

KADK010004692024



Presented on : 31-01-2024

Registered on : 01-02-2024

Decided on : 10-04-2026

Duration : 2 years 2 months 10 days

**BEFORE THE II Addl. DISTRICT JUDGE & III Addl.
MOTOR ACCIDENT CLAIMS TRIBUNAL, MANGALURU
(D.K.)**

Present:

SRI. JAGADEESH V.N. B.A., M.L.,

Member MACT-III & II Addl. District & Sessions Judge,
Dakshina Kannada, Mangaluru

Dated this the 10th day of April 2026

**M.V.C./183/2024 C/w M.V.C./184/2024 and
M.V.C/186/2024**

Petitioner in MVC No.183/2024:

Mr. Vishwanath,
S/o. Babu,
Aged 36 years,
R/at #224 Yerangallu House,
Kuvettu, Belthangady Taluk,
D.K., 574224.

(By Sri Raju M.U, Advocate)

Petitioner in MVC No.184/2024 :

Mr. Ramesha,
S/o. Annu Mugeru,
Aged 46 years,
R/at Madda Janatha Colony,
Kavalapaduru Village, Karinja Post,
Bantwala Taluk, D.K., 574265.

(By Sri Raju M.U, Advocate)

Petitioner in MVC No.186/2024:

Mr. Nagesh Gowda,
S/o. Babu Gowda,
Aged 51 years,
R/at Pijakkala House, Koyyuru
Village, Belthangady Taluk,
D.K., 574214.

(By Sri Raju M.U, Advocate)

Respondents in all the three cases:

1. Ibrahim Beary,
Aged 51 years,
S/o Ismail Beary,
R/at House No.1-29-3,
Kajabettu House,
Tenkakarandur, Belthangady,
D.K., 574217.
2. Shriram General Insurance Co.Ltd.,
14-2-101/6, 3rd Floor,
Plaza Chambers, Balmatta Road,
Mangalore 575001.

(Policy No.10003/31/24/168208,
Valid from 20.08.2023 to 19.08.2024)

(R1: Sri K.S.N. Adiga, Advocate,
R2 : Smt. Prathibha, Advocate)

COMMON JUDGMENT:

The claimants in MVC Nos.183/2024, 184/2024 and 186/2024 have filed petition U/s.166 of Motor Vehicles Act seeking compensation for having sustained injuries in the motor vehicle accident.

2. During the pendency of the claim petition, based on the memo filed by the counsel for the claimant, all the three claim petitions were clubbed together since all the three claim petitions arise out of same accident by order dated 22.08.2025.

3. According to the claimants, the petitioners were engaged by the respondent No. 1 as loaders in his Pick-up vehicle bearing Reg.No.KA-18-A-0804. Accordingly, the petitioners went to Laila in the Pickup vehicle on 21.10.2023 to load magnum fire wood sticks. After loading fire wood, the petitioners and driver of the pickup vehicle left Laila and proceeded towards Badyaru. Mr. Vighnesh is the driver who

was driving the pickup vehicle. When the vehicle reached a place called Odyane in Melanthabettu Village of Belthangady Taluk at 02.00 p.m., the driver of pickup vehicle drove the same with a high speed in a rash and negligent manner, lost control over the vehicle, as a result, the vehicle turtle and capsized on the road. On account of the same, the petitioners sustained severe injuries. The accident took place solely on account of rash and negligent driving of driver of the pickup vehicle. The respondent No. 1 is the owner of the pickup vehicle and the respondent No. 2 is the insurer of the vehicle. The respondent Nos. 1 and 2 are jointly and severally liable to pay compensation.

4. According to the claimant in MVC No. 183/2024, he sustained lacerated wound over the left leg, bone deep, open fracture of distal 1/3rd of left tibia and fibula bone, fracture of iliac bone and right sacrum, fracture of 6th, 7th and 8th ribs on the left side, pubic symphysis disruption, multiple abraded contusions over the left side of the chest, left knee and leg and other parts of the body. He spent more than Rs.8,00,000/- towards treatment. He was admitted as an inpatient for so many days in the hospital. Earlier to the accident he was earning Rs.1,000/- per day as coolie and now on account of injuries sustained, he cannot do coolie work, thereby he

suffered huge loss. Hence he has sought for compensation of Rs.50,00,000 from the respondents.

5. According to the claimant in MVC No. 184/2024, he sustained lacerated wound over the left frontal region bone, deep (scalp), lacerated wound over the right foot and heel medial side, fracture of cervical vertebra 1, cerebral oedema with left temporal lobe contusion, lumbar vertebra grade II listesis over S1 L2 and other parts of the body. He spent more than Rs.6,00,000/- towards treatment. He was admitted as an inpatient for so many days in the hospital. Earlier to the accident he was earning Rs.1,000/- per day as coolie and now on account of injuries sustained, he cannot do coolie work, thereby he suffered huge loss. Hence he has sought for compensation of Rs.35,00,000 from the respondents.

6. According to the claimant in MVC No. 186/2024, he sustained L2 burst fracture with retrolisthesis of fracture fragments, fracture of right superior and inferior articular process with odema of existing L4 nerve root, adjacent para vertebral muscles and right PSOAS muscle, grievous injuries to his back and other parts of the body. He spent more than Rs.6,00,000/- towards treatment. He was admitted as an inpatient for so many days in the hospital. Earlier to the accident he was earning Rs.1,000/- per day as coolie and now

on account of injuries sustained, he cannot do coolie work, thereby he suffered huge loss. Hence he has sought for compensation of Rs.25,00,000 from the respondents.

7. Notices were issued to the respondents. The respondent Nos. 1 and 2 appeared through their respective counsel and filed separate written statement.

8. It was contended by the respondent No. 1 that he is the registered owner of pickup vehicle bearing Reg.No.KA-18-A-0804. On 21.10.2023, he engaged petitioners herein as loaders in his pickup vehicle. It was further admitted by him on the aforesaid date, when the petitioners and driver were proceeding in the pickup vehicle after loading the fire wood, the driver of the pickup vehicle drove the same with a high speed in a rash and negligent manner. As a result, the pickup vehicle turtle had capsized and thereunder the petitioners sustained injuries. However, he denied the nature of injuries sustained and amount spent by the petitioners. It was further contended by the respondent No. 1 that as on the date of accident the vehicle in question was having policy of insurance with the respondent No. 2 and the driver of the pickup vehicle was having valid and effective license to drive the pickup vehicle. Even if the Tribunal comes to the conclusion that the accident took place solely on account of

rash and negligent driving of driver of the pickup vehicle, since the vehicle in question was having valid policy and driver of the vehicle was having valid and effective license, the respondent No. 2 is liable to pay the compensation to the petitioners. With the aforesaid grounds, the respondent No.1 has sought for dismissal of the claim petition.

