



**IN THE COURT OF II ADDL. SENIOR CIVIL
JUDGE AND ADDL. MACT., HUBBALLI**

PRESENT:- SMT. DEEPA G. MANERKAR,
B. Com., LL.B., (Spl.)

II ADDL. SENIOR CIVIL JUDGE AND
Addl. MACT., HUBBALLI

DATED THIS 23rd DAY OF JUNE 2026

MVC No.566/2021

PETITIONER : 1. Shri. Ugamraj S/o Keshaji Rathod,
Age: 58 years, Occ: Business,
R/o:# 305, Unique Apartment,
Deshpande Nagar, Hubballi-28.

(By Sri. V.T.Kulakarni, Adv.)

V/S.

RESPONDENTS 1. Sri. Amanullah Khan S/o
Abdulwahab,
Age: 45 years, Occ: Business,
R/o: # 190, Madeena Manzil
Sana College, Shantiniketan
Layout, Amargol,
Bhairidevarakoppa,
Hubballi-25
(Owner of the Lorry bearing
No.KA-25, AB-3339)



2. HDFC ERGO General
Insurance Co.Ltd.,
Represented by its Manager,
Court Circe, Hubballi
(Policy No.211520395
1079900000
Valid up to 05/01/2022)

**(R-1 by Smt. V.K. Patil, Adv.
R-2 by Sri. S.K. Kayakmath, Adv.)**

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|--------------------------------|---|---|
| 1. Nature of the proceedings | : | Grant of compensation on account of damages caused in the Motor Vehicle accident. |
| 2. Institution of the petition | : | 16-12-2021 |
| 3. Recording of the evidence | : | 21-06-2023 |
| 4. Pronouncement of judgment | : | 23-06-2026 |
| 5. Total duration: | : | Year/s month/s Day/s |
| | | 04 06 07 |

JUDGMENT

This petition is filed by the petitioner under Sec.166 of the Motor Vehicles Act praying to award an



amount of Rs.91,036/- on account of damages caused to the car bearing Reg. No.KA-25/MA-2026 belonging to petitioner.

2. The case of the petitioner in brief is:-

That on 29/04/2021 at about 09-00 am petitioner was proceeding in car bearing its Reg.No.KA-25/MA-2026 from Adargunchi towards Kotagunsi when he came near Kundgol Cross and he joined NH-4 road he was driving the same slowly, cautiously and on left side of the road and by abiding all the traffic rules. At that time the driver of Lorry bearing its No.KA-25/AB-3339 was driving it in rashly and negligently so as to endanger to human life and overtook the car of the petitioner suddenly and took left in high speed and dashed to right side of the car of the petitioner, as a result entire front rouse, front bumper and door, running board mirror was damaged. The petitioner has spend Rs.80,636/- towards repair costs and the said vehicle was kept in the garage for more than one month on account of accident and thereby the petitioner had lost Rs.91,036/-. Hence, the petitioner had to incur total loss of Rs.91,036/-. This loss was caused solely



due to the rash and negligent driving of the Lorry which is owned by the respondent No.1, the respondent No.2 is the insurer hence, both the respondents are jointly and severally liable to pay compensation to the petitioner. Hence the petition.

3. After service of notice the respondent No.1 and 2 appeared through counsel, however, the respondent No.1 has not filed any objection.

4. The respondent No.2 has filed written statement denying all the allegations made in the petition. As per section 134 (C) of M.V. Act 1988, it is a mandatory duty of the insured/respondent No.2 herein to furnish the particulars of policy, date, time and place of accident, particulars of injured and the name of the rider and particulars of the driving license but the insured/respondent No.1 herein has not complied with statutory demand. Hence this respondent is not liable to pay any compensation. As per Sec. 158(6) of M.V. Act, 1988, it is a mandatory duty of the concerned Police station to forward all the relevant documents to the concerned insurer within 30 days from the date of the information but the Hubballi South Police station



failed to forward the documents and not complied with the statutory demand. That the amount of Rs.91,036/- with interest and costs claimed by the petitioner the petition is more excessive, exorbitant and exaggerated and the petitioner is not entitled for the same from this respondent. Hence, prayed to dismiss the petition.

