HC-KAR

NC: 2026:KHC:11343
RP No. 547 of 2024

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

**REVIEW PETITION NO. 547 OF 2024 (-)**

**BETWEEN:**

1. THIMMAIAH
S/O HONNAIAH
AGED ABOUT 77 YEARS,
SUGGANAHALLI VILLAGE AND POST,
KASABA HOBLI,
RAMANAGAR TALUK AND DISTRICT-562128

...PETITIONER

(BY SRI. KIRAN R., ADVOCATE FOR SRI.TEJASVI K V., ADVOCATE)

**AND:**

1. BASAVAIAH @ BASAVARAJE GOWDA
S/O LATE NINGEGOWDA

AGED ABOUT 53 YEARS, RESIDING AT



2. CHIKKATHAYAMMA
W/O BASAVAIAH @ BASAVARAJE GOWDA,
AGED ABOUT 45 YEARS,

3. NAGARAJU
S/O BASAVAIAH @ BASAVARAJE GOWDA,
AGED ABOUT 29 YEARS,

ALL ARE RESIDING AT
T. BANNIKUPPE VILLAGE,
GIRINAHALLI POST,
HAROHALLI HOBLI,
KANAKAPURA TALUK,
RAMANAGAR DISTRICT-562112

4. ICICI LOMBARD GENERAL INSURANCE COMPANY LIMITED
NO. 89, 2ND FLOOR,
S.V.R COMPLEX,
HOSUR MAIN ROAD,
MADIWALA, BENGALURU-560068
REPRESENTED BY ITS MANAGER-LEGAL

…RESPONDENTS

(BY SRI.B.C SHIVANNE GOWDA, ADVOCATE FOR SRI A.M VENKATESH., ADVOCATE FOR R4)

THE ADVOCATE FOR THE PETITIONER HAS FILED THE ABOVE REVIEW PETITION UNDER SECTION 114 OF THE CPC, 1908 PRAYING THAT THIS HON'BLE COURT MAY BE PLEASED TO A. REVIEW ITS ORDER DATED 04.09.2023 PASSED IN MFA NO.7511/2012, AND UPON SUCH REVIEW, SET ASIDE THE SAID ORDER. B. REMAND THE MATTER BACK TO THE MOTOR ACCIDENTS CLAIMS TRIBUNAL, RAMANAGARA, FOR A FRESH DETERMINATION OF THE COMPENSATION AMOUNT, TAKING INTO ACCOUNT THE PETITIONERS VALID INSURANCE POLICY AND ALL OTHER RELEVANT EVIDENCE. C. ISSUE ANY OTHER APPROPRIATE ORDER OR DIRECTION AS THIS HON'BLE COURT DEEMS FIT AND JUST IN THE INTEREST OF JUSTICE AND EQUITY.

THIS PETITION, COMING ON FOR ORDERS, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

## ORAL ORDER

This court on 04.09.2023 has allowed the appeal filed by the Insurance Company. While allowing the appeal, this Court has specifically observed as follows:

> ***"When this matter came up on 01.08.2023, this Court had directed the registry to place Lower Court Records as it is stated that the Lower Court Records were not available. On 30.08.2023 also there was no representation on behalf of the respondents. This Court heard the learned counsel for the appellant and adjourned the matter to 04.09.2023 for giving an opportunity to the respondents. On 04.09.2023 also there was no representation. Since this is an appeal of the year 2012, this Court is proposing to decide the appeal basing on the material available on record. It is the consistent case of the insurance company that there is no valid insurance policy as on the date of the incident. On behalf of the respondents, Ex.R.1 was marked i.e., the certified policy issued by M/s. ICICI Lombard General Insurance Company Limited and Ex.R.5 Premium Computation Sheet and in their written statement also they have specifically taken such plea. Unfortunately, the Court below without considering the said objections and the evidence marked on behalf of the respondents in the order has observed that there is no dispute that the accident had happened because of the rash and negligent driving of the driver of the vehicle as the said vehicle is insured with the respondent insurance company and as such both the insurance company as well as the owner of the vehicle are jointly liable to pay the compensation. The said finding of the Tribunal is contrary to the evidence on record as Ex.R.1 clearly discloses that the policy was issued on 09.06.2008***

***till 08.06.2009. On 08.09.2015, as the appellant had taken out notice on the respondent by way of paper publication, notice to the respondent was held sufficient. As there is no insurance policy as on the date of the accident, the insurance company is not liable to pay the compensation that was granted by the Tribunal and the owner alone is liable to pay the compensation".***

2. The review petition is filed by the owner of the vehicle stating that no notice is served on them. Considering the same this Court has heared the review petition and while advancing the arguments learned counsel for the petitioner submits that there are two policies i.e. Exs.D1 and D6. When there is a policy existing, the submission was made before this Court that there was no policy and basing on that the Court has exonerated the Insurance Company from the liability. On the last occasion, it is submitted that the execution petition is filed and this Court had stayed the further proceedings.

3. Today, when the matter came up, learned counsel for the respondent-Insurance Company has drawn the attention of this Court to Ex.D.6. As per Ex.D6, the premium was paid on 04.06.2008 and the policy was issued on 27.05.2008. Learned counsel submits that they have adduced the evidence on behalf of the Insurance Company to show that they have not received

any premium amount and according to the claimant they have paid it to an agent. It is submitted that they have not issued the policy and though there is no finding by the Tribunal on that aspect with regard to Exs.D1 and D6 as the entire material is before this Court, now this Court may examine the same in the light of the evidence that is let in.

4. Learned counsel appearing for the petitioner submits that petitioner is an illiterate. As per the procedure invogue in the villages, he has paid the amount and the policy is issued. He is not acquainted with all the procedural aspects. It is submitted that if the matter is remanded to the Court, as there is no finding in the order, the same could be appreciated by the Court and it is submitted that they are ready to produce the receipt which they have received from the agent. In the cross examination, it is denied that amount is paid on 04.06.2008.

5. Having heard the learned counsels on either side, perused the materials on record. There are two policies Exs.D1 and D6 and the petitioner is relying on Ex.D6. As per the policy, the premium is paid on 04.06.2008 and the policy was

issued on 27.05.2008. Insurance Company had placed the material before the Court to show that they have not received any amount. As far as the petitioner is concerned except stating the fact that he is an illiterate, nothing has been put forth and at the same time the Court has not made any inquiry. But the Court relied on Ex.D6 and held that the Insurance Company is liable. This Court has perused Ex.D6. As rightly argued by the learned counsel for the insurance company the policy was issued on 27.05.2008 and the premium amount is paid on 04.06.2008. It is also the contention of the petitioner/owner of the vehicle that there is a policy and to substantiate his submission except the policy he has not adduced any other evidence.

6. In the considered opinion of this Court, the Court without any basis has fixed the liability on the Insurance Company and this court has rightly allowed the appeal filed by the Insurance Company. This Court do not find any reasons to review the order dated 04.09.2023.

Accordingly, the review petition is ***dismissed.***

i. All I.As. in this review petition shall stand closed.

**SD/-**
**(LALITHA KANNEGANTI)**
**JUDGE**

RJ
List No.: 1 Sl No.: 8