



IN THE HIGH COURT OF KARNATAKA, AT DHARWAD

DATED THIS THE 14TH DAY OF JANUARY 2026

BEFORE

THE HON'BLE MRS JUSTICE GEETHA K.B.

MISCELLANEOUS FIRST APPEAL NO. 100566 OF 2016 (MV-D)

BETWEEN

THE BRANCH MANAGER
RELIANCE GENERAL INSURANCE COMPANY LIMITED,
1ST FLOOR SLV TOWERS, 4TH MAIN ROAD,
PARVATHINAGAR BALLARI
REPRESENTED BY ITS
AUTHORISED SIGNATORY
RELIANCE GENERAL INSURANCE COMPANY LIMITED,
EAST WING 5TH FLOOR
28 CENTENARY BUILDING
M.G. ROAD, BENGALURU.

...APPELLANT

(BY SRI. G.N. RAICHUR, ADVOCATE)

AND

BHARATHI
H M


Digitally signed by
BHARATHI H M
Location: HIGHCOURT
OF KARNATAKA
DHARWAD BENCH
DHARWAD

1. SMT. SHARADAMMA
W/O. LATE DEVENDRAGOUDA,
AGE: 30 YEARS, OCC: HOUSEHOLD,
R/O: RAMDURGA,
TQ: GANGAVATHI,
DIST: KOPPAL.
2. GAVISIDDANAGOUDA
S/O. LATE DEVENDRAGOUDA,
AGE: 12 YEARS,
OCC: NOT MENTIONED,
R/O: RAMDURGA,
TQ: GANGAVATHI,



DIST: KOPPAL.

3. KUMARI KAVERI
D/O. LATE DEVENDRAGOUDA,
AGE: 10 YEARS,
OCC: NOT MENTIONED,
R/O: RAMDURGA,
TQ: GANGAVATHI,
DIST: KOPPAL.
4. HANUMANAGOUDA
S/O. LATE DEVENDRAGOUDA,
AGE: 6 YEARS,
OCC: NOT MENTIONED,
R/O: RAMDURGA,
TQ: GANGAVATHI,
DIST: KOPPAL,
PETITIONER NO.2 TO 4 ARE MINORS
AND STUDENTS THEIR NATURAL
GUARDIAN AND MOTHER I.E. PETITIONER NO.1.
5. SMT. DEVAMMA
W/O. LATE HANUMANAGOUDA,
AGE: 57 YEARS,
OCC: HOUSEHOLD,
R/O: RAMDURGA,
TQ: GANGAVATHI,
DIST: KOPPAL.
6. MAHESH
S/O. VENKOBAPPA @ YANKAPPA,
AGE: 23 YEARS,
OCC: DRIVER OF TRACTOR BEARING
REGN NO.KA-37TA-5450 &
TRALLY NO.KA-37/411
R/O. CHIKKA MADINAL
TQ: GANGAVATHI,
DIST: KOPPAL.



7. VENKATESH MELSAKARI
S/O. EARAPPA @ VEERAPPA,
AGE: 43 YEARS,
OCC: OWNER OF TRACTOR BEARING
REGN NO.KA-37/TA-5450,
R/O: CHIKKA MADINAL,
TQ: GANGAVATHI,
DIST: KOPPAL.
8. SMT. RENUKA
W/O. CHANDRANATH
AGE: NOT MENTIONED,
OCC: OWNER OF TRALLY BEARING
REGN KA-37/411,
R/O: KAMPASAGAR VILLAGE,
POST: HITNAL,
TQ & DIST: BALLARI.
9. THE MANAGER,
UNITED INDIA INSURANCE CO. LTD.,
ISLAMPUR CBS CIRCLE, GANGAVATHI.

