# ANAND PRASAD *v.* THE POLICE

[Appellate Jurisdiction (Hammett, P.J.) February 24th, 1956]

*Motor Vehicles (Third Party Insurance) Ordinance, 1948—special reasons for not imposing disqualification.*

The appellant pleaded guilty to the offence of using a motor vehicle the use of which by him was not covered by any insurance against third party risks, contrary to section 4 (1) and (2) of the Motor Vehicles (Third Party Insurance) Ordinance, 1948, before the Magistrate at Lautoka.

The Magistrate fined the appellant £5 and disqualified him from holding a driving licence for 12 months.

The facts of the matter appear in the judgment.

**HELD.**—In the circumstances, the appellant's belief that his car was insured was not based upon reasonable grounds and therefore this would not be a special reason for not disqualifying the appellant from driving.

Cases referred to:—

*Rennison v. Knowler* [1947] 1 A.E.R. 302.

*D. S. Sharma* for the appellant.

*Justin Lewis,* Acting Solicitor-General, for the respondent.

**HAMMETT, P. J.**—The relevant portion of section 4 (2) of the Motor Vehicles (Third Party Insurance) Ordinance, 1948, reads as follows:—

> " . . . and a person convicted of an offence under this section shall (unless the court for special reasons thinks fit to order otherwise and without prejudice to the power of the court to order a longer period of disqualification) be disqualified for holding or obtaining a driving licence for a period of twelve months from the date of conviction."

The facts in this case are quite simple.

On the 2nd of November the accused took delivery of a car purchased by his father the previous day. On 3rd November he asked the previous owner if the car insurance was valid and was told that both the car licence and insurance were valid to the end of the year. On 5th November, 1955, the Police stopped the accused when he was driving the car. It was then found that the insurance policy taken out by the previous owner which was in the car had, in fact, expired on 1st November, 1955. Further it had not been transferred from the name of the previous owner.

The learned trial Magistrate was of the opinion that:—

> " 6 (1).—I was of opinion that although the appellant believed he was insured whilst driving this car such belief was not based upon reasonable grounds and therefore this fact cannot be a special reason within the meaning of section 4 of the Motor Vehicles (Third Party Insurance) Ordinance."

In the case of *Rennison v. Knowler* (1947) 1 A.E.R. at p. 304, there appears the following passages in the judgment of *Lord Goddard, C.J.*:—

> " Can, therefore, the fact that a man misapprehends the legal effect of his policy be a special reason ? In our opinion, it would be most dangerous so to hold. The Act requires every person who uses a motor vehicle or causes or permits it to be used on a road to be insured against third party risks. The obvious duty, therefore, of the owner is to see that he is insured and to make himself acquainted with the contents of his policy. He is not obliged to have a motor vehicle, but, if he does, he must see that he has such a policy as the law requires. . . . Belief, however honest, cannot, in our opinion, be regarded as a special reason unless it is based on reasonable grounds."

In my opinion a belief is not based as reasonable grounds if the purchaser of a motor vehicle merely relies on the word of the former owner that the vehicle is covered by Third Party Insurance. It is the duty of the purchaser to examine the Insurance Policy or have it examined by someone independent and literate, who can read it. It is his duty to take the necessary steps to ensure that the insurance cover given by the policy either applied to him or was transferred to him before he actually drives the vehicle.

It may be hard on the appellant in this case to suffer this disqualification from holding a driving licence for 12 months in these circumstances, but it is, however, the clear and unequivocal intention of the legislature that this penalty shall be imposed, save for " special reasons " on persons who use motor vehicles whilst not covered by a policy of insurance, against Third Party risks, for the protection of the public.

The mitigating circumstances in this case such as they were, were obviously taken into account by the learned trial Magistrate when he imposed a comparatively light fine for this offence. In my opinion, however, he was perfectly correct in his decision that these circumstances did not amount to special reasons to refrain from disqualifying the appellant from holding a driving licence for the statutory minimum period of 12 months.

Appeal dismissed.