



CNR: KAHC010129832021

NC: 2026:KHC:46272
MFA No. 1619 of 2022
C/W MFA No. 1959 of 2022

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 27TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE RAJESH RAI K

MISCELLANEOUS FIRST APPEAL NO.1619 OF 2022(MV-I)

C/W

MISCELLANEOUS FIRST APPEAL NO.1959 OF 2022(MV-D)

IN MFA No. 1619/2022

BETWEEN:

MR. VINOD KUMAR @ VINOD
S/O. NARAYANASWAMY,
AGED ABOUT 27 YEARS,
RESIDING AT #213,
C.V. RAMAN NAGAR,
BENGALURU-560 075.

...APPELLANT

(BY SRI. GURUDEV PRASAD K.T, ADVOCATE)

AND:

Digitally signed
by PANKAJA S
Location: HIGH
COURT OF
KARNATAKA

1. M/S. UNITED INDIA INS CO. LTD
MOTOR CLAIMS HUB,
NO. 18, 6TH FLOOR,
NEAR KRUSHI BHAVAN,
HUDSON CIRCLE,
BENGALURU-560 001.
2. MR. BHASKAR REDDY
S/O. RAMAKRISHNA REDDY,
M. KOTHUR VILLAGE,
ANDERSONPET POST,
KGF, BANGARPET TALUK,
KOLAR DISTRICT-563 119.



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3. SRI. YALAPPA
S/O. CHOWDAPPA,
#37, YALLAMMADODDI GRAMA,
KALLUBALU,
ANEKAL TALUK,
BENGALURU-560 083.

...RESPONDENTS

(BY SRI. B.A RAMAKRISHNA, ADVOCATE FOR R1,
R2 AND R3 NOTICE SERVED)

THIS MFA IS FILED U/S.173(1) OF MV ACT, AGAINST THE
JUDGMENT AND AWARD DT.01.12.2020 PASSED IN MVC
NO.6887/2018 ON THE FILE OF THE XVII ADDITIONAL JUDGE,
COURT OF SMALL CAUSES, MEMBER, MACT, BENGALURU,
(SCCH-21), PARTLY ALLOWING THE CLAIM PETITION FOR
COMPENSATION AND SEEKING ENHANCEMENT OF
COMPENSATION.

IN MFA NO. 1959/2022

BETWEEN:

1. SMT SUJATHAMMA
W/O LATE NARAYANASWAMY
AGED ABOUT 47 YEARS
2. NANDINI N
D/O LATE NARAYANASWAMY
W/O MADHUSUDHAN
AGED ABOUT 24 YEARS

BOTH ARE RESIDING AT
DODDAHASALA, KNASANITORIUM
KOLAR TALUK AND DISTRICT
PIN-563 101.

...APPELLANTS

(BY SRI. GURUDEV PRASAD K.T, ADVOCATE)

AND:



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1. M/S UNITED INDIA INSURANCE CO. LTD
MOTOR CLAIMS HUB
NO.8, 6TH FLOOR
NEAR KRUSHI BHAVAN
HUDSON CIRCLE
BENGALURU-560 001.
2. MR BHASKAR REDDY
S/O RAMAKRISHNA REDDY
M. KOTHUR VILLAGE
ANDERSONPET POST
KGF, BANGARPET TALUK
KOLAR DISTRICT-563 119.
3. SRI YALAPPA
S/O CHOWDAPPA
NO.37, YALLAMMADODDI GRAMA
KALLUBALU, ANEKAL TALUK
BENGALURU-560 083.

...RESPONDENTS

(BY SRI. B.A RAMAKRISHNA, ADVOCATE FOR R1,
VIDE ORDER DATED 25.10.2025, NOTICE TO R2 & R3
NOTICE DISPENSED WITH)

THIS MFA FILED U/S.173(1) OF MV ACT, AGAINST THE
JUDGMENT AND AWARD DT.01.12.2020 PASSED IN MVC
NO.6886/2018 ON THE FILE OF THE XVII ADDITIONAL
JUDGE, COURT OF SMALL CAUSES AND MEMBER, MACT,
BENGALURU, (SCCH-21), PARTLY ALLOWING THE CLAIM
PETITION FOR COMPENSATION AND SEEKING
ENHANCEMENT OF COMPENSATION.

