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**IN THE COURT OF THE SENIOR CIVIL JUDGE AND
AMACT AT SAKALESHPURA**

: PRESENT :

**SRI. JAYAPRAKASH V., B.A., L.L.B.,
SENIOR CIVIL JUDGE & AMACT,
SAKALESHPURA**

DATED THIS THE 19th DAY OF JUNE, 2026

M.V.C No.942/2022

Petitioners :

Sri.Vijay Kumar,
S/o late Sanjeeva,
Aged about 22 years,
Present address
Ganadahole Village,
Hebbasale post,
Kasaba Hobli,
Sakaleshpura Taluk.
Old address:
Damanagundi Estate,
Ballupete,
Sakaleshpura Taluk.

(By Sri.A.V.K., Advocate)

V/S

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**Respondents:**

- 1) Sri.Hasinar,
S/o Poker,
No.150/3, Anemahal Village and Post,
Kasaba Hobli,
Sakleshpur Taluk.
(RC owner of vehicle bearing
Reg.No.KA-18-M-9450)
- 2) The Manager,
National Insurance Company Ltd.,
Divisional Office:
Sri Manjunatheswara complex,
Bus stand road,
Hassan-573201
(Policy No.604900312010003607
Validity period 13-09-2020
till 12-09-2021)
- 3) Smt.Poornima,
W/o Sundresh
R/o Ganadahole Village,
Hebbasale Post,
Kasaba Hobli,
Sakleshpur Taluk
- 4) The Manager,
IFCO-TOKIO General Insurance
Company Ltd.,
Shashi Kiran Building,
1st floor,
Shankarmutt road, Shivamogga.

(R1 exparte, R.2 Reptd.by Sri.K.M.S.N.Advocate)**(R3 Reptd.by. Sri.D.J.T. Advocate)****(R4 Reptd.by. Sri.U.M.C. Advocate)**

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Date of Institution of petition	24-06-2022
Nature of Petition	Claim for compensation
Date of commencement of Recording of evidence	11/06/2024
Date of pronouncement of the Judgment	19/06/26
Total Duration	Year/s Month/s Day/s 03 11 25

(JAYAPRAKASH V.)
 SENIOR CIVIL JUDGE & AMACT
 SAKALESHPURA

:J U D G M E N T:

The petitioner has filed the instant petition U/s 166 of MV Act before the Hon'ble Prl.District and Session Judge, Hassan, seeking compensation of Rs.40,00,000/- together with interest at the rate of 18% P.A. from the date of petition till realization, for having sustained injury in road traffic accident. This case is made over to this court on 05-07-2022.

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**2. Petition averments in brief are as under:**

That on 25-07-2021 at about 10-30 p.m deceased by name Vikith S/o Sundresh Gowda of Ganadohole village, Sakaleshpura Taluk has boarded the petitioner as an inmate in his Maruti Omini van bearing Reg.No.KA-09-P-3771 and while he was driving his vehicle on left side of the road in front of the house of one Guddappashetty near Harlekoodige village, the driver of the respondent No.1 who was driven the Mahindra Bolero jeep bearing Reg.No.KA-18-M-9450 in a rash and negligent manner in front of the Maruthi van driven by Vikith and suddenly stopped the said jeep without giving any signal, due to which the deceased Vikith by loosing control over the car and dashed to the rear portion of the Jeep, as a result of which, the petitioner sustained injury and he has been shifted to Crawford government hospital and further to HIMS hospital Hassan, wherein, he took treatment as an inpatient for 12 days and even now he is taking treatment as an out patient.

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3. The petitioner further stated that, due to the said accident the petitioner has sustained fracture to his left leg knee, left hip joint and rod is fixed to the fractured bones through surgery. Due to the said fracture the petitioner is suffering pain and agony. The petitioner has spent more than Rs.3,00,000/- towards medical expenses and since he was bed ridden at the time of treatment, the petitioner has raised more than Rs.2,00,000/- for the maintenance of his family as hand loan. He is in need of further treatment. His family is suffering from financial difficulty.

