IN THE COURT OF II ADDL.DISTRICT AND SESSIONS JUDGE AND MACT, KODAGU-MADIKERI SITTING AT VIRAJPET

Present : **Sri.S.NATARAJ.,BA.L., LL.B**.,
II Addl.District and Sessions Judge,
Kodagu-Madikeri, Sitting at Virajpet.

DATED THIS THE 05th DAY OF AUGUST 2026

M.V.C No. 69/2024, 70/2024, 71/2024, 72/2024, 73/2024 & 74/2024

Petitioner in MVC No.69/2024:

Sri. Mahammed U,
S/o Late Ummer,
Aged 46 years,
R/o House No:514/1,
Church Side, Nelliahudikeri,
Kushalnagar Taluk,
Presently R/at Kallubane,
Arji Village, Virajpet Taluk,
Kodagu District.

(By Sri Yousuf C A Advocate)

V/S

Respondents in MVC No.69/2024:

1. Sri. Abdul Jalal,
S/o Not known,
Aged 35 years,
R/o Nalvathekre,
Siddapura,
Virajpet Taluk,
Kodagu.

2. Ashraf Tattaye,
S/o Kunhankutty,
Major,
R/o Abdu Rahaman Nagar,
Kuttur, North Malappuram,
Kerala State -676305.

3. The Manager,
National Insurance Company Ltd.,
Manjeri Branch,
2nd Floor, Pallikkal Shopping complex,
BXVI/227 AND 278,
Kozhikkode Road, Manjeri,
Malappuram – 676121.

4.T. M. Murshida,
W/o K. A. Nasir,
Aged 22 years,
R/o H. No: 263 B,
Hodavad, Madikeri Taluk,
Paloor, Kodagu District.

5. The Manager,
Reliance General Insurance
Company Ltd.,
Now changed as INDUSIND
General Insurance Company
(with effect from 22.09.2025)
No.28, 5th Floor,
Southern Portion East Wing,
Centenary Building, M. G. Road,
Bangalore – 560001.

(R-1 by Sri Azurudin K. M., Advocate)
(R-2 & 4 Exparte)
(R-3 by Sri. B. A. Krishna Murthy Advocate)
(R-5 by Sri.K. D. Dayananda, Advocate)

Petitioner in MVC No.70/2024:

T. M. Muhammed Mukthar,
S/o Mohammed U.,
Aged: 12 years,
By his Father and Natural Guardian
Sri. Mohammed U.,
R/o House No. 514/1,
Church Side, Nelliahudikeri,
Kushalnagar Taluk,
Presently R/at Kallubane,
Arji Village, Virajpet Taluk,
Kodagu District.

(By Sri Yousuf C A., Advocate)

V/S

Respondents in MVC No.70/2024:

1. Sri. Abdul Jalal (Driver),
S/o Not known,
Aged 35 years,
R/o Nalvathekre,
Siddapura,
Virajpet Taluk,
Kodagu.

2. Ashraf Tattaye,
S/o Kunhankutty,
Major,
R/o Abdu Rahaman Nagar,
Kuttur, North Malappuram,
Kerala State -676305.

3. The Manager,
National Insurance Company Ltd.,
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Centenary Building, M. G. Road,
Bangalore – 560001.

5. T. M. Murshida,
W/o Nasir K. A.,
Aged 22 years,
R/o Hodavad, Madikeri Taluk,
Kodagu District.

(R-1 by Sri Azurudin K. M., Advocate)
(R-2 & 4 Exparte)
(R-3 by Sri. B. A. Krishna Murthy Advocate)
(R-5 by Sri.K. D. Dayananda, Advocate)

Petitioner in MVC No.71/2024:

K. A. Muhammed Nazal,
S/o K. A. Nasir,
Aged: 1 year 7 months,
By his mother and natural guardian
Smt. T. M. Murshida,
W/o K. A. Nasir,
Aged: 22 years,
R/o House No.263 B,
Hodavad,
Madikeri Taluk, Palur,
Presently R/at Kallubane,
Arji Village, Virajpet Taluk,
Kodagu District.

(By Sri Yousuf C A., Advocate)

Respondents in MVC No.71/2024:

1. Sri. Abdul Jalal, (Driver)
S/o Not known,
Aged: 35 years,
R/o Nalvathekre,
Siddapura,
Virajpet Taluk,
Kodagu.

2. Ashraf Tattaye,
S/o Kunhankutty,
Major,
R/o Abdu Rahaman Nagar,
Kuttur, North Malappuram,
Kerala State – 676305.

3. The Manager,
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(R-2 Exparte)

(R-3 by Sri. B. A. Krishna Murthy Advocate)
(R-4 by Sri.K. D. Dayananda, Advocate)

Petitioner in MVC No.72/2024:

Aisamma,
W/o Late M. M. Abdulla,
Aged: 68 years,
R/o Billigeri Grama,
Hakathuru, Madikeri Taluk,
Presently R/at
Kallubane,
Arji Village, Virajpet Taluk,
Kodagu District.

(By Sri Yousuf C A., Advocate)

Respondents in MVC No.72/2024:

1. Sri. Abdul Jalal, (Driver)
S/o Not known,
Aged: 35 years,
R/o Nalvathekre,
Siddapura,
Virajpet Taluk, Kodagu.

2. Ashraf Tattaye,
S/o Kunhankutty,
Major,
R/o Abdu Rahaman Nagar,
Kuttur, North Malappuram,
Kerala State – 676305.

3. The Manager,
National Insurance Company Ltd.,
Manjeri Branch,
2nd floor, Pallikkal Shopping Complex
BXVI/227 AND 278,
Kozhikkode Road, Manjeri,

Malappuram-676121.

4. T. M. Murshida,
W/o K. A. Nasir,
Aged 22 years,
R/o H. No:263 B,
Hodavad, Madikeri Taluk,
Paloor, Kodagu District.

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(R-2 & 4 Exparte)
(R-3 by Sri. B. A. Krishna Murthy Advocate)
(R-5 by Sri. K. D. Dayananda, Advocate)

Petitioner in MVC No.73/2024:

T. M. Murshida,
W/o K. A. Nasir,
Aged 22 years,
R/o House No:263 B,
Hodavad,
Madikeri Taluk, Palur,
Presently R/at Kallubane,
Arji Village, Virajpet Taluk,
Kodagu District.

