IN THE COURT OF THE PRINCIPAL SENIOR CIVIL JUDGE AND MEMBER MACT, HAVERI,

PRESENT

SRI.MAHAMMAD ANWAR HUSSAIN MOGALANI B.Sc. LL.B (Spl).,
Prl. Senior Civil Judge & MEMBER MACT, HAVERI.

DATED THIS 30th DAY OF JUNE-2026

M.V.C.NO.906/2024

PETITIONER/S:

1. Smt. Sunita
W/o Arunakumar Shettar,
Age: 42 years,
Occ: Business,
R/o: Near G V Hallikeri P U college,
Hosaritti,Tq: and Dist: Haveri.

2. Kumari Goutami,
D/o Arunakumar Shettar,
Age: 12 years, Occ: Business,
R/o: Near G V Hallikeri P U college,
Hosaritti, Tq: and Dist: Haveri.

(Since minor represented by
her minor guardian mother i.e.,
petitioner No.1)

(By Sri V.G.Y., Adv.)

V/s

RESPONDENT/S:

1. Sri Shiddaramashetti
S/o Channaveerappa Shettar,
R/o: Near G V Hallikeri P U college,
Hosaritti,
Tq: and Dist: Haveri.

2. Akhilesh
S/o Arunkumar Shettar,
Age: 21 years,
Occ: Driver,
R/o: Near G V Hallikeri P U college,
Hosaritti,
Tq: and Dist: Haveri.

3. The Manager, Reliance General
Insurance Company 6th floor Oberoi
Garden city, Off. Western Express
Highway,
Goregaon (East), Mumbai,
Marashtra,
Rep. By its branch manager,
Reliance General Insurance

Company National Highway 218 V,
A Kalburgi, Square Desai cross,
Deshpande Nagara Hubli,
pin-500029,
(Policy No.92022323112563768
valid from 19.11.2023 to 18.11.2024)

(R.1 and R.2 by Sri D.S.U., Advocate)
(R3 by Sri V.S.A., Advocate)

J U D G M E N T

The petitioners have filed this claim petition for compensation for the death of **Arunkumar Shettar S/o Channaveerappa** who died in a road traffic accident dated 04.12.2023 by claiming compensation of Rs.2,20,50,000/- with interest at the rate of 18% p.a from the respondents.

2. **Case of the petitioners in brief is as under:**

The petitioners contended that on dated 04.12.2023 the deceased Arunkumar Shettar was travelling in Mahindra XUV500 car bearing Reg. No.KA-27/M/6523 as a inmate of the car from Tumakur to

Hosaritti via Davanagere. When the vehicle came on the Hadadi bridge NH-48 near Davangere the driver of the said car was driving the car in a high speed, rash and negligent manner and dashed to one tractor bearing its No.KA-17-TE-7198 trolley No.KA-17-TB-5718. Due to the horrible accident Arunkumar Shettar was sustained grievous injuries to all over the body. Immediately he was shifted to SSIMS hospital Davangere, therein the Arunkumar was declared as dead on the same day. Thereafter conducted postmortem in the said hospital and body handed over to petitioners. Thereafter the petitioners conducted funeral ceremony by spending Rs.25,000/-. Accordingly Case was registered in Davangere South Traffic Police Station in Crime No.146/2023 for the offences punishable U/Sec.279,337 and 304-A of IPC. Prior to the accident deceased was hale and healthy and he was doing business and agriculture work and earning income of Rs.2,00,000/- per month. The deceased was only earning member in the family of petitioners. The deceased was having responsibilities on his shoulder as the petitioners are fully depending on the deceased. After the accident the family members of the deceased are suffering from financial difficulties and mental shock and agony. The respondent No1 is the owner, the respondent No.2 is the driver and respondent No.3 is insurer of the offending vehicle. Hence the respondent No.1 to 3 are jointly and severally liable to pay the claimed compensation to the petitioners. Hence petitioners filed this petition by claiming compensation of Rs.2,20,50,000/-.

3. After service of notices, respondent No.1 to 3 have appeared through their learned Counsels. The respondent No.3 has filed objections to the main petition and also the respondent No.3 has filed additional objections to the amended petition. The respondent No.1 and 2 have not filed their objections to the main petition.

4. The respondent No.3 in his objections has denied all the averments of the petition and contended that the petitioners are not the legal heirs of deceased

Arunkumar. There was no rash and negligent driving of the said car by its driver. The alleged accident caused solely due to rash and negligent driving of said tractor by its driver. The respondent NO.1 has intentionally and knowingly permitted the person to drive the car who is not possessing valid driving license. The respondent NO.1 violated the policy conditions. On these grounds respondent No.3 prays to dismiss the petition against respondent No.3 insurance policy.