4. It is further contended that due to the infliction of injuries the petitioner has lost his natural health and has become dependent upon others. He has become permanently disabled, due to which, himself and his family members are facing difficulties for their future. The Respondent No.1 is the owner of the vehicle bearing Reg.No.KA-18-M-9450 and the second respondent is the Insurance Company and at the time of occurrence of the accident the insurance was in force. Petitioner stated that, both the respondents No.1 and 2 are jointly, severally and

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vicariously liable to pay compensation to the petitioners along with interest as claimed in the petition.

5. Despite issuance of notice to Respondent No.1, he failed to appear before the Court, and as such, he has been placed exparte. Further, even though the learned counsel for the respondent No.3 has appeared before the Court he has not filed written statement and hence, the written statement of respondent No.3 is taken as nil.

6. In response to notice issued to Respondent No.2, appeared before the Court through its Counsel and it has filed its written statement, wherein, it is contended that the petition is not maintainable either in law or on facts. The petition is bad for non joinder of necessary parties ie., the insurer and insured of a Maruti Omini bearing Reg.No.KA-09-P-3771 and the driver of a Mahindra Bolero Jeep bearing Reg.No.KA-18-M-9450. The respondent No.2 disputed the age, status and occupation of the petitioner. The quantum of compensation and the rate of interest claimed are highly excessive and exorbitant. The second respondent has further submitted that the driver of the

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Maruthi Omini Van bearing Reg.No.KA-09-P-3771 and driver of a Mahindra Bolero Jeep bearing Reg.No.KA-18-M-9450 did not possess valid and effective driving license to drive their vehicle.

7. It is further submitted that the driver of the Maruthi Omini Van has driven his vehicle in a rash and negligent manner and he himself dashed the backside of the Bolero Jeep and caused the accident. There is delay of 9 days in lodging the complaint and no valid reason has been stated for the said delay. The alleged accident is no way concerned to the Bolero Jeep bearing Reg.No.KA-18-M-9450. The owner of the vehicle would have intimated the alleged accident if such type of accident would have been occurred, which violates the terms and conditions of the policy. It is the mandatory duty of the insured that is the first respondent to furnish the policy particulars as required U/Sec.134 of MV Act and it is the mandatory duty of the concerned police station to forward all the relevant documents to the concerned insured and to the District Court within 30 days from the date of incident as

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required U/Sec.158(6) of MV Act. Hence, on the aforementioned grounds sought to dismiss the petition.

8. In response to the summons issued to the respondent No.4 Insurance Company, it has filed its objections wherein it is contended that the petition is not maintainable either in law or on facts. It is contended that the Maruthi Omini Van bearing Reg.No.KA-09-P-3771 was covered at the material time under the policy of insurance issued by the respondent No.4 in the name of Smt.Poornima W/o Sundresh covering the period from 06-11-2020 to 05-11-2021 subject to the terms and conditions of the policy. The owner as well as driver holds the mandatory duty U/Sec.134 of MV Act 1988 to inform the insurer in writing about the occurrence of accident.

9. The respondent No.4 specifically denies the accident dated 25-07-2021 and involvement of the Maruthi Omini Car bearing Reg.No.KA-01-P-3771 and also rash and negligent act of the driver of the Maruthi Omini Van bearing Reg.No.KA-01-P-3771 as on the date of alleged accident as in the manner which it is pleaded in the

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petition. It is further submitted that Maruthi Omini Van bearing Reg.No.KA-01-P-3771 has been falsely implicated by the petitioner. Further all other averments made in the petition with respect to age, occupation, income of the petitioner injuries sustained and occurrence of the accident as discussed in in the petition are all denied. Since the driver, owner and Insurer of the Bolero pick up bearing No.KA-18-M-9450 are necessary parties to this petition, since they have not been made as a necessary parties to this petition, this petition is bad for non- joinder of necessary parties. Hence sought to dismiss the petition with costs.

