IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 26TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MRS. JUSTICE P SREE SUDHA

MISCELLANEOUS FIRST APPEAL NO. 1764 OF 2015 (MV-I)

BETWEEN:

THE ORIENTAL INSURANCE CO. LTD.,
MANDYA BRANCH,
THROUGH ITS REGIONAL OFFICE,
LEO SHOPPING COMPLEX,
#44/45, RESIDENCY ROAD,
BANGALORE - 560 025,
REP BY ITS DEPUTY MANAGER
SMT. B. S. PADMAJA.

...APPELLANT

(BY SRI. SEETHARAMA RAO B C., ADVOCATE)

AND:

1. SRI SHIVABASAPPA,
AGED ABOUT 52 YEARS,
S/O MARIDEVARU,
RESIDENT OF HOSAHALLI VILLAGE,
MADDUR TALUK,
MANDYA DISTRICT.

2. SRI NEERAJAKSHULU NAIDU,
MAJOR,
NO.729, 8TH MAIN,
BHUVANESHWARINAGAR,
BSK III STAGE,
BANGALORE SOUTH.
(OWNER OF MINI TIPPER LORRY NO.KA.09/5797)

...RESPONDENTS

(BY SRI. M Y SREENIVASAN., ADVOCATE FOR R1;
V/O/D 18.01.2021, NOTICE TO RESPONDENT NO.2
IS HELD SUFFICIENT)

THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST THE JUDGMENT AND AWARD DATED 01.01.2015 PASSED IN MVC NO.1472/2013 ON THE FILE OF THE SENIOR CIVIL JUDGE & MACT, MADDUR, AWARDING COMPENSATION OF RS.55,500/- WITH INTEREST @ 7% P. A., FROM THE DATE OF PETITION TILL REALIZATION.

THIS APPEAL HAVING BEEN HEARD AND RESERVED FOR JUDGMENT ON 04.02.2026, COMING ON FOR PRONOUNCEMENT THIS DAY, THE COURT PRONOUNCED THE FOLLOWING:

CORAM: HON'BLE MRS. JUSTICE P SREE SUDHA

CAV JUDGMENT

This appeal is filed by the appellant/Insurance Company under Section 173(1) of Motor Vehicles Act, 1988 challenging the judgment and award dated 01.01.2015 passed in MVC No.1472/2013 on the file of the Senior Civil Judge and MACT, Maddur.

2. Heard the arguments of the learned counsel for the appellant/Insurance Company and learned counsel for respondents. The ranks of the parties are retained as per Tribunal for the sake of convenience.

3. The petitioner/injured met with an accident on 08.10.2013 and filed petition before the Tribunal for compensation of Rs.8,00,000/-. The Tribunal considering the entire evidence on record granted an amount of Rs.55,500/- with interest at the rate of 7% p.a., from the date of filing the petition till the date of realization. Being aggrieved by the said order, the insurance company preferred this appeal.

4. Learned counsel for the appellant stated that the Tribunal observed officials of the insurance company have not produced any proper evidence to show that the driver of the offending vehicle was not having valid driving licence. Ex.R.3 was produced by them through their witness and it is a public document issued by a government officer in the discharge of his duties. It was neither challenged nor questioned by the driver or owner of the lorry. As per Ex.R.3, respondent No.2 had entrusted the goods vehicle to a person who did not have a valid licence and committed breach of fundamental terms of the policy.

5. Learned counsel for the respondents relied upon the decision in ***United India Insurance Co. Ltd Vs. R. L.***

Narasaiah*[1]*, in which it was held that the insurance company can be directed to pay compensation to claimants and then recover the amount from owner-insured, even if the driver was holding a fake licence. It was also argued by the counsel that the procedure is a summary procedure and they may not go by strict rules of pleading or evidence. The document having some probative value, the genuineness of which is not in doubt, can be looked into by the Tribunal for getting preponderance of probable versions. The preponderance of probabilities is the touchstone for concluding rashness and negligence and the accident's mode and manner of happening. In the judgment it was also held that the offending vehicle's driver is the best person to speak about the manner of the accident or non-involvement of the offending vehicle in the accident. The insurance company has not taken steps to prove its contention by summoning the offending vehicle's driver. A standard rule is for the claimant to prove negligence. The Tribunal finally held that it is for the insurance company to examine either the driver or owner of the vehicle to establish the facts. Even if it is presumed that the licence was fake, the insurance company is

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[1] 2023 ACJ 2527

liable to pay the compensation to the claimant and recover the same from the owner of the vehicle at a later point of time.

6. The manner of the accident shows that while the petitioner was proceeding on his bicycle towards BTM Layout, Bangalore, the driver of the Mini Tipper Lorry bearing Registration No.KA-09-5797 came from behind and dashed against the petitioner's bicycle. As a result, the petitioner fell down and sustained injuries. A charge sheet was filed against the driver of the said lorry. The respondents did not examine the driver of the lorry or any other witness to disprove his rash and negligence. The charge sheet was filed against one Srinivasan J. He produced a driving licence which was fake, as the driving licence number did not tally with the name of the driver in the RTO office register. RW.1 admitted that the charge sheet was filed against Srinivasan, S/o Jayaperumal. Ex.R.3 is the driving licence obtained from the concerned RTO office. The driving licence number is in handwriting and the RTO has not signed the correction made to the driving licence number. The

driving licence number is not in printed form. In view of the above discussion, it was found that the insurance company has not proved by adducing cogent evidence that the driver of the offending vehicle was not having the valid driving licence. Accordingly, respondent No.2/Insurance Company was directed to deposit the compensation amount.

7. The insurance company produced a copy of a driving licence in the name of C. Saminathan, S/o Chinnasamy. However, the charge sheet was filed against Srinivasan and the driving licence produced was not in his name but in the name of C. Saminathan. Therefore, the insurance company mainly contended that the licence was fake. As per the decision relied upon by the respondents, even if the licence is fake, the insurance company is required to pay the compensation to the claimant and thereafter, recover the same from the owner of the vehicle. Therefore, this Court finds it reasonable to direct the insurance company to deposit compensation amount of Rs.55,500/- along with interest at the rate of 7% per annum within one month from the date of this order.

8. On such deposit, the petitioner is permitted to withdraw the entire amount along with the interest accrued on it.

9. However, the insurance company is at liberty to recover the said amount from the owner of the offending vehicle by due process of law.

Accordingly, the appeal is ***allowed in part***.

The amount, if any, deposited before this Court is to be transferred to the MACT.

Sd/-
(P SREE SUDHA)
JUDGE

AMA
List No.: 1 Sl No.: 77