Before Amarjeet Chaudhary and V.S. Agarwal, JJ.

National Insurance Company Ltd.,—*Appellant*

versus

Surinder Kaur & others,—*Respondents*

FAO No. 2331 of 1996

25th November, 1997

Motor Vehicles Act, 1988—S.149(2) a(ii)—Driving Licence aplied for in respect to a car/scooter—Motor Vehicles Act makes clear distinction between motor car and tractor—Licence for driving car cannot be taken to be one for tractor—Even if tractor is insured, liability cannot be fastened on Insurance Company as driver did not have licence to drivee tractor—Appeal allowed.

Held that, the Motor Vehicles Act, 1988 makes a clear distinction between a motor car and a tractor. Both may be light motor vehicles. But when the licence was applied and granted for scooter and a car, it cannot be taken to be one for a tractor. The learned Tibunal was patently in error in thus concluding to the contrary. It is obvious from the findings that Harbans Singh did not have any licence to drive the tractor. Even if the tractor thus was insured, it will not fasten any liability on the appellant.

(Para 10)

Motor Vehicles Act, 1988—Ss. 2(24) and (44)—Definition—Motor car—Tractor—Not the same thing.

Held, that in the definition of motor car, the tractor is not included. It may be light motor vehicle for purposes of sub-section (24) of Section 2 of the Act. But it will not be a motor car as explained above, because of the definition of the said expression under sub section (24) of Section 2. These findings get support from the fact that expression "tractor" has specifically been defined under sub/section (44) of Section 2 which means a motor vehicle which is not itself constructed to carry any load other than equipment used for purpose of propulsion. Indeed it is clear beyond any pale of controversy that a motor car is not a tractor.

(Para 8)

B.S. Wasu, Advocate, *for the Appellant.*

J.S. Kahlon, Advocate, *for the Respondent.*

JUDGMENT

V.S. Aggarwal, J.

(1) National Insurance Company Limited (hereinafter described as 'the appellant') assails the award of the Motor Accidant Claims Tribunal, Barnala dated 4.4.1996. By virtue of the impugned award the learned Tribunal awarded a compensation of Rs. 1,92,000/- alongwith interest at the rate of 12 per cent per annum from the date of the award till its realisation. The award was passed against respondents Harbans Singh and Gurcharan Singh besides the appellant. Their liability was held as joint and several. The amount of the award was to be shared which is not relevant for purposes of the present appeal.

(2) The relevant facts are that on 12.5.1994 Pashaura Singh met with an accident. He was going on his bicycle from village Chanawal to village Raiser to his house. When he was on the way in the area of village Chananwal, at about 9.00 P.M. he met with an accident. Harbans Singh was driving tractor No. PB-13-B-2009. It struck against the bicycle of Pashaura Singh. The tractor was insured with the appellant. As a result of the impact, Peshaura Singh was injured and breathed his last. Shinder Kaur, Amarjit Kaur, Paramjit Kaur, Rajpal Kaur, Kuldeep Singh and Hardeep Singh being the heirs of the deceased filed a claim petition for compensation under Sections 140 and 166 of the Motor Vehicles Act, 1988 (for short 'the Act'). The deceased was aged about 35 years and it was claimed that he was earning about Rs. 2,000 p.m. by working as an agricultural labour.

(3) The petition had been contested. Gurcharan Singh, Bachan Singh and Karnail Singh had been arrayed as parties being the owner of the tractor while Harbans Singh as mentioned above was stated to be the driver of the said tractor. In the joint written statement, they denied most of the assertions and it was pointed that first information report had been lodged with a *mala fide* intention to claim compensation. The factum that there was an accident with the tractor was denied and consequently liability to pay the compensation also was denied.

(4) The appellant-Insurance company filed a separate reply. It was admitted that the said tractor had been insured with the

appellant with effect from 22nd December, 1993 to 26th December, 1994. It was denied, however, that the said tractor was involved in any accident.

(5) The learned Tribunal framed the issues and parties were permitted to lead the evidence. It was concluded by the Tribunal that the deceased died on account of the rash and negligent driving of Harbans Singh who was driving the said tractor. It was further held that Shinder Kaur and others were the legal representatives of the deceasesed. The Tribunal with respect to the plea that Harbans Singh did not have a valid driving licence to drive the cracto held that the licence had been issued to him to drive a motor vehicle and it includes a tractor. It was further concluded that intention of the parties has to be seen. The application submitted by Harbans Singh for obtaining the driving licence spells out that he had applied for issuance of a driving licence pertaining to light vehicles. Motor car and tractor are covered within the definition of light motor vehicles and consequently, the appellant-insurance company could not wriggle out of the liability to pay the compenstion. With these findings the Tribunal proceeded to calculate the compensation and passed the impugned award. Hence, the present appeal.