5. On the basis of the rival pleadings, on 17-10-2023 the following issues have been framed :-

ISSUES

1. Whether the petitioner proves that on 29-04-2021 at about 9.00 a.m., the petitioner was driving the vehicle bearing No.KA-25/MA-2026 from Adargunchi towards Kotagunshi when he came near Kundgol cross and he was joined N.H.4 road, slowly, cautiously and left side of the road at that time the driver of Lorry bearing No.KA-25/AB-3339 droving rash and negligent manner overtake the petitioner's car and suddenly take left high speed and dashed to the right side of the petitioner and thereby accident occurred? If so, whether the petitioner proves that he has sustained grievous injuries due to alleged accident? **(Deleted)**



2. Whether the petitioner proves that he is entitled for compensation? If so, how much and from whom?
3. What order or award?

However, during the judgment it is noticed to that the present petition is on account of damages to car as such issue No.1 was deleted and is recasted as under:-

1. Whether the petitioner proves that on 29-04-2021 at about 9.00 a.m., when the petitioner was driving his car bearing reg. No.KA-25/MA-2026 from Adargunchi towards Kotagunshi on N.H.4, the driver of Lorry bearing No.KA-25/AB-3339 drove the same in rash and negligent manner and dashed to the right side of the car of petitioner bearing No.KA-25/MA-2026 as a result of the which said car was damaged as alleged in the petition?

6. In order to prove the case of the petitioners, the petitioner got examined himself as PW.1 and got examined one witness as P.W.2 and placed reliance on Ex-P1 to 15(a) documents. Ex.R.1 to 3 have been marked confronted to P.W.1 in cross-examination. The respondent No.2 company got summoned SDA of RTO and examined as R.W.1 and got marked Ex.R.1 to 3



documents. However since invoices are already marked as Ex.R.1 to 3 by confronting to P.W.1, the documents produced by R.W.1 are referred to as Ex.R.1(a) to (d) for the purpose of avoiding complication and inconvenience. The respondent No.2 company got examined its Deputy Manager as R.W.2 and got marked Ex.R.4 to 6 documents.

7. Heard arguments from both side counsels.

8. My findings on the above issues is as under:

Recasted Issue No.1 : In the Affirmative

Issue No.2 : Partly in the
Affirmative

Issue No.3 : As per the final order
for the following:-

REASONS

9. ISSUE No.1: As per the petitioner, on 29/04/2021 at about 09-00 am he was proceeding in car bearing Reg.No.KA-25/MA-2026 from Adargunchi towards Kotagunsi and he was driving the same slowly, cautiously and on left side of the road and by abiding all the traffic rules when he reached near Kundgol Cross and joined NH-4 road, at that time the



driver of Lorry bearing its No.KA-25/AB-3339 was driving it in rashly and negligently so as to endanger to human life and overtook the car of the petitioner suddenly and took left in high speed and dashed to right side of the car of the petitioner, as a result entire front rouse, front bumper and door, running board mirror was damaged. The petitioner has spend Rs.80,636/- towards repair and the said vehicle was kept in the garage for more than one month on account of accident and thereby the petitioner had lost Rs.91,036/-. This damage was caused solely due to the rash and negligent driving of the Lorry bearing No.KA-25/AB-3339 by its driver.

10. In the affidavit filed in lieu of examination in chief P.W.1 has reiterated the petition averments. He as regards this issue is concerned the petitioner has relied upon Ex.P.1 to 8 documents. Ex.P-1 is the certified copy of FIR, Ex.P-2 is the complaint, Ex.P-3 is certified copy of Crime details form, Ex.P-4 is the certified copy of MVA report, Ex.P-5 is the certified copy of Spot Panchanama, Ex.P-6 is the certified copy of charge sheet, Ex.P-7 is the certified copy of



