

KAUK020016722024



M.V.C./257/2024

IN THE COURT OF
PRL. SNR. CIVIL JUDGE AND CJM COURT, KARWAR
AT, UTTARA KANNADA

PRESENT: Smt. Kavita S.Undodi,
B.A. LL.B(Spl)

Prl. Senior Civil Judge & CJM and
1st Addl. M.A.C.T., Karwar.

M.V.C.No.257 / 2024

DATED THIS THE 15th DAY OF MAY 2026

PETITIONER:

1. Shri Ravi S/o Teku Gowda,
Age: 42 years, Occ: Employee,
R/o: Post: Mudalmakki, Binaga,
Karwar.

(By Sri.A.A.A. - Advocate)

//Versus//

RESPONDENTS:

1. Ramashree Global Construction Pvt. Ltd.,
Shree Ram Complex, Ground Floor,
NH 17, Kodibag, Karwar. PIN 581303.
2. The Branch Manager,
Bajaj Allianz General Insurance Co. Ltd.,
Kaikini road, Raikar Manor Complex,
2nd Floor, Karwar, Karnataka, 581301.
Policy Number: 12-1831-0002301598

(R-2 by Sri. A.G.H. - Advocates)
(R-1 – Exparte)

J U D G M E N T

This claim petition is filed by petitioner under section 166 of Motor vehicles Act claiming compensation of Rs.15,00,000/- for injury sustained in a road accident on 19-01-2024. The compensation is sought from the respondent No.1 and 2 jointly and severally with interest.

2. The brief facts of the case are as under:

On 19-01-2024 at about 11-45 A.M. the petitioner was proceeding on his Aprilia SR 160 motor cycle bearing No.KA-30/W-1824 with his mother on Panaji -Mangalore Highway, when the petitioner came near Binaga Post office on Karwar to Mudalmakki, Ankola road, a lorry bearing No.KA-30-7258 came in rash and negligent manner and dashed to the two wheeler of the petitioner. Due to this the petitioner has fell down and sustained injuries. After accident the petitioner shifted to A.J. Hospital, Mangalore and he has taken treatment as indoor patient.

3. Further averred in the petition that the petitioner was hale and healthy and he was employee at Grasims company and getting salary of Rs.15,000/- per month. The accident taken place due to rash and negligent driving of driver of the lorry bearing No.KA-30-7258 and prayed to allow the petition by awarding Rs.15,00,000/- with interest at the rate 12% from the date of filing of the petition till realization.

4. After registration of the case, the notices were issued to the

respondents. Though the notice served on the respondent No.1, but not appeared before the court, hence the respondent No.1 placed ex parte. The respondent No.2 appeared through counsel and filed objections denying the averments of the petition and stated that the lorry bearing Reg. No.KA-30/7258 was insured with this respondent as on the date of the accident. The person driving the vehicle has "no relation in force" as on the date of the accident to drive the vehicle. The driver of the lorry bearing No.KA-30-7258 was not holding valid and effective driving licence at the time of accident. The driver of the vehicle was under the influence of alcohol at the time of accident, thereby violated the terms and conditions of the policy. The respondent cannot be held liable for payment of any compensation unless and until it is proved that the registration certificate, permit and fitness certificate of the vehicle and driving licence of the driver to drive the particular type of the vehicle involved in the alleged accident were valid and effective.

5. Further averred in the objections that it is mandatory duty of the insured to furnish the particulars of the policy, date, time and place of the accident, particulars of the damages/ injuries and also name of the driver and his driving licence particulars, but the respondent No.1 has not complied with the statutory demand. Hence the respondent No.2 is not liable to pay compensation. It is mandatory duty of the concern police station to forward all the relevant documents to the concern insurance company within 90 days of the accident. But the concerned police failed to forward the document and not complied with

statutory demand, hence this respondent is not liable to pay the compensation.