...RESPONDENTS

(BY SRI. VIDYASHANKAR G. DALWAI &
SMT. VEENA HEGDE, ADVOCATES FOR R1-R5;
(R2-R4 ARE MINORS REPRESENTED BY R1)
SRI. NAGARAJ J. APPANNANAVAR, ADVOCATE FOR
SRI. LAXMAN T. MANTAGANI, ADVOCATE FOR R6 & R7;
SRI. M.B. GUNDAWADE, ADVOCATE FOR R8;
SRI. S.S. JOSHI, ADVOCATE FOR R9)

THIS MISCELLANEOUS FIRST APPEAL IS FILED UNDER
SECTION 173(1) OF THE MOTOR VEHICLE ACT PRAYING TO
CALL FOR THE RECORDS AND HEAR THE PARTIES AND SET
ASIDE THE JUDGMENT AND AWARD DATED 31.10.2014 PASSED
BEFORE THE COURT OF THE SENIOR CIVIL JUDGE AND MEMBER
MOTOR ACCIDENT CLAIMS TRIBUNAL AT GANGAVATHI MVC
NO.100/2014 BY ALLOWING THIS APPEAL WITH COST IN THE
ENDS OF JUSTICE AND EQUITY.



THIS APPEAL HAVING BEEN HEARD AND RESERVED FOR JUDGMENT ON 09.01.2026 AND COMING ON FOR PRONOUNCEMENT OF JUDGMENT THIS DAY, DELIVERED THE FOLLOWING:

CAV JUDGMENT

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

This is the appeal filed by respondent No.4 in M.V.C.No.100/2014 under Section 173(1) of the Motor Vehicles Act, 1988, (in short, 'M.V. Act') praying for setting aside the judgment and award dated 31.10.2015 passed against respondent No.4 in M.V.C.No.100/2014 on the file of the learned Senior Civil Judge and M.A.C.T. at Gangavathi (in short, 'the Tribunal').

2. Parties would be referred with their ranks as they were before the Tribunal for sake of convenience and clarity.

3. The claimants have filed claim petition under Section 166 of M.V. Act claiming for compensation in respect of the death of husband of petitioner No.1-Devendragouda, who sustained accident in the road traffic accident that had taken place on 23.03.2013 at about 02.30 p.m. involving motorcycle



bearing registration No.KA-37/Q-1822 and tractor and trailer bearing No.KA-37/TA-5450 – KA-37/411.

4. It is the contention of claimants that when deceased was proceeding in his motorcycle from Chikka Madinal on left side of Chikka Madinal-Hudejali public road, the tractor and trailer bearing No.KA-37/TA-5450 – KA-37/411 being driven by its driver rashly and negligently and the power poles loaded in the trailer touched the motorcycle and caused the accident. Due to the accident, deceased fell down and sustained grievous injuries and shifted to Dr.Mallanagouda Hospital, Gangavathi for initial treatment and thereafter to Hubballi Hospital for further treatment and on the way to Hubballi hospital at about 06.30 p.m. he succumbed to those injuries. The claimants being the wife, children and mother of deceased have filed the claim petition claiming compensation under different heads.

5. After receipt of notice respondent No.1 & 2-the driver and owner of tractor bearing registration No.KA-37/TA-5450 have filed their written statement contending that respondent No.1 had possess valid and effective driving licence as on the date of accident and the tractor is covered with valid insurance



with respondent No.4. The accident happened due to rash and negligent riding of motorcycle by deceased Devedragouda and thus, they are not liable to pay compensation.

6. Respondent No.4, the insurer of tractor has filed its written statement wherein it contended that the petition is not maintainable in law. Only because of negligent riding of deceased, the accident happened. The respondent No.4 is not liable to pay compensation, as respondent No.1 was not having valid driving licence and respondent No.2 being the owner of tractor has violated the terms and conditions of policy. Respondent No.1 was not authorized to drive T.T. unit. Petition is bad, as the owner and insurer of motorcycle are not made as parties. Hence, prayed for dismissal of the petition.

7. Respondent No.5 is the insurer of trailer and filed its written statement wherein it contended that the trailer was not validly covered with insurance as on the date of accident. The liability of respondent No.5 is subject to terms and conditions of insurance policy. Respondent No.1 was not having valid and effective driving licence. Respondent No.3 has violated the terms



and conditions of the policy. Hence, prayed for dismissal of petition.