5. The respondent No.3 in his additional written statement of objections has contended that the car bearing Reg. No.KA-27-M-6523 is insured with this respondent No.3 which is issued to various terms, conditions, limitation and exceptions of the policy. The owner of the car bearing its Reg. No. KA-27-M-6523 namely Vijayalakshmi W/o Channaveerappa shettar also died in the alleged accident. The son of the said Vijayalkshmi namely Arunkumar also in the alleged accident. Therefore the said Arunkumar Shettar being the legal heir of the deceased Vijayalakshmi along with

the respondent No.1 is not the third party. Hence the petition is not maintainable as the petitioners are not the third parties. Therefore as per the terms and conditions of the above said policy and as per the motor vehicle act the petitioners are not entitled for any compensation from this respondent as the insurance policy is a third party in nature. On these grounds respondent No.3 prays to dismiss the petition against respondent No.3 insurance policy.

6. On the basis of the pleadings and materials on record, following issues have been framed:

I S S U E S

1. Whether the petitioners proves that, Sri Arunkumar Shettar S/o Channaveerappa was died due to rash and negligent act of driver of Mahindra XUV500 Reg No.KA-27-M-6523 in a road traffic accident on 04.12.2023 at 4.30 P.M on Chitradurga to Harihar NH-48 road, near Hadadi Bridge, Davangere city within the limits of Davanager traffic police station, South Davangere police station as contended in the petition?

2. Whether petitioners are entitled for compensation as claimed in the petition?

3. What order or award?

7. In order to prove the case of the petitioners, the petitioner No.1 is examined as PW-1 and produced 12 documents at Ex.P.1 to P.12. The Deputy Legal Manager of respondent No.3 insurance company has examined as Rw-1 and produced 2 documents got marked as Ex.R.1 and Ex.R.2.

8. Heard arguments. Perused materials on record.

9. My findings on the above issues are as under:

ISSUE No.1 **:** In the Affirmative

ISSUE No.2 **:** In the partly Affirmative

ISSUE No.3 **:** As per the final order, for the following;

REASONS

10. **ISSUE NO.1** : It is the case of the petitioners that due to rash and negligent driving of the driver of the offending vehicle accident was occurred, in the result **Arunkumar Shettar S/o Channaveerappa** was died. The petitioner No.1 has deposed as PW-1 by reiterating the petition averments and produced 12 documents such as FIR, Complaint, Spot panchanama, IMV report, sketch, Inquest panchanama, Post mortem report, charge sheet, Income Tax return forms respectively.

11. It is the case of the petitioners that on dated 04.12.2023 the deceased Arunkumar Shettar was travelling in Mahindra XUV500 car bearing Reg. No.KA-27/M/6523 as a inmate of the car from Tumakur to Hosaritti via Davanagere. When the vehicle came on the Hadadi bridge NH-48 near Davangere the driver of the said car was driving the car in a high speed, rash and negligent manner and dashed to one tractor bearing its No.KA-17-TE-7198 trolley No.KA-17-TB-5718.

Due to the horrible accident Arunkumar Shettar was sustained grievous injuries to all over the body. Immediately he was shifted to SSIMS hospital Davangere, therein the Arunkumar was declared as dead on the same day. Thereafter conducted postmortem in the said hospital and body handed over to petitioners. Thereafter the petitioners conducted funeral ceremony by spending Rs.25,000/-. Accordingly Case was registered in Davangere South Traffic Police Station in Crime No.146/2023 for the offences punishable U/Sec.279,337 and 304-A of IPC. Although the respondents have denied manner of accident, but failed to substantiate its defence. The evidence of P.W.1 coupled with materials placed on record by petitioners have been remained uncontraverted. Therefore, it is proved that the accident was occurred due to rash and negligent driving by the driver of the offending vehicle and deceased sustained grievous injuries and died. Hence, I answer issue No.1 in **Affirmative.**

12. **<u>ISSUE NO.2</u>**: The petitioners have claimed compensation of Rs.2,20,50,000/- with interest at the rate of 18% p.a. The petitioner No.1 is the wife, petitioner No.2 is the minor child of the deceased and they are entitle to claim the compensation inrespect of alleged accident.