6. Further averred in the objections that there is delay in lodging complaint, hence respondent is not liable to pay the compensation. The alleged accident taken place due to negligence on the part of petitioner himself and he was riding the motor cycle in rash and negligent manner, hence petition is not maintainable. The insurer and insured of the said motor cycle are necessary parties to the petition and without impleading them the petition is not maintainable. The petitioner has claimed interest which is contrary to the Interest Act 1978. The petitioner is not entitled to claim any interest. If any compensation is awarded by the tribunal whether interim or final to the petitioner payable by the respondent, such compensation shall be directed to be deposited through the process of NEFT / RTGS direct to the account of MACT and prayed to dismiss the petition against this respondent.

7. On the basis of the above pleadings following issues were framed:

ISSUES

- 1. Whether the petitioner proves that on 19-01-2024 at about 11-45 A.M. he was proceeding on the Motor Bike bearing Reg. No.KA-30/W-1824 along with his mother, when they came near Binaga Post Office, Mudalmakkim Ankola, the driver of the Lorry bearing Reg. No.KA-30-7258 came in a rash and negligent manner and dashed to the backside of the Motor Bike, due to this**

the petitioner has sustained grievous injuries, as contended in the petition?

2. Whether the petitioner is entitled for compensation? If so, to what extent and from whom?

3. What order or award?

8. In order to prove the case, the petitioner got examined as PW-1 and got marked Ex.P-1 to Ex.P-10. On the other hand the respondent No.2 examined the accountant executive A.J.Hospital and Research Centre Kuntikana, Mangaluru as RW-1 and got marked Ex.R-1 to Ex.R-3. Perused Ex.P-10 i.e. medical bills. Though in the deposition the petitioner got marked Ex.P-10 as 98 medical bills, but there are only 96 bills and other 2 are prescriptions and payslip, hence Ex.P-10 considered as 96 medical bills.

9. Heard arguments from both side.

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

Issue No.1: In Affirmative.

Issue No.2: In Partly Affirmative.

Issue No.3: As per final order, for the following:

:REASONS:

11. Issue No.1: It is burden is on the petitioner to prove the rash or negligent act of driver of lorry bearing No.KA-30-7258. The petitioner has filed evidence on affidavit and reiterated the averments of the petition.

12. Ex.P-1 is certified copy of FIR in Karwar Traffic P.S. Crime No.4/2024, on perusal of the same it clearly shows that on the basis of first information statement, case has been registered in Karwar Town P.S. for the offence punishable section 279, 337 and 338 of I.P.C. Ex.P-2 is certified copy of FIS, it shows that on 19-01-2024 at about 11.50 a.m. there was an accident and in the said accident petitioner has sustained injuries and one Raghu S/o Teku Gouda put the law into motion by filing FIS, accordingly FIR came to be registered against the driver of lorry bearing No.KA-30-7258 for the offence punishable under section 279, 337 and 338 of I.P.C. Ex.P-3 is certified copy of the spot mahazar, Ex.P.4 is certified copy of seizure mahazar of vehicles. Ex-P-7 is certified copy of charge sheet in Crime No.4/2024 of Karwar Traffic P.S. Ex.P-8 is certified copy of order sheet in C.C.No.507/2024. Ex.P-5 is certified copy of wound certificate. Therefore on perusal of Ex.P-1 to Ex-P-5, Ex.P-7 and Ex-P-8, it clear that an accident was due to the rash and negligent driving on the part of driver of the Lorry bearing No.KA-30-7258.

13. Ex.P- 5 is certified copy of Wound certificate, on perusal of the same, it shows that the petitioner has sustained abrasion over the left head and right lip, right arm forearm fingers, lower abdomen, right thigh, anterior, right knee, left leg anterior injury exposing bone, left leg toe, right scrotal injuring exposing the testis, left testis exposed, degloving left foot radial aspect with bone loss- 12 x 10 cm in the road accident. Further Ex.P-8 shows that the driver of the lorry pleaded guilty. Therefore it is clear that the petitioner has sustained

injuries in the road accident which is caused due to rash and negligent driving on the part of the discussion and conclusion arrived at above, it is opinion of the court that the accident was due to rash and negligent driving on the part of the driver of lorry bearing No.KA-30-7258, **accordingly, issue No.1 is answered in Affirmative.**

