



CNR: KAHC010050102023

NC: 2026:KHC:46610
MFA No. 689 of 2023

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 28TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE SHIVASHANKAR AMARANNAVAR

MISCELLANEOUS FIRST APPEAL No. 689 OF 2023 (MV-D)

BETWEEN:

THE BRANCH MANAGER
UNITED INDIA INSURANCE CO. LTD.,
BRANCH OFFICE, MICRO OFFICE
BRM COMPLEX, OPP KSRTC BUS STAND
BIRUR AT AND POST, KADUR TALUK
CHIKKAMGALURU, DIVISIONAL OFFICE,
P.B. No.114,
REP. BY ITS DIVISIONAL MANAGER,
CRESENT COURT, K.M. ROAD,
CHIKKAMAGALURU
PINCODE-577 101.

...APPELLANT

(BY SRI BENNI RAVISH CHANDRASHEKAR, ADVOCATE)

AND:

1. THIMAPPA
S/O. PUTTAPPA,
AGED ABOUT 62 YEARS,
2. SMT. GEETA
W/O. THIMMAPPA
AGED ABOUT 50 YEARS
R/AT VITTALPURA, NERALAKERE
TARRIKARE TALUK
CHIKKAMAGALURU DISTRICT
PIN CODE-577 228.

Digitally signed by
LAKSHMINARAYANA
MURTHY RAJASHRI
Location: HIGH
COURT OF
KARNATAKA



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3. PRASHANT. N. M.
S/O. N.T. MAHDEVAPPA
AGED ABOUT 40 YEARS
R/AT AMRUTAPURA MAIN ROAD
NERLAKERE, VITTALPURA VILLAGE
TARIKERE TALUK
CHIKKAMANGALURU, PIN-577 228.
4. MAHAVEDAPPA
S/O. THOTAPPA
AGED ABOUT 52 YEARS
NERLAKERE, TARIKERE TALUK
CHIKKAMAGALURU
PIN-577 228.

...RESPONDENTS

(BY SRI ABHIRAJ B CHENGTI, ADVOCATE FOR R1 & R2
SRI G LAKSHMISH RAO, ADVOCATE FOR R4
R3- SERVED)

THIS MFA IS FILED UNDER SECTION 173(1) OF MV ACT,
AGAINST THE JUDGMENT AND AWARD DATED:09.12.2022
PASSED IN MVC No.262/2021 ON THE FILE OF THE PRL.
SENIOR CIVIL JUDGE AND CJM, MACT, CHIKKAMAGALURU,
AWARDING COMPENSATION OF Rs.14,08,200/- WITH
INTEREST AT 6 PERCENT P.A. FROM THE DATE OF PETITION
TILL REALIZATION.

THIS M.F.A HAVING BEEN HEARD AND RESERVED
FOR ORDERS ON 22.07.2026, THIS DAY,
SHIVASHANKAR AMARANNAVAR J, DELIVERED THE
FOLLOWING;

CORAM: HON'BLE MR. JUSTICE SHIVASHANKAR AMARANNAVAR



CAV JUDGMENT

This appeal is filed by the insurer challenging it's liability saddled in the Judgment and Award dated 09.12.2022 passed in MVC No.262/2021 by Principal Senior Civil Judge and Member M.A.C.T., Chikkamagaluru.

2. Respondent Nos.1 and 2 -claimants made a claim petition praying to award compensation for the death of their son V.T. Sunil in a road traffic accident occurred on 01.10.2020, contending that the accident occurred due to rash and negligent driving of the driver of the tractor-trailer bearing registration No.KA-66/T-2477 and KA-66/T-2907. The Tribunal, after recording evidence and appreciating the evidence on record, has assessed the compensation and awarded the compensation under various heads as under:

Sl.No.	Heads	Amount in (Rs.)
01.	Loss of future income	12,85,200/-
02.	Loss of Estate	16,500/-



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03.	Loss of Consortium	40,000/-
04.	Funeral expenses	16,500/-
05.	Love and Affection	40,000/-
06.	Transportation	10,000/-
Total		14,08,200/-

3. The Tribunal has also awarded interest at the rate of 6% per annum from the date of petition till realisation and directed the appellant -insurer to deposit the award amount with interest. The appellant -insurer challenging the liability saddled on it has filed the present appeal.

4. Heard learned counsel for the appellant and learned counsel for respondents.

5. Learned counsel for the appellant -insurer would contend that the tractor-trailer has been hired by one Basavarajappa and the same has been mentioned in Ex.P2 -FIR. The policy- Ex-R4 issued by the appellant excludes the use of the tractor-trailer for hire. Therefore,



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the appellant is not liable to pay the award amount. He further contends that no premium has been paid for loader and unloader and therefore, the policy does not cover the deceased who was a loader traveling in the trailer. On the point that the tractor cannot be hired, he places reliance on the decision of Co-ordinate Bench of this court rendered in MFA No.200602/2018. With this, he prayed to allow the appeal.

