

KADK400004142023



Presented on : 31.10.2023

Registered on : 02.11.2023

Decided on : 01.08.2026

Duration : 02y/08m/29days

IN THE COURT OF SENIOR CIVIL JUDGE & M.A.C.T

AT : SULLIA, D.K.

PRESENT : SMT.TATTANDA DAMAYANTI SOMAYYA,
B.A.,LL.B.,

Senior Civil Judge & M.A.C.T.,
Sullia, D.K.

Dated on this 1st day of August 2026

M.V.C.No.1656/2023

PETITIONER : **Managing Trustee**
Shree Kurunji Education
Trust [Regd.]
Rep., by power of attorney holder
J. Abdulla Haneef
Aged 40 years
S/o. H.P. Mohammed
Sullia Taluk, D.K. Dist.

-V/s-

RESPONDENT : **1. Divya Roopa Constructions**
No.2- 527[8] Suvarna Arcade
Near Check Post, Bajpe
D.K. District-574142.

2. M/s. Choramandalam
General Insurance Company Ltd.
Mangalore Branch Office
Office No.22, First Floor,
Essel Willcon Corporation
Door No.15-20-1227/45

Bendoorwell Circle, Kankanady
D.K. District-574142.

[Policy No.3379/03151324/000/00]

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Petitioner Rep. By : Sri. Prakash K.P., Advocate
Resp. No.1 Rep.By : Placed Exparte
Resp. No.2 Rep. By : Sri.U.S.Nagaraj, Advocates.
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J U D G M E N T

[DELIVERED ON 01.08.2026]

The petitioner has filed this petition U/Sec.166 of Motor Vehicles Act claiming compensation of Rs.10,00,000/- with interest at the rate of 12% p.a., from the date of accident till realization, for the damages caused to his ambulance in RTA.

2. Brief facts of petitioner's case is that, his power of attorney holder was proceeding towards Mangalore from Sullia on 02.11.2022 at 6.30 p.m., by driving an ambulance bearing No.KA.21.C.1122 on Mani - Mysore National Highway, slowly on the left side of the road. When the ambulance reached near Narahari of Pane Mangalore Village, Bantwala Taluk, the driver of tipper lorry bearing No.KA.19.D.7301 owned by respondent No. 1 suddenly driven his vehicle in a rash and negligent manner with

high speed and dashed to the ambulance. Due to the accident, ambulance bearing No.KA.21.C.1122 was completely damaged. Later it was towed to the police station and thereafter it was towed to the garage by name ESSEM Traveller, Puthiyatheru at Kannur, Kerala by Vishnu Auto Care by paying a sum of Rs.20,000/-. He has spent more than Rs.3,00,000/- for the repair. He has spent Rs.2,50,000/- for engaging and hiring other ambulance for 44 days by paying a sum of Rs.5,000/- per day. Due to which, their medical institution suffered lot of inconvenience. That accident was occurred due to the sole rash and negligence driving of the tipper lorry bearing No.KA.19.D.7301 by respondent No. 1. The respondent No. 2 is the insurer of that vehicle. Hence, he prayed the tribunal to pass an award of Rs.10,00,000/- as damages with interest at the rate of 12% p.a., from the date of accident till realization.

3. After filing of this petition by the petitioner, this tribunal issued notice to the respondents. In response to the service of notice, the respondent No.2 appeared through its counsel and

filed his objections to the main petition. In spite of service of notice, the respondent No. 1 did not appear before the court and hence he was placed *exparte*.

4. The respondent No. 2 filed his objection statement wherein he denied the entire petition averments. Further, he contends that, the accident was occurred entirely due to the negligence of the driver of ambulance bearing number KA.21.C.1122. The drivers of respective vehicles were not holding valid and effective driving licence as on the date of accident. He denied that, the ambulance was completely damaged in the accident. The petitioner has already exhausted his remedy from the insurer of ambulance and hence the above petition is not maintainable. He denied that, the said ambulance was sent to ESSEM traveler Kuthiyathuru of Kerala for repair and he has incurred costs of Rs.3,00,000/- for the repair. He denied that, the petitioner had engaged another ambulance on hire for 44 days by paying Rs.5,000/- per day. Neither the owner nor driver nor the Investigating Officer have reported the alleged accident to the insurance company. Under

these circumstances, the petition is not maintainable. The insurance company is strictly governed by the terms and conditions of the policy issued to the insurer. The petitioner is not entitled to interest more than 6% p.a. Accordingly, the respondent No.2 prayed the tribunal to dismiss the claim against him.