10. The following issues have been framed by my learned Predecessor in office on the basis of above rival pleadings:

1. Whether the Petitioner proves that he sustained injuries in the alleged Road Traffic Accident that occurred on 25-07-2021, at about 10.30 P.M. in front of house of Guddappashetty, near Harlekoodige village, Sakaleshpura Taluk, on account of negligent act of driver of the Mahindra Bolero Jeep bearing Reg. No.KA-18-M-9450?

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2. Whether the petitioner proves that he is entitled for the compensation? If yes, how much and from whom?

3. What order or award?

11. Petitioner in order to prove his case, he has been examined as PW.1 and got marked in all 12 documents. On the contrary the respondents in order to disprove the contentions of the petitioners Senior Assistant of the National Insurance Company, Hassan has been examined as RW.1, Dr.Geetha has been examined as RW.2, Rajashekar Laboratory Assistant, HIMS hospital Hassan is examined as RW.3, Girish DYSP of Karnataka Lokayuktha is examined as RW-4, the Manager of IFCO-TOKIO General Insurance Company has been examined as RW.5 and the respondents have got marked documents Exs.R.1 to R.8. The CW-1 has filed chief examination affidavit through court commissioner and has got marked in all 5 documents as per Ex.C.1 to C.5.

12. Heard arguments of both sides.

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**Cases referred:**

13. The learned counsel for the second respondent in support of his arguments he relied on the following citations/judgment:

- 1) ACJ-2006 page No.2771
- 2) KLJ-2012(2) page No.522
- 3) ACJ-2018 page No.1667
- 4) ACJ-2009 page No.2003
- 5) ACJ-2009 page No.2600
- 6) KCCR-2015(1) page No.240
- 7) KCCR-2015(1) page No.350
- 8) MVC No.897/2022

14. The learned counsel for the second respondent in support of his arguments he relied on the following citations:

- 1) Civil Appeal No.2291/2020
- 2) ACJ 2020 page No.98
- 3) ACJ 2020 page No.1211

15. My answers to the above Issues are as under:

ISSUE NO.1: Partly in the Affirmative

ISSUE NO.2: Partly in the Affirmative

ISSUE NO.3: As per final order

for the following:

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**:R E A S O N S:****ISSUE NO.1:-**

16. On 25-07-2021 at about 10-30 p.m deceased by name Vikith S/o Sundresh Gowda of Ganadohole village, Sakaleshpura Taluk has boarded the petitioner as an inmate in his Maruti Omini van bearing Reg.No.KA-09-P-3771 and while he was driving his vehicle on left side of the road in front of the house of one Guddappashetty near Harlekoodige village, the driver of the respondent No.1 who was driven the Mahindra Bolero jeep bearing Reg.No.KA-18-M-9450 in a rash and negligent manner in front of the Maruthi van driven by Vikith and suddenly stopped the said jeep without giving any signal, due to which the deceased Vikith by loosing control over the car and dashed to the rear portion of the Jeep, as a result of which, the petitioner sustained injury and he has been shifted to Crawford government hospital and further to HIMS hospital Hassan, wherein, he took treatment as an inpatient for 12 days and even now he is taking treatment as an out patient.

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17. The petitioner further stated that, due to the said accident the petitioner has sustained fracture to his left leg knee, left hip joint and rod is fixed to the fractured bones through surgery. The petitioner has spent more than Rs.3,00,000/- towards medical expenses. Petitioner stated that, the respondents are jointly, severally and vicariously liable to pay compensation to the petitioners along with interest as claimed in the petition.

18. In order to prove the case of the petitioner himself has been examined as PW-1 and filed chief evidence affidavit in lieu of oral evidence wherein he has reiterated the petition averments and got marked Exs.P1 to P.12.