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



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CORAM: HON'BLE MR. JUSTICE RAJESH RAI K

ORAL JUDGMENT

IN MFA NO.1619/2022:

1. The claimant, being dissatisfied with the compensation of Rs.1,83,418/- awarded by the Tribunal, is in appeal.
2. The fact that the accident occurred and the further fact that the offending tractor was insured but offending trailer was not insured are not in dispute.
3. The Tribunal, on assessment of evidence, has awarded the following sums as compensation:

Sl. No.	Particulars	Amount in (Rs.)
1.	Pain and sufferings	25,000
2.	Medical expenses	1,39,418
3.	Conveyance, food and nourishment, attendant charges and other incidental expenses	10,000
4.	Loss of income during the laid up period	9,000
	Total	1,83,418



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4. Having regard to the nature, gravity and the lasting effects of the injuries suffered by the claimant, I deem it appropriate that instead of enhancing the sum under each head, it would be just and appropriate to award additional compensation of Rs.1,00,000/- as global compensation, in addition to what has been awarded by the Tribunal i.e., Rs.1,83,418/-. Thus, the claimant is held entitled to the total compensation of **Rs.2,83,418/-** as against Rs.1,83,418/-. However, no interest is awarded in respect of global compensation of Rs.1,00,000/-.

5. The Insurance Company and owner of the Trailer is jointly and severally liable to pay the entire compensation. However, the Insurance company is liable to make good the entire compensation at the first instance and thereafter is at liberty to recover 50% of the same from the respondent No.3 - owner of the Trailer.

6. Accordingly, in modification of the impugned judgment and award of the Tribunal to the above extent, the appeal is ***partly allowed.***



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IN MFA NO.1959/2022:

7. The appeal is filed seeking for enhancement of compensation awarded in M.V.C.No.6886/2018 vide judgment and award dated 01.12.2020 for the accidental death of one N. Nagendra.

8. It is not in dispute that, as a result of the motor vehicle accident which occurred on 26.10.2017, N. Nagendra, a 22 years old died.

9. The Tribunal, on assessment of the evidence adduced before it, has come to the conclusion that the driver of the offending vehicle was responsible for the accident which has resulted in the death of N. Nagendra. The Tribunal has thereafter proceeded to award the following sums as compensation:

Sl. No.	Particulars	Amount in (Rs.)
1.	Loss of dependency	9,72,000
2.	Compensation towards loss of estate	15,000



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3.	Compensation towards funeral expenses	15,000
4.	Compensation towards love and affection	20,000
	Total	10,22,000

10. In order to arrive at the loss of dependency, the Tribunal has determined the monthly income, notionally at Rs.9,000/-. As there is no credible evidence to ascertain the actual monthly income, it would be appropriate and prudent to adopt the monthly income determined by Karnataka State Legal Services Authority, which, for the accident of the year 2017, would be Rs.11,000/-.

11. Since the deceased was aged 22 years and was self employed, 40% requires to be added to the monthly income towards future prospects, which would result in the income to be **Rs.15,400/-** (Rs.11,000/- + 40%).

12. The Tribunal has rightly deducted 50% of the income of the deceased towards his personal and living expenses, since he is bachelor. Accordingly, the income of the deceased would be **Rs.7,700/-** (15,400/- - 50%).



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13. As the deceased was aged 22 years, a multiplier of '18' would have to be applied.

14. Consequently, the claimants would be entitled to a sum of **Rs.16,63,200/-** (7,700 x 12 x 18) towards "*loss of dependency*".

15. The claimants, being the mother and sister of the deceased, each would be entitled to a sum of Rs.48,400/- towards "*loss of consortium*" i.e., in all **Rs.96,800/-** (48,400 x 2) and they would also be entitled to a sum of **Rs.36,300/-** under the "*conventional heads*".

16. Thus, the claimants, in modification of the impugned award, would be entitled to the following sums:

Sl. No.	Particulars	Amount (In Rs.)
1.	Loss of Dependency	16,63,200
2.	Loss of Consortium	96,800
3.	Conventional Heads	36,300
	Total	17,96,300



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17. Accordingly, the claimants would be entitled for compensation of **Rs.17,96,300/-** as against Rs.10,22,000/-. The enhanced compensation amount shall carry 6% interest per annum from the date of petition till its realization.

18. As far as saddling of liability is concerned the Tribunal directed respondent Nos.2 and 3 i.e., owners of the tractor and trailer are equally liable to pay the compensation at the ratio of 50:50. Further, respondent No.1 being the insurer of the tractor shall indemnify respondent No.2 and respondent Nos.1 and 3 shall deposit their share of the compensation amount within 30 days from the date of order.