5. On the basis of the pleadings of both the parties, this tribunal has framed the following:

ISSUES

1. Whether the petitioner proves that, on 02.11.2022 at about 6.30 p.m., the power of Attorney holder was proceeding as a driver in an Ambulance Van bearing No.KA.21.C.1122 from Sullia side to Mangaluru side on Mani Mysore National Highway slowly on the left side of the road, when he reached the place called Narahari of Panemangalore village of Bantwala Taluk, a Tipper Lorry bearing Reg. No. KA.19.D.7301 driven by its driver which is parked on the side of the said road suddenly crossed the said road in the rash and negligent manner with great speed and

dashed against the ambulance, due to which the ambulance vehicle is completely damaged and petitioner has suffered the loss of Rs.10,00,000/-?

2. Whether the respondent No.2 proves that, the drivers of the both vehicle have got no valid and effective driving license at the time of accident?

3. Whether the petitioner is entitled for compensation? If so how much? And from whom?

4. Whether the petitioner is entitled for interest? If so, how much?

5. Whether the respondent No.2 proves that, the petitioner has already exhausted his remedy from the insurer of the Ambulance vehicle. Hence, the petition is not at all maintainable?

6. What order or award?

6. In order to prove his case, the petitioner got examined his power of attorney holder by name J.Abdulla Haneef as PW.1 and got marked Ex.P.1 to Ex.P.13 documents. Further, the petitioner got examined one Mahesh as PW.2 and one Aboobakkar as PW.3.

With this, the petitioner closed his side of evidence. On the other hand, the respondent No.2 did not choose to lead his evidence.

7. I have heard the arguments of both the counsels.

8. On the basis of the pleadings, oral and documentary evidence placed before the tribunal, my findings to the above issues are as under:

Issue No.1 : In Partly Affirmative

Issue No.2 : In Negative

Issue No.3 : In Affirmative

Issue No.4 : Yes, at the rate of 6% p.a.

Issue No.5 : In Negative

Issue No.6 : As per final orders for the following:

REASONS

Issue No.1:

9. The petitioner has approached this tribunal claiming compensation of Rs.10,00,000/- with interest at the rate of 12% p.a., from the date of accident till realization for the damages caused to his vehicle in a RTA. In order to prove his case, the power of attorney holder of the petitioner by name J.Abdulla Haneef got examined himself as PW.1 and got marked original GPA as Ex.P.1, true copy of complaint as Ex.P.2, true copy of F.I.R

as Ex.P.3, true copy of spot mahazar Ex.P.4, true copy of rough sketch as Ex.P.5, true copy of I.M.V report as Ex.P.6, true copy of accident report as Ex.P.7, true copy of charge Sheet as Ex.P.8, bill issued by ESSEM traveler designing as Ex.P.9, bill issued by Vishnu auto care as Ex.P.10, notarized copy of his Driving License as Ex.P.11, notarized copy of RC as Ex.P.12, no claim certificate as Ex.P.13 and notarized copy notarial register as Ex.P.14.

10. In order to claim compensation U/Sec.166 of Motor Vehicles Act, the petitioner has to prove that, their ambulance bearing No.KA.21.C.1122 met with a road traffic accident on 02.11.2022 at 6.30 p.m., near Narahari of Pane Mangalur Village, Bantwal Taluk on Mani-Mysore National Highway, when the driver of tipper lorry bearing No.KA.19.D.7301 took a sudden turn to cross the road, hit to the ambulance and as a result, ambulance got damaged.

11. The PW.1 is none other than the driver of ambulance bearing No.KA.21.C.1122, at the time of accident. The petitioner has executed Ex.P.1 power of attorney in his favour of PW.1 to file the

petition and prosecute the same. Accordingly, the PW.1 has led his evidence before the court. Ex.P.2 is the true copy of the complaint given by PW.1 to Bantwal Traffic police on 02.11.2022. In Ex.P2, the PW.1 has narrated the incident in detail as to how the driver of tipper lorry bearing No.KA.19.D.7301 took sudden turn to cross the road, hit to their ambulance bearing No.KA.21.C.1122 on 02.11.2022 at 6.30 p.m., near Narahari Pane Mangalore Village, Bantwal Taluk. Accordingly, the PW.1 requested the police to take necessary legal action against the driver of tipper lorry.