9. It was contended by the respondent No. 2 that the petitioners herein were unauthorized passengers traveling in the pickup vehicle. The respondent No. 1 had not paid premium for the loader and unloader of the vehicle, therefore the respondent No. 1 has violated the terms and conditions of the policy. Thereby the respondent No. 2 is not liable to pay the compensation. It was further contended by the respondent No. 2 that as on the date of accident the driver of the pickup vehicle had no valid and effective driving license. The sum and substance of the stand taken by the respondent No. 2 is that the respondent No. 1 has violated the terms and conditions of the policy, thereby the respondent No. 2 is not liable to indemnify the respondent No. 1. With the aforesaid grounds, the respondent No.2 has sought for dismissal of the claim.

10. Based on the aforesaid pleadings, the following issues were framed :

ISSUES IN MVC 183/2024

1. Whether the petitioner proves that he met with a motor vehicle accident that occurred on 21.10.2023 at about 2 p.m., near Odyane of Melanthabettu Village, Belthangady Taluk and sustained grievous injuries due to the actionable negligence of the driver of the pickup bearing Reg.No.KA-18-A-0804?
2. Whether the petitioner is entitled for compensation? If so, what is the quantum and from whom?
3. What Order or Award?

ISSUES IN MVC 184/2024

1. Whether the petitioner proves that he met with a motor vehicle accident that occurred on 21.10.2023 at about 2 p.m., near Odyane of Melanthabettu Village, Belthangady Taluk and sustained grievous injuries due to the actionable negligence of the driver of the pickup bearing Reg.No.KA-18-A-0804?
2. Whether the petitioner is entitled for compensation? If so, what is the quantum and from whom?
3. What Order or Award?

ISSUES IN MVC 186/2024

1. Whether the petitioner proves that he met with a motor vehicle accident that occurred on 21.10.2023 at about 2 p.m., near Odyane of Melanthabettu Village, Belthangady Taluk and sustained grievous injuries due to the actionable

negligence of the driver of the pickup bearing
Reg.No.KA-18-A-0804?

2. Whether the petitioner is entitled for compensation? If so, what is the quantum and from whom?
3. What Order or Award?

11. In order to establish their claims, the claimant in MVC No.183/2024 has examined as PW-1 and produced 17 documents, which were exhibited as Ex.P.1 to Ex.P.17. The claimant in MVC No.184/2024 has examined as PW-2 and produced 6 documents, which were exhibited as Ex.P.18 to P.23. The claimant in MVC No.186/2024 has examined as PW-3 and produced 6 documents, which were exhibited as Ex.P.24 to P.29. They have also examined Dr. Mahabalesh Shetty to contend the claimants have sustained severe injuries and suffered a physical disability as PW-4 and produced 9 documents, which were exhibited as Ex.P.30 to P.38. The respondent No. 2 examined its officer as RW-1 and produced in all 2 documents, which were exhibited as Ex.R1 and R.2. The respondent No. 1 examined himself as RW-2 and reiterated the written statement averments and produced 2 documents, which were exhibited as Ex.R.3 and R.4.

12. Heard both sides.

13. Having heard the learned counsels for the claimants and respondents in all the three petitions, my findings to the above issues as follows;

In M.V.C.No.183/2024:

Issue No.1:- Affirmative
Issue No.2:- Partly Affirmative
Issue No.3:- As per the final order;

In M.V.C.No.184/2024:

Issue No.1:- Affirmative
Issue No.2:- Partly Affirmative
Issue No.3:- As per the final order;

In M.V.C.No.186/2024:

Issue No.1:- Affirmative
Issue No.2:- Partly Affirmative
Issue No.3:- As per the final order;

REASONS

14. **Issue No.1 in MVC Nos.183/2024, 184/2024 and MVC No.186/2024:-** According to the claimants, when they were proceeding as loaders in pickup vehicle bearing Reg.No.KA-18-A-0804 and reached a place called Odyane of Melanthabettu Village, Belthangady Taluk on 21.10.2023 at

2.00 p.m., the driver of the pickup vehicle drove the same with a high speed in a rash and negligent manner, as a result, the driver lost control over the vehicle. On account of the same, the vehicle capsized on the road and they sustained severe injuries.

15. The claimant in MVC No.183/2024 has examined as PW-1 and produced 17 documents, which were exhibited as Ex.P.1 to Ex.P.17. The claimant in MVC No.184/2024 has examined as PW-2 and produced 6 documents, which were exhibited as Ex.P.18 to P.23. The claimant in MVC No.186/2024 has examined as PW-3 and produced 6 documents, which were exhibited as Ex.P.24 to P.29. They have reiterated the claim petition averments. They have also examined Dr. Mahabalesh Shetty to contend the claimants have sustained severe injuries and suffered a physical disability as PW-4 and produced 9 documents, which were exhibited as Ex.P.30 to P.38.

16. Ex.P.1 is the complaint. Ex.P.2 is the FIR. Ex.P.3 is the accident information report. Ex.P.4 is the head of charge sheet. Ex.P.5 is the spot mahazar. Ex.P.6 is the spot sketch. Ex.P.7 is the IMV report. Ex.P.8 is the notice under Section 133 of MV Act. Ex.P.9 is the reply to notice under Section 133 of MV Act. Ex.P.10 is the wound certificate of Vishwanath.

Ex.P.11 is the discharge summary (2 in Nos.). Ex.P.12 is the disability certificate. Ex.P.12(a) is the signature of PW-4. Ex.P.13 is the surgery cost certificate. Ex.P.13(a) is the signature of PW-4. Ex.P.14 is the notarized copy of Aadhar card. Ex.P.15 is the medical bills (95 in Nos.). Ex.P.16 is the X-rays. Ex.P.17 is the photographs with CD. Ex.P.18 is the wound certificate of PW-2. Ex.P.19 is the discharge summary. Ex.P.20 is the disability certificate. Ex.P.20(a) is the signature of PW-4. Ex.P.21 is the notarized copy of Aadhar card. Ex.P.22 is the medical bills (33 in Nos.). Ex.P.23 is the X-rays. Ex.P.24 is the wound certificate of PW-3. Ex.P.25 is the discharge summary. Ex.P.26 is the disability certificate. Ex.P.26(a) is the signature of PW-4. Ex.P.27 is the notarized copy of Aadhar card. Ex.P.28 is the medical bills (7 in Nos.). Ex.P.29 is the X-ray. Ex.P.30 is the case sheet of Vishwanath. Ex.P.31 is the case sheet of Vishwanath. Ex.P.32 is the CT Scan film of Vishwanath. Ex.P.33 is the X-Rays of Vishwanath. Ex.P.34 is the case sheet of Ramesh. Ex.P.35 is the CT Scan film of Ramesh. Ex.P.36 is the X-Rays of Ramesh. Ex.P.37 is the case sheet of Nagesh Gowda. Ex.P.38 is the X-Rays of Nagesh Gowda.