19. Learned counsel for the appellant-claimant contended that the trailer was not covered by a valid insurance policy and, therefore, the Tribunal fastened liability upon respondent No.3- owner of the trailer to the extent of 50% of the compensation. He submitted that the said finding of the Tribunal is unsustainable in view of the judgment of the Hon'ble Apex Court in **THE ROYAL SUNDARAM ALLIANCE INSURANCE COMPANY LIMITED V. HONNAMMA AND OTHERS, in SLP (Civil) No.2135/2023**, as well as the judgment of the Co-



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ordinate Bench of this Court in **NOOR BAIG V. SYED ANWER @ ANWER SAB AND ANOTHER**, reported in **ILR 2003 KAR 3203**.

20. *Per contra*, learned counsel for the Insurance Company contended that the trailer was also involved in the accident and that a scratch mark was found on the trailer, thereby establishing its involvement in the occurrence of the accident. Hence, he submitted that the Tribunal was justified in fastening 50% of the liability on the tractor and trailer respectively. He further contended that, as the trailer was not covered by a valid insurance policy, the owner of the trailer is liable to satisfy 50% of the compensation awarded.

21. On careful perusal of the evidence on record, it is evident that the accident occurred when the deceased was riding the motorcycle bearing registration No.KA-51-EE-817 and the injured was travelling as the pillion rider. At that time, the driver of the tractor bearing registration No.KA-08-T-2003, along with the trailer bearing registration No.KA-06-T-1431, drove the same in a rash and negligent manner and dashed against the motorcycle, resulting in the accident. No doubt, the Tribunal has noticed a scratch mark on the body of the trailer,



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on that basis, it proceeded to fasten liability on both the tractor and trailer in the ratio of 50:50. However, the Hon'ble Apex Court in the case of ***The Royal Sundaram Alliance Insurance Company Limited*** (supra), held in paragraph Nos.10 to 14 as under:

"10. In the present case, the admitted fact is that the incident occurred while a tractor which was insured with the Appellant was attached to a trailer and on the trailer a person was present who due to an unfortunate accident, fell off the trailer which was being pulled by/driven by/attached to the tractor, resulting in the death of such person.

11. Therefore, the undisputed position is that the trailer was being pulled by/attached to the tractor and then the trailer on which the deceased was present, turned turtle/upturned, resulting in his death. From the above, it is clear that the tractor which was insured was the reason for the accident. It is not the case that only because of some fault on the part of the trailer stand-alone, the accident happened. To explain, we may give an example: that had the trailer been stationary at a place and due to some reason, it overturned or a mishap happened, then without the trailer being specifically



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insured the Appellant would not be liable to pay, but here the main cause of the accident was the tractor which was pulling/driving/moving the trailer and in such sequence of events, the trailer upturned. Thus, the accident was caused by the tractor, as during the course of being driven/pulled by the tractor, the accident occurred.

12. Thus, the liability of the tractor/its insurer extended to the accident caused by the tractor resulting in the death of the deceased, through the trailer. This being the position in the present case, the principles emanating from the decisions where the Courts have held that the trailer has to be separately registered with the insurance company to make it liable, would not be applicable. To that extent, the facts in the present case are clearly distinguishable from the ones cited by learned counsel for the appellant. The legislation i.e., the MV Act, being beneficial and welfare-oriented in nature [Ningamma v United India Insurance Co. Ltd., (2009) 13 SCC 710; K Ramya v National Insurance Co. Ltd., 2022 SCC OnLine SC 1338, and; Shivaleela v Divisional Manager, United India Insurance Co. Ltd., 2025 SCC OnLine SC 563] and ultimately the root cause of the accident being the tractor, which was insured, this crucial fact



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cannot be lost sight of. For further clarification, we might illustrate: if an insured vehicle hits another vehicle which in turn hits a third vehicle, then for the entire chain of accidents, the liability would pass on to the vehicle which was the root cause of the accident because it is the result of the action in the same chain of events which cannot be segregated or compartmentalized. Moreover, this Court is duty-bound to be mindful of the ground realities of our nation and cannot let practicality be overshadowed by technicality.

13. In Dhondubai (supra), the Court stated:

'5. In a matter of the present nature, the law is well settled that when a tractor and trailer are involved, both the tractor as well as the trailer are required to be insured. Therefore, in a normal circumstance, when the appellant/claimant was travelling in the trailer which was not insured, the liability on the Insurance Company cannot be fastened and to that extent the High Court was justified.'

