KATK800009042023

**BEFORE THE MOTOR ACCIDENTS CLAIMS TRIBUNAL AT SIRA**

**(IN THE COURT OF PRL.SENIOR CIVIL JUDGE & JMFC., AT SIRA)**

**PRESENT**

**Smt.ZARIFA BANU A.R.**
**B.A.L., LL.M.**

**PRL. SENIOR CIVIL JUDGE & JMFC., SIRA.**

**DATED THIS THE 1st DAY OF JUNE 2026**

**M.V.C./ 494 /2023**

**BETWEEN**

K.Ranganathappa,
S/o late Kamanna,
Aged about 55 years,
R/o Kataveeranahalli village,
Kataveeranahalli post,
Kallambella Hobli, Sira Taluk.

**(Rptd: By Sri.S.M., Adv)**

**Petitioner**

**AND**

1. Prabhu T.,
   Major,
   R/o No.32/2, 4th Main,
   Byraveshwara Nilaya,

Chamundi Nagar
Main Road, R.T.Nagar,
Bengaluru – 560032.
(Policy holder of the Car
bearing Reg.No.KA.51.ML.4358)

2. Ravikumar,
S/o Sharanappa,
No.391/1A, 6th Cross Classic,
Paradise Layout, Begur,
Bommanahalli,
Bengaluru – 560068.
(RC Owner of the Car bearing
Reg.No.KA.51.ML.4358)

3. The Divisional Manager,
Bikram Singh Rana,
New India Assurance Co. Ltd.,
Opp. Srirama Mandira Temple,
1st Floor, Barline,
K.R.Extension,
General Kariyappa Road,
Tumakuru -1.

(Policy No.14060031210200004001
Valid from 26.03.2022 to 25.03.2023)

4. Parameshwarappa D.,
S/o Dasappa,
R/o Kataveeranahalli village,
at post, Sira Taluk,
Tumakuru District – 572125.

(RC Owner of Mahendra TUV Car
bearing Reg.No.KA.06.P.3114)

5. The Manager, Srinidhi,
The Regional Manager,
United India Insurance Co. Ltd.,
Jayadeva Complex,
B.H.Road, Tumakuru.
(TUV Car bearing
Reg.No.KA.06.P.3114)
Policy No.0714003122P102755471
covering from 29.06.2022 to 28.06.2023)

**(R.1, 2 & 4 placed as exparte)**
**(Rptd: By Sri.KVSR., Adv for R3)**
**(Rptd: By Smt.BTL., Adv for R5)**

**Respondents**

**-: JUDGMENT :-**

The petitioner has filed this petition U/s 166 of Motor Vehicles Act, against the respondents seeking compensation of Rs.10,00,000/- along with interest at 12% per annum, with respect to the injuries sustained by him in a road traffic accident.

2. **<u>The brief facts of the petitioner's case are as follows</u>:**

That, on 12.11.2022 at about 7.30 p.m. the petitioner along with his relatives were proceeding in a Mahendra TUV Car bearing Reg.No.KA.06.P.3114**(here in after referred as Offending vehicle No.1)** from Kataveeranahalli to Kolala to attend their relative marriage and the above said Car was driving by one K.R.Ranganath and others were seated as inmates and when they reached near Damagalaiahnapalya gate, Koratagere taluk, at that time, the driver of Ford Car bearing Reg.No.KA.51.ML.4358 **(here in after referred as Offending vehicle No.2)** drove the same with high speed in rash and negligent manner and dashed to the petitioner's Car from opposite side and caused the accident. Due to the impact the petitioner and other inmates of the Car have sustained bleeding grievous injuries and immediately the petitioner was taken First aid at General Hospital, Koratagere and then taken treatment at Government hospital, Sira and treated as inpatient. The petitioner further contended that the accident caused due to the rash and negligent driving of the drivers of the both vehicles. The respondent No.2 and 4 being the owners and respondent NO.3 & 5 being the insurers and respondent No.1 being the policy holder of the offending vehicles respectively are jointly and severally liable to pay the compensation to the petitioner. Hence this petition.