17. The respondent No. 2 examined its officer as RW-1 and produced in all 2 documents, which were exhibited as

Ex.R1 and R.2. The respondent No. 1 examined himself as RW-2 and reiterated the written statement averments and produced 2 documents, which were exhibited as Ex.R.3 and R.4.

18. Ex.R.1 is the authorization letter. Ex.R.2 is the insurance policy. Ex.R.3 is the notarized copy of R.C. Ex.R.4 is the notarized copy of driving license.

19. Ex.P.1 is the statement given by claimant in MVC No.184/2024. Based on the MLC information received from Unity Hospital, the SHO has visited the hospital and recorded the statement of injured on 22.10.2023. It was stated in the statement on 21.10.2023, he, Nagesh Gowda and Viswanath were engaged as loaders by Ibrahim. Accordingly, they went in pickup vehicle bearing Reg.No.KA- 18-A-0804 belongs to Ibrahim and Vighnesh was the driver of the vehicle. They went to Laila and loaded magnum fire wood to the pickup vehicle and when they were returning from Laila towards Badyaru and reached Melanthabettu, Odyane at 02.00 p.m., the driver of pickup vehicle drove the same with a high speed in a rash and negligent manner, lost control over the vehicle, as a result, the vehicle capsized on the road. On account of the same, he and other two inmates sustained severe injuries. Immediately the persons gathered there dragged them from

the pickup vehicle. He sustained injuries over neck, right forehead, back, right leg and other parts of the body. Nagesh Gowda sustained injuries over back. Vishwanath sustained injuries over left leg, back and other parts of the body. Immediately they were taken to Unity Hospital, Mangalore. However, the driver of the pickup vehicle had not sustained any injuries. Based on the statement given by him, the police have registered case in Crime No. 103/2023 as per Ex.P.2. After investigation, the police have submitted charge sheet against the driver of the pickup vehicle as per Ex.P.4. It was stated in the charge sheet, when the claimants were proceeding in a pick-up vehicle, the driver of the pick-up vehicle drove the same with a high speed, as a result, vehicle capsized on the road and sustained injuries.

20. Ex.P.5 is the spot mahazar. Ex.P.6 is the spot sketch. Ex.P.5 spot mahazar reads thus;

“ಅಪಘಾತ ನಡೆದ ಸ್ಥಳವು ಬೆಳ್ತಂಗಡಿ ತಾಲೂಕು ಮೆಲಂತಬೆಟ್ಟು ಗ್ರಾಮದ ಒಡ್ಡಾನೆ ಎಂಬಲ್ಲಿ ಹಾದು ಹೋಗುವ ಡಾಮಾರು ರಸ್ತೆಯ ಉತ್ತರ ಅಂಚಿನಲ್ಲಿ ಆಗಿರುತ್ತದೆ. ಈ ಡಾಮಾರು ರಸ್ತೆಯು ಉತ್ತರಕ್ಕೆ 5 ಅಡಿ ಅಗಲ ಮತ್ತು ದಕ್ಷಿಣಕ್ಕೆ 7 ಅಡಿ ಅಗಲ ಡಾಮಾರು ರಸ್ತೆ ಇರುತ್ತದೆ. ಈ ಡಾಮಾರು ರಸ್ತೆಯು ಉತ್ತರ - ದಕ್ಷಿಣವಾಗಿ 12 ಅಡಿ ಅಗಲವಿರುತ್ತದೆ. ಈ ಡಾಮಾರು ರಸ್ತೆಯು ಪೂರ್ವಕ್ಕೆ ಲಾಯಿಲಾ ಕಡೆಗೂ ಪಶ್ಚಿಮಕ್ಕೆ ಬಡ್ಕಾರು ಕಡೆಗೂ ಹಾದು ಹೋಗುತ್ತದೆ. ಅಪಘಾತ ಸ್ಥಳದಿಂದ ಡಾಮಾರು ರಸ್ತೆಯ ನಂತರ ಉತ್ತರಕ್ಕೆ 5 ಅಡಿ ಅಗಲ ಕಚ್ಚಾಮಣ್ಣು ರಸ್ತೆ ಮತ್ತು ದಕ್ಷಿಣಕ್ಕೆ 4 ಅಡಿ ಅಗಲದ ಕಚ್ಚಾ ಮಣ್ಣು ರಸ್ತೆ ಇರುತ್ತದೆ. ಅಪಘಾತ ಸ್ಥಳದಲ್ಲಿ ಡಾಮಾರು ರಸ್ತೆಯು

ಪೂರ್ವದಿಂದ ಪಶ್ಚಿಮಕ್ಕೆ ಇಳಿಜಾರಿನಿಂದ ಕೂಡಿರುತ್ತದೆ. ಅಪಘಾತ ಸ್ಥಳದಿಂದ ಸುಮಾರು 4 ಅಡಿ ದೂರ ಉತ್ತರಕ್ಕೆ ಅಪಘಾತ ನಡೆಸಿದ ವಾಹನ ಬಲಮಗ್ಗಲಾಗಿ ಮಗುಚಿ ಬಿದ್ದಿದ್ದು ಪಶ್ಚಿಮ ದಿಕ್ಕಿಗೆ ಮುಖವಾಗಿರುತ್ತದೆ. ಪರಿಶೀಲಿಸಲಾಗಿ ಇದು ಮಹೀಂದ್ರ ಕಂಪೆನಿಯ ಪಿಕ್ ಅಪ್ ವಾಹನವಾಗಿದ್ದು ಇದರ ನೋಂದಣಿ ನಂಬ್ರ:KA-18-A-0804 ನೇ ಆಗಿದ್ದು ಇದರ ಮುಂಭಾಗ ಗ್ಲಾಸ್, ಇದರ ಬಲಬದಿ ಮತ್ತು ಬಲಬದಿ ಬಾಡಿ ಜಖಂ ಆಗಿರುವುದು ಕಂಡು ಬರುತ್ತದೆ. ಇದರ ಅಂದಾಜು ಮೌಲ್ಯ ರೂ.1,18,000/- ಆಗಬಹುದು. ಸದ್ರಿ ವಾಹನವನ್ನು ಮುಂದಿನ ಕ್ರಮದ ಬಗ್ಗೆ ವಶಕ್ಕೆ ಪಡೆದುಕೊಳ್ಳಲಾಯಿತು.”

21. Ex.P.7 is the IMV report. The damages caused to the vehicles are as under ;

“Damages caused to vehicle No.KA-18-A-0804

1. Front bumper, bonnet, front wind screen glass frame damaged.
2. Left side back view mirror glass damaged.
3. Right side body damaged.
4. Right side back view mirror glass damaged.
5. Top damaged.
6. Back body damaged. Back light damaged.