13. **<u>LOSS OF DEPENDENCY</u>**: To ascertain compensation payable under dependency head, age of the deceased, number of dependents and income of the deceased are to be considered. In the petition age of the deceased has mentioned as 42 years. In order to ascertain age of deceased the petitioners have not produced any documents. The age mentioned in police records and post mortem report as 50 years. Hence, age of deceased is considered as 50 years at the time of accident. So far as income of the deceased is concerned the petitioners have contended that deceased was doing business and agriculture work and he was earning Rs.2,00,000/- per month. To substantiate the monthly income of the deceased the

petitioners have not produced sufficient documents to show that the deceased was earning Rs.2,00,000/- per month. Therefore, this tribunal fall back to the chart of the Hon'ble High Court of Karnataka. As per the petition of the petitioners the accident was occurred in the year 2023, and as per the chart of Hon'ble High Court of Karnataka the monthly income of the deceased in the year 2023 would be Rs.15,250/- as per the minimum wages of the deceased on the date of accident his notional income has to be considered as **Rs.15,250/-** per month.

14. As per the ruling reported in (**2009) 6 SC in between SARLA VERMA V/S DELHI TRANSPORT CORPORATION AND ANOTHER** case, if the deceased person is the married person then the deduction inrespect of his personal expenses is considered as 1/3rd. In the present case also the deceased is the married person, the 1/3rd of the income of the deceased would be Rs.15,250/3=Rs.5,083/-. The monthly income of the deceased will be Rs.15,250 –

Rs.5,083=Rs.10,167/-. The annual income of deceased would be Rs.10,167 X 12 = **Rs.1,22,000/-**.

15. In National Insurance Company Ltd V/s Pranay Sethi and others, the Hon'ble Supreme Court held that there must be addition of 30% to the actual income of deceased in the ruling reported **in between Kamaljjith Kaur and Ors Vs Narinderjit Singh and Ors** it has been observed that while determining the income, an addition of 50% to the income of the deceased towards future prospects, where the deceased had a below the age of 40 years the addition should be 50% of his living expenses and if the deceased was between 40 to 50 years the addition should be 30%, in case the deceased was age of 50 to 60 years the addition should be 15%**.** while concluding future prospects the age of the deceased is 50 years at the time of accident, the 30% of the income of deceased would be **Rs.36,600/-**. Now the total income of deceased comes to Rs.1,22,000/- + Rs.36,600/- = **Rs.1,58,600/-**. Age of the deceased was **50** years as on the date of accident. As per Sarla Verma’s case the multiplier applicable is **‘13**’. Hence, loss of dependency will be **Rs.1,58,605 X 13 = Rs.20,61,800/-**.

16. **Towards Consortium, loss of estate and funeral expenses:-** In view of judgment of Hon'ble Supreme Court of India, reported in **AIR 2018 SC 1249 in between Magma General Insurance Co. Ltd Vs Nanu Ram Alias Chuhru Ram** is by the Constitutional Bench of the Hon’ble Supreme Court of India wherein it has been reconsidered the conventional heads in case of death of a person in the Compensation cases which has been awarded in **Pranay Sethi** case as in legal Parlance “Consortium” is a compendious term which encompasses “Spousal Consortium”, “Parental consortium”, “Filial consortium”.

17. The right to consortium would include the company, care, help, comfort, guidance, solace and affection of the deceased, which is a loss to his family. With respect to a spouse it would include relations with the deceased Spouse. Spousal consortium is generally

defined as rights pertaining to the relationship of a husband, wife, which allows compensation to the surviving spouse for loss of company, society, co-operation, affection and aid of the other in every conjugal relation. Parental consortium is granted to be the child upon the pre-mature death of a parent, for loss of “Parental aid, Protection, affection, society, discipline, guidance and training”. “ Filial consortium is the rights of the parents to compensation in the case of an accidental death of a child. An accident leading to the death of a child causes great shock and agony to the parents and in the ruling reported in **(2013) 9 SCC 544 in between Rajesh and other vs Rajbir Singh and others** in the said ruling observed that the BLOCK’S LAW DICTIONARY (5th ed. 1979) family of the deceased. The greatest agony for a parent is to lose their child during their lifetime. Children are valued for their love, affection, companionship and their role in the family unit.

18. Consortium is a special prism reflecting changing norms about the status and worth of actual relationships. Modern jurisdictions world over have recognized that the value of a child's consortium far exceeds the economic value of the compensation awarded in the case of the death of a child. Most jurisdictions therefore permit parents to be awarded compensation under loss of consortium on the death of a child. The amount awarded to the parents is a compensation for loss of the love, affection, care and companionship of the deceased child.