12. On the basis of Ex.P.2, Bantwal traffic police have registered Cr.No. 134/2022 for the O/P/U/Sec.279, 337 of IPC against Chandrasekhar, the driver of KA.19.D.7301 Tipper lorry. In Ex.P.3/FIR, the PW.1 is named as the driver of ambulance. By perusing Ex.P.5 rough sketch, it appears that the ambulance driven by PW.1 was proceeding towards Mangaluru in its right way i.e. on the left side of the road and the Tipper lorry bearing number KA.19.D.7301 took a sudden turn to cross the main road

without giving any signals and as a result, it hit to the ambulance and in that accident, the ambulance was damaged.

13. Ex.P.6 is the true copy of MVA report. At the time of examination, the motor vehicle Inspector noticed certain damages caused to the ambulance as well as the Tipper lorry. After thorough investigation, the Bantwal Traffic Police have submitted charge sheet against Chandrashekar, the driver of Ashok Leyland Tipper Lorry bearing No.KA.19.D.7301 for the O/P/U/Sec.279, 337 of IPC.

14. As per Ex.P.8, the accident occurred due to the negligence of the driver of Tipper lorry, who driven his vehicle to the main road without giving any signals and hit to the ambulance. In the present case, the PW.1 was much cross examined about the genuineness of Ex.P.1 power of attorney executed by the petitioner. In order to prepare the power of attorney, the stamp paper was purchased on 17.08.2023. The accident in question was occurred on 02.11.2022. Execution of its date is mentioned as

01.09.2023. However, the notary has mentioned date of its execution as 18.08.2023.

15. In the present case, the managing Trustee of KVG Education Trust has not appeared before the court to say that, he has not executed power of attorney in favour of PW.1. The PW.1 got examined the notary public by name Aboobakkar J.N., as PW.3. The PW.3 has produced his notarial register and its notarized copy. Copy of Notarial register is marked as Ex.P.14. As per that document, Ex.P.1/GPA was executed on 18.08.2023 vide Sl.No.1188. The same serial number is mentioned on Ex.P.1. Hence, the contentions taken by the respondent No.2 cannot be given much importance.

16. As per Ex.P.6/IMV report, bumper, side door, front side glass frame, dash board and both fenders of ambulance were damaged in the accident. There is no cogent evidence on record to falsify the contents of Ex.P.6. Though, the PW.1 was cross examined in length, nothing worth has been elicited from his mouth, which is favorable to the defense of respondent No.2. The

damages sustained to the ambulance are as a result of RTA. The IO has also noted the damages caused to the ambulance, while drawing Ex.P.4/mahazer.

17. There is no cogent evidence on record to hold that, the accident was occurred due to the negligence of PW.1 or any other person. Hence, actionable negligence can be attributed only against the driver of tipper lorry. Ex.P.9 is the bill issued by ESSEM Traveller designing, Puthiyatheru, Kannur, Kerala. This document bears the particulars such as, name of damaged parts and the costs incurred towards the repair of those vehicle parts. According to this document, the petitioner incurred a sum of Rs.1,15,480/- for the repair of damages caused to the ambulance and Rs.83,000/- towards denting, painting, electrical work and mechanic charges other than repair charges. Ex.P.10 is the bill issued by Vishnu Auto care, Sullia for towing KA.21.C.1122 vehicle to Kannur. As per this document, Vishnu Auto care has collected Rs.20,000/- for towing the vehicle to Kannur for the repair.

18. Surprisingly, in this case, the surveyor attached to the office of insurance company has not surveyed and valued the damages. It appears that, the petitioner got repaired his ambulance without informing his insurance company. Hence, United India Insurance company has issued Ex.P.13 no claim certificate in favour of the petitioner. In such circumstances, it cannot be accepted that, the petitioner suffered loss of Rs.10,00,000/-. Accordingly, I answer issue No.1 in partly affirmative.

ISSUE No.2:

19. The respondent No.2 has taken a contention that, the driver of tipper lorry as well as the driver of ambulance i.e., PW.1 were not holding a valid driving license at the time of accident and hence, the insurance company is not liable to indemnify the insured/respondent No.1. Neither the driver of tipper lorry nor the PW.1 were charge sheeted for the O/P/U/Sec.3 of IMV Act. Except an oral assertion that, the drivers of both the vehicles were not holding valid driving license at the time of accident, the respondent No.2 has not placed any documents to substantiate his defence.