22. A combined reading of aforesaid evidence, the accident took place on Laila-Badyaru road. The total width of the road is 13 feet. The accident spot is shown at 7 feet from the edge of the road from Laila towards Badyru. Spot sketch indicates the vehicle was capsized on the road and dragged

upto 5 feet and lying on the mud road. In the complaint it was specifically stated by complainant, when the vehicle reached the spot the driver of the vehicle drove the same with a high speed, as a result, lost control over the same and vehicle capsized. Sketch indicates there is a light curve on the spot. Ex.P.7 IME report indicates front portion and body of the pickup vehicle has been damaged. Ex.P.3 is the head of charge sheet also indicates the accident took place on account of rash and negligent driving of driver of the pickup vehicle. Learned counsel for respondent No.2 has examined witnesses at length with respect to the involvement of vehicle and nature of accident. The witnesses have clearly deposed they were proceeding as loaders in the vehicle and on account of rash and negligent driving of driver of the pickup vehicle the accident took place. The aforesaid evidence clearly indicates the accident took place solely on account of rash and negligent driving of driver of the pickup vehicle. It was contended by respondent No.2 that the driver of the vehicle had no driving license. Thereby the respondent No.2 has violated the terms and conditions of the policy. Ex.P.3 is the head of charge sheet. Head of charge sheet does not indicate the driver was charged for the offence for not holding driving license at the time of accident. In view of the aforesaid

discussion, I answer Issue No.1 in MVC Nos.183/2024, MVC No.184/2024 and MVC No.186/2024 in the '**affirmative**'.

23. Issue No.2 in MVC 183/2024 :- Now coming to award of compensation, Ex.P.10 is the wound certificate. Ex.P.11 are the discharge summaries. Ex.P.12 is the disability certificate. Ex.P.30 and P.31 are the entire case sheet. Ex.P.32 and P.33 are the X-ray, CT film etc. The claimant also examined doctor as PW-2. A perusal of entire medical evidence placed on record, the claimant in all sustained five injuries, among them 3 injuries are grievous and 2 injuries are simple in nature. Grievous injuries sustained by the claimant are fracture of bones. The claimant was admitted as an inpatient from 21.10.2023 to 07.11.2023 and 6.12.2023 to 15.12.2023. The medical evidence placed on record clearly indicates that the claimant has sustained severe injuries and he is entitled compensation under the following heads:

Pain and suffering: As per Ex.P.10 wound certificate, he sustained lacerated wound over the left leg, bone deep, open fracture of distal 1/3rd of left tibia and fibula bone, fracture of iliac bone and right sacrum, fracture of 6th, 7th and 8th ribs on the left side, pubic symphysis disruption, multiple abraded contusions over the left side of the chest, left knee and leg and other parts of the body. Ex.P.11 are the

discharge summaries. Discharge summaries indicate the claimant was admitted to Unity hospital on 21.10.2023 and discharged on 07.11.2023. Again he was admitted to Unity hospital on 06.12.2023 and discharged on 15.12.2023. The claimant was admitted as an inpatient in the hospital nearly for 28 days. The claimant has suffered pain and suffering. Therefore the claimant is entitled a sum of **Rs.1,00,000/-** under this head.

Medical expenses: The claimant produced medical bills at Rs.6,66,184/-. The medical bills produced by the claimant are original medical bills issued by Unity Hospital and ambulance service. In so far as medical bills issued by Unity Hospital and Pharmacy bills, they are the original bills of the respective hospital and pharmacy. In so far as the bills produced by the claimant pertaining to ambulance service, they contain continuous serial numbers of the bills. Each bill contains Rs.2,750/- per visit. By naked eyes, they are created proceeds for the purpose of claim. Therefore, the claimant is not entitled to claim ambulance service bills produced by him. The total ambulance services bill is Rs.41,000/-. By deducting the ambulance services bill the claimant is entitled to be **Rs.6,25,184/-** (Rs.6,66,184/- – Rs.41,000/-) under this head.

Future loss of earnings: According to the claimant he was earning Rs.1,000/- per day by doing coolie work and now on account of injuries sustained he is not in a position to carry out any work thereby suffered huge loss. The claimant produced Ex.P.12 in support of his case to claim compensation under this head. Ex.P.12 is the disability certificate issued by PW-2. According to PW-2, the claimant is having 40% physical disability to left lower limb. As could be seen from the medical evidence, the claimant sustained following injuries:-

1. Lacerated wound over the left leg measuring 6cms x 3cms x Bone deep.
2. Open fracture of left tibia and fibula bone.
3. Fracture of 6th, 7th and 8th Ribs on left side.
4. Pubic symphysis disruption.
5. Multiple abraded contusions over the left side of the chest, left knee and leg.

Ex.P.12 is issued by PW-2 Dr. Mahabalesh Shetty. In the cross-examination, he has clearly admitted that he was not the doctor who treated the claimant in the hospital. A perusal of discharge summary and medical bill, Dr. Sanjay Shahri, Dr. Sachidananda Rai B, Dr. Thomas Joe, Dr. Ashfaq

Mohammed, Dr. Lakshman Suvarna, Dr. Abdul Razak treated the claimant. The claimant sustained fracture of certain bones. The aforesaid doctors are orthopedic surgeons. PW-2 is only medical consultant and he is expertise in forensic medicine and toxicology. PW-2 has not treated the claimant. However, he issued disability certificate along with another doctor. PW-2 admits the doctors who treated the claimant are still practicing in Unity Hospital. However, the claimant was not examined by him. The claimant produced entire medical records pertaining to the treatment taken. The medical records indicate the claimant was admitted in hospital for long time. Though the PW-2 is not a competent doctor to assess the disability to the claimant as he was not treated the claimant, by considering the entire medical evidence, I am of the opinion, the claimant has sustained 10% disability compared to whole body. According to the claimant, he was earning Rs.1,000/- per day by doing coolie. But the claimant has not adduced any evidence to that effect. Even in the absence of any such proof with respect to income, in view of the standard income assessed by Karnataka Legal Services Authority, his income would be taken as Rs.16,000/- per month as the year of accident was 2023. Ex.P.14 is the Aadhar card of the claimant, as per the said document, the date of birth of the claimant is

01.08.1987 and hence the claimant was aged about 36 years at the time of accident, therefore the multiplier applicable would be 15. Therefore, under loss of future income, it comes to Rs.16,000/- x 12 x 15 x 10/100 =2,88,000/-. Thus, the claimant is entitled a sum of **Rs.2,88,000/-** under this head.