8. On behalf of claimants, claimant No.1 was examined as PW.1, apart from examining a witness as PW.2 and marking Exs.P.1 to P.14 before the Tribunal. On behalf of respondents, three witnesses are examined as RW.1 to RW.3, apart from marking Exs.R.1 to R.4 before the Tribunal.

9. After recording evidence of both sides and hearing arguments of both sides, the Tribunal came to the conclusion that the accident occurred due to rash and negligent driving of driver of the tractor and he was having valid and effective driving licence and thus, has fastened the liability of 50% each to the tractor and trailer respectively and also directed to pay the compensation to the respective insurance companies.

10. In the meanwhile respondent No.5-the insurer of trailer bearing No.KA-37/411 for which, respondent No.3 is the owner of the vehicle has fulfilled its liability.



11. Aggrieved by the judgment and award fastening liability of 50% on the tractor, the insurer of tractor i.e., respondent No.4 has preferred the present appeal.

12. Learned counsel for the appellant Sri G.N. Raichur appeared through V.C. would submit that the respondent No.4 is not liable to pay compensation for following grounds i.e. the tractor is used for commercial purpose and the tractor is insured with it and it ought to have been used only for agricultural purpose; furthermore, the driver of tractor was having D.L. only to run tractor. If trailer is attached to it, then the tractor no longer would be light motor vehicle and thus, the driver was not having valid and effective driving licence to drive the tractor cum trailer; furthermore, the electric poles were protruded from the trailer and thus, the owner of trailer has violated the terms and conditions of the policy and it ought not to have been protruded from the trailer and thus, the insurer of tractor is not liable to make good the compensation. He would further submit that the Tribunal has included future prospects to the total compensation income and awarded interest also on future prospects which is



not permissible. For these reasons, he prayed for allowing the appeal.

13. Learned counsel for respondent No.1 Sri. Laxman T. Mantagani for respondent Nos.6 & 7, the driver and owner of the tractor would submit that driver was having valid and effective driving licence to drive the tractor and merely because trailer is attached to it, it cannot be said that he is not having driving licence to run it. He would further submit that the tractor is used only for agricultural purpose i.e., the electric poles were being transported in the tractor-trailer to lay them in the agricultural property of respondent No.7 and hence, there is no violation of policy conditions. Hence, prayed for dismissal of appeal.

14. Learned counsel for respondent No.9, Sri S. S. Joshi would submit that he has already satisfied the award by depositing 50% of the total compensation amount as ordered in the M.V.C. petition.

15. Having heard the arguments of both sides and verifying the appeal papers along with Trial Court records, the points that would arise for consideration are:



- i) Whether holding of driving licence by the driver of tractor will become invalid when trailer is attached to it?
- ii) Whether appellant establish that the tractor was used for commercial purpose and terms and conditions of the policy are violated?
- iii) Whether future *mesne* profits shall not be added to calculate interest?

16. Finding of this Court on the above points is in the ***negative*** for the following reasons:

- i) The involvement of tractor cum trailer in causing the accident on 23.03.2013 at 02.30 p.m. at Chikka Madinal-Hudejali Road near Chikka Madinal Village and due to said accident, the husband of claimant No.1 Sri.Devendragouda sustained injuries and succumbed to those injuries on the same day at about 06.30 p.m. is not in dispute. The age, income of deceased and



quantum of compensation awarded in this case are also not in dispute.

- ii) The contention raised by the insurer of tractor is that the trailer was attached to the tractor and thus, the driving license issued to the driver of tractor only to run tractor and not for tractor-trailer and thus, he was not having valid and effective driving licence as on the date of accident.