14. Issue No.2:- In the petition and in the evidence PW-1 stated that, at the time of accident he was employee of Grasim Company. Due to accident he has sustained grievous injuries. To prove his disability the petitioner has not produced disability certificate issued by doctor nor he examined doctor who had given treatment to him at A.J. Hospital, Mangalore. The petitioner has produced Ex.P-5 certified copy of wound certificate. Ex.P-10 is medical bills, on perusal of the same it shows that the petitioner has taken treatment in A.J. Hospital, and Research Center, Kuntikana, Mangaluru. Ex.R-3 produced by the RW-1 shows that the petitioner admitted in the A.J. Hospital, and Research Center, Kuntikana, Mangaluru, on 19-01-2024 and got discharged on 06-03-2024. The petitioner has produced medical documents which are marked as Ex.P-10 to show that he has spent Rs.7,32,625 for medical treatment.

15. Though in the petition the petitioner has stated that he spent Rs-5,00,000/- towards medical treatment, but claimed over all compensation of RS.15,00,000/- with interest. The petitioner has produced Ex.P-10 to show that he has spent Rs.7,32,625. Mere production of Ex.P-10 medical documents are

not sufficient, the petitioner has to prove his disability by producing disability certificate and examining the doctor who had given treatment to him. Hence, in my opinion petitioner who has not proved his disability.

16. As per averments of the petition, the petitioner has sustained grievous injuries. Ex.P-5 is certified copy of wound certificate, on perusal of the same it shows that the petitioner has sustained abrasion over the left head and right lip, right arm forearm fingers, lower abdomen, right thigh, anterior, right knee, left leg anterior injury exposing bone, left leg toe, right scrotal injuring exposing the testis, left testis exposed, degloving left foot radial aspect with bone loss-12x10 cm.

17. In the cross examination of PW-1, the learned counsel for respondent No.2 has made suggestion that the hospital final number FBMR 230016221 dated 06-03-2024 is mentioned as duplicate and the PW-1 admitted the same and further the respondent No.2 made suggestion that the bill amount has been reimbursed through Grasim Industry Binaga, but the PW-1 stated that he has taken insurance of Rs.3,00,000/- and said amount has been paid by the health insurance company. Further PW-1 admitted that the final number FBMR 230016221 dated 06-03-2024 of A.J. Hospital mentioned as SBI General Insurance Company Vidal Health TPA Private Limited. The respondent No.2 got examined the Account Executive A.J. Hospital, Mangaluru, as RW-1. In the evidence RW-1 deposed the petitioner has taken treatment from 19-01-2024 to 07-03-2024 as inpatient and the total medical bill was Rs.6,79,189/- and the

petitioner had paid Rs.3,52,955/- and in that they have given concision of Rs.26,234/- and remaining amount of Rs.3,00,000/- has been paid by Vidal Health TPA Insurance Company. In the cross examination PW-1 admitted that the insurance company has paid Rs.3,00,000/- towards his medical bills. Ex.P-10 to shows that, petitioner has taken treatment in A.J. Hospital and Research Center, Kuntikana, Mangaluru from 19-01-2024 to 06-03-2024 and spent an amount of Rs.7,06,391/- and out of which Vidal Health TPA Insurance company has paid Rs.3,00,000/- and A.J. Hospital and Research Centre given concision of Rs.26,234/-. Therefore it shows that the petitioner has paid Rs.3,52,956/- to the A.J.Hospital and Research Centre, Mangaluru towards treatment and also Ex.P-10 shows that he has spent Rs.53,436/- for medicine. Therefore it shows that the petitioner has spent Rs.4,06,392/- towards medical treatment excluding the reimbursement of Rs.3,00,000/- by Health Insurance. Though the respondent No.2 has stated that the final number FBMR 230016221 dated 06-03-2024 is duplicate one, but respondent No.2 not proved that the Vidal Health TPA Insurance company has paid entire medical bill of the petitioner. The respondent No.2 himself examined RW-1 and he clearly deposed in respect of medical treatment and medical bills paid by the petitioner and Vidal Health Insurance company.

