



IN THE HIGH COURT OF KARNATAKA

KALABURAGI BENCH

DATED THIS THE 23RD DAY OF FEBRUARY, 2026

BEFORE

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

MISCL. FIRST APPEAL NO.201325 OF 2022 (MV-D)

C/W

MISCL. FIRST APPEAL NO.201398 OF 2022 (MV-D)

MISCL. FIRST APPEAL NO.201951 OF 2022 (MV-D)

IN MFA No.201325/2022:

BETWEEN:

1. SMT. NAGAMMA W/O LATE BASAVANAPPA,
AGE: 26 YEARS, OCC: HOUSEHOLD,
2. VISHWANATH S/O LATE BASAVANAPPA,
AGE: 06 YEARS, OCC: NIL,
3. KUM. BHUVANSHWARI D/O LATE BASAVANAPPA,
AGE: 04 YEARS,

APPELLANTS NO.2 AND 3 ARE MINORS,
U/G OF NATURAL MOTHER APPELLANT NO.1,

4. SMT. IRAMMA W/O SOMANNA,
AGE: 59 YEARS, OCC: HOUSEHOLD,

ALL R/O H.NO.1/56, KODADUR VILLAGE,
TQ. CHITTAPUR, DIST. KALABURAGI.

...APPELLANTS

(BY SRI. SANJEEV PATIL, ADVOCATE)





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C/W MFA No. 201398 of 2022
MFA No. 201951 of 2022

AND:

1. SHAKIR S/O SALEEM KHAN,
AGE: MAJOR, OCC: BUSINESS, OWNER OF
TRUCK NO.MH-04/EB-1627,
R/O F.NO.302, H.NO.K3/302,
NEAR OSWAL COMPLEX, OSWAL EMPIRE,
BOISAR, THANE, MAHARASHTRA-401 501.
2. SHRIRAM GENERAL INSURANCE CO. LTD.,
E-8, EPIP R II CO. INDUSTRIAL AREA,
SITAPUR, JAIPUR, RAJASTHAN-302 022,
REPRESENTED BY ITS AUTHORIZED OFFICER.
3. PRAKASH S/O BASAVANAPPA,
AGE: MAJOR, OCC: DRIVER AND OWNER OF
MARUTI SWIFT CAR NO.KA-41/N-2349,
R/O KODADUR, TQ. CHITTAPUR,
DIST. KALABURAGI,
DIED BY LR WIFE
AKKAMAHADEVI W/O LATE PRAKASH,
AGE: MAJOR, OCC: HOUSEHOLD,
R/O KODADUR, TQ. CHITTAPUR,
DIST. KALABURAGI-585 211.
4. THE DIVISIONAL MANAGER,
UNITED INDIA INSURANCE CO. LTD.,
DIVISIONAL OFFICE, OPP: SANGAM TALKIES,
SUPER MARKET, KALABURAGI-585 102.

...RESPONDENTS

(BY SRI SUDARSHAN M., ADVOCATE FOR R2;
SRI MOHD. ABDUL QUAYUM, ADVOCATE FOR R4;
V/O DTD. 13.06.2023, NOTICE TO R1 IS DISPENSED WITH;
R3 - SERVED)

THIS MFA IS FILED UNDER SECTION 173(1) OF THE
MOTOR VEHICLES ACT, PRAYING TO MODIFY THE JUDGMENT
AND AWARD DATED 15.02.2022 PASSED BY THE LEARNED
SENIOR CIVIL JUDGE AND MACT AT CHITTAPUR IN MVC



NO.58/2018 BY ENHANCING THE COMPENSATION AMOUNT AS
PRAYED FOR AND ETC.

IN MFA NO.201398/2022:

BETWEEN:

THE DIVISIONAL MANAGER,
THE UNITED INDIA INSURANCE COMPANY LIMITED,
DIVISIONAL OFFICE, OPP: SANGAM TALKIES,
SUPER MARKET, KALABURAGI-585 101.

...APPELLANT

(BY SRI. MOHD. ABDUL QUAYUM, ADVOCATE)

AND:

1. SMT. NAGAMMA W/O LATE BASAVANAPPA,
AGE: 26 YEARS, OCC: HOUSEHOLD,
2. VISHWANATH S/O LATE BASAVANAPPA,
AGE: 05 YEARS (MINOR),
3. KUM. BHUVANESHWARI
D/O LATE BASAVANAPPA,
AGE: 02 YEARS 6 MONTHS (MINOR),

RESPONDENTS NO.2 AND 3 BEING MINORS,
U/G OF THEIR NATURAL MOTHER
THE RESPONDENT NO.1,
SMT. NAGAMMA W/O LATE BASAVANAPPA.