19. The motor vehicles act is a beneficial legislation aimed at providing relief to the victims or their families, in cases of genuine claims. In case where a parent has lost their minor child, or unmarried son or daughter, the parents are entitled to be awarded loss of consortium under the head of Filial Consortium. Parental Consortium is awarded to children who lose their parents in motor vehicle accident under the Act. In the present case it is appropriate to award the spouse and

parental consortium to the petitioners is appropriate to award Rs.40,000/- each that would be the proper and just awarding Consortium to the petitioners because by considering the documentary evidence is concerned it appears that the accident involved in this case is the genuine case. Therefore as per the ruling reported in **AIR 2018 SC 1249 in between Magma General Insurance Co. Ltd Vs Nanu Ram Alias Chuhru Ram** by considering the relationship of petitioners to the deceased person if an amount of **Rs.40,000/- each** for loss of spouse and Parental Consortium is just and proper consortium awarded to the petitioners and inrespect of the loss of estate of the deceased person and the petitioners are entitled compensation in the head of loss of estate is **Rs.2,00,000/-** and inrespect of the compensation under the head funeral expenses is **Rs.25,000/-.**

20. So the compensation to be awarded is as under:

1	**TOWARDS DEPENDENCY**	**Rs.20,61,800 =00**
2	**LOSS OF CONSORTIUM**	**Rs. 80,000 =00**
3	**TOWARDS LOSS OF ESTATE**	**Rs. 2,00,000=00**
4	**TOWARDS FUNERAL EXPENSES**	**Rs. 25,000=00**
5	**TOTAL COMPENSATION**	**Rs.23,66,800=00**

21. **APPORTIONMENT :** The petitioner No.1 being the wife is entitle 50%, the petitioner No.2 being minor child is entitle 50% in the total compensation of **Rs.23,66,800/-.**

22. **LIABILITY**:- The respondent No.3 is a insurance company and the deceased Vijayalaxmi W/o Channaveerappa Shettar was the owner of the insured car belongs to Mahindra XUV 500 its Reg. No.KA-27/M-6523 who is also inmate of the car and the said car met with an accident to the one tractor bearing its No.KA-17-

TE-7198 trolley NO.KA-17-TB-5718, in the alleged accident occurred between two vehicles wherein the Vijayalaxmi also died who is owner of the car Mahindra XUV 500 and to that vehicle respondent No.3 is the insured which is insurance company of the above said vehicle of the deceased Vijayalaxmi in the accident and the deceased Vijayalaxmi is having the valid and effective insurance policy wherein the above said car is insured.

23. It is the argument of Learned Advocate for respondent No.3 insurance company that when the owner who was inmate of the car met with an accident, then the insurance policy will lost its validity till the class-I legal heir of deceased Vijayalaxmi cannot be insured the above said car in the legal heir of deceased Vijayalaxmi till then the insurance policy will not be considered as valid and effective on the date of accident, in this case the insurance policy which was marked as Ex.R.2 on behalf of the respondent NO.3 the name of son of deceased Vijayalaxmi whose name has

been mentioned as nominee of the insurance policy which has been insured by the deceased Vijayalaxmi with respondent No.3. In the alleged accident the owner of the Mahindra car i.e., Vijayalaxmi was died and she was made her son Siddaramshetty as a nominee in the R.2 Insurance policy on her behalf that itself shows that and it can be presumed as per Sec.149 and Sec.150 to 152 of IMV Act where in it has been clearly stated that if a insured vehicle by the insurance company met with an accident wherein the owner of that vehicle was one of the inmate and she was died in the alleged accident caused to the vehicle of the owner,then as per above said sections the nominee is to be considered as a legal heir of deceased owner of the car which met with accident wherein the owner of the car was inmate, and also inrespect of third party liability is concerned the deceased Vijayalaxmi has obtained Ex.R.2 insurance policy by paying the premium amount inrespect of third party risk also, when the owner of the insurance policy has not violated any conditions of the insurance policy of the car which has been insured with the deceased person who also inmate of that vehicle at the time of alleged accident in her car then the insurance policy which is insured by the owner who died in the alleged accident has to be presumed it is valid and effective on the date of accident by presuming that the insurance policy of the vehicle of the owner after her death in the alleged accident wherein the vehicle belongs to the deceased Vijayalaxmi her son has been made as a nominee, when such being the case the owner of the car which has been covered insurance with third party risk by paying the proper premium on that risk to the insurance company which was insured by respondent No.3 as per Sec.149 to Sec.152 of IMV Act the insured insurance company of the vehicle met with an accident wherein owner of that vehicle also died even then insurance company of that vehicle held liable to pay the compensation to the legal heirs of the deceased owner of the vehicle.

