had valid and effective driving license. The Insurance Company also filed its reply and it was pleaded that on the date of accident, the driver of the offending vehicle did not have a valid and effective driving license and vehicle was being plied in absence of valid fitness certificate. Learned Tribunal framed issues, parties led their evidence, and thereafter an



award was passed.

3. Learned counsel for the appellant would submit that the Insurance Company failed to prove the fact that the offending vehicle was being plied in absence of valid driving license. He would contend that no witness was examined by the Insurance Company to prove this fact. He would contend that the deceased himself was negligent and the learned Tribunal failed to frame issue with regard to contributory negligence. He would submit that as the vehicle was insured with respondent No.4/ Insurance Company, the learned Tribunal should have fastened the liability with the Insurance Company. He would pray to allow this appeal.
4. On the other hand, learned counsel for respondent No.4 would submit that the offending vehicle was being plied in absence of valid fitness certificate and therefore, the learned Tribunal has rightly fastened the liability with the owner and driver of the vehicle. He would submit that no plea with regard to contributory negligence was raised by the owner and driver of the offending vehicle. He would submit that the learned Tribunal has awarded just and proper compensation. He would submit that the appeal deserves to be dismissed.
5. Heard learned counsel for the parties and perused the documents present on the record with utmost circumspection.
6. A perusal of the record would show that the driver and owner of the offending vehicle failed to submit fitness certificate before the learned Tribunal. The fitness certificate was not seized by the police during the course of investigation. Thus, the learned Tribunal has rightly recorded a finding that for use of a vehicle, its registration was compulsory and that for registration of a transport vehicle, a valid fitness certificate was



also mandatory according to provisions of Section 56 of the Motor Vehicles Act.

7. The appellant/ owner of the vehicle failed to produce fitness certificate before the learned Tribunal even it has not been placed on record before this Court.
8. The High Court of Madhya Pradesh in the matter of **United India Insurance Company Limited vs. Vinod**, reported in **2019 SCC OnLine MP 6107** in paragraphs 10, 14 & 15, held as under:

“10. Thus, it is clear that for use of a vehicle, Insurance Policy is required under Section 147 of Motor Vehicles Act, 1988, and for use of a vehicle, its registration is compulsory and for registration, the fitness certificate of the transport vehicle is necessary under Section 56 of Motor Vehicles Act. Use of vehicle without registration is also punishable under Section 192 of Motor Vehicles Act. Thus, in the considered opinion of this Court, the requirement of fitness certificate for the liability of the Insurance Company is not dependent upon the terms and conditions of the Insurance Policy, but it is the requirement of law for using the vehicle in accordance with law and none of the term or condition of the Insurance Policy allows the owner of the vehicle to ply the vehicle in contravention of any provision of law. Thus, this Court is of the considered opinion that due to non-availability of the fitness certificate, it can be safely said that the vehicle was being used contrary to the provisions of law, and since, the insurance policy is required under Section 147 of the Motor Vehicles Act, therefore, it cannot be said that Insurance Policy is a private contract of insurance between the driver and the Insurance Company, but in fact it is the statutory requirement.

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14. Section 146 of Motor Vehicles Act, 1988 provides that no person shall use, except as a passenger, or cause or allow any



other person to use, a motor vehicle in a public place, unless there is in force in relation to the use of the vehicle by that person or that other person, as the case may be, a policy of insurance complying with the requirements of this Chapter. Thus, for use of a vehicle, an insurance policy is necessary and for use of a transport vehicle, not only it is required to be registered, but it should have fitness certificate apart from permit. Thus, fitness certificate cannot be read in isolation from other provisions of Motor Vehicles Act, 1988.

15. Thus, in absence of fitness certificate, the Insurance Company would not be liable to indemnify the insured.”

9. Taking into consideration the fact that the owner of the vehicle failed to establish that the offending vehicle had a valid fitness certificate, the learned Tribunal has rightly fastened the liability with the driver and owner and directed the Insurance Company to first satisfy the award and thereafter recover the same from the driver and owner of the offending vehicle, therefore, I do not find any good ground to interfere with the findings recorded by the learned Tribunal.
10. Accordingly, this appeal fails and is hereby **dismissed**.

Sd/-

(Rakesh Mohan Pandey)
Judge

Nimmi