(By Sri Yousuf C A., Advocate)

Respondents in MVC No.73/2024:

1. Sri. Abdul Jalal, (Driver)
S/o Not known,
Aged: 35 years,
R/o Nalvathekre,
Siddapura,
Virajpet Taluk, Kodagu.

2. Ashraf Tattaye,
S/o Kunhankutty,
Major,
R/o Abdu Rahaman Nagar,
Kuttur, North Malappuram,
Kerala State – 676305.

3. The Manager,
National Insurance Company Ltd.,
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Bangalore-560001.

(R-1 by Sri Azurudin K. M., Advocate)
(R-2 Exparte)
(R-3 by Sri. B. A. Krishna Murthy Advocate)
(R-4 by Sri. K. D. Dayananda, Advocate)

Petitioner in MVC No.74/2024:

Smt.Rukya,
W/o Mahammed U.,
Aged: 45 years,
R/o House No: 514/1,
Church Side, Nelliahudikeri,
Kushalnagar Taluk,
Presently R/at Kallubane,
Arji Village, Virajpet Taluk,
Kodagu District.

(By Sri Yousuf C A., Advocate)

Respondents in MVC No.74/2024:

1. Sri. Abdul Jalal, (Driver)
S/o Not known,
Aged: 35 years,
R/o Nalvathekre,
Siddapura,
Virajpet Taluk, Kodagu.

2. Ashraf Tattaye,
S/o Kunhankutty,
Major,
R/o Abdu Rahaman Nagar,
Kuttur, North Malappuram,
Kerala State – 676305.

3. The Manager,
National Insurance Company Ltd.,
Manjeri Branch,
2nd floor, Pallikkal Shopping Complex
BXVI/227 AND 278,
Kozhikkode Road, Manjeri,
Malappuram-676121.

4. T. M. Murshida,
W/o K. A. Nasir,
Aged 22 years,
R/o H. No:263 B,
Hodavad,
Madikeri Taluk, Paloor,
Kodagu District.

5. The Manager,
Reliance General Insurance Company Ltd.,
Now changed as INDUSIND
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(R-1 by Sri Azurudin K. M., Advocate)
(R-2 & 4 Exparte)
(R-3 by Sri. B. A. Krishna Murthy Advocate)
(R-5 by Sri. K. D. Dayananda, Advocate)

JUDGMENT

MVC No. 69/2024, MVC No.70/2024, MVC No.71/2024, MVC No.72/2024, MVC No. 73/2024 and MVC No.74/2024 all these six claim petitions arise out of the same road traffic accident that occurred on 28.04.2024 at about 03.00 p.m. near Balamuri Road, Napoklu, Hoddur Village. Since the accident, offending vehicle, the parties, the evidence, and most of the issues involved are common. All the petitions were clubbed together. Common evidence was recorded in MVC No.69 of 2024. Therefore, all the petitions are disposed of by this common judgment. However, the compensation payable to each petitioner is considered separately.

2. The case of all the petitioners in brief is that on 28.04.2024, they were travelling in Maruthi Ignis car bearing registration number KA-12-MB-7144 from Nellahudikeri towards Kottamudi when they reached near Hoddur Village at about 03.30 p.m. Hyundai car bearing registration number KL-65-F-7733 driven by the first respondent in a rash and negligent manner came from opposite direction and dashed against their vehicle. Due to impact, all the petitioners sustained injuries and took treatment at District Government Hospital Madikeri, contending that the accident

occurred solely due to the rash and negligence of the driver of the Hyundai car and they sought compensation from the respondents.

3. Respondent no. 1, respondent no. 3 and respondent no. 5 in MVC No.69/2024, 70/2024, 72/2024 and 74/2024, but in 71/2024 and 73/2024 arrayed as respondent No.4, in all the petitions have filed objections separately, taking similar contentions. The respondent no. 1 denied negligence and disputed the age, occupation and income, injuries and expenditure claimed by the petitioners. However, he admitted that he was driving the vehicle and that it was insured with respondent no. 3.

4. Respondent no.3 National Insurance Company Ltd., admitted issuance of insurance policy covering the offending vehicle, but contended that the first respondent was not holding a valid and effective driving

licence as on the date of accident and therefore there was a breach of policy conditions. It was also contended that the compensation claimed was excessive and not supported by evidence.

5. Respondent-Reliance General Insurance Company, insurer of the petitioner vehicle, contended that the accident occurred solely due to the negligence of the driver of the Hyundai car and therefore respondent was only a formal party are not liable to indemnify the claim. Respondent no. 2 and owner of petitioner vehicle bearing No.KA-12-MB-7144 exparte, did not file objections.

6. On the basis of pleadings in all the six cases, separate issues were framed.

<u>ISSUES IN MVC NO.69/2024:</u>

1) *Whether the petitioner proves that, on 28.04.2024 at 3.00 PM at Hodduru Village near Balamuri road, Napoklu, he was traveling in a Car bearing Reg No.*

KA-12-MB-7144, the driver of Car bearing Reg.No.KL-65-F-7733 drove the in a rash and negligent manner at high speed from opposite direction and dashed against the vehicle in which the petitioner was traveling as a result of which, the petitioner sustained injuries?

2) *Whether petitioner is entitled for just compensation in respect of alleged injuries sustained in the road traffic accident?*

3) *What Order or award?*

ISSUES IN MVC NO.70/2024:

1. *Whether the petitioner proves that, on 28.04.2024 at 3.00 PM at Hodduru Village near Balamuri road, Napoklu, he was traveling in a Car bearing Reg No. KA-12-MB-7144, the driver of Car bearing Reg.No.KL-65-F-7733 drove the in a rash and negligent manner at high speed from opposite direction and dashed against the vehicle in which the petitioner was traveling as a result of which, the petitioner sustained injuries?*

2. *Whether petitioner is entitled for just compensation in respect of alleged injuries sustained in the road traffic accident?*

3. *What Order or award?*

ISSUES IN MVC NO.71/2024:

1. *Whether the petitioner proves that, on 28.04.2024 at 3.00 PM at Hodduru Village near Balamuri road, Napoklu, he was traveling in a Car bearing Reg No. KA-12-MB-7144, the driver of Car bearing Reg.No.KL-65-F-7733 drove the in a rash and negligent manner at high speed from opposite direction and dashed against the vehicle in which the petitioner was traveling as a result of which, the petitioner sustained injuries?*

2. *Whether petitioner is entitled for just compensation in respect of alleged injuries sustained in the road traffic accident?*

3. *What order or award?*

ISSUES IN MVC NO.72/2024:

1. *Whether the petitioner proves that, on 28.04.2024 at 3.00 PM at Hodduru Village near Balamuri road, Napoklu, he was traveling in a Car bearing Reg No. KA-12-MB-7144, the driver of Car bearing Reg.No.KL-65-F-7733 drove the in a rash and negligent manner at high speed from opposite direction and dashed against the vehicle in which the petitioner was traveling as a result of which, the petitioner sustained injuries?*

2. *Whether petitioner is entitled for just compensation in respect of alleged injuries sustained in the road traffic accident?*