24. On this point the learned advocate for petitioner has relied on the rulings wherein he has relied on the ruling reported in MAC App 3/24 in between Branch Manager New India Assurance Com., Ltd., Vs Kailash Rai and others

> ***“the Hon’ble High Court of Sikkim it has been clearly held that the nominee of the deceased person of the insurance company inrespect of vehicle which was insured by the such insurance company when the vehicle of the insured of insurance company if met with accident wherein the owner of that vehicle was also inmate and died in the alleged accident then the deceased had stepped in to the shoes of the owner of the respondent No.1 who is mother of deceased respondent No.1 in the alleged accident the vehicle is owned by deceased respondent NO.1 and it is valid and effective on the date of accident wherein her son of deceased respondent No.1 who is appointed as a nominee of deceased respondent No.1 of the vehicle which was insured by the respondent No.3 in this case is held liable to pay compensation to the petitioners, they cannot escape from***

> ***the liability when the insurance policy has been covered a third party risk, for that proper premium also paid, under these observations it has been clearly held that as per Ex.R.2 insurance policy the insurance policy which was insured by the respondent No.3 of the vehicle wherein the owner of that vehicle was died as a inmate then son of the deceased person in the alleged accident who is appointed as a nominee has stepped in to the shoes of the deceased respondent NO.1 Vijayalaxmi inrespect of the vehicle which met with the accident. In view of that above said ruling is aptly applicable to the case on hand and the respondent No.3 is held liable to pay the compensation to the petitioners".***

25. Further the learned advocate for petitioner's side has relief on the ruling reported in Civil Appeal No.8163/2012(SC) in between National Insurance Com., Vs Balakrishna and others wherein Hon'ble Supreme Court has clearly stated that,

"If the owner of the car is the inmate of the vehicle which met with an accident the said owner of the said vehicle is treated as a third party and when the owner of the vehicle paid extra premium inrespect of third party risk then the legal heirs of the deceased owner of the vehicle wherein she died the petitioners being the Lrs of deceased Vijayalaxmi can claim the compensation as a legal heir of deceased owner of the vehicle. Further it has been observed that there is no scintilla of doubt that a comprehensive/package policy would cover the liability of the insurer for payment of compensation for the occupant in a car. In this case Ex.R.2 is the comprehensive and package policy covers third party risk, in view of that the respondent No.3 being insurer of the vehicle which met with an accident wherein the owner of the said car also died even that the legal heirs of the said Vijayalaxmi are held liable to claim compensation against respondent No.3 and respondent NO.3 insurance company is only liable to pay compensation. In view of that above said ruling also applicable to the case on hand on behalf of petitioner."

26. On behalf of respondent No.3 insurance company the learned advocate for respondent NO.3 insurance company has relied on the ruling reported in 2005 ACJ 1 in between Dhanraj Vs New India Assurance Com., Ltd., and another

> "***In this ruling it has been considered that as per Sec.147 (1) of motor vehicles Act 1988 wherein it has been stated that the insurance company of the vehicle met with an accident is a comprehensive policy further it is observed that liability of insurance company as per Sec.147 of IMV Act does not require insurance company to assume risk for death or bodily injury to owner of vehicle and if the said policy does not cover any risk for injury to the owner himself then it is stated that if the owner of the vehicle sustained injury then the owner insured wherein such owner was inmate of his vehicle met with an accident and if no premium paid for own damages and also not for the injury sustained by the owner-insured wherein the insured has no liability to a third party and the insurance company has no liability also".***

27. In this case as per Ex.R.2 it is clearly appears that the owner of the vehicle has paid the premium inrespect of third party risk and own damages to the vehicle and it is a comprehensive policy under such circumstances the insurance company is held liable to pay the compensation. Hence the above said ruling is not applicable to the case on hand.

