

**SINGH v SOLIHULL METROPOLITAN BOROUGH COUNCIL
(2007) QBD (Admin)**

**26/2/2007
(Collins J)**

Cases Considered:

Ruiz Bernaldez (1996) All ER (EC) 741,
Telford & Wrekin Borough Council v Ahmed and
Parker [R] v Bradford Crown Court (2006) EWHC 3213 (Admin)

Council Directive 72/166, Council Directive 84/5 and Council Directive 90/232 did not affect criminal liability for an offence of driving without insurance contrary to the Road Traffic Act 1988 s.143.

The appellant driver (S) of a licensed private hire vehicle appealed by way of case stated against the decision of a district judge to convict him of driving without insurance. Two trading standards officers from the respondent local authority had publicly hired S to take them to a destination for a fee.

After completion of the journey and payment of the fee S was presented with a pro forma form that stated that he had committed two offences namely plying for hire contrary to the Town Police Clauses Act 1847 s.45 and driving without insurance contrary to the Road Traffic Act 1988 s.143

S had a valid insurance policy but it specifically excluded public hire. At trial S asserted, inter alia, that as far as the offence under s.143 of the 1988 Act was concerned he had at all material times insurance for third party risks because the case of Ruiz Bernaldez (1996) All ER (EC) 741 required the coverage of compulsory policies of insurance to be absolute as far as third parties were concerned.

The district judge rejected that argument and convicted S of both offences.

The question posed for the opinion of the High Court was whether having convicted S of plying for hire contrary to s.45 of the 1847 Act the judge was correct in law to convict S of driving without insurance and to reject the argument that Bernaldez was binding authority for the submission that S was at all material times insured for third party risks. S contended that, whilst he had no defence in domestic law, because s.143 of the 1988 Act had to be read in conjunction with Council Directive 72/166, Council Directive 84/5 and Council Directive 90/232 and in particular the case of Bernaldez, his insurance could not be annulled by an act of plying for hire that was in breach of a private hire licence.

HELD:

The Directives in question did not have an effect on criminal liability for a domestic offence. The purpose of the Directives was to ensure that potential victims of road traffic accidents would be entitled to be provided for either by the insurer of a driver's policy or if a driver was not insured by the Motor Insurers' Bureau,

Appeal dismissed.

Counsel:

For the appellant: Christopher Gibbons

For the respondent: Tony Watkin

Solicitors:

For the appellant: Mushtaq & Co, (Birmingham)

For the respondent: Local authority solicitor