Food nourishment and attendant charges: Ex.P.11 are the discharge summaries. Discharge summaries indicates the claimant was admitted to Unity hospital on 21.10.2023 and discharged on 07.11.2023. Again he was admitted to Unity hospital on 06.12.2023 and discharged on 15.12.2023. The claimant was admitted as an inpatient in the hospital nearly for 28 days. He must have spent not less than Rs.25,000/- towards food nourishment and attendance charges. Therefore, he is entitled **Rs.25,000/-** under this head.

Loss of income during laid-up-period: As per Ex.P.11 discharge summaries the claimant was admitted to Unity hospital on 21.10.2023 and discharged on 07.11.2023. Again he was admitted to Unity hospital on 06.12.2023 and discharged on 15.12.2023. The claimant was admitted as an inpatient in the hospital nearly for 28 days. He must have taken bed rest for one month. Therefore he is entitled

for 2 months compensation under this head. The income assessed by this Tribunal is Rs.16,000/-. Hence, the claimant is entitled a sum of **Rs.32,000/-** (Rs.16,000 x 2) under this head.

24. Thus, the claimant is entitled following compensation;

Sl.No.	Particulars	Amount (Rs.)
1	Pain and sufferings	1,00,000/-
2	Medical expenses	6,25,184/-
3	Loss of future earnings	2,88,000/-
4	Food, nourishment, transportation etc.,	25,000/-
5	Loss of income during laid-up-period	32,000/-
Total:		Rs. 10,70,184/-

25. **Issue No.2 in MVC No.184/2024**:- Ex.P.18 is the wound certificate. Ex.P.18 wound certificate indicates the claimant in all sustained five injuries. Among them, four injuries are grievous and one injury is simple in nature. Ex.P.19 is the discharge summary indicates the claimant was admitted to hospital on 21.10.2023 and discharged on 13.11.2023. Ex.P.20 is the disability certificate issued by PW-

2. The claimant has produced entire medical records pertaining to the treatment. The case sheet and medical records indicate the claimant sustained grievous injuries. The claimant also examined PW-2 to depose the claimant is having permanent disability. The medical records indicate the claimant has sustained severe injuries and entitled compensation under the following heads:

Pain and suffering: As per Ex.P.18 wound certificate, he sustained lacerated wound over the left frontal region bone, deep (scalp), lacerated wound over the right foot and heel medial side, fracture of cervical vertebra 1, cerebral oedema with left temporal lobe contusion, lumbar vertebra grade II listesis over S1 L2 and other parts of the body.. Ex.P.19 is the discharge summary. Discharge summary indicates the claimant was admitted to Unity hospital on 21.10.2023 and discharged on 13.11.2023. The claimant was admitted as an inpatient in the hospital nearly for 24 days. The claimant has suffered pain and suffering. Therefore the claimant is entitled a sum of **Rs.1,00,000/-** under this head.

Medical expenses: The claimant produced medical bills at Rs.4,40,179/-. The medical bills produced by the

claimant are original medical bills issued by Unity Hospital and ambulance service. In so far as medical bills issued by Unity Hospital and Pharmacy bills, they are the original bills of the respective hospital and pharmacy. In so far as the bills produced by the claimant pertaining to ambulance service, they contain continuous serial numbers of the bills. Each bill contains Rs.2,750/- per visit. By naked eyes, they are the created proceeds for the purpose of claiming. Therefore, the claimant is not entitled to claim ambulance service bills produced by him. The total ambulance services bills of Rs.16,500/-. By deducting the ambulance services bill the claimant is entitled to be **Rs.4,23,679/-** (Rs.4,40,179/- – Rs.16,500/-) under this head.

Future loss of earnings: According to the claimant he was earning Rs.1,000 per day by doing coolie work and now on account of injuries sustained he cannot do any works. The claimant has produced entire medical records pertaining to the treatment given to him. PW-2 is the doctor who issued disability certificate to him. PW-2 deposes in his deposition that the claimant is having 20% disability to spine. The claimant produced entire case sheet of the hospital. Case sheet indicates he suffered injury to spine. The claimant also produced discharge summary and medical bill. As could be

seen from medical bill and discharge summary, Dr. Kishore Shetty G, Dr. Sachidananda Rai and Dr. Abdul Razak treated the claimant. PW-2 who issued disability certificate has not treated the claimant. However, PW-2 came to court and deposed that the claimant is having 20% disability to spine. Ex.P.18 is wound certificate. As per Ex.P.18 wound certificate, the claimant sustained following injuries:

1. Lacerated wound over the left frontal region 6cms x 1cms x bone deep (SCALP)
2. Lacerated wound over the right foot and heel medial side (heel ped avulsion)
3. Fracture of cervical vertebra 1.
4. Cerebral oedema with left temporal lobe contusion.
5. Lumbar vertebra grade II listhesis over S1 L2. (SLIP).

The major injury sustained by the claimant is over spine. PW-2 has clearly admitted in his evidence that aforesaid doctors are still practicing in Unity Hospital. But the claimant has not chosen to examine one of the doctors who treated him. However, the medical records produced by the claimant clearly indicate that he took treatment for nearly 24 days in the hospital as an inpatient. The discharge summary indicates a surgery was conducted with respect to fracture

injury to spine. Thereafter, conservative treatment was given and discharged from the hospital. Though PW-2 is not competent to depose about disability sustained by the claimant as he is not the doctor who treated the claimant and he is not neurologist, by considering the medical evidence placed on record, I am of the opinion that the claimant has suffered 5% disability compared to whole body. According to the claimant, he was earning Rs.1,000/- per day earlier to the accident. Now on account of injuries he cannot earn anything. To prove the same he has not produced any evidence. Even in the absence of any such proof with respect to income, in view of the standard income assessed by Karnataka Legal Services Authority, his income would be taken as Rs.16,000/- per month as the year of accident was 2023. Ex.P.21 is the Aadhar card of the claimant, as per the said document, the date of birth of the claimant is 01.06.1977 and hence the claimant was aged about 46 years at the time of accident, therefore the multiplier applicable would be 13. Therefore, under loss of future income, it comes to $\text{Rs.16,000/-} \times 12 \times 13 \times 5/100 = 1,24,800/-$. Thus, the claimant is entitled a sum of **Rs.1,24,800/-** under this head.

Food nourishment and attendant charges: Ex.P.19 is the discharge summary. Discharge summary indicates the claimant was admitted to Unity hospital on 21.10.2023 and discharged on 13.11.2023. The claimant was admitted as an inpatient in the hospital nearly for 24 days. He must have spent not less than Rs.25,000/- towards food nourishment and attendance charges. Therefore, he is entitled **Rs.25,000/-** under this head.

Loss of income during laid-up-period: As per Ex.P.19 discharge summary the claimant was admitted to Unity hospital on 21.10.2023 and discharged on 13.11.2023. The claimant was admitted as an inpatient in the hospital nearly for 24 days. He must have taken bed rest for one month. Therefore he is entitled for 2 months compensation under this head. The income assessed by this Tribunal is Rs.16,000/-. Hence, the claimant is entitled a sum of **Rs.32,000/-** (Rs.16,000 x 2) under this head.