4. SMT. IRAMMA W/O SOMANNA,
AGE: 59 YEARS, OCC: HOUSEHOLD,

ALL R/O H.NO.1/56, VILLAGE KODADUR,
TQ. CHITTAPUR, DIST.KALABURAGI-585 312.

5. SHAKIR S/O SALIM KHAN,
AGE: MAJOR, OCC: BUSINESS, OWNER OF
TRUCK BEARING REGN. NO.MH-04/EB 1627,



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R/O F.NO.302, H.NO.K3/302,
NEAR OSWAL COMPLEX, OSWAL EMPIRE,
BOISAR, THANE, MAHARASHTRA-401 501.

6. SHRIRAM GENERAL INSURANCE CO. LTD.,
E-8, EPIP, R II CO. INDUSTRIAL AREA, SITAPUR,
JAIPUR, RAJASTHAN-302 022,
REPRESENTED BY ITS AUTHORIZED OFFICER.
7. PRAKASH S/O BASAVANAPPA,
AGE: MAJOR, OCC: DRIVER AND OWNER OF
MARUTI SWIFT CAR NO.KA-41/N 2349,
R/O VILLAGE KODADUR,
TQ. CHITTAPUR, DIST. KALABURAGI,
DIED BY LR WIFE
AKKAMAHADEVI W/O LATE PRAKASH,
AGE: MAJOR, OCC: HOUSEHOLD,
R/O VILLAGE KODADUR, TQ. CHITTAPUR,
DIST. KALABURAGI.

...RESPONDENTS

[BY SRI SANJEEV PATIL, ADVOCATE FOR R1 TO R4
(R2 & R3 ARE MINORS, UNDER GUARDIAN OF R1);
SRI SUDARSHAN M., ADVOCATE FOR R6;
V/O DTD.13.06.2023, NOTICE TO R5 DISPENSED WITH)

THIS MFA IS FILED UNDER SECTION 173(1) OF THE
MOTOR VEHICLES ACT, PRAYING TO SET ASIDE THE
JUDGMENT AND AWARD DATED 15.02.2022 PASSED IN
MVC NO.58/2018 BY THE SENIOR CIVIL JUDGE AND MACT,
CHITTAPUR, EXONERATING THE APPELLANT OF ITS
LIABILITY TO THE EXTENT OF 25% OF THE AWARD AND
ETC.

IN MFA NO.201951/2022:

BETWEEN:

SHRIRAM GENERAL INSURANCE CO. LTD.,
E-8, EPIP, R II CO. INDUSTRIAL AREA,
SITAPUR, JAIPUR 302 022, RAJASTHAN,



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REPRESENTED BY ITS AUTHORIZED OFFICER,

PRESENTLY REPRESENTED BY ITS
AUTHORIZED SIGNATORY,
BR. MANAGER,
SHRIRAM GENERAL INSURANCE CO. LTD.,
NO.3/5, 3RD FLOOR, S V ARCADE,
BILEKAHALLI ROAD, IIM POST,
BENGALURU-560 076.

...APPELLANT

(BY SRI SUDARSHAN M., ADVOCATE)

AND:

1. SMT. NAGAMMA W/O LATE BASAVANAPPA,
AGE: 26 YEARS, OCC: HOUSEHOLD,
2. VISHWANATH S/O LATE BASVANAPPA,
AGE: 06 YEARS, OCC: NIL,
3. KUM. BHUVANESHWARI
D/O LATE BASAVANAPPA,
AGE: 04 YEARS 6 MONTHS,

THE RESPONDENT NOS.2 & 3 ARE MINORS
AS SUCH U/G OF THEIR REAL MOTHER
SMT. NAGAMMA I.E., RESPONDENT NO.1.

4. SMT. IRAMMA W/O SOMANNA,
AGE: 57 YEARS, OCC: HOUSEHOLD,

ALL ARE R/O H.NO.1/56 KODADUR,
TQ. CHITTAPUR, DIST. KALABURAGI-585 211.

