IN THE HIGH COURT OF MADHYA PRADESH AT JABALPUR

BEFORE

HON'BLE SHRI JUSTICE VIVEK AGARWAL

ON THE 18th OF NOVEMBER, 2026

MISC. APPEAL No. 566 of 2020

CNR No.: MPHC010038982020

HDFC ERGO GENERAL INSURANCE COMPANY LTD.

Versus

RAMDAS KOL AND OTHERS

Appearance:

Shri Rakesh Kumar Jain, learned counsel for the appellant.

None for the respondents.

ORDER

This Miscellaneous Appeal is filed by the insurance company being aggrieved of the award dated 24/10/2019, passed by learned Motor Accidents Claims Tribunal, Katni (M.P.), in MACC No.02/2016, on the ground that in para-29 learned Claims Tribunal has discussed and it is admitted by the owner of the offending vehicle namely Shri Anil Joshi that there was no license for carrying hazardous substances in the vehicle. Thus, it is submitted that learned Claims Tribunal has erroneously applied the principal of law laid down in the case of **Mukund Dewangan Vs. Oriental Insurance Company Limited, (2017) 14 SCC 663** and has granted compensation. It is fairly submitted that instead it should have been an award of pay and recover.

2. Nobody is appearing on behalf of the respondents, though served.

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3. After hearing learned counsel for the insurance company and on going through the record, it is evident that Section 14(2) of the Motor Vehicles Act, 1988 provides that *provided that in the case of licence to drive a transport vehicle carrying goods of dangerous or hazardous nature be effective for a period of three years and renewal thereof shall be subject to such conditions as the Central Government may prescribe.*

4. Rule-9 of the Central Motor Vehicles Rule, 1989 deals with minimum training and language comprehension requirement for drivers of goods carriages carrying dangerous or hazardous goods. Rule 9(1) reads as under :

> (1) One year from the date of commencement of Central Motor Vehicles (Amendment) Rules, 1993, any person driving a goods carriage carrying goods of dangerous or hazardous nature to human life shall, in addition to being the holder of a driving licence to drive a transport vehicle, also has the ability to read and write at least one Indian language out of those [specified in the VIII Schedule of the Constitution] and English and also possess a certificate of having successfully passed a course consisting of following syllabus and periodicity connected with the transport of such goods:

Period of training	3 days
Place of training Syllabus	At any institute recognized by the State Government
A. Defensive driving Questionnaire Cause of accidents Accidents, statistics Driver's personal fitness, Car condition Braking distance, Highway driving, Road/Pedestrian	Duration of training for A & B – 1 st and 2nd day

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crossing, Railway crossing, Adapting to weather	
Head-on collision Rear-end collision Night driving Films and discussion	
B. Advanced driving skills and training i. Discussion Before starting During driving Before stopping After stopping [Night driving	-Check list -outside/below/near vehicle -product side -inside vehicle -correct speed/gear -signalling -lane control -overtaking/giving side -speed limit/safe distance -driving on slopes -safe stopping place, signaling, road width, condition -preventing vehicle movement -wheel clocks -vehicle attendance -mandatory lighting requirements -headlamp alignment

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ii. Field test/training	-use of dipped beam] -1 driver at a time
C. Product safety UN Panel Product Information Emergency Procedure	-UN classification Duration of -Hazchem Code training for (C) -Toxicity -flammability Third day Other definitions -Tremcards -CIS/MSDS -Importance of temperature Pressure, level -Explosive limits -Knowledge about equipment -Communication -Spillage handling -Use of PPE -Fire fighting -First Aid -Toxic release control -Protection of wells, rivers, lakes, etc. -Use of protective equipment -Knowledge about valves etc.]

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5. Rule- 9(3) of the Central Motor Vehicles Rules, 1989 reads as under :

> (3) The licensing authority, on receipt of the application referred to in sub-rule (2), shall make an endorsement in the driving licence of the applicant to the effect that he is authorised to drive a goods carriage carrying goods of dangerous or hazardous nature to human life.

6. Thus, it is evident that there is a special qualification prescribed to hold a driving license and to obtain an endorsement to drive the vehicle required to carry hazardous goods, and in absence of such endorsement, insurance company cannot be held only liable.

7. As far as **Mukund Dewangan (supra)** is concerned, that case is on a different footing. Ratio of case-law laid down in the case of **Mukund Dewangan (supra)** is that if a LMV as defined under the Motor Vehicles Act under Section 2 (21) is being used for transport purpose, then mere absence of endorsement on the driving license to drive a non-transport vehicle will not entitle the insurance company to repudiate the claim.

8. When this ratio of law laid down in the case of **Mukund Dewangan (supra)** is taken into consideration, then fact of the matter is that no special qualifications have been provided either under the Motor Vehicles Act or under the Central Motor Vehicles Rules, 1989 to drive a LMV as a transport vehicle whereas in the case of hazardous goods, specific qualifications have been prescribed under Rule 9, therefore, that aspect should have been taken into consideration by the learned Claims Tribunal. But, it appears that it was not placed before the learned Claims Tribunal that this distinction exists,

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therefore, the ratio of law laid down in the case of **Mukund Dewangan (supra)** will not be applicable.

9. However, the ratio of law laid down by Hon'ble Supreme Court in the case of **Chatha Service Station Vs. Lalmati Devi and Others 2025 SCC OnLine SC 756** wherein Hon'ble Supreme Court has directed the insurance company first, to satisfy the award and thereafter, recover it from the owner and driver of the offending vehicle, is fully applicable in the present case.

10. Thus, when tested, then apparently the ratio of law laid down in the case of **Mukund Dewangan (supra)** being not applicable for the reasons stated above, impugned award deserves to be modified and is hereby modified. It is directed that insurance company shall satisfy the award and will be entitled to recover it from the owner, driver of the offending vehicle.

11. With the aforesaid modification, this appeal is disposed of. Record of the Claims Tribunal be sent back immediately.

(VIVEK AGARWAL)
JUDGE

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