3. *What Order or award?*

ISSUES IN MVC NO.73/2024:

1. *Whether the petitioner proves that, on 28.04.2024 at 3.00 PM at Hodduru Village near Balamuri road, Napoklu, he was traveling in a Car bearing Reg No. KA-12-MB-7144, the driver of Car bearing Reg.No.KL-65-F-7733 drove the in a rash and negligent manner at high speed from opposite direction and dashed against the vehicle in which the petitioner was traveling as a result of which, the petitioner sustained injuries?*

2. *Whether petitioner is entitled for just compensation in respect of alleged injuries sustained in the road traffic accident?*

3. *What Order or award?*

ISSUES IN MVC NO.74/2024:

1. *Whether the petitioner proves that, on 28.04.2024 at 3.00 PM at Hodduru Village near Balamuri road, Napoklu, he was traveling in a Car bearing Reg No. KA-12-MB-7144, the driver of Car bearing Reg.No.KL-65-F-7733 drove the in a rash and negligent manner at high speed from opposite direction and dashed against the vehicle in which the petitioner was traveling as a result of which, the petitioner sustained injuries?*

2. Whether petitioner is entitled for just compensation in respect of alleged injuries sustained in the road traffic accident?

3. What order or award?

7. However, the first issue relating to rash and negligent driving in common in all the petitions. To prove their case, the petitioners examined as PW1 to PW4, in all, Ex.P1 to Ex.P40 were marked. On behalf of respondents, the Manager National Insurance Company authorize person examined as RW.1, Ex.R.1 and Ex.R.2 are marked. Reliance Insurance Company authorize person examined as RW.2 and Ex.R.3 and Ex.R.4 are marked.

8. Heard arguments of both sides in all the petitions. Respondent No.3 has filed written arguments with case laws.

9. Perused the entire records. My findings to all issues are as follows.

Issue No.1 : ***Affirmative in all petitions***

Issue No.2 : ***Partly Affirmative in all petitions***

Issue No.3 : ***As per final order in all petitions***

REASONS

Issue No.1(MVC No.69/2024, 70/2024, 71/2024, 72/2024, 73/2024 & 74/2024) common in all cases:

10. The burden is on the petitioners to prove that the accident occurred due to the rash and negligent, since all the claim petitions arise out of the same road traffic accident, common evidence has been recorded in MVC No. 69 of 2024. Therefore, this issue is taken up together in all the connected cases.

11. The case of the petitioners is that on 28.04.2024, at about 03.00 p.m., they were travelling in a Maruthi Ignis car bearing registration number KA-12-MB-7144 from Nelliahudikeri towards Kottamudi. When they reached near Bellumuri Road, Napoklu, Huddor Village, the Hyundai car bearing registration No.KL-65-

F-7733 driven by the first respondent in a rash and negligent manner from the opposite direction, dashed against the car in which the petitioners were traveling. Due to the impact of the collision, all the petitioners sustained injuries.

12. To prove the accident, the petitioners examined PW1 to PW4. Their oral evidence is consistent with the pleadings. Nothing substantial has been elicited in their cross-examination to disbelieve their testimony regarding occurrence of the accident.

13. The petitioners have produced Ex.P1 certified copy of FIR, Ex.P2 complaint, Ex.P3 crime details form, and Ex.P4 copy of charge sheet. These documents clearly establish that immediately after the accident, the Madikeri Rural Police Station registered Crime No. 72/2024 against the driver of Hyundai car bearing registration No.KL-65-F-7733 for the offence punishable under Section 279, 337 of IPC.

14. More importantly, after completing investigation, the Investigating Officer filed charge sheet only against respondent no. 1 holding that the accident occurred due to his rash and negligent driving. The charge sheet further discloses that respondent no. 1 was also prosecuted under Section 181 of Motor Vehicles Act for driving the vehicle without a valid driving licence and respondent no. 2, the owner of the vehicle was prosecuted under Section 180 of Motor Vehicles Act for permitting an unlicensed person to drive the vehicle.

15. The relevant recitals in the charge sheet specifically states that while PW1 was driving Maruthi Ignis car bearing registration No. KA-12-MB-7144 with his family members, the offending Hyundai car came from opposite direction at high speed and in a rash and negligent manner and dashed against their vehicle, causing injuries to all occupants. The police investigation therefore attributes negligence solely to

the driver of offending Hyundai car. It is true that the charge sheet is not conclusive proof of negligence. Nevertheless, it is a relevant piece of evidence.

16. In the present case, there is absolutely no material placed by the respondents to rebut the police investigation papers. Respondent no. 1, though filed objections denying negligence, has not entered the witness box. He has not offered any explanation regarding the manner in which the accident occurred. An adverse inference is therefore liable to be drawn against respondent no.1.

17. RW.1 who is the Assistant Manager of respondent no. 3 insurance company has also not witnessed the accident. His evidence is confirmed only to the defence regarding absence of valid driving licence. He has not produced any independent evidence to show that the accident occurred due to negligence of the driver of petitioner vehicle.

18. Similarly RW2 examined on behalf of respondent no.5 Reliance Insurance Company has admitted that criminal case has been registered against respondent no. 1 and has also stated that there was no negligence on the part of the driver of Maruthi Ignis car bearing registration number KA-12-MB-7144. Thus even the evidence of RW2 supports the petitioner case that the accident occurred due to the negligence of respondent no. 1.

19. During cross examination of petitioners only general suggestions were made denying the negligence. Those suggestions have been specifically denied. No eye witness has been examined by the respondents. No contrary materials such as spot sketch, expert opinion or any independent evidence has been produced to establish contributed negligence on the part of the driver of Marthi Ignis car.

20. The petitioners have consistently deposed that Hyundai car came from opposite direction in a rash and negligent manner and dashed against their vehicle. Their version finds complete corroboration from the FIR, complaint and charge sheet. The tribunal also noticed that 6 members travelling in Maruthi Ignis car sustained injuries in the same accident. Separate wound certificates have been produced in respect of each injured petitioner. This circumstance also supports to the petitioner case regarding occurrence of the accident. Thus, on appreciation of oral and documentary evidence, this tribunal is satisfied that the petitioners have established on the preponderance probabilities that the accident occurred solely due to the rash and accident driving of Hyundai car bearing registration number KL-65-F-7733 by respondent no.1. Accordingly, Issue No. 1 in all the connected claim petitions is answered in the **Affirmative.**

Issue No. 2 in MVC No. 69/2024:

21. The petitioner has sought compensation of ₹5,70,000/- contending that he sustained injuries in the road traffic accident that occurred on 28.04.2024. Since issue no. 1 has already been answered in affirmative holding that the accident occurred due to the rash and negligent driving of offending Hyundai car bearing registration number KL-65-F-7733, the petitioner becomes entitled to claim compensation under Section 166 of Motor Vehicles Act. The only question that remains is regarding quantum of compensation and liability of the respondents.