**3.** In pursuance to the notices issued, to the respondents, respondent No.1, 2 & 4 did not appear and placed as exparte and respondent No.3 & 5 appeared through their counsels and filed their objection statements.

**4.** The respondent No.3 in its objection by denying the accident, age, income and occupation of the petitioner, contended that this respondent has issued the insurance policy for the vehicle bearing Reg.No.KA.51.ML.4358 covering the period from 26.03.2022 to 25.03.2023 as the “liability policy” and as per the terms and conditions of the above said policy, inmates of the vehicle bearing Reg.No.KA.51.ML.4358 are not covered under the policy. Further if the accident occurred only due to rash and negligent driving of the car bearing Reg.No.KA.06.P.3114 and as such this respondent is not the proper and necessary party to the above proceedings. The driver of the offending vehicle does not hold valid and effecting driving license on the date of alleged accident to drive the type of vehicle allegedly involved and owner of the vehicle, knowingly allowed a driver who has no valid and effective driving license to the class and type of vehicle at the time of accident. The liability of this respondent if any is subject to validity of the permit of the vehicle in question and validity of the policy issued if any in favour of the 1st respondent and the validity of the effective D.L. of the driver of the vehicle in question and subject to terms, conditions and limitations and exceptions of the policy at the relevant point of time. The amount of compensation and interest claimed by the petitioner is highly excessive, exorbitant and without any legal basis. On these grounds and such others it prays to dismiss the petition.

**5.** The respondent No.5 in its objection by denying the accident, age, income and occupation of the petitioner, contended that this respondent has issued a policy to the vehicle bearing Reg.No.KA.06.P.3114 and accident has not happened due to rash and negligent driving of the above said vehicle and accident was exclusively happened due to rash and negligent driving of the vehicle bearing Reg.No.KA.51.ML.4358. Further contended that as on the date of alleged accident the driver of the vehicle was not holding driving license. Hence, this respondent is not liable to pay compensation to the petitioner. Hence, prays to dismiss the petition against this respondent.

**6.** On the above rival pleadings, issues have been framed as follows:

**I S S U E S**

1) Whether the petitioner proves that, the accident in question was occurred on 12.11.2022 at about 7.30 p.m. near Damagalaiahnapalya gate,

Koratagere Taluk, Tumakuru district, due to rash and negligent driving of Ford Car bearing Reg.No.KA.51.ML.4358 by its rider?

2) Whether the petitioner is entitled for any compensation? If so, at what extent and from whom?

3) What Order or relief?

**7.** To prove the averments of petition, the petitioner examined himself as PW.1 who produced and got marked Ex.P1 to 14 documents and closed his side evidence. On the other hand Assistant manager (claims) of respondent No.3 company by name Manjunatha G. examined as RW.1 who produced and got marked Ex.R1 & 2 documents and respondent No.5 examined its administrative officer as R.w.2 and he got marked one documents as Ex.R3 and closed its side evidence .

**8.** Heard arguments of both sides and perused the materials placed on record.

**9.** My findings to the above issues are as under.

**Issue No.1** - As partly in the affirmative

**Issue No.2** – As partly in the affirmative

**Issue No.3** - As per final orders
for the following,

-: **R E A S O N S** :-

**10.** **Issue No.1:-** According to the petitioner the accident occurred due to the rash and negligent driving of the drivers of offending vehicles. To substantiate the same the petitioner filed his affidavit in lieu of examination in chief, examined himself as PW1 and placed reliance on Ex.P1 to 8 documents. Wherein, Ex.P1 is FIR, Ex.P2 is complaint, Ex.P3 is spot mahazar, Ex.P4 is rough sketch, Ex.P5 is seizure mahazar, Ex.P6 is IMV report, Ex.P7 is wound certificate and Ex.P8 is charge sheet.