26. Thus, the claimant is entitled following compensation;

Sl.No.	Particulars	Amount (Rs.)
1	Pain and sufferings	1,00,000/-
2	Medical expenses	4,23,679/-

3	Loss of future earnings	1,24,800/-
4	Food, nourishment, transportation etc.,	25,000/-
5	Loss of income during laid-up-period	32,000/-
Total:		Rs.7,05,479/-

27. **Issue No.2 in MVC No.186/2024:-** Ex.P.24 is wound certificate. Wound certificate indicates the claimant in all sustained two injuries. Among them, injury number 2 is grievous and injury number 1 is simple in nature. Ex.P.25 is the discharge summary. The discharge summary indicates the claimant admitted to hospital on 21.10.2023 and discharged on 13.11.2023. The claimant has produced entire medical records pertaining to treatment taken by him. The case sheet and medical records indicate the claimant sustained grievous injuries. The medical records indicate the claimant has sustained severe injuries and entitled compensation under the following heads:

Pain and suffering: As per Ex.P.24 wound certificate, he sustained L2 burst fracture with retrolisthesis of fracture fragments, fracture of right superior and inferior articular process with odema of existing L4 nerve root, adjacent para

vertebral muscles and right PSOAS muscle, grievous injuries to his back and other parts of the body. Ex.P.25 is the discharge summary. Discharge summary indicates the claimant was admitted to Unity hospital on 21.10.2023 and discharged on 13.11.2023. The claimant was admitted as an inpatient in the hospital nearly for 24 days. The claimant has suffered pain and suffering. Therefore the claimant is entitled a sum of **Rs.1,00,000/-** under this head.

Medical expenses: The claimant produced medical bills at Rs.3,93,648/-. The medical bills produced by the claimant are original medical bills issued by Unity Hospital and ambulance service. In so far as medical bills issued by Unity Hospital and Pharmacy bills, they are the original bills of the respective hospital and pharmacy. In so far as the bills produced by the claimant pertaining to ambulance service, they contain continuous serial numbers. Each bill is Rs.2,750/- per visit. By naked eyes, they are the created proceeds for the purpose of claiming. Therefore, the claimant is not entitled to claim ambulance service bills produced by him. The total ambulance services bills of Rs.5,500/-. By deducting the ambulance services bill the claimant is entitled

to be **Rs.3,88,148/-** (Rs.3,93,648/- – Rs.5,500/-) under this head.

Future loss of earnings: According to the claimant he was earning Rs.1,000 per day by doing coolie work and now on account of injuries sustained he cannot do any works. The claimant has produced entire medical records pertaining to treatment taken by him. As per Ex.P.24 the claimant sustained tenderness over the lumbar vertebral and fracture of lumbar vertebral. D12, L1, L3 poly-axial, titanium pedicle screw fixation, L1 and L2 decompression splenectomy, inter transverse bony fusion and stabilization on 23.10.2023 and thereafter he was treated conservatively. PW-2 is the doctor who issued disability certificate Ex.P.26. According to PW-2, the claimant is having 20% disability to spine. As could be seen from medical records, doctor Kishore Shetty, Sanjay Shahri, Shareef Sayed, Muhammed Abdul Razak treated the claimant. PW-2 has not treated the claimant. However PW-2 issued disability certificate along with another doctor and deposes before them. PW-2 also admits in his examination, the aforesaid doctors are still practicing in the hospital. But the claimant has not chosen to examine any one of the doctors who treated him. The medical records indicate the claimant sustained injury to spine. Though PW-2 is not

competent to issue disability certificate as he has not treated the claimant and he is not neurologist and orthopedician, but the medical evidence indicates the claimant sustained fracture over spine. The medical evidence indicates the claimant took treatment for nearly 24 days in the hospital and after recovery he was discharged. By considering the medical evidence placed on record, I am of the opinion that the claimant has suffered 5% disability compared to whole body. According to the claimant, he was earning Rs.1,000/- per day earlier to the accident. Now on account of injuries sustained, he cannot do coolie works and thereby suffered loss. To prove the income, the claimant has not produced any evidence. Even in the absence of any such proof with respect to income, in view of the standard income assessed by Karnataka Legal Services Authority, his income would be taken as Rs.16,000/- per month as the year of accident was 2023. Ex.P.27 is the Aadhar card of the claimant, as per the said document, the date of birth of the claimant is 06.03.1972 and hence the claimant was aged about 51 years at the time of accident, therefore the multiplier applicable would be 11. Therefore, under loss of future income, it comes to Rs.16,000/- x 12 x 11 x 5/100 =1,05,600/-. Thus, the claimant is entitled a sum of **Rs.1,05,600/-** under this head.

Food nourishment and attendant charges: Ex.P.25 is the discharge summary. Discharge summary indicates the claimant was admitted to Unity hospital on 21.10.2023 and discharged on 13.11.2023. The claimant was admitted as an inpatient in the hospital nearly for 24 days. He must have spent not less than Rs.25,000/- towards food nourishment and attendance charges. Therefore, he is entitled **Rs.25,000/-** under this head.

Loss of income during laid-up-period: As per Ex.P.25 discharge summary the claimant was admitted to Unity hospital on 21.10.2023 and discharged on 13.11.2023. The claimant was admitted as an inpatient in the hospital nearly for 24 days. He must have taken bed rest for 2 months. Therefore he is entitled for one month compensation under this head. The income assessed by this Tribunal is Rs.16,000/-. Hence, the claimant is entitled a sum of **Rs.32,000/-** (Rs.16,000 x 2) under this head.

28. Thus, the claimant is entitled following compensation;

Sl.No.	Particulars	Amount (Rs.)
1	Pain and sufferings	1,00,000/-
2	Medical expenses	3,88,148/-
3	Loss of future earnings	1,05,600/-
4	Food, nourishment, transportation etc.,	25,000/-
5	Loss of income during laid-up-period	32,000/-
Total:		Rs.6,50,748/-

29. The claimants in all the three claim petitions are entitled interest at 6% per annum from the date of petition till realization.

