



2026:AHC-LKO:20955

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

FIRST APPEAL FROM ORDER No. - 90 of 2016

United India Insurance Company Ltd.Lko.Thru
Dy.Manager

.....Appellant(s)

Versus

Smt. Suman Singh And Another

.....Respondent(s)

Counsel for Appellant(s)	:	Tarun Kumar Misra	
Counsel for Respondent(s)	:	Saima Khan, Agendra Sinha, Fakhrunnisa, Mamta Pandey	

Court No. - 20

HON'BLE PRASHANT KUMAR, J.

1. Heard Shri Tarun Kumar Mishra, learned counsel for the appellant as well as Ms. Saima Khan, learned counsel for the claimant/respondent and perused the record.
2. The instant appeal has been preferred against the judgment and award dated 28.10.2015 passed by the Motor Accident Claims Tribunal/Additional District Judge, E.C. Act, Lucknow (hereinafter referred to as the 'Tribunal') in M.A.C.P. No.251 of 1998.
3. Brief facts of the case are that on 23.03.1998 one Anil Singh, who was working as Security Guard, was returning home with his friend namely Ramesh Kumar Tiwari. On around 10:30pm., one scooter bearing registration no.UP78P7371, which was being driven rashly and negligently, dashed into Anil Singh as a result of which, he sustained serious head injuries and subsequently succumbed to the same. At the time of alleged accident, the deceased was 30 years old. A first information report was lodged with regard to the alleged accident. Thereafter the wife of the deceased preferred a claim petition before the Tribunal, wherein written statement was filed by the owner of the offending vehicle and the Insurance Company.
4. The Tribunal after hearing parties and perusing documentary evidence framed following issues:

"1- Whether the accident took place on 23-3-98 at about 10-30 P.M. near H.P. Petrol Pump, Kanpur Road, Alambagh within P.S. Sarojini Nagar, Lucknow due to the rash and negligent driving of driver of vehicle No Scooter U.P.78- P/7371 causing death of the deceased Anil Singh?

2- Whether vehicle scooter No U.P.78-P/7371 was insured in the office of United India Insurance Co. O.P.No 2 at the time of accident?

3- Whether the driver of vehicle Scooter No U.P. 78-P/7371 was having a valid driving licence at the time of accident?

4- Whether the amount of compensation claimed by the petitioner is excessive?

5- To what relief is the petitioner entitled?"

5. The Tribunal after hearing parties and perusing documentary evidence came to the conclusion that the alleged accident happened on 23.03.1998, wherein the deceased was walking and the offending scooter dashed into him as the result of which, Anil Singh sustained serious head injuries and later on succumbed to the same. The Tribunal further found that the offending vehicle was duly insured and the driver of the offending vehicle had a valid learner licence and accordingly granted a compensation of Rs.1,67,000/- along with simple interest at the rate of 6% vide impugned judgement and order. This order has been assailed by the Insurance Company by means of the instant appeal.

6. Learned counsel for the appellant submits that on the date of the alleged accident, the offending vehicle was being driven by Ramakant Gupta, who did not possess a valid driving licence and was only holding a learner's licence. Since he was only holding a learner's licence, he cannot be said to have been in possession of a valid driving licence so it amounts to a violation of the terms and conditions of the insurance policy. Hence, the Insurance Company is not liable to pay the compensation.

7. To buttress his argument, he placed reliance upon a judgement passed by Hon'ble Supreme Court in the matter of ***New India Assurance Co. Ltd. v. Mandar Madhav Tambe & Ors; (1996) 2 SCC 328***, wherein it has

been held as under:

"15. Apart from the fact that a learner having such a licence would not be regarded as duly licensed, the aforesaid clause in the insurance policy makes it abundantly clear that the Insurance Company, in the event of an accident, would be liable only if the vehicle was being driven by a person holding a valid driving licence or a permanent driving licence "other than a learner's licence". This clause specifically provides that even if Respondent 3 had held a current learner's licence at the time of the accident, the appellant would not be liable. In the present case it is clear that Respondent 3 did not have a permanent learner's licence before the date of the accident and he had held only a learner's licence and it lapsed nearly two years before the accident. The High Court observed that the Act did not contemplate a "permanent driving licence" because a driving licence is valid only for a certain period after which it has to be renewed. This may be so, but the use of the words "permanent driving licence" in the insurance policy was to emphasise that a temporary or a learner's licence-holder would not be covered by the insurance policy. The intention and meaning of the policy clearly is that the person driving the vehicle at the time of the accident must be one who holds a "driving licence" within the meaning of Section 2(5-A) of the Act. This being so, we are unable to agree with the conclusions of the High Court that the appellant was liable to pay the amount which had been awarded in favour of Respondent 1.

16. For the aforesaid reasons, the appeal is allowed but with no order as to costs. Having regard to the condition imposed at the time of the grant of special leave that irrespective of the outcome of this appeal, the amount awarded will be paid by the appellant to the claimants, no other relief can be granted to the appellant."

8. He further submits that a driver holding a learner's licence is required to be accompanied by another person holding a valid driving licence, failing which it would amount to a breach of the terms and conditions of the insurance policy.

