

KAMS080021422025



**IN THE COURT OF PRINCIPAL SMALL CAUSES & SENIOR
CIVIL JUDGE & M.A.C.T. AT MYSURU.**

Presided Over by SRI AFTHAB.K

Dated on this the 1st day of April, 2026

M.V.C.No.1899/2025

Petitioner:

Kum. Rashmika C D/o. Chandrakumar K.G.,
Age: 7 years, Since Minor represented by
her father Sri. Chadrakumar G. S/o. Late
Govindaraju, Age: 48 years, R/at No.20,
Hakke village, Hulse kanive, Kanive post,
Somwarpete taluk, Kodagu district-571232.
Also r/at Karthalu village and post,
Chunchakatte hobli, Saligrama taluk,
Mysuru district-571617.

(By Sri. M.B. Ganesha, Advocate)

Vs.

Respondents :

1. Sri. K.M. Mahadevappa S/o Late K.M.
Mariyappa, Age: 49 years, R/at Keragodu
village, Lakkur post, Ramanathapura hobli,
Arakalagudu taluk, Hassan district-573150.
Owner of the motorcycle bearing No.KA-13/HA-6585

2. United India Insurance Co. Ltd.,
Divisional office, T.P. Hub, Ballal circle,

Chamarajapuram, Mysuru-570005.
Owner of the motorcycle bearing No.KA-13/HA-6585
Policy No.0402013124P101451718
valid from 27.04.2024 to 26.04.2029

(R1 – Exparte)

(R2 – Sri. P.A. Sanath Kumar, Advocate)

PARTIES TO IA-I

Applicant/s: Kum. Rashmika C

Vs.

Respondent/s: Sri. K.M. Mahadevappa and another

PARTIES TO JOINT MEMO

Applicant/s : Kum. Rashmika C

Vs.

Respondent/s : United India Insurance Co. Ltd.

ORDER ON JOINT MEMO and IA NO.I

1. The IA No.I is filed by the legal guardian of minor petitioner under Order XXXII Rule 7 of C.P.C. seeking permission of this tribunal to enter into a compromise in this case on behalf of minor petitioner along with a joint memo filed by the parties to the petition under Order XXIII Rule 3 of CPC seeking permission of this tribunal to compromise the matter.

2. *Brief facts of the case :*

The petition is filed seeking compensation from the respondents to the tune of ₹.9,65,000/- along with interest for the injuries sustained by the

minor petitioner in the road traffic accident. After due service of notice on main petition, the respondents appeared before the tribunal through their counsel. Thereafter the parties arrived at a compromise and in order to report the same the application under Order XXXII Rule 7 of C.P.C. and joint memo which are under consideration are filed.

3. Heard counsel for the either parties.
4. On careful perusal of present application and the affidavit in support of it, the following points arise for my consideration:
 1. *Whether the next friend of the petitioner proves that the compromise is for the benefit of the minor petitioner?*
 2. *Whether the present compromise petition is legally acceptable and fit to be allowed?*
 3. *What order?*
5. After carefully analyzing the terms of the compromise and the arguments canvassed this tribunal proceeds to answer the aforesaid issue as under:

<i>Point No. I & II</i>	<i>: In the affirmative</i>
<i>Point No. III</i>	<i>: As per the final orders,</i>
	for the following reasons.

REASONS

6. **POINT NO.1 and 2 :**

As regards to the application under Order XXXII rule 7 of C.P.C., this tribunal is required to consider if the compromise is for the benefit of the minor petitioner. This tribunal has perused the joint memo which

makes it clear that the next friend of the petitioner has agreed to receive a sum of ₹.3,00,000/- as full and final compensation.

7. In the joint memo, it is clearly mentioned that the next friend of the petitioner has agreed to receive a sum of ₹.3,00,000/- as full and final compensation. Further it is clear that the the next friend of the petitioner has taken adequate steps to safeguard the interests of the minor petitioner, as such it can be held that the interest of petitioner is well represented and hence the same has to considered as being entered into for the benefit of minor. Wherefore the compromise sought to be permitted amply satisfies all the pre requisites of Order XXXII. In fact no matter from which angle the present compromise is viewed, it is the firm view of this tribunal that the same is arrived at keeping in mind the interest of the minor plaintiff. Moreover the compromise is further supported by the certificate issued by the counsel representing petitioner, who also certifies that the compromise is for the benefit of the minor and may be permitted.

