

(2008) 07 KL CK 0063
High Court Of Kerala
Case No: M.A.C.A. No. 172 of 2003

Prabhakaran P.P.

APPELLANT

Vs

James and Others

RESPONDENT

Date of Decision: July 15, 2008

Acts Referred:

- Motor Vehicles Act, 1988 - Section 2(21)

Citation: (2009) ACJ 882 : AIR 2008 Ker 229 : (2008) 3 ILR (Ker) 724 : (2008) 3 KLJ 246

Hon'ble Judges: V.K.Mohanan, J; C.N. Ramachandran Nair, J

Bench: Division Bench

Advocate: P. Vijaya Bhanu, for the Appellant; Joe Kalliath, for the Respondent

Final Decision: Allowed

Judgement

C.N. Ramachandran Nair, J.

This is an appeal filed by the registered owner of the Tractor, which was involved in the accident that led to death of a child and award of compensation in favour of the parents. The accident was caused by 3rd respondent, who had a licence to drive light motor vehicles. The accident occurred on 17/11/1995. The MACT noticed that at the time of accident, the driver was authorised to drive only light motor vehicles and it is thereafter he got an endorsement in the licence that he was authorised to drive tractor with effect from 18/01/1996 to 17/01/1999. Since the endorsement in the driving licence authorising the licence to drive tractor was made after the date of accident, the Tribunal held that the Insurance Company after remitting compensation can recover the amount from the owner of the tractor as it was entitled to disown liability under the policy for want of licence for the driver of the vehicle, who caused the accident.

2. Learned Counsel for the appellant contended that a light motor vehicle licence is sufficient to drive a tractor, the unladen weight of which is below 7500 Kgs. as per Section 2(21) of the Motor Vehicles Act. Section 2(21) of the Motor Vehicles Act, the

definition clause of light motor vehicle, is extracted hereunder:

Section 2(21): "light motor vehicle" means a transport vehicle or omnibus the gross vehicle weight of either of which or a motor car or tractor or road-roller the unladen weight of any of which, does not exceed 7500 kilograms.

3. It is very clear from the above that tractor is treated as a light motor vehicle, if the unladen weight of it is below 7500 Kgs. There is no case for the 4th respondent that the tractor, which was driven by 3rd respondent and involved in the accident, has unladen weight above 7500 Kgs. Since the definition clause of light motor vehicle covers tractor also, a licence generally issued to drive light motor vehicle is sufficient to drive tractor also, if the unladen weight of which is below 7500 Kgs. It is also pertinent to note that later the licence was modified authorising licensee to drive tractor also with effect from a particular date. There is nothing to indicate that the licensing authority got a driving test done for driving tractor before the said endorsement is made in the licence. Even though different types of motor vehicles answer the description of "light motor vehicles" as defined in the Motor Vehicles Act, there is no provision to conduct driving test for each and every type of vehicle falling under the common description of "light motor vehicle" before a licence is issued. In other words, a person holding a licence to drive light motor vehicle can drive any motor vehicle falling within the definition of "light motor vehicle" with the licence obtained by him. So much so, the appellant's driver, who has a light motor vehicle licence at the time of driving the tractor, which caused the accident, cannot be said to have driven the tractor without a driving licence.

4. Therefore, we are of the view that the finding of the MACT that the licence held by 3rd respondent for driving light motor vehicle authorised him to drive tractor, only with effect from the date of endorsement specifically covering tractor in the licence is incorrect. We feel this endorsement was absolutely unnecessary, and even without the endorsement, 3rd respondent was entitled to drive tractor during the period his light motor vehicle licence was valid. Since admittedly, 3rd respondent had licence to drive light motor vehicle at the time of the accident, the Insurance Company is bound to honour the policy and give compensation to the victim. The appeal is, therefore, allowed vacating the direction of the MACT authorising the Insurance Company to recover the amount from the appellant.