**11.** In its objection statement the respondent No.3 and 5 had disputed the genesis of case of the petitioner. The respondent No.3 examined its official as R.w.1 who deposed that the accident occurred due to the rash and negligent driving of car bearing Reg.No.KA.06.P.3114, who driving the car without holding valid and effective D.L. at the time of accident, as such the respondent No.3 is not liable to pay compensation to the petitioner. The respondent No.5 examined its official as R.w.2 who deposed that the accident occurred due to the rash and negligent driving of the vehicle bearing Reg.No.KA.51.ML.4358. However Rw.1 and 2 during their cross examination as admitted that the accident occurred between two vehicles head on collusion and both have admitted that the police after detailed investigation has filed charge sheet against the drivers of both vehicles. Further they have admitted that the policy issued by them was in force at the time of accident.

**12.** Furthermore, the police after conducting a detailed investigation, has placed charge sheet against Manu/the driver of offending vehicle No.1 bearing Reg.No.KA.06.P.3114 for the offences punishable U/Sec.279, 338 and 304(A) of IPC and U/Sec.181 of IMV act and Ranganatha/the driver of the offending vehicle No.2 bearing Reg.No.KA.51.ML.4358 for the offences punishable U/sec.279, 338 and 304(A) of IPC and against the respondent NO.2/Ravikumar for the offence punishable U/Sec.180 of IMV Act. Said charge sheet has not been disputed. The accident spot mahazar/Ex.P.4 goes to show that the accident occurred in the middle of the road, the same is inconsonance with the FIS lodged by the petitioner. From the said oral as well as documentary evidence adduced by both parties it meticulously appears that, if the drivers of both vehicles would be conscious they could have been avoided the accident. Thus, this court is of the considered view that the accident occurred due to the rash and negligent driving of both drivers of offending vehicles. As discussed supra, the petitioner by leading his evidence and by producing the relevant documents is able to establish the factum of accident, which had occurred due to the actionable negligence of the drivers of the both offending vehicles. **Thus for all these reasons this tribunal answers issue No.1 in the partly affirmative.**

**13. <u>Issue No.2</u>:** The next question which arises for the consideration of the tribunal is as to what should be the quantum of compensation to be awarded to the petitioner. Immediately after the accident the petitioner was taken to General Hospital, Koratagere and then to General hospital, Sira. The aforesaid fact substantiated by discharge summary/Ex.P10. As per discharge summary the petitioner has sustained injuries as follows;

**(a)** Colle's Fracture.

**(b)** Tibial condyle fracture.

The said injuries are grievous in nature.

**14.** The duration of the treatment and nature of the treatment undergone by the petitioner has not been disputed by the respondents. Thus this tribunal can accept the factum of period of hospitalization and the nature of treatment undergone by the petitioner, without any further discussions. Now the tribunal needs to look into other aspects involved.

**15.<u>Disability suffered by the petitioner</u>:** It is the contention of the petitioner that he has suffered permanent physical disability due to the grievous injuries sustained by him. However no doctor has been examined by the petitioner to show that he has sustained any functional disability. The petitioner has not made any efforts to appear before medical board also. Had he suffered any functional disability, the petitioner would have got the doctor examined or got him referred to medical board. In the absence of any such efforts on part of the petitioner, the only inference which could be drawn is that the petitioner has not suffered any functional disability due to the injuries sustained by him.

**16. <u>Damages for pain suffering and trauma as a consequences of the injuries:</u>** The discharge summary/Ex.P10 suggest that the petitioner has sustained grievous injuries and underwent for surgery. Thus, taking into account the treatment undergone by the petitioner and the duration of treatment, this tribunal is of the opinion that if an amount of Rs.1,00,000/- is awarded the same will suffice the cause of justice. Accordingly this tribunal awards an amount of **Rs.1,00,000/-** towards damages for pain, suffering and trauma as a consequence of the injuries.

**17. <u>Loss of amenities</u>:** In so far as loss of amenities is concerned, while granting the loss of amenities, the tribunal is under the obligation to consider how the quality of life has been affected by an injury. This is a feature of a personal injury claim, which acknowledges personal adjustments that have been made to the work, social and domestic lifestyle, which are not financial. As aforesaid the petitioner has sustained injuries, which would cause impact on his normal life as he had live prior to the accident. Taking note of all these aspects, this tribunal awards **Rs.1,00,000/-** under this head.