8. The petition is filed seeking compensation for injuries sustained by the minor petitioner in the road traffic accident, to the tune of ₹.9,65,000/- and the parties have agreed to compromise the matter for a sum of ₹.3,00,000/-, which shall be the full and final compensation amount. Under such circumstances the only question which arises for consideration before this tribunal is whether the present compromise petition is legally enforceable.

9. The questions that this tribunal needs to consider are *whether the parties are competent to enter into compromise, whether there is consensus ad idem, whether the compromise is entered into voluntarily; and finally whether the terms of the compromise are legally enforceable*. In this regard it is necessary to state that the petition is one of compensation and the next friend of the petitioner has agreed to receive a total sum of ₹.3,00,000 /- as full and final compensation. As regards to the question whether the compromise is voluntary, all the parties were enquired in the tribunal and questioned if the compromise was entered into voluntarily. All the parties state that the consent is voluntary and as regards to Consensus ad idem i.e., the parties understanding the terms of the compromise and its consequences, the same was read over and explained to them in the tribunal and parties to the compromise have stated that they have affixed their signatures only after reading and understanding the contents of the compromise petition.

10. Finally the question whether the terms of the compromise are legally enforceable, in this regard it is clear that the respondent No.2 has agreed to pay a sum of ₹.3,00,000/- to the petitioner as full and final compensation amount. Under such circumstances where the parties themselves have no grievance against the terms of compromise, this tribunal should not have any legal impediment to allow the compromise petition. In fact the parties submitted that they agreed to the said terms of compromise voluntarily and hence the same can be accepted.

11. Apart from this the parties were inquired in the open tribunal as well, to ascertain if the compromise is voluntary and all the parties state that the said compromise is entered into with their consent and this tribunal can proceed to allow the same. They also state that only after understanding the consequences of the same, the compromise petition was signed by them. Hence this tribunal holds that compromise petition is held to be valid and legally enforcement and it is also held that the compromise is entered for the benefit of the minor and hence the parties have to be permitted to proceed with the same.

12. Learned counsel for the petitioner submitted that instead of keeping entire amount in the FD in the name of petitioner, some amount may be released in favor of the petitioner through his next friend as the next friend of the minor needs to bear the medical expenses of the petitioner including the future medical expenses. Further the next friend of the petitioner has even filed an affidavit to that effect. As such relying on the decision of the Hon'ble Apex Court in *General Manager, Kerala State Road Transport Corporation, Trivandrum Vs. Susamma Thomas and Others* reported in (1994) 2 SCC 17, wherein it has been held clearly that the *amount payable to the minors should not be normally released*. However at para-17 it is observed thus

(i) The Claims Tribunal should, in the case of minors, invariably order the amount of compensation awarded to the minor be invested in long term fixed deposits at least till the date of the minor attaining majority. The expenses incurred by the guardian or next friend may, however, be allowed to be withdrawn;

The essence of the said judgment is that the next friend is entitled to withdraw the expenses incurred. Wherefore this tribunal proceeds to answer **the Point No.1 and 2 in the affirmative.**

13. **POINT NO.3:**

In view of the finding of this tribunal on Point No.1 and 2, this tribunal proceeds to pass the final order passed as under :

ORDER

“The IA-I filed under Order XXXII Rule 7 of CPC is hereby allowed.

The joint memo filed by the parties to the petition is hereby accepted.

The petition stands disposed off as per the terms of joint memo.

The joint memo filed by the parties shall form part of this order.

Further as the petitioner is a minor the sum of ₹.1,00,000/- (Rupees One Lakh only) shall be kept in fixed deposit in the name of petitioner in any scheduled or Nationalised bank until he attains majority and the the next friend of the petitioner is entitled to get the interest amount released periodically.

Further considering the memo filed by the petitioner, wherein it is asserted that the petitioner has incurred more than ₹.1,50,000/- towards medical expenses and has to incur future medical expenses as well, the remaining sum of ₹.2,00,000/- (Rupees Two Lakhs only), is ordered to be released in favor of the next friend of the petition towards the medical expenses of the petitioner.

The Respondent No.2 is directed to deposit the amount at the earliest without causing unnecessary delay.

Draw award accordingly."

(Direct typed by me and then pronounced in the open tribunal on this the 1st day of April, 2026)

(AFTHAB.K)
Prl. Judge, Court of Small Causes
& MACT, Mysuru