28. Further he is relied on the ruling reported in **2007 ACJ 818 in between Oriental Insurance Com., Ltd., Vs Jumah Saha** and others wherein it has been observed that

> ***As per Sec.147 of IMV Act the insurance company cannot assume risk for death or bodily injury to the owner of the vehicle and if no additional premium was paid to cover this risk then the insurance company is not liable to pay the compensation. But, as per Ex.R.2 insurance policy wherein the deceased owner has paid the extra premium to the third party risk and the insurance policy of the respondent NO.3 inrespect of the vehicle which met with an accident is a comprehensive policy, when such being***

the case the insurer insurance company cannot escape from the liability to pay the compensation when extra premium has been paid for third party risk and also for own injuries and death of the owner which is nothing but comprehensive policy hence this ruling is not applicable to the case on hand.

29. Further he relied on the ruling reported in 2013 ACJ 1382 in between New India Assurance Com., Ltd., Vs Prabhadevi and others in this ruling also above said same observation has been made, in view of that this ruling also not applicable to the case on hand and like that further he relied on ruling 2013 ACJ 1563 in between United India Insurance com., Ltd., Vs Mumtaz Begum and another in this ruling also the Hon'ble High Court of Karnataka Gulbarga Bench has observed above said dictum. In view of that this ruling also not applicable to this case and as per the rulings relied for learned advocate for petitioner the respondent NO.3 insurance company is held liable to pay the compensation to the petitioners who being legal heirs of

deceased Vijayalaxmi are entitle to claim the compensation from the respondent NO.3 insurance company.

30. The respondent No.3 being the insurer of the offending vehicle is only held liable to pay compensation of **Rs.23,66,800/-** along with the interest @ 6% p.a. from the date of petition till realization of entire compensation amount to the petitioner. accordingly I answer this Issue No.2 is **partly in the Affirmative.**

31. **ISSUE NO.3** : As discussed above I proceed to pass the following :

O R D E R

The petition filed by the petitioners U/sec.166 of M.V. Act 1988 is hereby allowed in part with cost.

The petitioner No.1 and 2 are entitled for total compensation of **Rs.23,66,800/-** from the respondents No.3. The petitioner No.1 being the wife is entitled 50% and petitioner No.2 being the minor child is entitled 50% out of total compensation amount.

It is hereby directed/ordered that the 50% of out total compensation amount which has been awarded to minor petitioner No.2 is to be deposited in any Nationalized bank by way of fixed deposit till attaining her age of majority.

It is hereby directed that the respondent No.3 is held liable to pay the said entire compensation with interest at the rate of 6% p.a., from the date of the petition, till actual realization of the entire compensation amount into the Tribunal within one month from the date of this award.

The petitioners are hereby directed to produce particulars of their Bank Account, with name of Bank, IFSC Code, Account Number with copy of First Page of Bank Pass Book which contains compulsorily photograph of petitioners, which is duly attested by concerned Bank. Further petitioners shall produce PAN Card/Aadhar Card.

In case of deposit of awarded amount with interest thereon by the respondents, the petitioner No.1 is entitled to receive 50% out of total compensation amount in her name after depositing entire award amount to the court.

The advocate fee is fixed at Rs.1,000/-.

Draw award accordingly.

[Dictated to the Stenographer directly on computer, same is typed by her, corrected by me,signed by me and then pronounced by me in the open court on this the **30th day of June-2026]**

MOHMMADANWAR M MOGALANI

Digitally signed by MOHMMADANWAR M MOGALANI
Date: 2026.07.04 16:51:25 +0530

(MAHAMMAD ANWAR HUSSAIN MOGALANI)
PRL.SR. CIVIL JUDGE & M.A.C.T.,
HAVERI

ANNEXURE

WITNESSES EXAMINED FOR PETITIONERS:

P.W-1 : Smt. Sunita Shettar

DOCUMENTS EXHIBITED FOR PETITIONERS:

Ex.P.1 : FIR
Ex.P.2 : Complaint
Ex.P.3 : Spot panchanama
Ex.P.4 : Hand sketch
Ex.P.5 : Inquest Panchanama
Ex.P.6 : Post mortem report
Ex.P.7 : IMV report
Ex.P.8 : Charge sheet
Ex.P.9 to 12 : Income Tax return form

WITNESSES EXAMINED FOR RESPONDENTS:

R.W.1 : Raghavendra Pant

DOCUMENTS EXHIBITED FOR RESPONDENTS:

Ex.R.1 : Authorization Letter,
Ex.R.2 : Insurance policy

MOHMMADANWAR M MOGALANI

Digitally signed by MOHMMADANWAR M MOGALANI
Date: 2026.07.04 16:51:33 +0530

(MAHAMMAD ANWAR HUSSAIN MOGALANI)
PRL.SR. CIVIL JUDGE & M.A.C.T.,
HAVERI