IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF MARCH, 2026

BEFORE

THE HON'BLE MR. JUSTICE T.M.NADAF

MISCELLANEOUS FIRST APPEAL NO.5261 OF 2017(MV-D)

BETWEEN:

THE RELIANCE GENERAL
INSURANCE CO. LTD.
NO.24, (28) CENTENARY BUILDING,
EAST WING, 5TH FLOOR,
M.G. ROAD,
BANGALORE – 560 001.
REP BY ITS REGIONAL MANAGER

...APPELLANT

(BY SRI. D. VIJAYAKUMAR, ADVOCATE)

AND:

1. SMT. ANJURAMMA,
W/O LATE NARAYANAPPA,
AGED ABOUT 49 YEARS,

2. MR. MOHAN,
S/O LATE NARAYANAPPA,
AGED ABOUT 33 YEARS,

3. MR. RAGHU N.,
S/O LATE NARAYANAPPA,
AGED ABOUT 30 YEARS,

ALL ARE R/AT.
NO.271, 1ST MAIN,
4TH CROSS, R.K. HEGDE NAGAR,
BANGALORE – 560 077.

4. MR. SIBGATHULAL KHAN,
MAJOR,

R/AT. NO.63, B-STREET,
FORT, KALASIPALYAM
JAYANAGAR WEST
BANGALORE SOUTH – 560 018.

…RESPONDENTS

(BY SRI.RAGHAVENDRA E.P., ADVOCATE FOR R1 TO R3,
VIDE ORDER DATED:08.08.2022 NOTICE
TO R4 IS HELD SUFFICIENT)

THIS MFA IS FILED UNDER SECTION 173(1) OF MV ACT, AGAINST THE JUDGMENT AND AWARD DATED:17.04.2017 PASSED IN MVC NO.4946/2015 ON THE FILE OF THE MEMBER, MACT, XVI ADDITIONAL JUDGE, COURT OF SMALL CAUSES, BENALURU CITY (SCCH-14), AWARDING COMPENSATION OF RS. 9,38,000/- WITH INTEREST AT 9% P.A. FROM THE DATE OF PETITION TILL THE DATE OF PAYMENT.

THIS APPEAL, COMING ON FOR FINAL HEARING, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

The Insurer is in appeal challenging the judgment and award dated 17.04.2017, in MVC.No.4946/2015 passed by the Motor Vehicles Claims Tribunal, Bangalore (SCCH-14) (‘Tribunal’ for short), on the ground of liability.

2. The parties are referred to as per the ranking before the Tribunal.

3. Heard Sri.D.Vijay Kumar, learned counsel appearing for the appellant and Sri.Raghavendra.E.P, learned counsel appearing for respondent Nos.1 to 3. Vide order dated 08.08.2022, notice to respondent No.4 is held sufficient.

4. Sri.D.Vijay Kumar, argued this matter on two points. Firstly, the vehicle which is involved in the accident was not having a proper permit which amounts to violation of conditions of policy. As such, the order of the Tribunal fastening the liability on the insurance company is required to be set aside. Secondly, the amount awarded is exorbitant considering the income as well as the age of the deceased and sought to allow the appeal, on both the grounds.

5. In contrast, Sri.Raghavendra.E.P, with all vehemence submits that the Tribunal after considering the entire material, passed a well reasoned judgment and

award, fastening the liability on the insurer and supported the judgment stating that the same does not call for any interference at the hands of this Court.

6. Upon rival submissions, perused the appeal paper as well as trial Court record. The following points would arise for consideration:

> 1. Whether the Tribunal is right in fastening the absolute liability on the insurer, when admittedly there is violation of permit conditions, i.e., violation of permit?
>
> 2. Whether the appellant-insurer has made out any case to interfere with the quantum of compensation.

7. My answer to the above points for consideration are as under:

Point No.1 : Partly in affirmative

Point No.2 : In the Negative for the following

REASONS

8. Point No.2 is taken for consideration at first. The Tribunal for death of late Narayanappa, aged 61 years who was a Supervisor at Techno Builders, G.K FABs, Constructions Private Limited, Bengaluru, awarded a total sum of Rs.9,38,000/-. The claimants have examined PW2 regarding the payment of allowances and salary of the deceased. The Tribunal having considered this aspect of the matter, awarded compensation of Rs.9,38,000/- with 6% interest per annum from the date of petition till its realization. In view of the fact that the compensation awarded is within the term just compensation, no interference is warranted. Accordingly, the contention of the learned counsel for the insurer on quantum of compensation is rejected.

9. **Point No.1**: Though there are several judgments referred before the Tribunal regarding pay and recovery, in view of violation of the conditions of permit, however, the Tribunal holding that this power is not

enjoined with the Tribunal, saddled entire liability on the insurer of the offending vehicle. Admittedly, there is violation of policy conditions i.e., violation of permit. The RW.1 categorically stated that the bus bearing No.KA-15-3887 was not having permit to ply on Thanisandra main road, Bengaluru and there is violation of terms of the policy conditions. The point on violation of permit conditions is no more *res integra*. Since the accident has occurred prior to amendment, the insurer is primarily liable to pay the compensation with liberty to recover the same from the owner of the vehicle. In that view of the matter, point No.1 is answered partly in affirmative, setting aside the absolute liability with that of primary liability to pay the compensation with liberty to recover it from the owner of the vehicle.

For the foregoing reasons this Court proceeds to pass the following:

ORDER

i) Appeal is ***allowed-in-part***, modifying the judgment and award dated 17.04.2017, in MVC.No.4946/2015 passed by the Motor Vehicles Claims Tribunal, Bangalore (SCCH-14), modifying the absolute liability with that of paying and satisfying the compensation assessed primarily with liberty to recover the same from the owner of the vehicle.

ii) The amount in deposit shall be transmitted to the concerned Tribunal for disbursement.

iii) The appellant-insurer shall deposit balance compensation primarily before the Tribunal along with accrued interest ordered by the Tribunal within six weeks from the date of receipt of copy of this order, with liberty to recover the same from the owner of the vehicle.

iv) The apportionment and disbursement is unaltered.

v) No order as to costs.

Sd/-
(T.M.NADAF)
JUDGE

PK
List No.: 1 Sl No.: 14
ct-vn