**18. <u>Transportation, Nourishment, attendant and Miscellaneous Expenditures</u>:** As stated supra, the petitioner was under treatment from 15.11.2022 to 28.11.2022 at Sira. Thus taking into consideration, the duration of hospitalization, if a lump-sum amount of **Rs.45,000/-** is awarded towards the transportation, nourishment and miscellaneous expenditures, the same would suffice the cause of justice.

***19.*** **<u>Expenses relating to treatment, hospitalization and medicines</u>**:- The petitioner claims that he had incurred expenses of Rs.1,00,000/- for his treatment. To substantiate this fact the medical bills which are together marked at Ex.P11. The total amount due under these bills is Rs.1,371/-. Thus Considering the nature of injuries suffered and the duration of treatment, this tribunal is in no hesitation to consider these documents as true and correct. Hence this tribunal is of the opinion that, the petitioner is entitled for the said amount of Rs.1,371/- The same is rounded off **Rs.5,000/-.**

**20.** Thus the petitioner is entitled for compensation under aforesaid heads summarized as hereunder:

| **Sl. NO.** | **Heads** | **Amt of Rs.** |
|---|---|---|
| 1. | Damages for pain, suffering and Trauma as a consequence of this injuries | **Rs.1,00,000/-** |
| 2. | Loss of Amenities | **Rs.1,00,000/-** |
| 3. | Transportation, Nourishment, Attendant and Miscellaneous Expenditure | **Rs.45,000/-** |
| 4. | Expenses relating to treatment, hospitalization and medicines | **Rs.5,000/-** |
| | **Total** | **Rs.2,50,000/-** |

Thus the total compensation amount, to which the petitioner is entitled to is **Rs.2,50,000/-.**

**21.** **<u>Interest</u>:** In so far as award of interest is concerned, the petitioner has claimed an interest at the rate of 12% p.a. from the date of petition. In so far as award of interest in concerned, In view of decision of the Hon'ble High Court of Karnataka, in ***Vijay Ishwar Jadhav & Ors. V/s Ulrich Belchior Fernandes & Anor***. i.e. in **<u>M.F.A.No.100090/2014 [MV]</u>** dated 07.03.2018, it is held that ***“in the absence of any law relating to interest on judgment, the MACT has to follow the provision of Sec.34 of CPC”***. Thus this tribunal deems it proper to award interest at the rate of 6% p.a. on the aforesaid compensation amount.

**22.** **<u>Liability</u>**: The offending Car bearing Reg.No.KA.51.ML.4358 was insured with respondent No.3 vide policy bearing No.1406003121020000 4001 valid from 26.03.2022 to 25.03.2023. Further the offending Mahendra TUV Car bearing Reg.No.KA.06.P.3114 was insured with respondent No.5 vide policy No. 0714003122P102755471 valid from 29.06.2022 to 28.06.2023. The alleged accident occurred on 12.11.2022. As such, as on the date of accident the insurance policy of both vehicles is under the period of validity.

**23.** The respondent No.3 company contended that the rider of offending vehicle did not possess valid driving license at the time of accident, the insured has violated the terms and conditions of the policy, as such the respondent No.3 company is not liable to pay compensation to the petitioner. In this regard respondent No.3 examined its company official as RW1 who deposed that, the respondent No.2 being the owner of the offending vehicle had entrusted his vehicle to drive the person who having no valid driving license to drive the offending vehicle at the time of accident, as such, the owner violates the terms and conditions of the policy. RW1 was suggested that the insurance company has issued policy to the respondent No.1 and 2, as such it is liable to pay compensation to the petitioner. Said suggestion has been meticulously denied by the RW1. Furthermore, the charge sheet material discloses that the police after conducting a detailed investigation, has placed charge sheet against the Manu/the driver of offending vehicle of respondent No.2 for the offences punishable U/Sec.279, 338 and 304(A) r/w Sec.181 of IMV Act, who driving the offending vehicle in a rash and negligent manner without possessing valid driving license at the time of accident. Further the police has filed charge sheet against the respondent No.2/owner for the offences punishable U/Sec.180 of IMV Act who entrusted his vehicle to drive to the person who had no D.L. at the time of accident.