18. The petitioner has not produced disability certificate nor examined doctor, but certainly he would have spent some amount for attendant charges, conveyance and miscellaneous expenses. On perusal of Ex.P-5 it shows that

abrasion over the left head and right lip, right arm forearm fingers, lower abdomen, right thigh, anterior, right knee, left leg anterior injury exposing bone, left leg toe, right scrotal injuring exposing the testis, left testis exposed, degloving left foot radial aspect with bone loss-12x10 cm and doctor has opined above said injuries are grievous in nature. Having regard to the aspects in my opinion awarding global compensation would be just and proper. Therefore, considering the injuries sustained by the petitioner and also period of treatment undergone by him, he is entitled for global compensation of Rs.4,35,000/-. The compensation amount shall carry reasonable rate of interest, therefore, I deemed it proper to award interest at the rate of 6% per annum on the compensation amount.

19. Liability :- In the objection the respondent No.2 has taken contention that the driver of the lorry bearing No.KA-30-7258 was not holding valid and effective driving licence at the time of accident. Ex.P-7 is certified copy of charge sheet, on perusal of the same it shows that the police have filed charge sheet against the driver of lorry bearing No.KA-30-7258 for the offence punishable under section 279, 337 and 338 of I.P.C. Though the respondent No.2 has taken such contention but not stepped into witness box nor elicited from the mouth of the P.W-1. Therefore there is no force in the contention taken by the respondent No-2. The respondent No.2 has admitted the insurance policy of the lorry bearing No.KA-30-7258, hence when the policy was in force as on the date of incident, the insurance company does not absolve from its

liability to indemnify the owner. The respondent No.1 being the owner, the respondent No.2 being the Insurance Company of lorry bearing No.KA-30-7258 are jointly and severally liable to pay the compensation to the petitioner. The respondent No.2 being the insurer has to indemnify the liability of respondent No.1. Hence, the respondent No.2 is liable to pay the compensation amount to the petitioner along with an interest at the rate of 6% p.a., from the date of petition till its realization, accordingly **Issue No.2 answered in Partly Affirmative.**

20. Issue No.3: In view of above reasons, I proceed to pass the following;

ORDER

The petition filed by the petitioner under section 166 of Motor Vehicle Act is hereby partly allowed with cost.

The petitioner is entitled for total compensation of Rs.4,35,000-00 (Rupees Four Lakhs Thirty-Five Thousand Only) with interest at the rate of 6% p.a from the date of petition till its realization.

The respondent No.1 being the owner, respondent No.2 insurance company are jointly and severally liable to pay the compensation to the petitioner. The respondent No.2/insurance company is directed to deposit the awarded compensation amount with accrued interest within 60 days

from the date of award.

In the event of compensation amount being deposited by the respondent No.2, entire compensation amount ordered to be released through RTGS/NEFT in favour of the petitioner.

Advocate fee is fixed at Rs.1000-00.

Draw award accordingly.

(Dictated to the Stenographer directly on lap-top, typed by her and corrected by me and then pronounced in the open court on this the **15th day of May 2026**).

**(Kavita S.Undodi)
Prl. Senior Civil Judge & CJM and
1st Addl. M.A.C.T., Karwar.**

ANNEXURE

List of witnesses examined on behalf of claimant:

PW.1: Shri Ravi S/o Teku Gowda

List of witnesses examined on behalf of respondents:

RW.1: Shri Rajesh S/o Narayan Shetty

List of documents exhibited on behalf of claimant:

- Ex.P-1 : Certified copy of FIR
- Ex.P-2 : Certified copy of FIS
- Ex.P-3 : Certified copy of spot mahazar
- Ex.P-4 : Certified copy of vehicle seizure panchanama
- Ex.P-5 : Certified copy of Wound Certificate
- Ex.P-6 : Certified copy of 'B' Register Extract
- Ex.P-7 : Certified copy of Charge Sheet

- Ex.P-8: Certified copy of Order Sheet in C.C.No.507/2024
- Ex.P-9: Certified copy of M.V.A. Report
- Ex.P-10: Medical bills

List of documents exhibited on behalf of respondents:

- Ex.R-1: Authorization Letter
- Ex.R-2: Hospital Final Bill
- Ex.R-3: Hospital Medical Documents