22. The petitioner has examined himself as PW1. In his evidence, he has reiterated the averments made in the claim petition. He has deposed that at the time of accident, he was working as an Arabic teacher earning ₹18,000/- per month and due to injuries sustained in the accident he incurred medical expenses of more

than ₹25,000/-, could not attend his duties and suffered mental agony as all his family members also sustained injuries.

23. To substantiate his claim, the petitioner relied upon Ex.P5 wound certificate, Ex.P6 Casualty Medical Report, Ex.P9 Medical Bills besides police records. On careful perusal of Ex.P5 wound certificate, it reveals that the petitioner sustained only one injury, i.e., *Abrasion measuring 3x2cm over left knee.* The doctor has specifically certified the injury as simple in nature. The casualty medical report also does not disclose any serious injury requiring prolonged treatment or surgery. The petitioner has not produced any discharge summary to show that he was admitted as an inpatient. No doctor has been examined to prove that he has suffered any permanent disability or functional disability on account of the accident.

24. Though the petitioner has stated that he spent more than ₹25,000/- towards treatment. The only medical bill produced at Ex.P9 is for ₹200/-. Except his self-serving statement there is absolutely no documentary evidence to show that he incurred any further medical expenditure. Therefore the claim of medical expenses to the extent of ₹25,000/- cannot be accepted.

25. The petitioner has further stated that he could not attend his work and thereby suffered loss of income. However, no leave certificate, salary certificate, attendance register or certificate from the employer has been produced before the tribunal. Even though the petitioner claims to be an Arabic teacher earning ₹18,000/- per month, there is no documentary evidence to establish his income or the period during which he remained absent from duties. In absence of

acceptable evidence, no amount can be awarded towards loss of income during the laid up period.

26. Likewise there is no evidence to show that the petitioner has suffered any permanent disability affecting his future earning capacity. No disability certificate has been produced and no medical expert has been examined. Hence the compensation under the head of loss of future earning capacity does not arise.

27. Nevertheless, it cannot be ignored that the petitioner sustained injuries in the accident and would have undergone pain, inconvenience, and mental discomfort. He was required to take treatment immediately after accident. Though the injuries are simple in nature, reasonable compensation has to be awarded for pain and sufferings, incidental expenses, and temporary loss of amenities. Therefore, this

tribunal considers it appropriate to award compensation under following heads.

Sl.No.	Head	Amount (Rs.)
1	Pain and sufferings	15,000/-
2	Medical Expenses	200/-
3	Conveyance, nourishment and incidental expenses	5,000/-
4	Loss of amenities during treatment	9,800/-
Total		**30,000/-**

28. Thus the petitioner is entitled to global compensation of ₹30,000/-. Regarding liability will be discussed at the end of the Judgment. Accordingly, Issue No. 2 in MVC No. 69/2024 is answered **Partly in Affirmative**.

Issue No. 2 in MVC. 70/2024:

29. The petitioner is a minor aged about 12 years has filed a present claim petition through his natural guardian seeking compensation of ₹9,65,000/- for the injuries sustained in the road traffic accident dated

28.04.2024. Since Issue No. 1 has already been answered in the affirmative holding that the accident occurred solely due to the rash and negligent driving of Hyundai car bearing registration number KL-65-F-7733 by respondent no. 1. The petitioner is entitled to claim compensation under Section 166 of the Motor Vehicles Act. The only question that remains is the quantum of compensation and liability of the respondents.

30. The father of the minor petitioner has deposed on behalf of the petitioner as common evidence in MVC No. 69 of 2024 as PW.1. He has reiterated the averments made in the petition and has stated that due to accident, the petitioner sustained injuries to the face and tongue, spent more than ₹35,000/- towards treatment, was unable to speak as before, could not attend school and that his future education was adversely affected.

31. To support of the claim, the petitioner produced Ex.P23 to Ex.P26. Ex.P23 wound certificate reveals the following injuries;

- Two abrasions over the left cheek measuring 5x2cm and 3x2cm,
- Swelling over the left upper and lower lip and left eye,
- Cut lacerated wound over the tongue injury measuring 1x1cm, fair tenderness over right thigh.

32. The wound certificate clearly certifies that all the injuries are *simple in nature*. Ex.P24 is the casualty medical report, Ex.P25 CT scan of the brain clearly records no significant abnormality is detected in the brain. Ex.P26 consists of the medical bills and prescription for a total sum of ₹3,600/-. The petitioner has contended that he became unable to speak as before the accident and that he could not attend school. However, no doctor has been examined to establish that the tongue injury resulted in any permanent speech defect. No disability certificate has

been produced. The CT scan is normal and there is no medical opinion showing any neurological injury or permanent impairment.

33. Similarly although it is alleged that the petitioner could not attend school and that his education suffered, no school attendance certificate, progress report, transfer certificate or evidence of the Headmaster or any teacher has been produced. There is also no evidence that the petitioner lost an academic year or failed in any examination because of injuries sustained in the accident. Therefore, the claim regarding permanent speech difficulty, loss of education remains unsubstantiated.

34. It is also case of the petitioner that he spent more than ₹35,000/- towards treatment. However, the documentary evidence supports the medical expenditure only to the extent of ₹3,600/-. In the absence of supporting bills, the remaining claim cannot

be accepted. Though the injuries are simple in nature, it cannot be overlooked that the petitioner was a young school going child, aged only 12 years. Injuries to the face, lip, tongue and thigh would normally have caused pain, difficulty in eating and speaking for some time besides causing inconvenience and mental trauma. Therefore reasonable compensation deserved to be awarded under the conventional heads. Accordingly this tribunal awards compensation as following heads.

Sl.No.	Head	Amount (Rs.)
1	Pain and sufferings	25,000/-
2	Medical Expenses	3,600/-
3	Conveyance, nourishment and incidental expenses	6,400/-
4	Loss of amenities during treatment and temporary interruption of schooling	15,000/-
Total		**50,000/-**

35. Thus the petitioner is entitled to a global compensation of ₹50,000/-.The liability part will be discussed in later part of the Judgment. Accordingly

Issue No. 2 in MVC 70/2024 is answered **Partly in Affirmative.**

Issue No. 2 in MVC No.71/ 2024:

36. The petitioner is a minor child aged about one and a half years. The petition has been presented through his natural guardian and mother, Smt. Mursida seeking compensation of ₹6,05,000/- for the injuries sustained in the road accident dated 28.04.2024. Since, issue no. 1 has been answered in the affirmative holding that the accident occurred due to the rash and accident driving of Hyundai car bearing registration number KL-65-F-7733 by respondent no. 1, the petitioner is entitled to seek compensation under Section 166 of Motor Vehicles Act. The only question that remains for consideration is the quantum of compensation and liability of the respondents.