6. Learned counsel for respondent No.4 -owner of the tractor-trailer would contend that there is no evidence on record to clearly indicate that the tractor has been used for hire by Basavarajappa. The owner of the said tractor-trailer is one Mahadevappa. The said Basavarajappa, whose name is mentioned in the FIR is brother of Mahadevappa -owner of the tractor-trailer and the said can be seen in the Adhar cards of both Basavarajappa and Mahadevappa, wherein names of their father has been mentioned as Thotappa and both are residing in House



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No.250, Neralakere, Tarikere, Chikkamagaluru District. Therefore, the said tractor has been used by Basavarajappa, who is the brother of Mahadevappa -owner of the tractor-trailer for loading the areca nut grown in the land. He placing reliance on the decision rendered in MFA No.5329/2010 decided on 21.09.2020 would contend that tractor and trailer is goods carriage vehicle and loaders as employees of the owner can always sit in the trailer either for loading purpose or unloading purpose. The deceased being employee for the owner of the tractor-trailer died in the accident during the course of his employment. He placing reliance on the decision rendered in MFA No.444/2017 clubbed with another decided on 16.01.2020 would contend that the owner who has employed the deceased for loading and unloading and they are authorized representatives of the owner of the goods. He further submits that Rule 100(1) of the Karnataka Motor Vehicles Rules, provides for carriage of persons in goods vehicles. Considering the said aspect, the Tribunal has



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rightly held that the policy covers the death of loader and insurer is liable to pay the compensation awarded by the Tribunal.

7. Learned counsel for respondent Nos.1 and 2 – claimants would contend that the insurer has not taken plea in pleading regarding hire of tractor and R.W.2 – officer of the insurer in his cross-examination has admitted that the policy covers the third party in trailer. He referring to insurance policy Ex.R4 has points out that the premium has been collected towards third party in respect of trailer and also additional premium has been collected in a sum of Rs.50/- and therefore, the insurance policy covers the deceased who was loader traveling in the vehicle for unloading the goods loaded and considering the same the Tribunal has rightly held that the insurer is liable to pay the award amount.

8. Having heard learned counsels, the Court has perused the judgment, award and trial Court records.



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9. The accident occurred on 01.10.2020. At the time of accident, the deceased, after loading areca nut in the tractor-trailer insured with the appellant -insurer was traveling in the trailer. Due to rash and negligent driving of the driver of the tractor-trailer, the deceased fell down from the trailer, sustained fatal injuries and succumbed to the injuries. The Tribunal considering charge sheet –Ex.P7 filed against the driver of the tractor-trailer has rightly held that the accident occurred due to the rash and negligent driving of the driver of the tractor-trailer.

10. Learned counsel for the appellant –insurer relying on Ex.P2 -FIR would contend that the tractor - trailer has been used by Basavarajappa to load areca nut in his areca nut garden, the owner being Mahadevappa had given his tractor for hire to the said Basavarajappa and the policy doesn't cover use of tractor –trailer for hire. Even though the policy -Ex.R4 doesn't cover use of tractor for hire, but the case on hand indicate that the said



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Basavarajappa is brother of Mahadevappa -owner of the tractor -trailer. Learned counsel for respondent No.4 by producing the Adhar card and PAN card of both Basavarajappa and Mahadevappa has established that both are brothers and they are sons of Thotappa, residing in the same address i.e., House No.215, Neralakere, Terikere, Chikkmagaluru District. The tractor has not been used by somebody else, but it is used by the brother of the owner. Therefore, the said contentions of learned counsel for the appellant -insurer that the tractor has been used for hire cannot be accepted and has no merits. The deceased was traveling in the trailer as loader/unloader to unload the areca nut.

11. The Co -ordinate Bench of this Court in the case of ***United India Insurance Co. Ltd., Vs Smt. Annapurna and others***¹ has observed thus:

"31. The main contention of the Insurance Company is that the Tribunal was required to notice

¹ In MFA No.5329/2010 decided on 21.09.2020



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*that the tractor and trailer combination is not a goods carriage. Under the circumstances, it cannot be termed as a transport vehicle to bring the same within the purview of goods carriage. This contention cannot be accepted for the reason that this Court in the judgment in the case of **Sri Maruthi (supra)**, has categorically held that the combination of tractor-trailer is nothing short of a goods carriage. The Insurance Company also does not dispute the fact that at the time of the accident, the deceased was traveling in the trailer. It is emerged in the evidence that he was traveling along with other two persons in the trailer and all of them were proceeding to bring the coconut seedlings.*

*32. This Court in the case of **Sri Mallikethi Basappa (supra)**, has held that the policy issued is not only for the tractor, but also for the trailer. The loaders as employees of the owner can always sit in the trailer either for loading purpose or unloading purpose. The Court formed an opinion that the appellant has undertaken to cover the risk of one employee or a driver. It is further held that in the instant case, the deceased was an employee who died in the accident during the course of his employment.*



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33. The Apex Court in the case of **Shivawwa (supra)** ordered to pay the compensation when the deceased traveling in the tractor loaded his agricultural produce on tractor and accompanied tractor for unloading the same. It directed to pay the compensation as the deceased had suffered fatal injuries when he was proceedings as owner of the goods. This Court in the case of **Smt. Savitri (supra)** held that the involvement of two tractors and trailers in the accident was not in dispute and the deceased was traveling as a coolie in one of the tractors and trailers.