(6) Learned counsel for the appellant did not dispute the findings of the Tribunal but assailed the same only on one count namely that Harbans Singh son of Bachan Singh who was driving the tractor did not have the licence to drive the tractor. Consequently, it must be taken that he was driving the vehicle without proper authority or a licence. Being so the appellant cannot be held liable to pay the compensation. In reply thereto it had been contended that the intention of the legislature has to be seen. It is apparent that the intention was to get a licence for driving the light motor vehicles. It included the tractor and by no stretch of imagination, therefore, it should or could be held that Harbans Singh did not have the licence to drive the tractor.

(7) To appreciate the said controversy, reference can well be made to the relevant provisons of the Act. Sub-section (9) of Section 2 of the Act defines the expression "driver" in the following words:—

> "(9) "driver" includes in relation to a motor vehicle which is drawn by another motor vehicle, the person who acts as a steersman of the drawn vehicles."

Similary, sub-section (10) of Section 2 describes the definition of expression "driving licence" as:—

> "(10) "driving licence" means the licence issued by a competent authority under Chapter II authorising the person specified therein to drive, otherwise than as a learner, a motor vehicle or a motor vehicle of any specified class or description."

A conjoint reading of both the above said definitions would show that while a driver means and includes who acts as the steersman of the vehicle but the driving licence has to be obtained and means that it should be issued by the competent authority under Chapter II authorising the person specified therein to drive the vehicle other than a learner, a motor vehicle of any specified class. Chapter II of the Act refers to licensing of drivers of motor vehicles. Under Section 3 of the said Act, it is mandatory that before a motor vehicle can be driven, the driver must have a driving licence. The driving licence has to be with respect to the particular type of vehicle that has to be driver. This is clear from the expression occuring under Section 3 which states "authorising him to drive the Vehicle". Section 3 in this regard reads was under:—

> "3. Necessity for driving licence—(1) No person shall drive a motor vehicle in any public place unless he holds an effective driving licence issued to him authorising him to drive the vehicle; and no person shall so drive a transport vehicle [other than a motor car (or motor cycle) hired for his own use or rented under any scheme made under sub-section (2) of Section 75] unless his driving licence specifically entitles him so to do.
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> (2) The conditions subject to which sub-section (1) shall not apply to a person receiving instructions in driving a motor vehicle shall be such as may be prescribed by the Central Government."

The same conclusion is apparent from sub-section (10) of Section 2 of the Act which clearly prescribes that the licence has to be with respect to drive a specified vehicle of any specified class or description. Consequently it cannot be held that merely one has a driving licence, he can drive any class or description of a vehicle.

(8) As regards the controversy if the driver Harbans Singh had the licence to drive the tractor or not, the trial court referred

to the definition of "Light Motor Vehicles" occuring under sub-Section (21) of Section 2 of the Act. The same reads:—

> "(21) "light motor vehicle" means a transport vehicle or omnibus the gross vehicle weight of either or which or a motor car or tractor or road-roller the unladen weight of any of which, does not exceed (7,500) kilograms."

It certainly shows that it includes a tractor. But in this regard one cannot ignore the definitions of sub-sections (26) and (27) of Section 2 which are also being reproduced below for the sake of facility:—

> "(26) "motor car" means any motor vehicle other than a transport vehicle, omnibus, road-roller, tractor, motor cycle or invalid carriage."
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> "(27) "motor cycle" means a two-wheeled motor vehicle, inclusive of any detachable side-car having an extra wheel, attached to the motor vehicle."

The above quoted definitions clearly indicate that in the definition of motor car, the tractor is not included. It may be a light motor vehicle for purposes of sub-section (24) of Section 2 of the Act. But it will not be a motor car as explained above, because of the definition of the said expression under sub-section (24) of Section 2. These findings get support from the fact that expression "tractor" has specifically been defined under sub-section (44) of Section 2 which means a motor vehicle which is not itself constructed to carry any load other than equipment used for purpose of propulsion. Indeed it is clear beyond any pale of controversy that a motor car is not a tractor.

(9) Reverting back to the facts it is clear that appellant had examined Ashok Kumar a clerk from the Transport Department as RW-2. He has deposed from the record with respect to the licence that had been granted to Harbans Singh. He deposed further that Harbans Singh had applied for issuance of a driving licence with respect to a scooter/car. The original application was submitted in court which is Ex. R-2. He added that a notification had been issued regarding issuance of driving licences pertaining to different vehicles. Ex. R-1 is the copy of the driving licence and as is apparent from perusal of the judgment and a fact which was not disputed before us that driving licence of Harbans Singh was with respect to a scooter and car only. There is no mention that it is pertaining to a light motor vehicle or a tractor. Consequently, we have no

hesitation in concluding that driving licence of Harbans Singh was only with respect to drive scooter and a car only.

