



IN THE HIGH COURT OF KARNATAKA,AT DHARWAD

DATED THIS THE 29TH DAY OF OCTOBER, 2025

PRESENT

THE HON'BLE MR. JUSTICE S G PANDIT

AND

THE HON'BLE MRS JUSTICE GEETHA K.B.

MISCELLANEOUS FIRST APPEAL NO. 103241 OF 2016 (MV-D)

BETWEEN:

MR. NOORULLA KHAN S/O. ABDUL B.P. BASHEER,
AGE: 66 YEARS,
OWNER OF BUS BEARING
REGISTRATION NO.KA-01/C-693,
R/O: NO.186, PMK ROAD,
SHANKARPURAM, BENGALURU-560004.

...APPELLANT

(BY SRI. V. SHIVARAJ HIEMATH, ADVOCATE)

AND:

1. SMT. ROOPA W/O. MANJUNATH BANGARI,
AGE: 29 YEARS, OCC: HOUSE-HOLD,
2. SHIVAKUMAR S/O. MANJUNATH BANGARI,
AGE: 8 YEARS,
3. PRITI D/O. MANJUNATH BANGARI,
AGE: 5 YEARS,
RESPONDENT NO. 2 AND 3 ARE
MINORS, HENCE REPRESENTING THROUGH
THEIR NATURAL MOTHER AND
GUARDIAN SMT.ROOPA
RESPONDENT.NO.1 HEREIN.



4. SMT. SHANKRAMMA W/O. SHIVAPPA BANGARI,
AGE: 64 YEARS, OCC: HOUSE-HOLD,

ALL ARE R/O: BOMMANAHALLI
HANGAL TALUK, HAVERI DISTRICT.

5. RELIANCE GENERAL INSURANCE CO. LTD.,
V.A. KALABURGI SQUIRE DESAI CROSS,
DESHAPANDE NAGAR, HUBBALLI.

...RESPONDENTS

(BY SRI. HARISH S. MAIGUR, ADVOCATE FOR R1 TO R4;
SRI. SURESH S. GUDNI, ADVOCATE FOR R5)

THIS MFA IS FILED UNDER SECTION 173(1) OF THE
MOTOR VEHICLES ACT, 1988, PRAYING TO CALL FOR RELEVANT
RECORDS AND MODIFY THE JUDGMENT AND AWARD DATED
04.07.2016 PASSED IN M.V.C. NO.65/2012 BY THE SENIOR
CIVIL JUDGE AND AMACT, HANGAL, BY DIRECTING THE
RESPONDENT NO.5/RELIANCE GENERAL INSURANCE CO. LTD.,
HUBBALLI TO PAY THE COMPENSATION AMOUNT AWARDED BY
THE TRIBUNAL TO THE RESPONDENTS NO.1 TO 4 AS THE
POLICY WAS IN FORCE AS ON THE DATE OF ACCIDENT, BY
ALLOWING THE APPEAL AND ETC.,.

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

CORAM: THE HON'BLE MR. JUSTICE S G PANDIT
AND
THE HON'BLE MRS JUSTICE GEETHA K.B.



ORAL JUDGMENT

(PER: THE HON'BLE MRS JUSTICE GEETHA K.B.)

The appellant is before this Court in this appeal filed under Section 173(1) of the Motor Vehicles Act, 1988 (for short 'M.V. Act'), being aggrieved by the judgment and award dated 04.07.2016 in MVC No.65/2012 passed by Senior Civil Judge and AMACT, Hangal (for short 'Tribunal') saddling the liability on the appellant-owner on the ground that there was no valid insurance policy as on the date of accident.

2. For the sake of convenience, the parties will be referred as per their ranks before the Tribunal.

3. Brief facts of the case are that the claimants, being the wife, children and mother of deceased-Manjunath S/o Shivappa Bangari approached the Tribunal by filing claim petition under Section 166 of M.V. Act claiming compensation for the accidental death of husband of first claimant, who died in a road traffic accident that occurred on 30.04.2012 at about 04.00 a.m., involving offending bus bearing Reg. No.KA-01/C-693.



4. It is stated that the offending bus was proceeding towards Bengaluru when it reached near Bhuvanahalli gate on Hiriyur-Sira NH4 road, VRL bus bearing No.KA-25/B-6341 which was stopped due to traffic, the driver of the offending bus dashed against the said stationed bus and caused the road traffic accident which led to severe injuries to the deceased who died on the spot itself.

5. On issuance of notice, respondent No.1/present appellant filed his objection statement, wherein he contended that the petition is bad for non-joinder of necessary parties and driver of offending bus bearing No.KA-01/C-693 was not arrayed as party in the petition. Another offending bus, the VRL bus bearing No.KA-25/B-6341 is also not arrayed as party. The accident happened due to rash and negligent driving of the VRL bus driver. He further contended that the bus of respondent No.1 was insured with respondent No.2 under policy cover note bearing number 313000020952 having its validity from 03.02.2012 to 02.03.2013 and as such he is not liable to pay the compensation and respondent No.2



is liable to indemnify respondent No.1. Hence, prayed for dismissal of the petition.