**24.** Furthermore, the respondent No.2 being the owner of offending vehicle has not appeared before the tribunal to contest the case of the insurance company. Had he had the driving license he would have definitely produced the same either before the investigating officer or before the tribunal. The respondent No.2 has not made such effort. As such, the evidence of RW1 coupled with the charge sheet materials the respondent No.3 company established the factum that the driver of offending vehicle had no valid and effective driving license as on the date of accident, as such it is accepted that the owner had violated the terms and conditions of the policy.

**25.** Learned counsel for the respondent No.3 company argued that, once the defence taken by the insurer is accepted by the tribunal, it is bound to discharge the insurer and fix the liability only on the owner or the driver of the vehicle.

**26.** Learned counsel for the petitioner argued that, if the insurance company succeeded to prove the breach of terms and conditions of the policy, the tribunal has to direct the company to pay the compensation amount with liberty to recover the same by the insured.

**27.** As stated supra this tribunal accepted the defense taken by the insurance company that the owner/respondent No.2 violates the terms and conditions of the policy by allowing the person to drive the insured vehicle without possess valid driving license at the time of accident. Now is it just and reasonable to direct the insurance company to pay and recover is point for consideration.

**28.** In this regard it is pertinent to place reliance on the judgment of the Hon’ble Supreme Court in **<u>National Insurance company Ltd Vs Swaran Singh reported in (2004)3 SCC 297</u>** the Hon’ble apex court held that,

> *“Even if the insurer succeeds in establishing its defense, the tribunal or the court can direct the insurance company to pay the award amount to the claimant and in turn, recover the same from the owner of the vehicle”*.

**29.** Further, The Division bench of the Hon’ble High court of Karnataka in the following cases:

(a) **<u>The Branch Manager, ICICI Lombard Nibhaye Vadde General Insurance Co. Ltd.,</u>**

**v/s Pooja and others in MFA No.202104/2024 dated 19th day of September 2024** by referring the judgments of Hon'ble apex court Sudheer Kumar Rana vs Surinder Singh and other reported in (2008) 12 SCC 436 and Pappu and others v/s Vinod Kumar Lamba and another reported in air 2018 SC 592 held that:

> *"As MV Act is a benevolent legislation, the claimants cannot be deprived of the compensation so awarded and directed the insurance company to deposit the compensation amount by indemnify the same to the owner with liberty to recover from the owner".*

(b) **In Smt.Shobha.H.N. and others V/s Suraj Kumar.B. and another in MFA No.5705/2022, Dated 21st day of October 2024** by referring the judgments of Hon'ble apex court Shamanna and another Vs Divisional Manager Oriental Insurance Co.Ltd., and others AND

National Insurance Co.Ltd., Vs Swaran Singh it was held that:

> *"Keeping in mind the enunciation of law laid down by the Hon'ble Supreme court referred supra we are of the considered view that the Tribunal is justified in saddling the liability on respondent No.1/owner of the vehicle. However, it ought to have directed respondent No.2/insurance company to pay the compensation and recover the same from the owner of the vehicle in question. Considering the settled position of law, we uphold saddling of liberty on the owner of the vehicle by directing respondent No.2/insurer to pay the compensation and recover the same from the owner of the vehicle".*

**30.** Therefore, keeping in mind the said enunciation of law laid down by the Hon'ble Apex court and Hon'ble High court of Karnataka, this Tribunal is of the considered view that, if the respondent No.3 insurance company directed to pay the compensation to the petitioner with liberty to recover the same from the respondent No.2 would meet the ends of justice.