restatement of complainant, Ex.P-8 is the certified copy of MVA report,

11. That one Rahul S/o Ugamchand Rathod has lodged FIS as per Ex.P2, it is on the basis of Ex.P-2 the police registered FIR as per Ex-P1 against the Basavaraj Basavantappa Tanashi for the offences punishable U/Sec.279 of I.P.C. Ex.P.4 is the IMV Report as per which front driver side door i.e., on right side front drivers door damaged, pressed inwards and paint scratched. Ex.P-6 is the certified copy of charge sheet as per which one Malatesh Basavaraj Gandagudi has been charge sheeted for the offences punishable U/ Se. 279 of I.P.C. Ex-P7 is the certified copy of statement given by Rahul S/o Ugamchand Rathod in which it is stated that the charge sheeted accused by name Malatesh Basavaraj Gandagudi stated his name to the complainant as Basavaraj Basavantappa Tanashi in order to escape from repairing the car. Ex.P.8 is the also certified copy of IMV Report in respect of Lorry bearing No.KA-25/AB-3339 in which it is stated that fresh dented and scratched marks on left side end



portion of the front bumper, front left side indicator panel cover is broken.

12. Ex.R.6 is the certified copy of plea of Malatesh Gandagudi in CC No.3287/2021. As per which said Malatesh Gandagudi has pleaded guilty for the offences punishable under Sec.279 of I.P.C. Therefore, when the said Malatesh Gandagudi himself admitted about the commission of offence, no further evidence is required to prove the fact which is undisputed. Based on the evidence oral and documentary, the petitioner has proved on preponderance of probabilities that accident occurred due to rash and negligent act of driver of Lorry bearing Reg. No.KA25/AB-339. Therefore, without any hesitation, I answer issue No.1 in the **Affirmative**.

13. ISSUE No.2: The petitioners have claimed total compensation of Rs.91,036/-. The petitioner who is examined as PW1 has reiterated the averments made in the petition in his chief examination. In support of oral testimony he has produced Ex.P1 to 15 documents. However relevant documents for deciding compensation



are Ex.P.9,12,14 and 15 and Ex.R.1 to 3. Ex. P9 is the receipt issued by Volkswagen Hubballi dated 02.11.2021 in which the total amount of bill is mentioned as Rs.69,090/-. Ex.P12 is the tax invoice dated 30-09-2021 in which the total amount of bill is mentioned as Rs.23,534.96 and Rs.38,840.58/-. Ex.P14 is the one more invoice in which the total amount of bill is mentioned as Rs.38,840.58/-. However, the counsel for the petitioner submitted that Ex.P.12 and 14 are same documents.

14. In the cross-examination of PW1 dated 14.11.2024 Ex.R1 to 3 have been got marked by the counsel for respondent No.2 by confronting them. P.W.1 admits that as per Ex.R3, the parts mentioned in Ex.R1 and 2 have been purchased. Though the claimants to have produced Ex.P9 receipt issued by Kumar Motors Corporation and though PW1 stated that Ex.P14 is the bill which tallies with Ex. P9 however, on perusal of Ex.P14 the total amount is mentioned as Rs.45,555/- but on perusal of Ex.P9, amount is mentioned as Rs.45,555/- + Rs.23,535/- equal to Rs.69,090/-. The said witness admitted that in



Ex.P9 is only document which in hand writing and other documents are computerized. Under such circumstances, the claimant ought to have examined the author of the said document. In Ex.P9 there is no invoice number mentioned against the amount. In the cross-examination of said witness, he admitted that Ex. P12 is a duplicate invoice and he admits that including Rs.45,555/- is shown in Ex.P14 and he admits that if Tax is added to said amount, the total amount does not come as 35,639.54. The said witness has stated that through his account he has paid money to Kumar Corporation and in this regard Ex.P15 bank statement is marked through the said witness as per which Rs.69,090/- is paid to Kumar Motor Corporation whereas on perusal of Ex.P12 and Ex. P14 documents the total amount mentioned in page No.3 of Ex.P12 the total amount page No.2 is mentioned is 23,534.96 and total amount mentioned in page No.4 of Ex.P.12 is shown as 38,840.58 and on the perusal of Ex.P14 the same amount is mentioned and by adding GST and HGST the amount is shown as 45,555/-. However, in Ex.P.12 of Rs.2,949.96 is shown as Tinkering and alignment charges, Rs.2,076.8 is shown as