20. Ex.P.11 is the notarized copy of driving license of PW.1. As per this document, the PW.1 was authorized to drive transport vehicle with effect from 21.11.2008 and his driving license is valid up to 22.08.2031. The respondent No.2 has not produced any documents to falsify the contents of Ex.P.11/driving license and Ex.P.8/charge sheet. Hence, the respondent No.2 has failed to prove issue No.2. Accordingly, I answer issue No.2 in Negative.

ISSUE No.5:

21. The respondent No.2 has taken a defence that, the petitioner has already received compensation from his insurer towards Own Damages Claim and hence, this petition is not maintainable. As per Ex.P.12, the petitioner is the registered owner of KA.21.C.1122 ambulance. United India Insurance company is the insurer of that ambulance. United India Insurance company has issued Ex.P.13/No Claim Bonus Certificate, stating that vehicle bearing No.KA.21.C.1122 is insured with it vide policy number 0729023121P108747727 and as on 20.01.2026, no claims were reported under that policy. Hence, it cannot be accepted that, the

petitioner received compensation from his insurer under Own Damages Claim. Accordingly, I answer issue No.5 in Negative.

ISSUE No.3 & 4:

22. In this case, the petitioner has claimed compensation of Rs.10,00,000/- with interest at the rate of 12% p.a., from the date of accident till realization from the respondents. The PW.1 contends that, the petitioner has spent Rs.3,00,000/- towards the repair of ambulance, suffered loss for Rs.2,50,000/- for engaging another ambulance for 44 days at the rate of Rs.5000/- per day and Rs.1,00,000/- towards inconvenience.

23. KVG Education Trust [Regd] is running a medical college & hospital and many educational institutions at Sullia, D.K. The petitioner owns many ambulances for running the hospital. The PW.1 has not produced any documents before the tribunal to show that, they hired another ambulance for 44 days at the rate of Rs.5,000/- per day. He has not named the person, who gave his ambulance on daily rental basis to the petitioner. Hence, it cannot be accepted that, the PW.1 hired ambulance owned by another person for 44 days at the rate of Rs.5000/- per day.

24. The PW.2/Mahesh is the owner of ESSEM travel designing. According to PW.2, the petitioner sent his KA.21.C.1122 ambulance in the month of December 2022 to their workshop for repair. He received Rs.1,94,000/- from the petitioner and accordingly, he has issued Ex.P.9 bill to him. He has identified his signature found on Ex.P.9, which is marked as Ex.P.9[a] & Ex.P.9[b]. During the course of cross examination, the PW.2 stated that, he has got license to run garage but, he does not pay GST towards his business. He admits that Ex.P.9 does not bear license number and GST number of his garage. The PW.2 admits that, they do repair work in their garage but, they purchase the spare parts from other shops. In the present case, neither the PW.1 nor PW.2 produced any bills for having purchased vehicle spare parts from other shops, for the repair of ambulance owned by the petitioner.

25. The PW.2 admits that, he has not issued receipt for having received the amount from the petitioner, covered under Ex.P.9. The PW.2 did not say that, the ambulance of the petitioner was kept in their garage for 44 long days for repair. By considering the damages caused to the ambulance, it can be easily said that, the said vehicle

was not available to 15 days. Due to the accident, the ambulance of the petitioner was extensively damaged and it was repaired at ESSEM travelers.

26. Looking to the damages caused to the ambulance and also repair carried out to it, this tribunal is of the opinion that, the petitioner is entitled for a sum of Rs.1,98,480/- which is covered under Ex.P.9 bill. Due to the non availability of his ambulance for 15 days, the petitioner has definitely suffered inconvenience. By considering all these aspects the compensation is awarded under these heads;

[A].Costs of materials and labour charges for the repair: As per Ex.P.9 the petitioner has spent a sum of Rs.1,98,480/- towards labour charges, replacement of spare parts, electrical works, denting, painting and repair. Hence, he is entitled for a sum of **Rs.1,98,480/-** under this head.

[B].Loss due to non availability of the ambulance and inconvenience: The petitioner is the Managing trustee of KVG Education Trust[Regd], who is running a medical college & hospital and many educational institutions at Sullia, D.K. The petitioner

owns many ambulances for running the hospital. There are no documents before the tribunal to show that, they hired another ambulance for 44 days at the rate of Rs.5,000/- per day. Due to non availability of one of their ambulances for 15 days, he suffered inconvenience and he was to utilize their other ambulance. In these circumstances, it would be just and proper to award a sum of Rs.1500/- per day, which is calculated at **Rs.22,500/-** for a period of 15 days.