37. The petitioner being a minor aged only one and half years could not depose before the tribunal. Therefore

his mother and natural guardian has been examined as PW4. She has reiterated the avernments made in the petition and has deposed that due to accident the minor petitioner sustained injuries, and underwent treatment. To substantiate the claim, the petitioner has produced Ex.P27 to Ex.P32 documents. On careful perusal of Ex.P27 wound certificate, reveals following injuries

- Mild swelling over the upper lip
- Mild swelling and tenderness over the left wrist.

38. X-ray of the left wrist disclosed fracture of distal ulna. The doctor has opined that injury number 1 is *simple in nature* and injury number 2 is *grievous in nature*. Ex.P29 is the laboratory report, Ex.P30 consists of medical bills of ₹120/-. Ex.P32 is the X-ray film, which corroborates the fracture noted in the wound certificate. Thus, the documentary evidence

clearly establishes that the petitioner sustained a one grievous fracture and one simple injury in the accident.

39. It is true that the petitioner has not produced any disability certificate. The treating doctor has not been examined. There is also no medical evidence to show that the fracture resulted in permanent disability, deformity, or restriction of movements. Consequently, no compensation can be awarded towards permanent disability or loss of future earning capacity. However, this tribunal cannot ignore the fact that the petitioner was only 1.5 years old at the time of accident. A fracture injury suffered by child of such tender age would certainly cause severe pain, discomfort, and inconvenience. The child would necessarily require constant care and attention from the parents during the period of treatment and recovery.

40. Though the medical bills produced are only ₹120/-, it is well settled that compensation cannot be confined

merely to the amount covered by medical bills. Reasonable compensation has to be awarded for pain and sufferings, inconvenience and loss of amenities particularly when the injured is a minor child.

41. Keeping in view the age of the petitioner, nature of fracture, period required for healing and absence of permanent disability, this tribunal considers it just and reasonable to award compensation under following heads:

Sl.No.	Head	Amount (Rs.)
1	Pain and sufferings	40,000/-
2	Medical Expenses	120/-
3	Conveyance, nourishment and incidental expenses	4,880/-
4	Loss of amenities during treatment and temporary interruption of schooling	15,000/-
Total		**60,000/-**

42. Thus the petitioner is entitled to global compensation of ₹60,000/-. The liability part will be discussed in later part of Judgment. Accordingly, Issue

No. 2 in MVC No. 71/2024 is answered **Partly in Affirmative.**

Issue No. 2 in MVC No. 72 of 2024:

43. The petitioner has filed the present claim petition under Section 166 of Motor Vehicles Act, seeking compensation of ₹6,05,000/- for the injuries sustained in a road traffic accident that occurred on 28.04.2024. Since issue no. 1 has already been answered in the affirmative, by holding that the accident occurred due to rash and negligent driving of Hyundai car bearing registration number KL-65-F-7733 by respondent no.1, the petitioner is entitled to seek compensation. The only question that remains for consideration is the quantum of compensation and liability of the respondents.

44. The petitioner has examined herself as PW2 and reiterated the averments made in the claim petition. She has stated that because of accident she sustained

injuries, underwent treatment and incurred medical expenses. To substantiate the claim, the petitioner produced Ex.P12 to 16 documents. On careful perusal of Ex.P12 Wound certificate shows that the petitioner sustained following injuries

- Mild swelling over the lower leg, pain and tenderness is present.
- Pain over the chest and lower back with tenderness.

45. The injuries are diagnosed soft tissues injuries, the doctor has certified that the petitioner sustained both injuries are *simple in nature*. Ex.P13 consists of medical bills amounting to ₹180/-. Ex.P14 is the CT scan report. Ex.P15 and Ex.P16 are the bank passbook and Aadhar card. The petitioner has not produced any discharge summary to show she was admitted as a inpatient. No doctor has been examined to establish she has suffered any permanent disability or that she requires future treatment. There is no disability

certificate on record. Therefore, no compensation can be awarded towards permanent disability or loss of future earning capacity. Though the petitioner has claimed substantial amount of compensation, the medical expenditure supported by the documentary evidence is only ₹180/-. There is no evidence regarding prolonged treatment or any lasting consequences arising out of the injuries.

46. During cross-examination, the petitioner has admitted that a criminal case has been registered against the driver of Hyundai car. She has denied the suggestion that she did not sustain any injuries and that the wound certificate was created. Nothing substantial has been elicited to discredit her evidence. The petitioner was aged about 57 years on the date of accident. Though the injuries are simple in nature, an elderly person would naturally experience a greater pain and discomfort during recovery. Therefore,

reasonable compensation is required to be awarded towards pain and sufferings, incidental expenses, and temporary loss of amenities. Considering the age of the petitioner, the nature of injuries and documentary evidence on record, this tribunal awards compensation under following heads.

Sl.No.	Head	Amount (Rs.)
1	Pain and sufferings	18,000/-
2	Medical Expenses	180/-
3	Conveyance, nourishment and incidental expenses	4,820/-
4	Loss of amenities during treatment and temporary interruption of schooling	12,000/-
Total		**35,000/-**

47. Accordingly the petitioner is entitled to global compensation of ₹35,000/-.The liability will be discussed on later part of Judgment. Accordingly, Issue No. 2 in MVC No. 72/2024 is answered in **Partly Affirmative.**

Issue number 2 in MVC No. 73 of 2024:

48. The petitioner has filed the petition under Section 166 of Motor Vehicles Act seeking compensation of ₹5,95,000/- for the injuries sustained in a road traffic accident that occurred on 28.04.2024. Since the issue no.1 has already been answered in affirmative by holding that the accident occurred due to the rash and negligent driving of Hyundai car bearing registration number KL-65-F-7733 by respondent no. 1, the petitioner is entitled to claim compensation. The next question is regarding quantum of compensation and the liabilities of the respondents.

49. The petitioner has examined herself as PW4 and reiterated the averments made in the petition. She has deposed that because of accident she sustained injuries, underwent treatment and spent more than ₹35,000/- towards medical expenses. To support her claim, the petitioner has produced Ex.P33 to Ex.P40.

On perusal of Ex.P33 Wound certificate, it reveals that the petitioner sustained following injuries

- Pain over the abdomen.
- Abrasion over the sole of the right foot measuring 1x0.5cm.

50. The wound certificate clearly certifies that both the injuries are *simple in nature*. Ex.P34 is the CT scan report. Ex.P35 and Ex.P36 are the medical bills and prescription amount into ₹2,520/-. Ex.P37 to Ex.P40 are the supporting documents relating to identity and other particulars.

