HC-KAR

NC: 2026:KHC-K:1902
MFA No. 200882 of 2024

IN THE HIGH COURT OF KARNATAKA

KALABURAGI BENCH

DATED THIS THE 25TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE E.S.INDIRESH

MISC. FIRST APPEAL NO.200882 OF 2024 (MV-I)

BETWEEN:

UNITED INDIA INSURANCE CO. LTD.,
1ST FLOOR, CENTURY COMPLEX,
OPPOSITE SANGAM TALKIES, SUPER MARKET,
KALABURAGI,
THROUGH ITS BRANCH MANAGER,
(NOW REPRESENTED BY,
SR. DIVISIONAL MANAGER,
CENTURY COMPLEX D. O. KALABURAGI).

...APPELLANT

(BY SMT. PREETI PATIL MELKUNDI, ADVOCATE)

AND:

1. RUDRAPPA BIRADAR
S/O GURUSHANTAPPA BIRADAR,
AGE: 39 YEARS,
OCC: PRIVATE SERVICE, (NOW NIL),
R/O: ALAND ROAD, ALAND COLONY,
DIST: KALBURAGI-585101.

2. SHIVASHANKAR S/O SHANTAPPA NELLUR,
AGE: MAJOR, OCC: OWNER OF VEHICLE NO.
KA-37/M-4443 (CRUISER TRAX TOOFAN AS PER POLICY)
R/O: KADAGANCHI,
TQ. ALAND, DIST. KALBURAGI-585101.

3. MALLIKARJUN S/O SIDDHARAM,
AGE: MAJOR, OCC: OWNER OF VEHICLE NO.
KA-37/M-4443 (CRUISER TRAX TOOFAN AS PER R. C. PARTICULARS),
R/O: H NO.12-1-22, PLOT NO.26, ALAND ROAD
RAMTIRTH NAGAR,
DIST. KALABURAGI-585101.

...RESPONDENTS

(BY SRI. BABU H. METAGUDDA, ADVOCATE FOR R1;
R2 AND R3 ARE SERVED)

THIS MFA IS FILED UNDER SECTION 173 (1) OF M. V. ACT, PRAYING TO CALL FOR THE RECORDS AND ALLOW THE ABOVE APPEAL BY SETTING ASIDE THE IMPUGNED JUDGEMENT AND AWARD DATED 20.10.2023 IN MVC.NO.577/2022 PASSED BY THE 1ST ADDL SENIOR CIVIL JUDGE AND MACT, AT KALABURAGI.

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

CORAM: HON'BLE MR. JUSTICE E.S.INDIRESH

ORAL JUDGMENT

This appeal is filed by the insurance company, assailing the judgment and award dated 20.10.2023 in MVC.No.577/2022 on the file of the I Additional Senior Civil Judge and MACT, at Kalaburagi, awarding compensation.

02. Smt. Preeti Patil Melkundi, learned counsel appearing for the appellant - insurance company contended that, the claimant is not entitled for the compensation as the vehicle in question was issued with policy for private use of the insured family of the vehicle in question and though the said policy is a private car package policy, the vehicle should not have been used for hire and reward purpose and therefore, sought for interference of this Court.

03. Sri. Babu H. Metagudda, the learned counsel appearing for the respondent No.1 contended that, since the policy in question is a comprehensive policy, covering the occupants of the vehicle in question. Therefore, the insurance company is liable to pay the compensation. Accordingly, learned counsel places reliance on the judgment of this Court in the case of ***Bhimaray Hanamantray Baichalbal vs. Sri. Gudusab @ Gudubai s/o Imamsab Nalatwad and another one*** in ***MFA.No.31908/2012 connected with***

MFA.No.31747/2012 dated 12.11.2020 and in the case of ***United India Insurance Co. Limited Bangalore vs. Kalawathi***, reported in ***2011 (1) MACR 11 (KAR) (DB)*** and submitted that as the policy in question is a package policy and accordingly, counter the arguments advanced by the learned counsel appearing for the insurance company.

04. Sri. B. C. Jaka, the learned counsel appearing for the respondent No.2 submitted that the vehicle in question has been sold in favour of the respondent No.3 herein before the alleged accident. Therefore, he sought for exonerating the respondent No.2 from the payment of compensation under the circumstances of the case.

05. In the light of the submission made by the learned counsel appearing for the parties, it is not in dispute that the claimant and others were returning in a Cruiser Trax Toofan vehicle bearing Reg.No.KA-37-M-4443 from Kulageri village to Kalaburagi on 28.03.2022 and

when the said vehicle, reach near Rajadhani Dhaba Hadgil Haruti on Kalaburagi to Afzalpur main road, on account of the negligence on the part of the driver, the vehicle in question turtled and as a result of the same, the claimant sustained grievous injuries. Hence, claimant has preferred MVC.No.577/2022 seeking compensation.

06. The claim petition was contested by the respondents No.1 and 3. The respondent No.2 placed ex-parte. The Tribunal after considering the material on record, by its judgment and award dated 20.10.2023, awarded the compensation of Rs.8,03,300/- with interest at the rate of 6% per annum from the date of the petition till its realization. Feeling aggrieved by the same, the insurance company has filed this appeal.

07. Having taken note of the submission made by the learned counsel appearing for the parties, on careful consideration of the policy produced at Ex.R.2 in respect of the vehicle in question is valid from 23.12.2021 to

22.12.2022. It is not in dispute that the policy in question is a package policy in respect of the vehicle in question. In the said package policy, it is stated that the policy covers use of vehicle under a permit within the meaning of the M.V. Act and policy does not cover use for hire or reward. In this regard, the cross-examination of the claimant would makes it clear that there were 06 passengers in the vehicle in question and they have taken the vehicle in question for rent or hire.

08. In that view of the matter, though the policy in question is a comprehensive policy, however, it is specifically stated as to the coverage is concerned. In that view of the matter, I find force in the submission made by the learned counsel appearing for the appellant – insurance company as to, fastening the liability on the owner of the vehicle in question.

09. It is pertinent to mention herein that, though the learned counsel appearing for the owner of the vehicle in question has placed the reliance of the aforementioned

judgments, however, by looking into the terms and conditions stipulated in the policy in question at Ex.R.2, I am of the view that the limitations as to use of the vehicle as has been clearly stated in the policy and therefore, using the vehicle for hire or rent be considered as a violation of the terms of the policy.

10. In that view of the matter, the appellant - insurance company is directed to pay the compensation to the claimant and thereafter recover the same from the owner of the vehicle in question. Accordingly, I pass the following:-

O R D E R

I. The appeal is allowed in part.

II. The judgment and award dated 20.10.2023 in MVC.No.577/2022 on the file of the I Additional Senior Civil Judge and MACT, at Kalaburagi is modified as to the liability.

III. The Insurance Company is directed to pay the compensation to the claimant, within six weeks from the date of receipt of certified copy of this judgment and thereafter recover the same from the RC owner of the vehicle in question, as on the date of the accident, in accordance with law.

In view of the disposal of main appeal, the pending I.As. do not survive for consideration, hence, they are also disposed of.

Sd/-
(E.S.INDIRESH)
JUDGE

KJJ
List No.: 1 Sl No.: 14
CT:PK