5. SHAKIR S/O SALEEM KHAN,
AGE: MAJOR, OCC: BUSINESS, OWNER OF
TRUCK BEARING REGN. NO.MH-04-EB-1627,
R/O F.NO.302, H.NO.K3/302,
NEAR OSWAL COMPLEX, OSWAL EMPIRE,
BOISAR, THANE, MAHARASTRA-401 501.



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6. PRAKASH S/O BASAVANAPPA,
AGE: MAJOR, OCC: DRIVER AND OWNER OF
MARUTI SWIFT CAR NO.41-N-2349
R/O VILLAGE KADADUR, TQ. CHITTAPUR,
DIST. KALABURAGI-585 211.
7. THE DIVISIONAL MANAGER,
UNITED INDIA INSURANCE COMPANY LIMITED,
DIVISIONAL OFFICE, OPP: SANGAM TALKIES,
SUPER MARKET, KALABURAGI-585 101.

...RESPONDENTS

(BY SRI SANJEEV PATIL, ADVOCATE FOR R1 TO R4;
SRI MOHD. ABDUL QUAYUM, ADVOCATE FOR R7)

THIS MFA IS FILED UNDER SECTION 173(1) OF THE
MOTOR VEHICLES ACT, PRAYING TO SET ASIDE THE
JUDGMENT AND AWARD DATED 15.02.2022 PASSED IN
MVC NO.58/2018 BY THE SENIOR CIVIL JUDGE AND MACT
AT CHITTAPUR AND ETC.

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

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

ORAL JUDGMENT

Heard the learned counsel appearing for the parties.

2. These appeals are arising out of the judgment
and award dated 15.02.2022 in MVC No.58/2018 on the
file of the Senior Civil Judge and MACT, Chittapur
(hereinafter referred to as 'the Tribunal'), awarding



compensation of Rs.17,96,000/- with interest at 6% per annum from the date of petition till realisation to the claimants and directing respondent No.2 therein to deposit 75% and respondent No.4 to deposit 25% of the compensation.

3. For the sake of convenience, the parties would be referred to as per their rank before the Tribunal.

4. The relevant facts for adjudication of these appeals are that, on 05.02.2017, the deceased Basavanappa along with others were travelling in a car bearing Reg. No.KA-41/N-2349 to attend the marriage at Mumbai and the said car hit the truck bearing Reg. No.MH-04/EB-1627 from behind on Solapur-Pune Highway. On account of the same, the said Basavanappa sustained multiple injuries and succumbed to the injuries on the spot. Hence, the claimants have preferred MVC No.58/2018 before the Tribunal, seeking compensation.



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5. On service of notice, respondent Nos.2 and 4 – Insurance Companies entered appearance and sought for dismissal of the claim petition.

6. The Tribunal, after considering the material on record, by judgment and award dated 15.02.2022, arrived at a conclusion that, the driver of the car has contributed the negligence to the extent of 25% and the driver of the truck has contributed to the extent of 75% and has awarded a compensation of Rs.17,96,000/- with interest at 6% per annum from the date of petition till realization.

7. Feeling aggrieved by the same, the claimants have preferred MFA No.201325/2022, seeking enhancement of compensation, respondent No.4-United India Insurance Company Limited has preferred MFA No.201398/2022 and respondent No.2-Shriram General Insurance Company Limited has preferred MFA No.201951/2022, challenging the liability as well as the quantum.



8. It is argued by Sri Sanjeev Patil, learned counsel appearing for the claimants that, the compensation awarded by the Tribunal is on the lower side, which requires to be enhanced.

9. Sri Sudarshan M., learned counsel appearing for respondent No.2-Shriram General Insurance Company Limited has invited the attention of the Court to the sketch appended to the charge sheet and also placed reliance on the judgment of the Hon'ble Supreme Court in the case of ***Nishan Singh and Others vs. Oriental Insurance Company Limited*** reported in ***(2018) 6 SCC 765*** and submitted that, the driver of the car did not maintain the sufficient distance from the truck and as such, same would amount to rash and negligent driving of the car and therefore, he sought for modification of the liability. It is also argued that, the award of compensation is on the higher side, which requires to be reduced.

10. Sri Mohd. Abdul Quayum, learned counsel appearing for respondent No.4-United India Insurance



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Company Limited submitted that, the policy issued in respect of the vehicle in question is an Act Policy and therefore, the award of compensation as to the deceased is not covered under the said policy and hence, the Insurance Company is not liable to pay the compensation to the claimants.