51. The petitioner has not produced any discharge summary to show that she underwent inpatient treatment. No doctor has been examined to establish that she sustained any permanent disability or that she requires future treatment. No disability certificate has been produced before the tribunal. Though the petitioner has pleaded that she spent more than

₹35,000/- towards treatment, the documentary evidence establishes medical expenditure only to the extent of ₹2,520/-. Therefore, the remaining claim cannot be accepted.

52. During cross-examination, only general suggestions were made on behalf of respondent no. 3 denying the claim. No material contradiction has been elicited in her evidence. Her testimony regarding the injuries sustained in the accident remains unshaken. The petitioner was aged about 22 years on the date of accident. The injuries are admittedly simple in nature.

53. Nevertheless, the pain, inconvenience, and temporary discomfort suffered by her due to the accident deserve to be compensated. However, in the absence of evidence regarding permanent disability, loss of earning capacity, or future medical treatment, compensation under those heads cannot be avoided.

Therefore this Tribunal considered it appropriate to award compensation under following heads.

Sl.No.	Head	Amount (Rs.)
1	Pain and sufferings	18,000/-
2	Medical Expenses	2,520/-
3	Conveyance, nourishment and incidental expenses	4,480/-
4	Loss of amenities during treatment	10,000/-
Total		**35,000/-**

54. Accordingly the petitioner is entitled to global compensation of ₹35,000/-. The liability will be discussed on later part of Judgment. Accordingly, Issue No.2 in MVC.73/2024 is answered **Partly in Affirmative.**

Issue number 2 in MVC No.74 of 2024:

55. The petitioner has filed the present petition under Section 166 of Motor Vehicles Act seeking compensation of ₹5,75,000/- on account of the injuries sustained in the road traffic accident that occurred on

28.04.2024. This tribunal has already answered issue no.1 in the affirmative, by holding the car, the accident occurred solely due to rash and negligent driving of Hundai, car bearing registration number KL-65-F-7733 by respondent no. 1. Therefore, the petitioner is entitled to seek compensation. The only question that remains is regarding the quantum of compensation and liability of the respondents.

56. The petitioner examined herself as PW3 and reiterated the averments made in the claim petition. She has deposed that because of accident she sustained injuries and underwent treatment. In support of her claim the petitioner has laid upon Ex.P17 to Ex.P22. A careful reading of Ex.P17 wound certificate discloses the petitioner sustained following injuries,

- Swelling, pain and tenderness over the left below knee.
- Pain over the chest, hip and lower back.

57. The doctor has certified that both the injuries are simple in nature. Ex.P18 and Ex.P.19 consists of medical bills amounting to₹210/-. Ex.P20 is the CT scan report. Ex.P21 and 22 are the bank passbook and Aadhar card respectively. The petitioner has not produced any discharge summary to show that she was admitted as an inpatient. No treating doctor has been examined. No disability certificate has been produced to establish that she sustained any permanent physical disability. There is no evidence to show that she requires any future medical expenses.

58. Though the petitioner has claimed compensation of ₹5,75,000/- there is no documentary evidence to show that she incurred substantial medical expenditure. The medical bills produced before the tribunal are only ₹210/-. The cross-examination of PW3 also does not disclose any material contradiction. Only formal questions have been made during the claim. Such

suggestions have been denied by the petitioner. Therefore, her evidence regarding injuries sustained in the accident remains accepted.

59. From the medical records produced before the tribunal, it is clear that the petitioner sustained only simple injuries. There is no evidence regarding permanent disability, loss of earning capacity or future medical expenses. Consequently compensation under those heads cannot be awarded.

60. However, merely because the injuries are simple, the petitioner cannot be denied reasonable compensation. The injuries would have certainly caused pain, inconvenience, and temporary discomfort during the period of treatment. Therefore, reasonable compensation deserved to be awarded under conventional heads. Considering the nature of injuries, the period of treatment and documentary evidence

available on record, this petitioner considers following compensation to be just and reasonable.

Sl.No.	Head	Amount (Rs.)
1	Pain and sufferings	18,000/-
2	Medical Expenses	210/-
3	Conveyance, nourishment and incidental expenses	4,790/-
4	Loss of amenities during treatment	12,000/-
Total		**35,000/-**

Thus the petitioner is entitled to global compensation of ₹35,000/-. Accordingly, Issue number 2 in MVC 74 of 2024 is answered **partly in the affirmative.**

Liability in all petitions:

61. Respondent no. 3 National Insurance Company Ltd., in all petitions has taken a specific defence that respondent no. 1 who was driving the offending vehicle Hyundai car bearing registration number KL-65-F-7733 did not possess a valid and effective driving licence on the date of accident and therefore there was

a breach of policy conditions. In support of the said contention, respondent no. 3 examined RW1 and produced Ex.R2, namely the certified copy of the charge sheet.

62. On careful perusal of Ex.R2 reveals that after investigation the police have charge sheeted respondent no. 1 and not only for the offences punishable under Section 279, 337, 338 IPC, but also under Section 181 of Motor Vehicles Act for driving the vehicle without a valid licence. Respondent no. 2 being the owner of the offending vehicle has also been charge sheeted under Section 181 of Motor Vehicles Act for permitting unlicensed person to drive the vehicle.

63. Despite such defence, respondent no. 1 and respondent no. 2 in all the petitions have not produced any valid driving licence before this tribunal. Therefore, this tribunal is satisfied that respondent no. 3 has established breach of policy conditions.

64. The learned counsel for respondent no.3 has laid upon several decisions of Hon'ble High Court of Karnataka, namely

1. *Bhagyashree v/s Bajaj Allianz General Insurance Co. Ltd. in MFA 4739/2024 dated 06.11.2025.*
2. *Adilakshmamma v/s Raju B. in MFA No. 3297/2019 dated 13.04.2023.*
3. *Branch manager, National Insurance Co. Ltd. Bijapur v/s Eeranna Mallangoda Biradar, MFA No. 31414/2011 dated 18.09.2014.*
4. *Tata AIG General Insurance Co. Ltd. v/s K. R. Prakash, M. A. No. 3390/2015 dated 22.04.2024*
5. *Sriram General Insurance Co. Ltd. v/s Sunita @ Nagaveni, MFA No. 3288/2013 clubbed with MFA No.3287/2013 dated 29.01.2024.*
6. *Divisional Manager, United India Insurance Co. Ltd. v/s Sundara Devadiga, MFA No.2014/2014 dated 15.04.2024.*
7. *CMA 747 and 753 of 2025 dated 06.02.2026 the Manager SBI General Insurance Company Vs Tamil Selvi, Hon’ble Madurai Bench of Madras High Court.*

8. *Civil Appeal No.--2026 araising out of SLP(C) No.6743-6744 of 2023, dated 30.07.2026, Reliance General Insurance Company Vs Omprakash and others.*

65. Placing reliance on above decisions, it is contended that respondent no. 1 was not possessing a valid and effective driving licence on the date of accident and respondent no. 2 knowingly entrusted the vehicle to an unlicensed person. Therefore, according to respondent no. 3, there is a fundamental breach of policy conditions and the insurer cannot be saddled with liability.