34. Having considered the principles laid down in the judgment referred supra, no doubt in **Shivawwa's case (supra)**, the deceased was traveling in tractor-trailer along with the goods. But in the instant case, the deceased traveled as a coolie and the same has not been disputed. I have already pointed out that R.W.1 who has been examined before the Court, categorically deposed that he traveled as a coolie in tractor-trailer. Apart from that, on perusal of the policy Ex.R.1, it is clear that an amount of Rs.25/- is separately collected towards workmen compensation to one employee. In the case on hand, the deceased was an employee of the insured and when specific premium has been paid and collected in respect of one



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employee, the very contention of the Insurance Company that it is not liable to pay the compensation, cannot be accepted.

35. The claimants are on a better footing compared to the principles laid in the judgments referred supra and the deceased was traveling as an employee of the insured. When specific premium is paid and collected, the very contention of the Insurance Company that no premium has been paid, cannot be accepted. Hence, I do not find any error committed by the Tribunal in fastening the liability on the Insurance Company. The very contention that Rule 28 of the Rules comes to the aid of the Insurance Company cannot be accepted when there is a specific privity of contract between the Insurance Company and the insured that liability is also in respect of workman and the policy is covered in respect of one of the employee. Hence, I answer point No.(i) as negative."

The deceased was traveling as an employee of the owner in the trailer. The said trailer was also insured along with the tractor and the same can be seen in Ex.R4 -policy wherein the premium has been collected for trailer TP and additional premium of Rs.50/- has been collected.



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Therefore, the deceased being loader as employee of the owner can always sit in the trailer either for loading purpose or unloading purpose. Therefore, the deceased was an employee of the owner of the insured vehicle, who died in the accident during the course of his employment.

12. The Co-ordinate Bench of this Court in the case of ***the Manager of New India Insurance Co. Ltd., Vs Ramesh S/o Chandrappa and another***² has observed as under:

"9. As could be seen above, the Apex Court has categorically said that an apposite reading of Sections 147 and 167 the intendment of the legislature was to cover the injury to any person including the owner of the goods or his authorized representative carried in the vehicle and an employee who is carried in the said vehicle.

10. In the instant case the evidence on record clearly indicated that the owner of the goods Basavarajappa had employed the claimants who were engaged in the business of loading and un-

² In MFA No.444/2017 connected with 445/2017 decided on 16.01.2020



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loading. In my view, the claimants thus would be the authorized representatives of the owner of the goods.

11. If incidentally, that the owner of the goods happened to be the hirer of the vehicle that fact by itself did not convert his authorized representatives to become unauthorized passengers.

12. It may be pertinent to state here that Rule 100 of the Karnataka Motor Vehicle Rules, permits no person to be carried in a goods vehicle. However, the said rule is qualified with a proviso, which clearly states that the owner or the hirer or a bona fide employee of the owner or the hirer of the vehicle carried free of charge is permissible to be carried in the vehicle subject to a maximum of seven. It is therefore clear that even the Motor Vehicle Rules permit carriage of employees of the hirer in the vehicle.

13. In the instant case, even if the argument of the learned counsel for the Insurance Company is accepted that Basavarajappa, the hirer had employed the claimants, the law permits the employees of the hirer to also travel in the goods vehicle.



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14. I am therefore of the view that the findings of the Tribunal that the claimants were authorized representatives of the owner of the goods cannot be found fault with Accordingly, the finding of the Tribunal is just and proper."

The deceased was engaged by Basavarajappa, the brother of the owner of the tractor -trailer for the purpose of loading and unloading. Rule 100 of Karnataka Motor Vehicles Rules, permits no person to be carried in goods vehicle. However, the said Rule is qualified with a proviso which clearly states that the owner or hirer or *bona fide* employee of the owner or hirer of the vehicle carried free of charge is permissible to be carried in the vehicle subject to the maximum of seven. Therefore, it is clear that even the Motor Vehicle Rules permit carriage of employees of the hirer in the vehicle. In the case on hand, Basavarajappa, the brother of the Mahadevappa -owner of the tractor-trailer had hired the deceased and law permits employees of the hirer to travel in goods vehicle.



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13. Considering the above aspects, the Tribunal has rightly held that the appellant -insurer is liable to pay the award amount. In view of the above, there are no merits in appeal.

Hence, the appeal is ***dismissed.***

The amount in deposit is ordered to be transferred to Tribunal.

Sd/-
(SHIVASHANKAR AMARANNAVAR)
JUDGE

DSP
List No.: 5 SI No.: 2
Ct.sm