17. Said arguments of learned counsel for appellant cannot be accepted for the simple reason that the license granted to run tractor will not become ineffective, only because the trailer was attached to it. In this regard, the learned counsel for appellant would rely upon the judgment of Hon'ble Apex Court in the case of ***Nagashetty vs. United India Insurance Co.Ltd. and others¹***, wherein at paragraph No.10 held as follows:

"10. We are unable to accept the submissions of Mr S.C. Sharda. It is an admitted fact that the driver had a

¹ AIR 2001 SC 3356



valid and effective licence to drive a tractor. Undoubtedly under Section 10, a licence is granted to drive specific categories of motor vehicles. The question is whether merely because a trailer was attached to the tractor and the tractor was used for carrying goods, the licence to drive a tractor becomes ineffective. If the argument of Mr S.C. Sharda is to be accepted, then every time an owner of a private car, who has a licence to drive a light motor vehicle, attaches a roof carrier to his car or a trailer to his car and carries goods thereon, the light motor vehicle would become a transport vehicle and the owner would be deemed to have no licence to drive that vehicle. It would lead to absurd results. Merely because a trailer is added either to a tractor or to a motor vehicle by itself does not make that tractor or motor vehicle a transport vehicle. The tractor or motor vehicle remains a tractor or motor vehicle. If a person has a valid driving licence to drive a tractor or a motor vehicle, he continues to have a valid licence to drive that tractor or motor vehicle even if a trailer is attached to it and some goods are carried in it. In other words, a person having a valid driving licence to drive a particular category of vehicle does not become disabled to drive that vehicle merely because a trailer is added to that vehicle."

18. Relying upon the same judgment of the Hon'bel Apex Court, rightly the Tribunal held that merely because trailer is attached to the tractor, the driving licence will not be ineffective.

19. In the instant case, the driver of tractors was having valid and effective driving licence to drive the tractors as per Ex.R.3. Thus, he was having a valid and effective driving license to drive tractor cum trailer.



20. The second point of argument of learned counsel for the appellant is that the tractor is used for commercial purpose and thus, conditions of policy are violated. Ex.R.1 is the policy issued in respect of tractor. It reveals that it is Miscellaneous Vehicles Certificate cum Policy and there were limitations to use this policy mentioned in the policy cover i.e., the policy covers the vehicle used for any purpose other than A. Organized Racing, B. Pace making, C. Reliability Trials, D. Speed testing, E. Use for Carriage of passengers for hire or reward. Thus, the tractor can be used for any purpose other than the aforesaid purposes. In the instant case, the tractor cum trailer was used for transporting electric poles to the lands of owner of the tractor to lay those electric poles in his landed property. Hence, the tractor was being used for the purpose for which it was insured and not for any other purpose. In this regard, respondent No.2 before Trial Court has categorically stated in his evidence that he was transporting the electric poles to his property to lay them in his agricultural property. Thus, the second contention raised by the insurer is also not tenable.



21. The next point of argument of learned counsel for appellant is that, the electric poles were protruded from the trailer and thus, the owner of trailer has violated the terms and conditions of the policy and it ought not to have been protruded from the trailer and thus, the insurer of tractor is not liable to make good the compensation. However, there is no cross-examination to P.W.1 & 2 on this point. Only because, it is stated in the complaint that the electric pole was touched to the deceased and accident caused, it cannot be said that electric poles were protruding from the trailer. There is no direct evidence to prove this fact. Hence, this contention raised by the insurer is also not tenable.

22. The next point of argument of the learned counsel for insurer is that future prospects are included while computing the income of deceased and it also carried interest and it is improper. However, in the decision of the Hon'ble Apex Court in case of ***National Insurance Company Limited vs. Pranay Sethi and others***², there is no such direction. The future

² (2017) 16 SCC 680



prospects are to be added to the income of deceased to arrive at his notional income. Under those circumstances, definitely it shall also carry interest. Hence, there is no infirmity in the judgment passed by the Tribunal and it requires no interference. Hence, I passed the following:

ORDER

- i) The appeal filed under Section 173 (1) of the Motor Vehicles Act, 1988 filed by the insurance company is ***dismissed*** by confirming the judgment and award dated 31.10.2015 passed in M.V.C.No.100/2014 on the file of the learned Senior Civil Judge and M.A.C.T. at Gangavathi with costs.
- ii) Amount in deposit be transmitted to the Tribunal.

Sd/-
(GEETHA K.B.)
JUDGE

SSP/CT-MCK List No.: 1 Sl No.: 1