66. There is no dispute regarding the legal principles laid down in the above said decisions that the permitting a person who does not possess a valid driving licence to drive the vehicle amounts to breach of policy conditions. Evidence on record, the particularly Ex.R2 the chargesheet copy clearly

establishes that respondent no.1 was not holding a valid driving licence on the date of accident and respondent no. 2 permitted him to driving the offending car.

67. Therefore respondent no.3 has successfully established breach of policy conditions. However the question that arises for consideration is not merely whether there is a breach of policy conditions, but whether such a breach would completely absolve the insurer from satisfying the award in a claim filed by an innocent third party victim. In the present case, the petitioner is innocent pedestrian who suffered grievous injuries due to rash and negligent driving the offending car. The petitioner had no role in the breach of policy conditions committed by respondent no.1 and 2. Denial of compensation to such a victim would defeat the beneficial object of Motor Vehicles Act.

68. In the recent judgment of Hon'ble Apex Court in Reliance General Insurance Company Ltd stated supra, held that any insurer cannot be fastened with final liability merely on the basis of unsupported secondary evidence claiming that a driving license was valid. Unless valid official records established that the license was effective on the date of the accident, the insurer is entitled to avoid ultimate liability, subject to the doctrine of pay and recover in favour of third party claimants.

69. The Judgment of Hon'ble Apex Court in *M. Ananthi & others v/s P. Venkateshan and another in Civil Appeal No.1175/2025* arising out of SLP(C) No. 377/2023 dated 29.01.2025. In the said decision, the Hon'ble Supreme Court considered a case where the driver of offending vehicle was not holding a valid driving licence. Para 8 of the judgment reads as follows:

> "8. We find no error or illegality in the said part of the order also. However, while granting the compensation of Rs.10,36,000/- (rupees ten lakhs thirty-six thousand) with interest, the High Court has not directed the Insurance Company to pay the sum and to recover the same from the owner/driver."

Further, in para No.9 observed as follows;

> *"9.* In the case of *National Insurance Company Ltd. versus Swarana Singh and others, (*2004) 3 SCC 297, it has been laid down that the claimant should not be allowed to suffer and run about to release the compensation awarded and that, it is in the fitness of things that the insurance company in such cases should first pay and then recover the amount."

Further, in para No.11 observed as follows;

> "11. The respondent no. 2 is at liberty to recover the aid amount from the owner/driver of the vehicle in accordance with law."

70. Hon'ble Supreme Court observed that even where the insurer establishes a breach of policy condition relating to driving licence, the appropriate course would be to direct the insurer to satisfy the award in first instance and thereafter recover the amount from

the owner and driver of the offending vehicle. The principle laid down in *M. Ananthi v/s P. Venkateshan* squarely applies to the facts of the present case here also.

71. The offending vehicle was covered by a valid insurance policy on the date of accident. The claimant is a third party victim. The insurer has established that the rider did not possess a valid driving licence. The breach of policy conditions is attributable to respondent no.1 and 2 and not to the petitioner. Therefore, while accepting the contention of respondent no.3 that there was a breach of policy conditions, this tribunal is of the considered opinion that such a breach does not absolve the insurer from satisfying the award vis-a-vis the third party claimant.

72. Following the law led by Hon'ble Supreme Court in *National Insurance Company v/s Swarnsingh and*

reaffirmed in M. Ananthi v/s P. Venkateshan, and Reliance General Insurance Company Vs Omprakash and others, respondent no. 3 is directed to pay the compensation amount to the petitioners/third party claimants in the first instance and thereafter recover the same from respondent no. 1 and 2 jointly and severally in accordance with law. Accordingly, the contention of respondent no. 3 seeking complete exoneration from liability cannot be accepted. The proper course in the facts and circumstances of the case is to apply the principle of pay and recover.

73. In so far as respondent no. 4 Owner of vehicle No. KA-12-MB-7144 and respondent No.5 Reliance General Insurance Company in MVC 69/2024, 70/2024, 72/2024 and 74/2024 and respondent No.4- Reliance General Insurance Company in MVC No. 71/2024 and 73/2024 are concerned, the evidence on record clearly establishes that accident occurred solely due to the

rash and negligent driving of Hyundai car bearing registration number KL-65-F-7733. No negligence has been attributed to the driver of Maruthi Ignis car bearing registration number KA-12-MB-7144, in which the petitioner was travelling. Reliance General Insurance Company itself has admitted in its evidence that the first respondent was the tortfeaser and that Reliance General Insurance Company is only a formal party. Hence, no liability can be fastened as owner and insurer of vehicle bearing No. KA-12-MB-7144 and the petition against them deserve to be dismissed.

74. **Issue No.3 in all the petitions:** In view of findings on Issue No.1 and 2, I proceed to pass following;

ORDER

The claim petitions filed by the petitioners under Section 166 of Motor Vehicles Act in MVC in 69/2024, 70/2024, 71/2024, 72/2024, 73/2024 and 74/2024 are **partly allowed with costs.**

The petitioners are entitled to compensation as follows:

Case No.	Compensation Awarded
MVC 69/2024	Rs.30,000/-
MVC 70/2024	Rs.50,000/-
MVC 71/2024	Rs.60,000/-
MVC 72/2024	Rs.35,000/-
MVC 73/2024	Rs.35,000/-
MVC 74/2024	Rs.35,000/-

The petitioners in all the above cases shall be entitled to interest at a rate of 6% per annum on the above compensation amounts from the date of petition till the date of realization.

Respondent no. 3 National Insurance Company Ltd. being the insurer of the offending Hyundai car bearing registration number KL-65-F-7733 vehicle shall transfer compensation amount together with the accrued interest to the account of petitioner through NEFT/RTGS.