maintenance service, Rs.446.01 shown as Filterelem, Rs.2,157.01 shown as fuelfilter, Rs.257 is shown as airfilter, Rs.2,941/- is shown as cover, Rs.40/- is shown as distilled water and Rs.3,201.04 is shown as break pads, removal, front brake disc replacement, staring gear replacement. However, the only damages caused to the vehicle of the petitioner the entire front rouse, front bumper and door, running board and mirror was damaged. Under such circumstances, the petitioner cannot claim any amount which he spent such as maintenance, replacement gear or break as detailed above.

15. Therefore, considering the damages caused to the vehicle of the petitioner bearing reg. No.KA-25/MA-2026 and considering the evidence on record, the petitioner is entitled for Rs.23,534.96 + 38,840.58 = 62,375.54 – after deducting Rs.14068.82 (2949.96 - 2076.8 - 446.01 - 2157.01 - 257 - 2941- 40- 3,201.04). The petitioner is entitled for **Rs.48,306.72 rounded off to 48,307/-**.

16. LIABILITY TO PAY COMPENSATION:- The counsel for the respondent No.2 argued that there is a



mention of names of two drivers. In FIR the name of driver is mentioned as Basavaraj @ Basavantappa Tanashi whereas charge sheet has been filed against one person by name Malatesh Basavaraj Gandagudi. However, charge sheet is the conclusive proof to show that said driver mentioned in the charge sheet was driving the said vehicle. That the said driver was only having licence to drive light motor vehicle not holding HMV licence. He also argued that the registered laden weight of the vehicle as stated by RW1 is 11,990 kg whereas, in Ex.R2 the unladen weight of the vehicle is mentioned as 4,660 kg hence, there is no valid DL as on the date of accident therefore, the respondent No.2 company is not liable to pay compensation. On the contrary the counsel for petitioner argued that charge sheet is filed against one Malatesh. But as per the FIR, one Basavaraj @ Basavantappa Tanashi was the driver of the vehicle but RTO has produced driving license of one Basavaraj. In DL it is stated that since 2009 he has experience to drive the vehicle he also argued that the person who has license to drive LMV vehicle can drive HMV vehicle if the laden weight of which does not exceed 7,500 kg as such the driver of the alleged



vehicle was having valid DL as on the date of accident hence, respondent No.2 is liable to compensate the petitioner.

17. As regards validity of license is concerned, the respondent No.2 company summoned the SDA, RTO Dharwad and got examined him as RW1. The said witness has produced the permit particulars of Vehicle bearing Reg. No.KA-25/AB-3339 and history sheet for conductors pertaining to Malatesh Basavaraj Gandagudi. However, the said witness has been subjected to cross-examination by the counsel for the respondent No.2 in which he stated that the license issued was the non-transport LMV licence and the said driver cannot drive the transport vehicle. He further stated that the driver can drive transport vehicle having weight of 7500 kgs. He further stated that the registered laden weight of the vehicle is 11,990 kg and the person to whom they have issued license cannot drive the vehicle having a RLW of 11,990 kg.

18. In the cross examination of said witness by the counsel for petitioner R.W.1 stated that in Ex.R2 the unladen weight of the vehicle is mentioned as 4,660 and if same is deducted from RLW, it comes to 7,330



kg. On perusal of Ex.P.2 which is the permit particulars of vehicle bearing registration No.KA-25/AB-3339 the class of said vehicle is mentioned as medium goods vehicle. The unladen weight of said vehicle is mentioned as 4,660 kgs and registered laden weight is mentioned as 11,990 kgs.