[C].Towing charges: The petitioner has spent Rs.20,000/- for towing his vehicle to Kannur garage, owned by PW.2. The Vishnu Auto care has issued Ex.P.10 receipt for Rs.20,000/- towards towing charges of KA.21.C.1122. Hence, the petitioner is entitled to the amount covered under the bill.

27. By considering all these aspects, the petitioner is awarded a sum of **Rs.2,40,980/-** under the following heads.

A.	Costs of materials and labour charges for the repair	Rs.1,98,480/-
B.	Loss due to non-availability of the car and inconvenience	Rs.22,500/-

C.	Towing charges	Rs.20,000/-
TOTAL		Rs.2,40,980/-

In this case, the petitioner has claimed interest at the rate of 12% p.a., from the date of accident till realization. There is no basis to claim such a huge rate of interest. As per the prevailing rate of interest and as per the decisions rendered by the Hon'ble Apex Court and the Hon'ble High Court of Karnataka in various decisions, it is just and proper to award interest at the rate of 6% p.a. from the date of petition till its realization.

28. The respondent No. 2 in his objection statement admitted that, the respondent No. 1 is the owner of KA.19.D.7301 tipper lorry and the said vehicle was insured with it and the policy was in force at the time of accident. The accident was occurred on 02.11.2022. Therefore, it is clear that, the vehicle of respondent No. 1 was duly insured with respondent No. 2 and the policy was in force as on the date of accident.

29. Hence, the respondent No.1 and 2 are jointly and severally liable to pay compensation to the petitioner. The respondent No.2

being the insurer is liable to indemnify the insured and deposit the compensation amount. This Court has allowed I.A.No.1 filed by the petitioner U/Sec.5 of Limitation Act and condoned the delay in filing this petition. By considering all these aspects, I answer issue No.3 and 4 in affirmative.

Issue No.6: For the aforesaid reasons, I proceed to pass the following:

ORDER

Claim petition filed by the petitioner U/Sec.166 of MV Act is hereby partly allowed with costs.

The petitioner is entitled for a compensation of **Rs.2,40,980/-** with interest at the rate of **6% p.a.** from the date of petition till realization.

The respondent No.1 and 2 are jointly and severally liable to pay compensation to the petitioner. The respondent No.2 is being the insurer is directed to deposit the compensation amount within 3 months from the date of passing of the award.

After the deposit of the compensation amount by the respondent No.2, entire amount shall be released in favour of the petitioner immediately.

Advocate's fee is fixed at Rs.2,500/-.

Draw the award accordingly.

01.08.2026

[TATTANDA DAMAYANTI SOMAYYA]
SENIOR CIVIL JUDGE & MACT,
SULLIA, D.K

ANNEXURE

WITNESSES EXAMINED FOR THE PETITIONER:

PW.1 : J Abdulla Haneef
PW.2 : Mahesh
PW.3 : Aboobakkar J.N.

EXHIBITS MARKED FOR THE PETITIONER:

Ex.P.1 : GPA
Ex.P.1[a] : Signature of PW.3
Ex.P.2 : True copy of Complaint
Ex.P.3 : True copy of F.I.R
Ex.P.4 : True copy of spot mahazar
Ex.P.5 : True copy of rough sketch
Ex.P.6 : True copy of I.M.V. report
Ex.P.7 : True copy of accident report
Ex.P.8 : True Charge Sheet
Ex.P.9 : Bill issued by ESSEM
Ex.P.9[a] & [b]: Signature of PW.2
Ex.P.10 : Bill issued by Vishnu Auto care
Ex.P.11 : Notarized copy of Driving License of PW.1
Ex.P.12 : Notarized copy of RC
Ex.P.13 : No claim certificate
Ex.P.14 : Notarized copy of notarial register

WITNESSES EXAMINED FOR THE RESPONDENTS:

NIL

EXHIBITS MARKED FOR THE RESPONDENTS:

NIL

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Dictated on : 30.07.2026

Transcribed on : 01.08.2026

checked on : 01.08.2026

Signed on : 01.08.2026

[TATTANDA DAMAYANTI SOMAYYA]
SENIOR CIVIL JUDGE & MACT,
SULLIA, D.K

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