MVC No.69/2024

Account Holder	:	**Mahammed U**
Bank	:	**Union Bank of India,**
Account No.	:	**520101055945471**

IFSC Code	:	**UBIN0903604**
Branch	:	**Nellihudikeri Main Road, Nellihudikeri.**

MVC No.70/2024

Account Holder	:	**T. M. Muhammed Muktar,**
Bank	:	**Union Bank of India**
Account No.	:	**520101264738003**
IFSC Code	:	**UBIN0903604**
Branch	:	**Nellihudikeri Main Road, Nellihudikeri.**

MVC No.71/2024

Account Holder	:	**K. A. Muhammed Nazal**
Bank	:	**Canara Bank**
Account No.	:	**110318832171**
IFSC Code	:	**CNRB0000554**
MICR Code	:	**571015529**
Branch	:	**Napoklu H. N. Plaza, Bethu Road, Napoklu, Kodagu District.**

MVC No.72/2024

Account Holder	:	**Aisamma**
Bank	:	**Kaveri Grameena Bank**
Account No.	:	**12282100004317**
IFSC Code	:	**PKGB0012282**
Branch	:	**Hakathur**

MVC No.73/2024

Account Holder	:	**Murshida T. M.**
Bank	:	**Union Bank of India**
Account No.	:	**520101055940461**
IFSC Code	:	**UBIN0903604**
Branch	:	**Nellihudikeri Main Road, Nellihudikeri.**

MVC No.74/2024

Account Holder	:	**Smt. Rukya M. A.**
Bank	:	**Union Bank of India**
Account No.	:	**520101055945461**
IFSC Code	:	**UBIN0903604**
Branch	:	**Nellihudikeri Main Road, Nellihudikeri.**

Such transfer/deposit shall be made within a period of 60 days from the date of this award.

In the event of failure to transfer the awarded amount with accrued interest within stipulated period of 60 days, respondent No.3 shall liable to pay interest at the rate of 9% per annum on awarded amount, from the date of default till realization.

Though respondent no. 3 has successfully established that respondent no. 1 was not holding a valid driving licence as on the date of accident and that there was a breach of policy conditions in view of law laid down by Hon'ble Supreme Court in *M. Ananthi and others versus P. Venkatesan and others. Civil Appeal No. 1175 of 2025* (arising out of SLP(C) No.377 of 2023), respondent no. 3 shall first satisfy the award and shall thereafter be at liberty to recover the compensation amount in all the petitions from respondent no. 1 and respondent no. 2 in accordance with law without filing a separate suit.

The claim petitions against respondent No.4 owner of vehicle bearing No. KA-12-MB-7144 and respondent No.5-insurer in MVC No.69/2024, 70/2024, 72/2024 and 74/2024 and respondent No.4 in MVC No.71/2024 and 73/2024 is dismissed.

MVC No. 70/2024 and MVC 71/2024, since the petitioners are minors, the entire compensation amount with the accrued interest shall be deposited in the petitioners bank account till minors attains the age of majority. The natural guardian is permitted to withdraw the periodical interest for welfare, education and maintenance of the child after due verification.

Since the amount of compensation awarded in MVC No.69/2024, 72/2024, 73/2024 and 74/2024 is small the deposit is dispensed.

The concerned bank manager is directed to strictly comply with this order and submit a copy of fixed deposit receipt in respect of petitioners in MVC 70/2024 and MVC 71/2024, before this Tribunal within 10 days from the date of transfer of award amount.

Draw separate awards in all the six claim petitions.

Keep the original judgment in MVC No. 69 of 2024 and place copies thereof in MVC No. 70 of 2024, 71 of 2024, 72 of 2024, 73 of 2024 and 74 of 2024.

Advocate's fee is fixed at ₹2000/- in each of the petition as per rules.

(Dictated to the dictaphone, transcribed through AI adalath, and thereafter corrected and pronounced by me in the open Court on this the **05th day of August 2026)**.

(S.NATARAJ)
II Addl.District and Sessions Judge & MACT,
Kodagu-Madikeri, Sitting at Virajpet.

<u>LIST OF WITNESSES EXAMINED FOR THE PETITIONER:</u>

PW.1	Mahammed U
PW.2	Aisamma
PW.3	Rukya
PW.4	T. M. Murshida

<u>LIST OF COMMON DOCUMENTS EXHIBITED ON BEHALF OF ALL THE PETITIONERS:</u>

Exhibit No.	Description of Document
Ex.P.1	Certified copy of the FIR
Ex.P.2	Certified copy of Complaint
Ex.P.3	Certified copy of Crime Details Form
Ex.P.4	Certified copy of Charge sheet
Ex.P.5	Certified copy of Wound Certificate
Ex.P.6	Notarized copy of casualty medical report
Ex.P.7	Notarized copy of Aadhar Card
Ex.P.8	Notarized copy of Bank pass book
Ex.P.9	Medical Bill
Ex.P.10 & 11	Notarized copy of two Driving License
Ex.P.12	Certified copy of Wound Certificate (subject to production of typed copy)
Ex.P.13	Xerox Medical Bill
Ex.P.14	Xerox CT Scan
Ex.P.15	Notarized copy of Bank pass book
Ex.P.16	Notarized copy of Aadhar Card
Ex.P.17	Certified copy of Wound Certificate (subject to

	production of typed copy)
Ex.P.18 & 19	Xerox two Medical Bill
Ex.P.20	Xerox CT Scan
Ex.P.21	Notarized copy of Aadhar Card
Ex.P.22	Notarized copy of Bank pass book
Ex.P.23	Certified copy of the Wound Certificate subject to typed copy
Ex.P.24	Casualty report
Ex.P.25	CT Scan of brain
Ex.P.26 (series)	Five Medical bills and prescription bills
Ex.P.27	Certified copy of Wound Certificate of my minor son.
Ex.P. 28	Casualty Medical report
Ex.P.29	X-ray report
Ex.P.30	Bill in respect of X-ray
Ex.P.31	Prescription bill
Ex.P.32	X-ray
Ex.P.33	Certified copy of Wound Certificate subject to typed copy
Ex.P.34	Radiology report with images
Ex.P.35 & 36	Two medical bills
Ex.P.37	Notarized RC Card
Ex.P.38	Notarized Insurance Policy
Ex.P.39	Notarized Aadhar Card
Ex.P.40	Notarized passbook

LIST OF WITNESSES EXAMINED ON BEHALF OF RESPONDENTS:

RW.1 Manu S

RW.2 Prerana V. N.

LIST OF DOCUMENTS EXHIBITED FOR RESPONDENTS :

Exhibit No.	Description of Document
Ex.R.1	True copy of Insurance Policy
Ex.R.2	True copy of Chargesheet in FIR No.72/2024.
Ex.R.3	Authorization letter
Ex.R.4	Insurance Policy.

LIST OF WITNESSES EXAMINED ON BEHALF OF COURT:

.............NIL..............

LIST OF DOCUMENTS EXHIBITED FOR COURT:

.............NIL..............

II Addl.District and Sessions Judge & MACT,
Kodagu-Madikeri, Sitting at Virajpet.