19. The petitioner to substantiate his contention produced the FIR as Ex.P.1, it discloses that the registration number of the offending vehicle is KA-12-M-3450. The Ex.P.2 complaint also discloses that the registration number of the offending vehicle is KA-12-M-3450. The counsel for petitioner argued that due to oversight the registration number of the Bolero pick up Jeep

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has been wrongly stated in the complaint and FIR as KA-12-M-3450 instead of KA-18-M-9450. He further argued that the IO after investigation filed the charge sheet on the offending vehicle bearing Reg.No.KA-18-M-9450, Mahindra Bolero Jeep. The Ex.P.3 charge sheet discloses that the Mahindra Bolero Jeep bearing Reg.No.KA-18-M-9450 is the offending vehicle.

20. On perusal of the Ex.P.7 seizure mahazar it clearly shows that the police have seized the Bolero Jeep bearing Reg.No.KA-18-M-9450 and in the mahazar it is stated that the registration number of the jeep fixed on the rare side of the jeep is not clearly visible. The mahazar further discloses that the rare side door and mud guard of the said jeep bearing Reg.No.KA-18-M-9450 has been damaged. It is the case of the petitioner is that, while deceased Vikith proceeding in his Maruti Omini car, infront of the said car the driver of the jeep bearing Reg.No.KA-18-M-9450 was driven the said Jeep in rash and negligent manner and stopped the Jeep without any indication/signal. Hence, the deceased Vikith lost control

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over the van and hit to the Jeep from the backside of the jeep bearing Reg.No.KA-18-M-9450. The damage caused to the said jeep itself indicates that the Maruti Omini car driven by Vikith hit to the Jeep bearing Reg.No.KA-18-M-9450 to its backside.

21. On perusal of the Ex.P.11 IMV report of the jeep bearing Reg.No.KA-18-M-9450, discloses the damage of rare right side bumper dent and rare left side tail lamp damage. If really the jeep bearing Reg.No.KA-18-M-9450 is not involved in the said accident the question of damage from the rare side of the said vehicle does not arises. The seizure mahazar Ex.P.8 itself indicates that the registration number of the said Jeep is not visible properly. By this an inference can be drawn that while filing the complaint the complainant has furnished wrong registration number of the Jeep. It is not contention of respondents that, the accident was occurred to the Maruti omini car and jeep bearing Reg.No.KA-12-M-3450. Moreover, the insurance company has not challenged the charge sheet filed against the vehicle bearing Reg.No.KA-18-M-9450. The respondent

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No.2 contended that there is 9 days delay in filing the complaint and no proper reason for delay in filing the complaint is stated by the petitioner.

22. On going through the police document and medical documents shows that after accident the deceased Vikith has been shifted to Sakaleshpura Government Hospital and thereafter he has been shifted to government hospital Hassan, thereafter as per the advise of the doctor deceased Vikith has been shifted to Wenlock Hospital Mangalore. Moreover, the petitioner also sustained injury in the said accident and he has been shifted to Sakaleshpura government hospital and thereafter he has been shifted to government hospital, Hassan. The injury sustained to said Vikith and the petitioner was grievous in nature. Moreover the postmortem report discloses that, Vikith succumbed to the injury on 03-08-2021. This clearly shows that the family members are under grief due to the death of deceased Vikith during those period. Moreover, Ex.P.2 discloses that the friend of late Vikith has filed the complaint before the police station. It appears that the

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family members of deceased were not filed the complaint due to the shock.

23. The respondents examined the IO by name Girish as RW-4, who has conducted part investigation in Cr.No.117/2021. In the cross examination RW-4 deposed that, ASI Papanna has recorded statement of witness and mentioned the vehicle number as KA-12-M-3450. But the respondents not examined the person who has filed FIR and also not examined the IO who has filed charge sheet in the present case. The registration number of the offending vehicle differs in FIR and the charge sheet, therefore the examination of said Papanna and the I.O by name Sri.Chaithanya K.M, who has filed the charge sheet were the right persons to explain the said ambiguity. But the respondents are failed to examine said Papanna or the investigating officer Sri.Chaithanya K.M, who filed the charge sheet. The Manager of IFCO-TOKIO insurance company is examined as RW-5.

