

KAUP020058252024



**IN THE COURT OF I ADDL. SENIOR CIVIL JUDGE
AND ADDL. M.A.C.T. AT UDUPI**

Present: **Sri. Santosh Srivastava**, B.A.Law., LL.B.,
I Addl. Senior Civil Judge, Udupi

Dated this the 7th day of July, 2026

M.V.C.No.1121/2024

Between :

Sumathi,
Aged about 67 years,
W/o. Ananda Prabhu,
R/o. Container Corporation of India,
Adam Building, Kadugodi,
Bangalore South, Bangalore,
Permanent Resident of
Devasya Bailu, Hirebettu Post,
Udupi Taluk and District.

: Petitioner

(Rep. by Sri. N.S.N., Adv.)

-Versus-

1. Meridian Freight Forwarders Pvt. Ltd.
Mangalore,
Commercial Centre, 3rd Floor,
Near Aravinda Motors,



Kuluru Kavoor Road, Kulur,
Mangalore. D.K District,
Rep. by its G.P.A holder
Mr. Praveen Shetty,
Aged about 37 years,
S/o. Late Chandrashekar Shetty,
R/at Shivakrupa, Kelangdi,
Kukkehalli Village,
Udupi Taluk and District.

2. United India Insurance Company Pvt. Ltd.,
PB No.78, Jewel Plaza,
1st Floor, Maruthi Veethika,
Udupi Taluk and District. : Respondents

(R1 - Exparte)
(R2 – Rep. by Sri. M.R., Adv.)

J U D G M E N T

The petitioner has filed this petition under Section 166 of Motor Vehicles Act, 1988, claiming compensation for the personal injuries sustained by her in a road traffic accident dated 11.06.2024.

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

That on 11.06.2024 at 04.00 p.m. the petitioner along with her husband travelling as a passenger in a Vijayalaxmi bus bearing Reg.No.KA-19-AC-3675 from



Udupi towards Mangalore and when the said bus reached near Bittu Daba, Hejamadi Village, Kaup Taluk, Udupi District one Kantenar Truck bearing Reg.No.KA-19-D-7335 was going in front of the bus in a rash and negligent manner and without giving any signal all of a sudden applied its break, at that time another vehicle on the right side of the road was moving and the driver of the bus lost his control and dashed with the back of the Kantenar Truck. As a result, the petitioner and her husband sustained grievous injuries. Immediately after the accident the petitioner was taken to Srinivas Hospital, Mukka, Surathkal and she has given first aid treatment there and thereafter she was shifted to Kasturba hospital, Manipal for treatment and she has taken regular follow – up treatment as outpatient for several times and even after taking expertise treatments still she is suffering from pain and permanent disability.

3. It is further case of the petitioner that, she has spent Rs.50,000/- towards medical expenses, Rs.10,000/- towards conveyance and Rs.25,000/- towards special nourishment food. The petitioner was aged about 67 years and was hale and healthy prior to the accident and she was the sole bread winner of her family. The accidental injuries



have completely crippled the life style of the petitioner. The respondent No.1 is the G.P.A. holder of the said vehicle and registration certificate of the said vehicle is in Company's name. At the time of the accident the said vehicle has been validly insured with the 2nd respondent. Hence the petitioner prays that the respondents are liable under contractual liability and they are jointly and severally liable to pay the compensation of Rs.5,00,000/- to the petitioner along with interest at the rate of 12% per annum from the date of petition till realization.

4. In spite of issuance of notice, the respondent No.1 did not appear before the court, hence placed him *ex parte* and in response to the notice respondent No.2 has appeared through the counsel and has filed the written statement.

5. The respondent No.2 in its written statement denied each and every averments of the petition and admits that the interest of M/s Meridian Freight Forwarders Pvt. Ltd., in vehicle No. KA-19-D-7335 was covered at the material time under the policy of insurance issued by this respondent subject to the terms, conditions, exceptions and limitations thereof and the confirmation of the compliance of Sec. 64VB of the Insurance Act, 1938. The insurance



policy issued by this respondent in favour of the insured bearing policy No. 2405003123P105647260 Valid from 22-08-2023 to 21-08-2024 is in the possession of the insured. It is further denied that the driver of the Trailer was holding a valid and effective driving licence, Permit, Fitness certificate at the time of the alleged accident. Hence prays to dismiss the petition.