Liability:

30. Now coming to liability, it is the categorical stand taken by the respondent No.2 that the petitioners were traveling as a gratuitous passengers in pickup vehicle, therefore the respondent No.2 is not liable to indemnify the respondent No.1. It is also contended by respondent No.2 that since necessary premium was not paid under the policy to cover the loader and unloader, the respondent No.2 is not liable to pay the compensation to the claimants. Now the

question is whether the claimants were traveling in the vehicle as loaders or gratuitous passengers and whether the respondent No.2 can avoid the liability as no premium was collected under the policy for loader and unloader. Ex.P.1 is the complaint. In Ex.P.1 one of the claimants stated as under:-

“ದಿನಾಂಕ 21.10.2023 ರಂದು ನನ್ನನ್ನು ಹಾಗೂ ನಾಗೇಶ್ ಗೌಡ, ವಿಶ್ವನಾಥ ಎಂಬವರನ್ನು ಕೂಲಿ ಕೆಲಸದ ಬಗ್ಗೆ ಇಬ್ರಾಹಿಂ ಎಂಬವರು ಬರ ಹೇಳಿದ್ದು ಅದರಂತೆ ನಾವು ಗುರುವಾಯನ ಕೆರೆಗೆ ಬಂದು ಇಬ್ರಾಹಿಂ ರವರ ಬಾಬು KA-18-A-0804 ನೇ ಪಿಕ್ ಆಪ್ ವಾಹನದಲ್ಲಿ ಕುಳಿತುಕೊಂಡು ಪಿಕ್ ಆಪ್ ವಾಹನವನ್ನು ಚಾಲಕ ವಿಘ್ನೇಶ್ ಚಲಾಯಿಸಿಕೊಂಡು ಬಡ್ವು ಕೋಟಿಕಟ್ಟೆಯಾಗಿ ಲಾಯಿಲಾ ಕಡೆಗೆ ಬಂದು ಲಾಯಿಲಾ ಕಡೆಯಿಂದ ಮೋಜಮ್ ಮರದ ಕಟ್ಟಿಗೆಯನ್ನು ಪಿಕ್ ಆಪ್ ವಾಹನದ ಬೋಡಿಯಲ್ಲಿ ಲೋಡ್ ಮಾಡಿಕೊಂಡು ನಾವೆಲ್ಲ ಪಿಕ್ ಆಪ್ ವಾಹನದ ಮುಂದಿ ಸೀಟಿನಲ್ಲಿ ಕುಳಿತುಕೊಂಡು ಪಿಕ್ ಆಪ್ ವಾಹನ ವನ್ನು ಚಾಲಕ ವಿಘ್ನೇಶ ರವರು ಲಾಯಿಲಾ ಕಡೆಯಿಂದ ಬಡ್ವು ಕಡೆಗೆ ಚಲಾಯಿಸಿಕೊಂಡು ಹೋಗುತ್ತಿರುವ ಸಮಯ ಸುಮಾರು ಮಧ್ಯಾಹ್ನ 2.00 ಗಂಟೆಗೆ ಬೆಳ್ತಂಗಡಿ ತಾಲೂಕು ಮೇಲಂತಬೆಟ್ಟು ಗ್ರಾಮದ ಓಡ್ಡಣಿ ಎಂಬಲ್ಲಿಗೆ ತಲುಪುತ್ತಿದ್ದಂತೆ ಇಳಿಜಾರು ರಸ್ತೆಯಲ್ಲಿ ಪಿಕ್ ಆಪ್ ವಾಹನವನ್ನು ಅದರ ಚಾಲಕ ದುಡುಕುತನದಿಂದ ಚಲಾಯಿಸಿ ಚಾಲಕನ ನಿಯಂತ್ರಣ ತಪ್ಪಿ ಪಿಕ್ ಆಪ್ ವಾಹನ ಬಲಮಗ್ಗಲಾಗಿ ಮಗುಚಿ ಬಿದ್ದಿತು.”

31. Ex.P.1 complaint was the first document to set the criminal law into motion. As could be seen from the complaint, the complainant has clearly stated that he and other two were proceeding in pickup vehicle as loaders. It was clearly stated after loading fire wood they were returning in

the pickup vehicle to unload the fire wood and at that time, the accident took place. Ex.P.5 is the spot mahazar. Spot mahazar clearly indicates the vehicle in question was also seized under the mahazar. When the mahazar was conducted, the vehicle was very much lying on the spot. RW-2 is the respondent No.1. RW-2 in his deposition has clearly deposed that he has engaged with claimants as loaders and while traveling as loaders the accident took place. To the contrary, the respondent No.2 has not led any evidence before the court. The respondent No.2 only relied upon head of charge sheet and contending that the claimants were proceeding as passengers in the vehicle. Charge sheet does not indicate whether the claimants were passengers or loaders or unloaders. In the complaint it was clearly stated the claimants were traveling as loaders and not as gratuitous passengers. Therefore the contention of the respondent that the claimants were gratuitous passengers cannot be accepted.

32. It was the further contention of respondent No.2 that since respondent No.1 has not paid necessary premium to cover the risk of loaders and unloaders of the vehicle, hence, the respondent No.2 is not liable to indemnify respondent No.1. Ex.R.2 is the policy. A perusal of Ex.R.2, it is a package policy. It covers both 'A' and 'B' liability. 'A'

liability is with respect to own damage and 'B' liability is with respect to other risks. If the policy is a package policy, the risks covered under the policy are liable to be paid. If it is an Act policy, only risks covered under the policy are subject to the premium paid. If it is package policy all third party risks including inmates of the vehicle are covered. Now another question for consideration is whether Loaders and unloaders who are traveling in a goods vehicle are covered under the policy or model.

33. Rule 100 of Karnataka Motor Vehicles Rules read thus:-

100. Carriage of persons in goods vehicle.-(1) subject to the provisions of this rule, no person shall be carried in a goods vehicle:

Provided that the owner or the hirer or a bona fide employee of the owner or the hirer of the vehicle carried free of charge or a police officer in uniform traveling on duty may be carried in a goods vehicles, the total number of persons so carried.-

(i) in light transport goods vehicle having registered laden weight less than 990 kgs. Not more than one;

(ii) in any other light transport goods vehicle not more than three; and

(iii) in any goods vehicle not more than seven:

Provided that the provisions of sub-clauses (ii) and (iii) of the above proviso shall not be applicable to the vehicles plying on inter-State routes or the vehicles carrying goods from one city to another city.

(2) Notwithstanding anything contained in sub-rule (i), but subject to the provisions of sub-rules (4) and (5), a Regional Transport Authority may, by an order in writing permit that a larger number of persons may be carried in the vehicle, on conditions that no goods at all are carried, free of charge in connection with the work for which the vehicle is used, and that such other conditions as may be specified by the Regional Transport Authority are observed, and where the vehicle is required to be covered by a permit, the conditions of the permit.

(3) Notwithstanding anything contained in sub-rules (1) and (2), but subject to the provisions of sub-rules (4) and (5),-

(a) for the purpose of celebration in connection with the Republic Day or Independence Day or any other public congregation, the Regional Transport Officer;

(b) For the purpose of enabling a co-operative society or class of co-operative societies owning or hiring a goods vehicle to carry its members under its authority in such goods vehicle when used for the purpose of carrying goods of the society in the ordinary course of its business, the Secretary of the Regional Transport Authority;

(c) where it considers expedient in public interest in respect of vehicles owned or hired by it, and in respect of other vehicles on such inescapable grounds or urgent nature to be specified in the order, the Stage Government may, by general or special order, permit goods vehicle to be used for the carriage of persons for the purpose aforesaid, and subject to such conditions, as may be specified in the order.