(10) In that event respondents' learned counsel as already pointed above has pressed the argument that intention was to get a licence to drive a light motor vehicle and, therefore, it should be so read that the licence was for driving of the tractor also. In our considered opinion the said contention is indeed totally devoid of any merit. While interpreting a statute the plain meaning of the word has to be followed, particularly when there is no ambiguity in interpreting the same. Reference to some of the precedents on the subject would be in the fitness of things. In the case of *Pakala Narayana Swami* v. *Emperor*(1) it was observed:—

> "But in truth when the meaning of words is plain it is not the duty of the Courts to busy themselves with supposed intentions."

Same question was considered by the Supreme Court in the case *Shri Ram* v. *The State of Maharashtra* (2). In paragraph 8 the fundamental rule of interpretation of statutes was described to be:—

> "One of the fundamental rules of interpretation is that if the words of a statute are in themselves precise and unambiguous "no more is necessary than to expound those words in their natural and ordinary sense, the words themselves in such case best declaring the intention of the legislature."

Similary while interpreting the Payment of Bonus Act, 1965 in the case of *Anandii Haridas and Co. Pvt. Ltd.* v. *Engineering Mazdoor Sangh and another* (3), the view point was the same and the Court concluded:—

> "9. As a general principle of interpretation, where the words of a statute are plain, precise and unambiguous, the intention of the Legislature is to be gathered from the language of the statute itself and no external evidence such as Parliamentary Debates, Reports of the Committees of the Legislature or even the statement made by the Minister on the introduction of a measure

1. A.I.R. 1939 P.C. 47
2. A.I.R. 1961 S.C. 674
3. A.I.R. 1975 S.C. 946

> or by the framers of the Act is admissible to construe those words. It is only where a statute is not exhaustive or where its language is ambiguous, uncertain, clouded or susceptible or more than one meaning or shades of meaning, that external evidence as to the evils, if any, which the statute was intended to remedy, or of the circumstances which led to the passing of the statute may be looked into for the purpose of ascertaining the object which the Legislature had in view in using the words in question."

The Constitution Bench in the case of *Chief Justice of Andhra Pradesh and another* v. *L.V.A. Dikshitulu and others* (4) provided the following guidelines:—

> "The primary principle of interpretation is that a constitutional or statutory provision should be construed "according to the intent of they that made it" (Coke). Normally, such intent is gathered from the language of the provision. If the language or the phraseology employed by the legislation is precise and plain and thus by itself, proclaims the legislative intent in unequivocal terms, the same must be given effect to regardless of the consequences that may follow. But if the words used in the provision are imprecise, protean, or evocative or can reasonably bear meaning more than one, the rule of strict grammatical construction ceases to be a sure guide to reach at the real legislative intent. In such a case, in order to ascertain the true meaning of the terms and phrases employed, it is legitimate for the court to go beyond the arid literal confines of the provision and to call in aid other well-recognised rules of construction, such as its legislative history, the basic scheme and framework of the statute as a whole, each portion throwing light on the rest, the purpose of the legislation, the object sought to be achieved, and the consequences that may flow from the adoption of one in preference to the other possible interpretation."

Same was the view in the case of *Dr. Ajay Pradhan* v. *State of Madhya Pradesh and others*(5), and also subsequently in the case

4. A.I.R. 1979 S.C. 193
5. A.I.R. 1988 S.C. 1975

of *Mangalore Chemicals Fertilisers Ltd.* v. *Deputy Commissioner of Commercial Taxes and others* (6). The Court held:—

> "The choice between a strict and a liberal construction arises only in case of doubt in regard to the intention of the Legislature manifest on the statutory language. Indeed, the need to resort to any interpretative process arises only where the meaning is not manifest on the plain words of the statute. If the words are plain and clear and directly convey the meaning, there is no need for any interpretation.
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> " Thus it is abundantly clear from what has been held above that when the language is clear and plain, the statute has to be interpreted accordingly. Literal meaning has to be given. In such like circumstances the intention has not even to be looked into. It has already been discussed above that the Motor Vehicle Act, 1988 makes a clear distinction between a motor car and a tractor. Both may be light motor vehicles. But when the licence was applied and granted for scooter and a car, it cannot be taken to be one for a tractor. The learned Tribunal was patently in error in thus concluding to the contrary.

(11) It is obvious from the findings arrived at above that Harbans Singh did not have any licence to drive the tractor. Even if the tractor thus was insured, it will not fasten any liability on the appellant. To the same effect is the decision of this Court in the case of *Ram Narain and another* v. *Samitra Devi and others*(7).

(12) As an off shoot of these reasons, therefore, the appeal of the appellant is allowed. The award of the Tribunal is modified to the extent that appellant will not be liable to pay the compensation.

J.S.T

6. A.I.R. 1992 S.C. 152
7. 1997(2) P.L.R. 578