6. Based upon the pleadings the following issues have been framed:

1. Whether the petitioner proves that she sustained grievous injuries in the road traffic accident which took place on 11.06.2024 at about 04.00 p.m. near Bittu Daba, Hejamadi Village, Kapu Taluk, Udupi, due to the rash and negligent driving of the driver of the Kantenar Truck bearing Reg.No.KA-19-D-7335?
2. Whether the respondent No.2 proves that, the driver of the Kantenar Truck bearing Reg.No.KA-19-D-7335 was not holding valid and effective driving license as on the date of accident?



3. Whether the petitioner is entitled for compensation? If so, how much and from whom?
4. What award or order?

7. The petitioner to prove her case, she herself got examined as P.W.1 and got marked the documents as Ex.P1 to P12. On the other side, the respondents have not examined any witness and not marked any document.

8. Heard on both sides. The answers to the above issues are as under:

Issue No.1 - In the affirmative;

Issue No.2 - In the negative;

Issue No.3 - Partly in the affirmative;

Issue No.4 - As per the final order

for the following:

REASONS

Issue No.1 :

9. The petitioner has filed affidavit in lieu of examination in chief and the contents of examination in chief is nothing but the replica of averments of the petition. Hence not discussed to avoid repetition of facts.



10. Now coming to the documentary evidence. Ex.P1 is the complaint, Ex.P2 is the F.I.R. which is registered for the offense punishable under Sec.279 and 337 of I.P.C. and complainant name is Rajesh which is registered against Manjunath, driver of vehicle bearing Reg.No.KA-19-D7335. Ex.P3 is the spot mahazer. Ex.P4 is the sketch. Ex.P5 is IMV report and it reveals that accident did not occur due to mechanical defects of the said vehicle. Further got marked wound certificate as Ex.P6 which shows that the injured suffered grievous hurt due to blunt force trauma. Further got marked Ex.P7 which is the AIR report. Ex.P8 is the issuance of notice under Sec.133 of IMV Act and Ex.P9 is the answer given to the Notice under Sec.133 of IMV Act. Further got marked Ex.P10 which is the charge-sheet filed for the offense punishable under Sec.279, 337 and 338 of I.P.C. filed against Manjunath S. Naganuru. Ex.P11 is the Aadhar Card of Sumathi.

11. Coming to the cross – examination of P.W.1, wherein it is elicited that as on the date of accident she was going from Kolluru to Mangalore and it is elicited that she travelled by way of express bus and it is elicited that as on that day there were other passengers travelling with her and she was accompanied by her husband and she sat in



the bus while bus was moving and the road was straight and the bus was moving on left side and the witness denies the suggestion that the driver of the bus was driving at very high speed. It is elicited that she suffered leg injuries and two teeth are being broken. The witness admits that she has suffered minor injuries and she has not taken any treatment by inducting herself as inpatient and all the injuries are being completely healed. And only physiotherapy is left to be given to her. And the witness denies the suggestion that, only with an intention gain wrongful compensation she has filed this petition. And It is elicited that she was doing household work before the accident. Rest of the cross - examination is of bare denial.

12. At this stage, this court likes to place reliance upon the reported judgment of Hon'ble Supreme Court, **Anita Sharma vs The New India Assurance Co. Ltd. 2020 SCC Online SC 1002**, wherein it is held that, *the standard of proof in such like matters is one of preponderance of probabilities, rather than beyond reasonable doubt. One needs to be mindful that the approach and role of Courts while examining evidence in accident claim cases ought not to be to find fault with non-examination of some best eye-witnesses, as may happen in a criminal trial; but, instead should be only to analyze the*



material placed on record by the parties to ascertain whether the claimant's version is more likely than not true.

13. On perusal of the documents it is crystal clear that, the accident occurred due to the rash and negligent driving of the driver of the Kantenar Truck bearing Reg.No.KA-19-D-7335. In view of the above discussion, I answer **issue No.1 in the affirmative.**

Issue No.2 :

14. On bare perusal of the charge-sheet the police have not invoked any section with regard to non possession of license. Further more there is no evidence on part of respondent No.2 to show that the driver of the truck did not possess license. Hence respondent No.2 has failed to prove that the driver of the truck did not possess effective driving license as on the date of accident. Hence, I answer **issue No.2 in the negative.**

Issue No.3 :

15. on perusal of the medical bills has incurred total expenses for sum of Rs.10,878/-. Further there is no any disability as such, but however due to the said accident she has incurred pain and suffering from the accident and further more she is household lady. And though there is no



disability but on perusal of the nature of injuries it can be opined that she suffered bodily pain. So under the head of pain and sufferings the petitioner is liable for compensation for sum of Rs.50,000/-. It is quite natural that petitioner has spent the money towards transport charges and for consuming nourishment food to over come the injuries. Hence under this head the petitioner is liable to get compensation for sum of Rs.30,000/-. And further it is quite natural that she has incurred expenses in conducting the litigation, so under this head Rs.10,000/- is being granted. So therefore, the petitioner is entitled for total compensation amount of **Rs.1,00,878/-**.