**31**. As aforesaid, the accident occurred due to the negligence of driver of both vehicles and they have to contributed to alleged accident. Therefore, if the driver of offending car bearing Reg.No.KA.51.ML.4358 would be contributed at 50% and the driver of offending Car bearing Reg.No.KA.06.P.3114 would be contributed at 50% to the alleged accident would meet the ends of justice. As aforesaid the offending vehicle Reg.No.KA.51.ML.4358 insured with the respondent No.3, as such the respondent No. 3 needs to be indemnify the respondent No.1 and liberty to recover the same with respondent NO.2/R.C.owner and the offending Car bearing Reg.No.KA.06.P.3114 insured with respondent No.5, as such the respondent No.5 needs to be indemnify the respondent No.4. **Accordingly issue No.2 answered in the partly affirmative.**

**32.** **Issue No.3:** In the light of foregoing discussions, this tribunal proceeds to pass the following:

**O R D E R**

*The petition filed under section 166 of the Motor Vehicles Act is hereby allowed in part.*

*Petitioner is entitled for total compensation of* ***Rs.2,50,000/- [Rupees Two Lakh fifty thousand only]*** *along with interest at the rate of* ***6%*** *p.a. from the date of the petition till realization entire amount.*

*The respondent No.3 being the insurer of offending Car bearing Reg.No.KA.51.ML.4358 is liable to indemnify 50%(Rs.1,25,000/-) out of the total compensation amount to the respondent No.1 and to deposit the compensation awarded within a period of 30 days.*

*Liberty is reserved in favour of the respondent No.3 company to pay the said amount at the first instance and recover the same from respondent No.2/owner of Car bearing Reg.No.KA.51.ML.4358 in accordance with law.*

*The respondent No.5 being the insurer of offending Car bearing Reg.No.KA.06.P.3114 is liable to indemnify 50%(Rs.1,25,000/-) out of the total compensation amount to* *the respondent No.4 and to deposit the compensation awarded within a period of 30 days.*

*Considering the amount spent towards medical expenses there shall be no order for investment, accordingly on deposit being made, office is directed to release the entire amount to the petitioner on proper identification.*

*Advocate fee is fixed at* ***Rs.1,000/-.***

*Draw award accordingly.*

*(Dictated to the Stenographer directly on computer, typed by her, corrected by me and then pronounced in the Open Court* ***on 1st day of June 2026)****.*

**Digitally signed by ZARIFA BANU A R**
**Date: 2026.06.01 17:08:28 +0530**

**(ZARIFA BANU A.R.)**
**Prl. Senior Civil Judge & MACT.,**
**Sira.**

## A N N E X U R E

**List of witnesses examined on behalf of petitioner:**

PW.1 K.Ranganathappa

**List of witnesses examined on behalf of respondents:**

RW.1 G.Manjunatha.

RW.2 Abijith R.

**List of documents marked on behalf of petitioner:**

| | |
|---|---|
| Ex.P1 | Copy of FIR |
| Ex.P2 | Copy of complaint |
| Ex.P3 | Copy of spot mahazar |
| Ex.P4 | Copy of rough sketch |
| Ex.P5 | Copy of Seizure mahazar |
| Ex.P6 | Copy of MVA report |
| Ex.P7 | Copy of wound certificate |
| Ex.P8 | Copy of charge sheet |
| Ex.P9 | OPD document |

| | |
|---|---|
| Ex.P10 | Discharge summary |
| Ex.P.11 | Medical bills |
| Ex.P.12 | Adhar card |
| Ex.P.13 | PAN card |
| Ex.P.14 | Bank pass book |

**List of documents marked on behalf of respondents:**

| | |
|---|---|
| Ex.R1 | Authorization letter. |
| Ex.R2 | Copy of insurance policy. |
| Ex.R3 | Authorization letter. |

***Digitally signed by ZARIFA BANU A R***
***Date: 2026.06.01 17:08:16 +0530***

**(ZARIFA BANU A.R.)**
**Prl. Senior Civil Judge & MACT.,**
**Sira.**