24. In the chief examination RW-5 admitted that, the accident has been occurred only due to the negligence of

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the driver of the vehicle bearing Reg.No.KA-18-M-9450. The oral and documentary evidence relied by the petitioner shows that, the accident occurred only between the Maruti Omini car bearing Reg.No.KA-09-P-3771 and the jeep bearing Reg.No.KA-18-M-9450. Though in the complaint and FIR the registration number of the offending vehicle number is wrongly stated as KA-12-M-3450, but there is no documentary evidence to show that the Jeep bearing Reg.No.KA-12-M-3450 involved in the said accident. The charge sheet, IMV report, seizure mahazar clearly shows that the vehicle involved in the alleged accident is the Maruti Omini car bearing Reg.No.KA-09-P-3771 and the Jeep bearing Reg.No.KA-18-M-9450.

25. The petition itself shows that deceased Vikith while proceeding in the Maruti Omini car bearing Reg.No.KA-09-P-3771 near Harlekoodige infront of his Omini car one Mahindra Bolero Jeep bearing Reg.No.KA-18-M-9450 was proceeding in a rash and negligent manner with the high speed and suddenly stopped the said Jeep without giving any signal or indication, as a result, the

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driver of Maruthi Omini van ie., Vikith has lost his control over the van and dashed to the backside of the said jeep. By this an inference can be drawn that the petitioner and Vikith was also proceeding in a Maruthi Omini car on the backside of the alleged Jeep in a high speed without taking caution and maintaining sufficient distance between the said vehicle. If the deceased has taken proper caution and sufficient distance from the vehicle going in-front of his vehicle he would have avoided the accident. By this it clearly shows that there is contributory negligence by deceased Vikith. Hence, this Court answered issue No.1 **“Partly in the Affirmative”**.

ISSUES NO.2:-

26. Now coming to determination of compensation, as per Ex.P.10 wound certificate the petitioner sustained fracture shaft of left tibia and left ankle bimalleolar fracture. PW-1 has deposed that in the accident he has sustained injury on his left tibia and left ankle bimalleolar fracture. Apart from deposition of PW-1, CW-1 doctor who

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treated the claimant has deposed in his evidence that, the claimant has admitted to the hospital on 26-07-2021 with the history of RTA on 25-07-2021. He has examined the claimant and opined that the injury sustained by the claimant is grievous in nature. The petitioner underwent closed reduction and interlocking nailing for left fracture shaft of tibia and CC screw fixation and 1/3rd tubular plate fixation for ankle fracture on 28-07-2021 along with suturing of the wounds, analgesics, tetvac and antibiotic therapy. Further the patient was followed up few times. Thereafter on 22-12-2025 he clinically assessed the physical disability suffered by the claimant at up to 31% disability to his left lower limb. The medical records indicate the claimant sustained fracture shaft of left tibia and fracture of ankle bimalleolar and took treatment. Hence, the claimant is entitled for compensation under the following heads.

Pain and Suffering:

27. The evidence discussed supra indicates the claimant has sustained fracture shaft of left tibia and

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fracture of ankle bimalleolar and took treatment in the HIMS hospital Hassan. The Ex.C.1 the register maintained by Chamarajendra Hospital discloses that, the petitioner to the said hospital on the history of road traffic accident. Since, the claimant has sustained fracture shaft of left tibia and fracture of ankle bimalleolar the claimant suffered pain and agony on account of the injuries sustained in the accident. Taking into consideration of the injury sustained and the treatment taken by the claimant, I am of the opinion that **the claimant is entitled a sum of Rs.25,000/- under the head of pain and suffering.**

Expenses towards treatment:

28. The claimant has produced medical bill as per Ex.P.13 to Ex.P.17 but the said medical bills have been marked subject to objection since the serial numbers and date of the medical bill differs. On perusal of the Ex.P.15 medical bill, it appears that the said medical bill is of the serial No.2945 dated 20-08-2021 but the Ex.P.13 medical bill is of the date of 10-07-2021 and the serial number of the medical bill is 3593. The said medical bills are issued by