Regarding the liability:

16. While answering issue No.1, it is held that the accident has occurred on account of the rash and negligent driving of the driver of the offending vehicle. The respondent No.2 has admitted that the offending vehicle was covered with valid policy as on the day of the accident. The respondent No.1 being the owner and respondent No.2 being the insurer of the offending vehicle are jointly and severally liable to pay the compensation.

17. So far as interest on compensation is concerned; this tribunal likes to place reliance upon the decision of the



Hon'ble High Court of Karnataka in **M.F.A. 13390/2014 clubbed with M.F.A. 25107/2013** dated 07.03.2018, between **Vijay Ishwar Jadhav and others Vs. the Divisional Manager, the Bajaj Allianz General Insurance Co. Ltd.**, wherein the Hon'ble High Court of Karnataka has elaborately discussed with regard to the rate of interest to be awarded in the case arising out of the accident, wherein at para No.15 it is held that *"However, the provisions of Section 149 (1) of the Act to the extent they speak of interest payable on the compensation amount is in the nature of an exception to the general law enacted in Section 169 of the M.V. Act and therefore, the provisions of Section 34 of C.P.C. to that extent become invocable on the general principles of construction of statutes namely the special law over rides the general law. Therefore, in the absence of any other law relating to interest on judgments, the MACT has to follow the provisions of Section 34 of C.P.C., 1908. Thus, in the given circumstances of this case, interest at the rate of more than 6% could not have been awarded."* By relying upon the decisions of the aforesaid judgment, this court is of the opinion that it is just and proper to award interest at the rate of 6% per annum, from the date of the petition till its realization. **Hence, I answer issue No.3 partly in the affirmative.**

**Issue No.4:**

18. In view of findings on issue No.1 to 3, this Tribunal proceeds to pass the following:

ORDER

The petition filed by the petitioner under Sec. 166 of Indian Motor Vehicles Act, 1988 is allowed in part with costs.

The petitioner is entitled for compensation of Rs.1,00,878/- (Rupees One Lakh Eight Hundred and Seventy Eight Only) with interest at the rate of 6% per annum from the date of petition till realization.

The respondent No.1 and 2 are jointly and severally liable to pay the award amount. Since the respondent No.2 is the insurer, the respondent No.2 is directed to pay the compensation and the same shall be deposited within 45 days from the date of this order.

After deposit of the award amount with proportionate interest is ordered to be credited to the account of the petitioner either through R.T.G.S. or N.E.F.T.



Advocate fee is fixed at Rs.1000/-.

Draw award accordingly.

(Dictated to Stenographer, typed by her, corrected and then pronounced by me in open court on this the 7th day of July, 2026)

(Santosh Srivastava)

I Addl. Senior Civil Judge & Addl. MACT,
Udupi.

ANNEXURE

Witnesses examined on behalf of the petitioner:

P.W.1 : Smt. Sumathi.

Documents marked on behalf of the petitioner:

- Ex.P1 : True copy of Complaint;
- Ex.P2 : True copy of F.I.R.;
- Ex.P3 : True copy of spot mahazer;
- Ex.P4 : True copy of sketch;
- Ex.P5 : True copy of I.M.V. Report;
- Ex.P6 : True copy of wound certificate;
- Ex.P7 : True copy of AIR Report;
- Ex.P8 : True copy of notice under Sec.133 of IMV Act;
- Ex.P9 : True copy of reply to notice under Sec.133 of IMV Act;



Ex.P10 : True copy of charge-sheet;

Ex.P11 : Aadhar Card of the petitioner;

Ex.P12 : 6 – Medical bills.

Witnesses examined on behalf of the respondents:

None

Documents marked on behalf of the respondents:

Nil

I Addl. Senior Civil Judge & Addl. MACT,
Udupi.