19. In this regard in the cross examination of RW1, he stated that no enquiry was conducted by the respondent No.2 company in order to ascertain whether at the time of said accident the vehicle was loaded or unloaded vehicle. However, whether the vehicle was loaded or unloaded at the time of accident is not relevant. What is relevant is gross weight of the vehicle and the gross vehicle weight should not exceed 7500 kg then it can be considered as a light motor vehicle. In this regard I would like to reply upon decision of Hon'ble Apex Court reported in

**(2017) 14 Supreme Court Cases 663
in Civil Appeal No.5826/2011 with
nos.4068/1969 in between Mukund
Dewangan Vs. Oriental Insurance
Co. Ltd.,** wherein it is held that, A.
Motor Vehicles Act, 1988 - Ss. 10(2)(d)



r/w Ss. 2(21), 2(15) and 2(48) (as amended by Amendment Act 54 of 1994) - License to drive light motor vehicle - When includes license to drive a transport vehicle vehicle (LMV) - What is and if includes a transport vehicle.

Held, "light motor vehicle" would include a transport vehicle as per the weight prescribed in S.2(21) r/w Ss.2(15) and 2(48) - A transport vehicle and omnibus, the gross vehicle weight of either of which does not exceed 7500 kg would be a light motor vehicle and also motor car or tractor or a roadroller, "unladen weight" of which does not exceed 7500 kg. Further, holder of a driving licence to drive class of "light motor vehicle" as provided in S. 10(2)(d) is competent to drive a transport vehicle or omnibus, the gross vehicle weight of which does not exceed 7500 kg or a motor car or



tractor or roadroller, the "unladen weight" of which does not exceed 7500 kg. Central Motor Vehicles Rules, 1989, Rr. 8, 31 & 34 and Forms 4, 6 & 8.

20. However, in the present case since the gross vehicle weight of vehicle bearing registration No.KA-25/AB-3339 is mentioned as 11,990 kgs which is more than 7500 kg hence it cannot be considered as light motor vehicle and as such it cannot be said that the driver of the vehicle was having valid driving licence to drive vehicle in question. As such, it can be safely concluded that the driver in question was not having license to drive the vehicle.

Since there is a violation of policy condition, the respondent No.1 is liable to compensate the petitioner. However, the petitioner is 3rd party and accident has occurred on 29-04-2021 which is prior to amendment to MV Act with effect from 01-04-2022.

21. However, the **Hon'ble Three judges Bench of Hon'ble High Court of Karnataka, in case of New**



India Assurance Co.Ltd., Vs. Yallavva and another
reported in 2020 (2) KCCR 1405 (FB), wherein it is
held as under:-

- i) Having regard to Section 149 (1) read with Section 149 (7) whenever a case falls under Section 149 (2) and the same is successfully established or proved by the Insurance Company, as per the twin tests laid by the Hon'ble Supreme Court in Swaran Singh, nevertheless, the insurer or insurance company is liable to satisfy the award vis -a- vis a third party and is entitled to recover from insured.
- ii) Thus, the rule of pay and recover is applicable in view of the mandate in Section 149 (4) of the Act and even if there is a breach of the terms of the insurance policy, the insurer is bound to satisfy the judgment and award as if it were



a judgment debtor, even if it satisfies the twin tests enunciated by the Hon'ble Supreme Court under Section 149 (4) (a) of the Act.

- iii) If the Insurance Company makes out a case under Section 149 (2) (b) of the Act, then also the Insurance Company has to satisfy the award, as it is the duty of the Insurance Company to indemnify the insured on the basis of the policy of the insurance and even when the contract of insurance itself is void, nevertheless the liability to indemnify the insured would arise and insurer is entitled to recover from the insured.

The petitioner counsel in this regard has relied upon decision reported in **Hon'ble High Court of Karnataka, Dharwad Bench dt:02-12-2024 in MFA No.101956/2024 C/w MFA No.102527/2023, 102533/2023 and 101954/2024 in between Sri.**



Sudheer S/o Suresh Kini and others Vs. Sri. Prakash S/o Basappa Kattimani and another wherein same principle has been laid down.

22. Therefore, even if there is violation of policy conditions in view of the above decision of the Hon'ble High Court of Karnataka, the respondent No.2 cannot be exonerated from paying the compensation to the petitioner who is third party. Therefore, even if there is violation of policy condition, the respondent No.2 has to compensate the petitioner and it can recover the said amount from the owner of the vehicle i.e. respondent No.1. it is already held above that the petitioner is entitled for **Rs.48,307/-**.