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Sri.Kenchamba Medicals. On comparison of Ex.P.13 and 15 it appears that, on the early date i.e., 10-07-2021 the medical bill shows the number of 3593. But in the Ex.P.15 medical bill dated 20-08-2021 the serial number is shown as 2945. If really the petitioner has taken the said medicines then definitely the date of the medical bill of Ex.P.15 should be prior to the date of Ex.P.13. It appears that, the petitioner has created the medical bills for obtaining higher compensation. Moreover, the petitioner has not produced any prescription pertaining to the said bill. Admittedly, petitioner has taken treatment in the government hospital. In the cross examination PW-1 admitted that, in the government hospital the treatment is free of cost. Hence, the medical bills produced by the petitioner marked at Ex.P.13 to 17 cannot be considered without any prescription issued by the doctor who treated him. **Therefore, the claimant is not entitled for any medical expenses.**

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**Loss of future earning:**

29. According to the claimant, prior to the accident the petitioner was doing agriculture but the petitioner has not stated his income and further stated that now on account of accidental injuries he is unable to do any sort of work and suffered loss of income. Except oral testimony of PW-1 the claimant has not produced any documents to show his definite monthly income. The Hon'ble Karnataka State Legal Service Authority has fixed notional income in the absence of any evidence with regard to income. The accident in question in the present case has been occurred in the year 2021. As per the income fixed by the Hon'ble Karnataka State Legal Service Authority, the notional income of the claimant is taken as Rs.15,000/- per month. CW-1 is the doctor who treated the claimant. According to CW-1 the claimant suffered 31% of disability when compared to whole body. According to him the claimant sustained fracture shaft of left tibia and fracture of ankle bimalleolar. According to claimant he is an agriculturist. The injuries sustained by him is fracture shaft of left tibia

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and fracture of ankle bimalleolar. In view of the same the disability as stated by the doctor CW-1 to the whole body at 10.3% is to be taken into consideration.

30. As far as age of the claimant is concerned, the claimant in the petition stated that he is aged 20 years at the time of accident. In the wound certificate the age of the petitioner is mentioned as 20 years. Thus, the multiplier applicable would be 18. Therefore, under loss of future income it comes to Rs.15,000 X 12 X 18 X 10/100= 3,24,000/-. **Thus, the claimant is entitled a sum of Rs.3,24,000/- under the head of loss of future earning.**

Loss of earnings during laid up period:

31. As per the medical records and the evidence of CW-1 shows that, the claimant has admitted to the HIMS hospital, Hassan on 26-07-2021 and discharged on 31-07-2021. Thus, the claimant has admitted to the hospital for a period of 5 days as inpatient. The claimant must have taken rest for another 02 month and also the claimant has also taken follow up treatment. It is just and proper to award two month income under this head., The monthly

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income of the claimant assessed by this court is Rs.15,000/-. Hence, the claimant is entitled for Rs.30,000/- towards loss of earning during laid up period.

Food, nourishment, transportation Etc.,:

32. As discussed above, the claimant was taken treatment as inpatient for 5 day in HIMS Hospital. It appears that the petitioner to approach the said hospital and for follow up treatment and he might have spent money towards conveyance/travelling expenses. Taking into the consideration of nature of the injuries, year of accident, distance to the above hospitals and period of hospitalization of the petitioner, he must have spent more than Rs.5,000/- towards food, nourishment, transportation etc,. Hence, I award Rs.5,000/- towards food, nourishment and transportation etc,. it will meet the ends of justice.

33. Thus the claimant is in all entitled for just and reasonable compensation under various heads as follows:

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Sl.No.	Particulars	Amount Rs.
1	Pain and suffering	25,000-00
2	Medical Expenses	--
3	Food, nourishment and other miscellaneous expenses	5,000-00
6	Loss of earning during laid up period	30,000-00
7.	Loss of future earning capacity	3,24,000-00
	Total Compensation	3,84,000-00

34. The petitioner is entitled for total compensation of Rs.3,84,000/- (Rupees Three Lakh Eighty Four Thousand only) with interest at the rate of 6% per annum from the date of petition till realization.