6. Respondent No.2-Insurer appeared and filed its written statement that the petition is false, vexatious and denied the age, occupation and income of deceased. They further contended that VRL bus was parked on the middle of the road without any precaution. Therefore, the alleged accident occurred due to negligent driving of the driver of VRL bus. The driver of the offending bus was not having valid and effective driving license. There is breach of terms and conditions of the policy and hence prayed for dismissal of the petition.

7. In support of the claim of claimants, claimant No.1 was examined as PW.1, apart from marking Exs.P.1 to P.21 and on behalf of the insurer-respondent No.2 Company has been examined as RW.1 and GPA Holder of respondent No.1 examined as RW.2 and Exs.R.1 to R.7 were marked.

8. After hearing arguments and on scrutiny of the material on record, the Tribunal has awarded total



compensation of Rs.30,03,600/- with interest at 9% per annum on the following heads:

1.	Towards Loss of Dependency	Rs.28,83,600-00
2.	Towards Loss of Love and affection	Rs.50,000-00
3.	Towards Funeral Expenses	Rs.10,000-00
4.	Towards Transportation of dead body	Rs.10,000-00
5.	Towards loss of Consortium/Estate	Rs.50,000-00
	Total	Rs.30,03,600-00

It is also held that respondent No.2 Company is exonerated from paying compensation to the petitioners, as on the date of accident, the vehicle of respondent No.1 had no valid insurance policy with respondent No.2.

9. Aggrieved by the said judgment and award, the appellant-owner respondent No.1 has preferred the present appeal.

10. Heard Sri.V.Shivaraj Hiremath learned counsel for appellant and Sri.Harish S. Maigur learned counsel for respondent Nos.1 to 4 and Sri.Suresh S. Gundi for respondent No.5 and perused the material on record.



11. Learned counsel for the appellant Sri. V.Shivaraj Hiremath would submit that the Tribunal committed grave error in coming to the conclusion that the offending bus was not validly insured with the insurer, even though the policy cover details are furnished by the respondent No.1 in his objection statement. He further submitted that cover note is as effective as a certificate of insurance. In this regard, he relied on the judgment of co-ordinate Bench of this Court in the case of ***Oriental Insurance Co. Ltd., Vs. Gowramma.***¹

12. Learned counsel for respondent Sri Suresh S.Kundi for respondent No.5 submitted that the cover note details furnished in the objection statement of appellant was in respect of another bus belonging to the appellant and there was no valid insurance coverage as on the date of accident.

13. Having heard the learned counsel for the parties and on perusal of the appeal papers along with original records of the Tribunal, the following point would arise for our consideration in this appeal:

¹ MFA No.864/1988



1) Whether the appellant proves that he was having valid insurance coverage with respondent No.2 as on the date of accident, with cover Note No.313000020952 effective from 03.02.2012 to 02.03.2013 and it was not appreciated by the Tribunal properly?

14. Our answer to this point is in the **Negative** for the following reasons:-

There is no dispute between the parties regarding the accident that took place on 30.04.2012 at about 04.00 a.m. near Bhuvanahalli gate on Hiriya-Sira NH-4 involving two buses bearing Registration Nos.KA-01/C-693 and KA-25/B-6341. It is the offending bus bearing number KA-01/C-693 dashed against the stationed bus bearing No.KA-25/B-6341 which was stopped due to the traffic. Thus the charge sheet was filed against the driver of offending bus.

15. On examining the materials on record, the Tribunal rightly comes to the conclusion that the accident happened due to rash and negligent driving of driver of the bus bearing No.KA-01/C-693.



16. Except producing the cover note number in the objection statement, present appellant-respondent has not produced any material before the Tribunal to show that said cover note is in respect of the offending bus.

17. On perusal of the evidence of RW.1 and Ex.R.1 i.e. Cover note bearing No.313000020952 is insured in respect of vehicle No.KA-01/D-4470 and not for the offending vehicle. The insurer has produced 4 cover notes in respect of the bus belonging to respondent No.1-present appellant. None of those cover notes are in respect of the offending vehicle of this case.

18. Considering all these aspects, rightly, the Tribunal has fastened the liability on respondent No.1 owner and not on respondent No.2 because there was no insurance policy in existence as on the date of accident with respondent No.2 in respect of offending vehicle. Hence, we find no merit in the appeal. Hence, the point for consideration is answered in the **Negative.**



19. Accordingly, we proceed to pass the following:

ORDER

The appeal stands dismissed.

**Sd/-
(S G PANDIT)
JUDGE**

**Sd/-
(GEETHA K.B.)
JUDGE**

HMB
CT-CMU
LIST NO.: 1 SL NO.: 50