23. RATE OF FUTURE INTEREST:- The petitioners have claimed future interest @ 18% p.a. from the date of petition till its realization. Pertaining to rate of interest on the award amount, in the decision between **Vijay Ishwar Jadhav and others V/s Ulrich Belchior Fernandes and another in MFA No.100090/2014 dated: 07.03.2018**, the Hon'ble High Court of Karnataka, Dharwad Bench has held



that “In the absence of any other law relating to interest on judgments, the MACT has to follow the provisions of Sec.34 of CPC. Thus, in the given circumstances of the case, interest at the rate of more than 6% could not have been awarded”. Thus it is clear that an interest at the rate of 6% can only be awarded on the compensation amount as per the above ruling. Hence, the petitioners are entitled for 6% of interest on claim amount from the date of petition till its realization. In view of the above discussion, it is concluded that the petitioner is entitled for total compensation of **Rs.48,307/-**. Accordingly, issue No.2 is answered **partly in the affirmative**.

24. **ISSUE No.3** :- In view of findings on issue No.1 and 2, this court proceeds to pass the following:

~:: **ORDER** ::~

The petition filed by the petitioner U/
Sec.166 of M.V. Act claiming
compensation is hereby partly allowed
with costs.

The petitioner is entitled to the



compensation of Rs.48,307/- with interest at the rate of 6% p.a., from the date of petition till its realization.

The respondent No.2 company is directed to deposit the compensation amount within three months from the date of this order.

The respondent No.2 is at liberty to recover the same from respondent No.1 as per law.

Since the award amount is meager one, on deposit being made, entire amount is ordered to be released in favour of the petitioner.

Advocate fee is fixed at Rs.500/-.

Draw award accordingly.

(Dictated to the Stenographer directly on computer and typed by her, corrected by me and then pronounced in the open court on this the 23rd day of June 2026.)

Sd/-
(Smt. Deepa G. Manerkar)
II Addl. Senior Civil Judge &
Addl. MACT, Hubballi.



~:: ANNEXURE ::~

I. Witnesses examined for the Petitioner:

PW.1 : Sri. Ugamraj K. Rathod
PW.2 : Sri. Rahul U. Rathod

II. Documents Ex.ed by the Petitioners :

Ex.P1 : C.C. of F.I.R.
Ex.P2 : C.C. of Complaint
Ex.P3 : C.C. of Crime details Form
Ex.P4 : C.C. of MVA Report
Ex.P5 : C.C. of spot panchanama
Ex.P6 : C.C. of Charge sheet
Ex.P7 : C.C. of complainant restatement
Ex.P8 : C.C. of MVA report
Ex.P9 : Receipt
Ex.P10 & 13: C.C. of Driving license
Ex.P11 : C.C. of Registration certificate
Ex.P12 : C.C. of Tax invoice
Ex.P14 : C.C. of Tax invoice
Ex.P15 : C.C. statement of account
Ex.P15(a) : Some marked portion.



III. Witnesses examined for the Respondents :

RW.1 : Sri. Yogendrasingh R. Kumadan
RW.2 : Sunil S. Shetty

IV. Documents Ex.ed by the Respondents :

Ex.R.1 : C.C. of Tax invoice
Ex.R.2 : C.C. of Invoice
Ex.R.3 : C.C. of Tax invoice
(ExR.1 to 3 confronted through P.W.1)
Ex.R.1(a) : C.C. of MVA report
Ex.R.1(b) : Authorization letter
Ex.R.1(c) : Permit particulars
Ex.R.1(d) : C.C. of history sheet for conductors
Ex.R.4 : Authorization letter
Ex.R.5 : Insurance policy
Ex.R.6 : C.C. of order sheet in CC No.3287/21

Sd/-

**(Smt. Deepa G. Manerkar)
II Addl. Senior Civil Judge &
Addl. MACT, Hubballi.**