With regard to Liability :-

35. In so far as liability is concerned, it is to be noted that this court while answering issue No.1 held the

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driver of the Bolero vehicle bearing Reg.No.KA-18-M-9450 and the deceased Vikith are responsible for the said accident. In the present case the respondent No.1 is the owner of the vehicle bearing Reg.No.KA-18-M-9450 and respondent No.2 is the insurer of the Mahendra Bulero Jeep. The judgment relied by respondent No.2 in the connected case in MVC No.897/2022 it is observed that, at the time of accident the deceased Vikith had valid driving license and produced the license of deceased as Ex.P.12 in the said case. It discloses that on the date of accident deceased had valid driving license to drive light motor vehicle. Moreover, in the present case the case has been registered against driver of the Jeep bearing Reg.No.KA-18-M-9450 for the offence Punishable Under Section 279, 304(A) of IPC. Though the respondent No.2 disputed the accident and contended that the petition is bad for non-joinder of necessary party, but the petitioner later impleaded the insurance company of the Maruthi Omini car bearing Reg.No.KA-09-P-3771 and also impleaded the

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owner of the above said Mruthi omini car respondent No.3 and 4.

36. Respondent No.2 and 4 in their written statement disputed that the driver of Maruthi car and the Jeep had no valid driving license to drive the said vehicle. But the petitioner has produced the driving license of the deceased Vikith as Ex.P.12 in MVC.No.897/2022. It appears that on the date of accident the deceased had valid driving license. The respondent No.2 disputed the insurance coverage of the Jeep bearing Reg.No.KA-18-M-9450 as on the date of accident. In the written statement para No.14 the respondent No.2 prays to direct the petitioner to furnish the zerox copy of the policy, to enable the insurance company to proceed with the case with due process of law. The petitioner in the cause title clearly stated the insurance policy number of the Jeep bearing Reg.No.KA-18-M-9450 as 604900312010003607 and the same is effective from 13-09-2020 till 12-09-2021. The accident took place on 25-07-2021. It reveals that the Jeep

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bearing Reg.No.KA-18-M-9450 had valid insurance coverage as on the date of accident.

37. In the written statement respondent No.4 admitted that the said Jeep had valid insurance police at the time of accident. But in the present case neither the petitioner nor the respondents produced the authentic insurance policy of the Jeep bearing No. KA-18-M-9450. But in the present case police have filed FIR only for the offences Punishable Under Section 279 and 304(A) of IPC. The police have not included any offence relating to IMV Act. If really at the time of accident there was no valid insurance coverage to the offending vehicle, then the police would have filed charge sheet for the offence under IMV Act. It indirectly shows that, as on the date of accident the said Jeep had valid insurance coverage.

38. As discussed supra in Issue No.1 there is contributory negligence by the driver of Maruthi Omini bearing Reg.Ni.KA-09-P-3771 and the driver of Bolero jeep bearing Reg.No.KA-18-M-9450. The respondent No.4 in support of his contention examined the Manager of the

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insurance company as RW-5. In the chief examination RW-5 deposed that, the respondent No.4 insurance company has issued insurance policy to the Maruthi Omini car bearing Reg.No.KA-09-P-3771 covering from 06-11-2020 to 05-11-2021 under liability only policy as per the IV Act and subject to terms and conditions of the policy. As per the liability only policy does not covers the occupants of the car. The petitioner herein was an occupant of the car at the time of accident. The Ex.R.8 insurance policy shows that, it is a liability only policy. The owner of the Maruthi Omini car has not paid any premium pertaining to legal liability to the driver, employee or the passenger. Under a liability only policy the occupants of the insured car are not entitled to compensation from the insurance company. A liability only policy is designed to cover legal liabilities for injuries or damages caused to third parties (i.e., people outside the said vehicle and those in other vehicles). Because occupants inside the car are considered internal parties rather than third parties, their injuries are not covered under the liability policy. Therefore, the