11. Having taken note of the submissions made by the learned counsel appearing for the parties, I have carefully examined the sketch appended to the charge sheet, wherein it shows that, the alleged accident occurred on 05.02.2017, in which the car being driven by the driver-Prakash hit the truck in question from behind. By looking into the fact that there was speed break on the National Highway, the driver of the truck ought to have applied the break by slowing down the speed. However, it is also to be noted that, the driver of the car ought to have maintained sufficient distance from the truck, as the truck being negotiating with joining the National Highway.



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12. Insofar as the arguments advanced by Sri Mohd. Abdul Quayum, learned counsel appearing for respondent No.4-United India Insurance Company Limited, I am of the view that, though the learned counsel contended as to the Act Policy, however, no evidence has been adduced before the Tribunal and further, the Insurance Company has failed to mark the relevant policy before the Tribunal and therefore, the contentions raised by the learned counsel for respondent No.4 cannot be accepted.

13. Therefore, looking into the nature of the alleged accident as per the sketch and also in view of the judgment of the Hon'ble Supreme Court in the case of **Nishan Singh** (supra), I am of the view that, **the** driver of the car has contributed to the extent of 30% to the alleged accident. Accordingly, the liability between the driver of the car and the driver of the truck would be 30:70 and therefore, respondent No.2-Shriram General Insurance Company Limited being the insurer of the truck



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is liable to pay 70% of the compensation and respondent No.4-United India Insurance Company Limited being the insurer of the car is liable to pay 30% of the compensation.

14. Insofar as the enhancement of compensation sought for by the claimants is concerned, claimants are the legal representatives of deceased – Basavanappa. The deceased was aged about 30 years at the time of the accident. As the accident is of the year 2017, as per the guidelines of the Karnataka State Legal Services Authority, the notional income of the deceased is to be taken at Rs.10,250/- per month. In terms of the judgment of the Hon'ble Supreme Court in the case of ***National Insurance Company Limited Vs. Pranay Sethi***, reported in ***(2017) 16 SCC 680***, 40% of the income has to be added towards future prospects. Since there were four dependents, 1/4th is to be deducted towards personal expenses of the deceased. Considering the age of the deceased, the appropriate multiplier would be '17'. Thus,



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the claimants are entitled for Rs.21,95,550/- (Rs.10,250 + 40% x 12 x 17 x 3/4th) towards loss of dependency.

15. As per the guidelines of the Hon'ble Apex Court in the dictum of ***Magma General Insurance Company Limited vs. Nanu Ram Alias Chuhru Ram & others*** reported in ***(2018) 18 SCC 130***, and ***United India Insurance Company Limited vs. Satinder Kaur @ Satwinder Kaur and others*** reported in ***(2020) 9 SCC 644***, the claimants are entitled for Rs.40,000/- each towards loss of consortium.

16. As per the judgment of the Hon'ble Supreme Court in the case of ***National Insurance Company Limited Vs. Pranay Sethi*** (supra), the claimants are also entitled for an amount of Rs.30,000/- under the conventional heads i.e., loss of estate and funeral expenses.

17. Accordingly, the compensation awarded by the Tribunal is reassessed as under:



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Loss of dependency	Rs.21,95,550/-
Loss of consortium	Rs.1,60,000/-
Conventional heads	Rs.30,000/-
Total	Rs.23,85,550/-

Thus, the appellants are entitled for total compensation of Rs.23,85,550/-.

18. In the result, I pass the following:

ORDER

- i) MFA No.201325/2022 filed by the claimants is partly allowed holding that, the claimants are entitled for total compensation of Rs.23,85,550/- as against Rs.17,96,000/- awarded by the Tribunal, with interest at 6% per annum from the date of petition till realisation.
- ii) MFA No.201398/2022 filed by respondent No.4-United India Insurance Company Limited is dismissed.



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- iii) MFA No.201951/2022 filed by respondent No.2-Shriram General Insurance Company Limited is allowed in part.
- iv) Respondent Nos.2 and 4 - Insurance Companies are directed to deposit the aforesaid compensation amount with interest in the ratio of 70:30 within six weeks from the date of receipt of a certified copy of this judgment.
- v) The amount in deposit, if any, be transmitted to the Tribunal.

Sd/-
(E.S.INDIRESH)
JUDGE

LG
List No.: 1 Sl No.: 21