9. Per contra, Ms. Saima Khan, learned counsel for the claimant/respondent submits that even assuming that the driver of the offending vehicle had a learner's licence, it will be treated as a valid driving licence. To buttress her argument, she placed reliance upon judgement passed by Full Bench of Hon'ble Supreme Court in the matter of ***National Insurance Co. Ltd. v. Swaran Singh, (2004) 3 SCC 297***, wherein it has been held as under:

"Learner's licence

93. The Motor Vehicles Act, 1988 provides for grant of learner's licence. [See Section 4(3), Section 7(2), Section 10(3) and Section 14.] A learner's licence is, thus, also a licence within the meaning of the provisions of the said Act. It cannot, therefore, be said that when a vehicle is being driven by a learner subject to the conditions mentioned in the licence, he would not be a person who is not "duly licensed" resulting in conferring a right on the insurer to avoid the claim of the third party. It cannot be said that a person holding a learner's licence is not entitled to drive the vehicle. Even if there exists a condition in the contract of insurance that the vehicle cannot be driven by a person holding a learner's licence, the same would run counter to the provisions of Section 149(2) of the said Act."

10. She further submits that the instant appeal filed by the appellant has no merit and is liable to be dismissed.

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

12. It is evident that the deceased Anil Singh, after completing his duty and while returning home, was hit by the offending vehicle, which was being driven rashly and negligently, as a result of which the deceased fell down and sustained serious head injuries and later on succumbed to the same. Thereafter a claim petition was filed by the wife of the deceased before the Tribunal and the Tribunal after perusing the evidence led by the parties and arguments raised by the parties came to the conclusion that the deceased died because of the accident and at the time of alleged accident, the offending vehicle was duly insured and the driver of the vehicle had a valid learner's licence. The Tribunal further held that, as per the statements of the witnesses, there were two persons sitting on the offending scooter. This fact has not been controverted by the Insurance

Company. Hence, the conditions applicable to a person driving a vehicle on a learner's licence were duly complied with.

13. Hon'ble Supreme Court, in the case of **Swaran Singh** (*supra*) held as under:

"Learner's licence

93. *The Motor Vehicles Act, 1988 provides for grant of learner's licence. [See Section 4(3), Section 7(2), Section 10(3) and Section 14.] A learner's licence is, thus, also a licence within the meaning of the provisions of the said Act. It cannot, therefore, be said that when a vehicle is being driven by a learner subject to the conditions mentioned in the licence, he would not be a person who is not "duly licensed" resulting in conferring a right on the insurer to avoid the claim of the third party. It cannot be said that a person holding a learner's licence is not entitled to drive the vehicle. Even if there exists a condition in the contract of insurance that the vehicle cannot be driven by a person holding a learner's licence, the same would run counter to the provisions of Section 149(2) of the said Act.*

94. *The provisions contained in the said Act provide also for grant of driving licence which is otherwise a learner's licence. Sections 3(2) and 6 of the Act provide for restriction in the matter of grant of driving licence, Section 7 deals with such restrictions on granting of learner's licence. Sections 8 and 9 provide for the manner and conditions for grant of driving licence. Section 15 provides for renewal of driving licence. Learner's licences are granted under the Rules framed by the Central Government or the State Governments in exercise of their rule-making power. Conditions are attached to the learner's licences granted in terms of the statute. A person holding learner's licence would, thus, also come within the purview of "duly licensed" as such a licence is also granted in terms of the provisions of the Act and the Rules framed thereunder. It is now a well-settled principle of law that rules validly framed become part of the statute. Such rules are, therefore, required to be read as a part of the main enactment. It is also a well-settled principle of law that for the interpretation of statute an attempt must be made to give effect to all provisions under the rule. No provision should be considered as surplusage.*

95. *Mandar Madhav Tambe case [(1996) 2 SCC 328 : 1996 SCC (Cri) 307]*, whereupon the learned counsel placed reliance, has no application to the fact of the matter. There existed an exclusion clause in the insurance policy wherein it was made clear that the insurance company, in the event of an accident, would be liable only if the vehicle was being driven by a person holding a valid driving licence or a permanent driving licence "other than a learner's licence". The question as to whether such a clause would be valid or not did not arise for consideration before the Bench in the said case. The said decision was rendered in the peculiar fact situation obtaining therein. Therein it was stated that "a driving licence" as defined in the Act is different from a learner's licence issued under Rule 16 of the Motor Vehicles Rules, 1939 having regard to the factual matrix involved therein.

96. The question which arises for consideration in these petitions did not arise there. Neither was the same argued at the Bar nor were the binding precedents considered. *Mandar Madhav Tambe case [(1996) 2 SCC 328 : 1996 SCC (Cri) 307]* therefore, has no application to the facts of these cases nor creates any binding precedent. The view we have taken is in tune with the judgments rendered by different High Courts consistently. (See for example *New India Assurance Co. Ltd. v. Latha Jayaraj* [1991 ACJ 298 (Ker)].)

110. (viii) *If a vehicle at the time of accident was driven by a person having a learner's licence, the insurance companies would be liable to satisfy the decree."*

14. Hon'ble Supreme Court, in the case of **Swaran Singh** (*supra*), has distinguished the earlier judgement in the matter of **Mandar Madhav Tambe** (*supra*) and has clearly held that under the Motor Vehicles Act, 1988, a learner's licence is also a licence within the meaning of the provisions of the said Act. It cannot, therefore, be presumed that the driver of the vehicle did not possess a valid licence. The Hon'ble Supreme Court further held that the Insurance Company cannot avoid its liability towards a third party merely on the ground that the driver of the vehicle was holding only a learner's licence. Hon'ble Supreme Court has

also held that even if there exists a condition in the contract of insurance that the vehicle cannot be driven by a person holding a learner's licence, the same would run counter to the provisions of Section 149(2) of the said Act.

15. In view of the above, this Court does not find any illegality or irregularity in the impugned judgement and award dated 28.10.2015 passed by the Tribunal in M.A.C.P. No.251 of 1998.

16. The instant appeal *sans* merit and is accordingly **dismissed**.

(Prashant Kumar,J.)

March 24, 2026

Anupam S/-