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respondent No.4 is not liable to pay any compensation to the petitioner. Since, there is contributory negligent by both vehicle, the respondent No. 3 being the owner of the Maruithi Omini car bearing Reg.No.KA-09-P-3771 is liable to pay 50% of the compensation to the petitioner with interest at the rate of 6% per annum from the date of petition till the date of deposit.

39. The respondent No.1 being the owner of the Jeep bearing Reg.No.KA-18-M-9450 and the respondent No.2 being the insurer of the offending vehicle are jointly and severally liable to pay 50% of the compensation to the petitioner. In view of subsistence of policy the respondent No.2 shall be liable to pay the 50% compensation as ordered above along with interest at the rate of 6% per annum from the date of petition till the date of deposit within 3 months from the date of this order. Hence, this Court answer issue No. 2 **“Partly in the Affirmative”**.

Issue No.3 :-

40. In view of the above findings, this Court proceed to pass the following:

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**:ORDER:**

The claim petition filed by the petitioners U/sec.166 of the Motor Vehicles Act, 1989, is hereby partly allowed with costs.

The petitioner is entitled for compensation of **Rs.3,84,000/-(Rupees Three Lakhs Eighty Four thousand only)**. with interest at the rate of 6% p.a. from the date of petition till realization of the compensation amount.

The respondent No.1 and 2 are jointly and severally liable to pay 50% of the compensation in view of subsistence of policy respondent No.2 shall deposit the 50% of amount along with interest at 6% per annum from the date of petition till deposit, within 3 month.

The respondent No. 3 being the owner of the Maruithi Omini car bearing Reg.No.KA-09-P-3771 is liable to pay 50% of the compensation to the petitioner with interest at the rate of 6% per

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annum from the date of petition till the date of deposit.

The respondent No.4 is exonerated.

After deposit, of the compensation amount office is directed to release the entire amount to the petitioner through E-payment under K2 system.

Advocate fee is fixed at Rs.1000/-.

Draw award accordingly.

(Dictated to the Stenographer, transcribed by him on computer and corrected by me, then pronounced in the Open Court on this the 19th day of June, 2026)

(JAYAPRAKASH V.)
SENIOR CIVIL JUDGE & AMACT,
SAKALESHPURA.

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**:ANNEXURE:****I Witness examined on behalf of Petitioner:**

PW 1 : Sri.Vijay Kumar

II Witnesses Examined on behalf of Respondents:

R.W.1 : Sri.Srikanth.V
R.W.2 : Smt.Dr.Geetha
R.W.3 : Sri.Rajashekar
R.W.4 : Sri.Girish
R.W.5 : Sri.Mahendra prasad M.C

III Documents marked on behalf of the petitioner.

Ex.P1 : True copy of FIR in Cr.No.117/2021
Ex.P2 : True copy of Complaint
Ex.P3 : True copy of Charge Sheet
Ex.P4 : True copy of postmortem report
Ex.P5 : True copy of Mahazar
Ex.P6 : True copy of Sketch
Ex.P7 & 8 : Vehicle seizure Mahazars
Ex.P9 : Postmortem report
Ex.P.10 : Wound certificate
Ex.P.11 & 12 : IMV reports

IV Documents marked on behalf of the Respondents.

Ex.R.1 : Authorization letter.
Ex.R.2 : Certified copy of MLC register
Ex.R.3 : HIMS hospital letter
Ex.R.4 : Certified copy of MLC
Ex.R.5 : Summary Sheet

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Ex.R.6 : X-ray sheets
Ex.R.7 : Authorization letter
Ex.R.8 : Policy

(JAYAPRAKASH V.)
SENIOR CIVIL JUDGE & AMACT
SAKALESH PURA