(4) No person shall be carried in any goods vehicle.-

(a) unless an area of not less than 0.40 square meter of the floor of the vehicle is kept open for each person; and

(b) in such manner-

(i) that such person when carried on goods is otherwise in danger of falling from the vehicle;

(ii) that any part of his body, when he is in a sitting position is at a height exceeding three meters from the surface upon which the vehicle rests.

(5) The provisions of this rule shall not apply to motor lvehciles registered under Section 60.

(6) No person other than an attendants required by Rule 226 shall be carried on a trailer which is a goods vehicle.

34. A perusal of aforesaid rule, like transport goods

vehicle having registered laden weight less than 900 kg can carry one passenger. Any other light transport goods vehicle can carry passenger more than one upto 3. Admittedly the vehicle in question is light transport goods vehicle and permitted to carry upto 3 persons. Claimant Nos. 1 to 3 were traveling in the vehicle at the time of accident. Therefore under Rule 100 of Karnataka Motor Vehicles Rules, claimants are covered. Therefore the respondent No.2 is liable to pay compensation to the claimants. Hence the contention of respondent No.2 that the claimants are not permitted to travel as loaders in vehicle cannot be accepted. Hence, the respondent Nos.1 and 2 are jointly and severally liable to pay compensation. Respondent No.2 is statutorily eligible to pay the compensation to the claimants. The respondents Nos. 1 and 2 are jointly and severally liable to pay the compensation amount of **Rs. Rs.10,70,184/- in MVC No.183/2024, Rs.7,05,479/- in MVC No. 184/2024 and Rs.6,50,748/- in MVC No. 186/2024**. The 2nd respondent is liable to indemnify the respondent No.1. Thus, I answer Issue No.2 in all the cases as **partly affirmative**.

35. Issue No.3 in MVC Nos.183/2024, 184/2024 and 186/2024:- In view of the above discussion, I proceed to pass the following order;

ORDER

All the petitions U/s.166 of Motor vehicles Act are allowed in part with cost. The respondent Nos.1 and 2 are jointly and severally liable to pay compensation.

The claimant in MVC 183/2024 is entitled for compensation of **Rs.10,70,184/-** along with interest at the rate of 6% p.a., from date of petition till realization.

The claimant in MVC No.184/2024 is entitled for compensation of **Rs.7,05,479/-** along with interest at the rate of 6% p.a., from date of petition till realization.

The claimant in MVC No.186/2024 is entitled for compensation of **Rs.6,50,748/-** along with interest at the rate of 6% p.a., from date of petition till realization.

The respondent No.2 is hereby directed to deposit the award amount in all the three

petitions within 3 months from drawing the award.

In MVC No. 183/2024, out of total compensation, 50% shall be invested in the name of claimant for a period of 5 years in any nationalized Bank at the option of claimant and remaining 50% compensation shall be paid to claimant on proper identification.

In MVC No. 184/2024, out of total compensation, 50% shall be invested in the name of claimant for a period of 5 years in any nationalized Bank at the option of claimant and remaining 50% compensation shall be paid to claimant on proper identification.

In MVC No. 186/2024, out of total compensation, 50% shall be invested in the name of claimant for a period of 5 years in any nationalized Bank at the option of claimant and remaining 50% compensation shall be paid to claimant on proper identification.

Advocate's fee is fixed at Rs.2,000/- each case.

An award shall be drawn accordingly.

Keep the original judgment in MVC
No.183/2024 and copy thereof in MVC
Nos.184/2024 and 186/2024.

(Dictated to the SG-III through AI, typed by her, corrected and pronounced
by me in the Open court, on this the **10th day of April 2026**)

(Jagadeesh V.N.)

Member MACT-III & II Addl. District &
Sessions Judge, D.K., Mangaluru.

ANNEXURE

List of witnesses examined for the claimant:

PW-1	Vishwanath
PW-2	Ramesh
PW-3	Nagesh Gowda
PW-4	Dr. Mahabalesh Shetty

List of witnesses examined for the respondents:

RW-1	Mr. Ajay Prasad K
RW-2	Ibrahim Byari

List of documents exhibited for the claimant:

Ex.P.1	Complaint
Ex.P.2	FIR
Ex.P.3	Accident information report

Ex.P.4	Head of charge sheet
Ex.P.5	Spot mahazar
Ex.P.6	Spot sketch
Ex.P.7	IMV report
Ex.P.8	Notice under Section 133 of MV Act
Ex.P.9	Reply to notice under Section 133 of MV Act
Ex.P.10	Wound certificate of Vishwanath
Ex.P.11	Discharge summary (2 in Nos.)
Ex.P.12	Disability certificate
Ex.P.12(a)	Signature of PW-4
Ex.P.13	Surgery cost certificate
Ex.P.13(a)	Signature of PW-4
Ex.P.14	Notarized copy of Aadhar card
Ex.P.15	Medical bills (95 in Nos.)
Ex.P.16	X-rays
Ex.P.17	Photographs with CD
Ex.P.18	Wound certificate of PW-2
Ex.P.19	Discharge summary
Ex.P.20	Disability certificate
Ex.P.20(a)	Signature of PW-4
Ex.P.21	Notarized copy of Aadhar card
Ex.P.22	Medical bills (33 in Nos.)
Ex.P.23	X-rays
Ex.P.24	Wound certificate of PW-3
Ex.P.25	Discharge summary
Ex.P.26	Disability certificate
Ex.P.26(a)	Signature of PW-4
Ex.P.27	Notarized copy of Aadhar card
Ex.P.28	Medical bills (7 in Nos.)
Ex.P.29	X-ray
Ex.P.30	Case sheet of Vishwanath

- Ex.P.31 Case sheet of Vishwanath
- Ex.P.32 CT Scan film of Vishwanath
- Ex.P.33 X-Rays of Vishwanath
- Ex.P.34 Case sheet of Ramesh
- Ex.P.35 CT Scan film of Ramesh
- Ex.P.36 X-Rays of Ramesh
- Ex.P.37 Case sheet of Nagesh Gowda
- Ex.P.38 X-Rays of Nagesh Gowda

List of documents exhibited for the respondents:

- Ex.R.1 Authorization letter
- Ex.R.2 Insurance policy
- Ex.R.3 Notarized copy of R.C
- Ex.R.4 Notarized copy of driving license

(Jagadeesh V.N.)

Member MACT-III & II Addl. District &
Sessions Judge, D.K., Mangaluru.