(emphasis supplied)

14. To our mind, the learned Judges in Dhondubhai (supra) did not lay down an absolute principle of law, but taking note of Oriental



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Insurance Co. Limited v Brij Mohan, (2007) 7 SCC 56, it was ordered that the 'respondent-Insurance Company shall pay the amount awarded by the High Court as compensation with the accrued interest and recover the same from the owner of the vehicle.' A decision by a Division Bench of the Andhra Pradesh High Court in United India Insurance Co. Ltd., Kadapa District v Koduru Bhagyamma, 2007 SCC OnLine AP 830 is relevant:

'1. This case has come before this Court on a reference made by a learned Single Judge of this Court as it was contended before the learned Single Judge by the appellant that as the trailer in which the deceased was travelling was not insured, although it was attached to the tractor which was insured, therefore no liability could be fastened upon the insurer.

xxx

13. Now on analysis of these judgments and the provisions of law which have been quoted above, we feel that the law has been correctly appreciated by a learned Single Judge of this Court in Gunti Devaiah v. Vaka Peddi Reddy (supra) and the reasons given by him are sufficient to hold that under the Motor



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Vehicles Act no separate insurance is contemplated for a trailer and when the trailer is attached to the tractor which is insured, it becomes the part of the tractor. We reproduce the Para 26 of the said judgment as under:

"The word "vehicle" mentioned in Section 147 is co-relatable to the word motor vehicles, which is stipulated in Section 146. Therefore, the expression vehicle wherever appearing in Chapter X(XI) has to be only read as motor vehicle. The principle of claim for compensation in accidents arising out of the use of the motor vehicle is based on tortuous liability and the negligence of the driver of the motor vehicle is a sine quo non for maintaining a claim under the provisions of the Act. Inasmuch as the trailer by itself cannot be driven and it has to be carried or towed with a motor vehicle namely a tractor or a like self-propelled vehicles. Therefore, the question of driving the trailer in a rash and negligent manner would not arise. It is only the prime mover or the motor vehicle which controls movement of



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the tractor and in case of the negligence driving of the trailer or the motor vehicle, the owner of the vehicle and its insurer alone will be made liable for payment of compensation. But, since the trailer is attached can it be said that trailer should also be independently insured so as to avoid the liability of compensation in case of rash and negligent driving by the driver. That contingency would not arise, as it is only a vehicle and not a motor vehicle. It may be for tax purposes, it is treated as a goods vehicle. But, under the provisions of the Motor Vehicles Act, no separate insurance is contemplated. When the trailer is attached to the tractor it becomes a tractor-trailer. There is no provision requiring the trailer to be separately insured to cover the third party risk. The reasons are obvious that it cannot be driven by the driver as in the case of motor vehicles or tractors. Thus, a separate distinction has been drawn between the motor vehicle and a vehicle i.e., visible in all



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the definitions and more especially in Chapter XI. The same situation also persists in Chapter X in case of no fault liability wherein it has been stated that whether a death or a permanent disability of any person has been resulted from an accident arising out of the use of a motor vehicle or motor vehicles and there is no reference to vehicle as such. This aspect was never considered in any of the decisions relied on by the learned Standing Counsel for the Insurance Company and also for other side.”

22. On careful perusal of the aforesaid judgment, it is evident that the Hon'ble Apex Court has held that where the trailer is attached to and being pulled by the tractor, and the accident occurs due to the rash and negligent driving of the tractor, the tractor and trailer constitute a composite vehicle and the trailer cannot be treated as a separate entity for the purpose of fastening liability. Therefore, liability cannot be apportioned separately to the trailer merely on the ground that it was involved in the accident. In such circumstances, the



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Insurance Company of the tractor is liable to satisfy the entire compensation awarded.

23. Further, the Co-ordinate Bench of this Court, in **NOOR BAIG** (supra), has held that where the accident occurs due to the use of the tractor and not on account of the use of the trailer, the Insurance Company of the tractor is liable to make good the compensation.

24. Applying the principles laid down in the aforesaid judgments to the facts and circumstances of the instant case, though a scratch mark was found on the trailer, the same, by itself, would not justify apportionment of liability between the tractor and trailer in the ratio of 50:50. The tractor and trailer having been involved as a composite vehicle, the Insurance Company of the tractor is liable to satisfy the entire compensation awarded to the claimant. However, as the trailer was not covered by a valid insurance policy, the Insurance Company shall be at liberty to recover 50% of the compensation so paid from the owner of the trailer, in accordance with law.



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25. Accordingly, the finding of the Tribunal with regard to liability is modified. The Insurance Company of the tractor is directed to pay the entire compensation awarded to the claimants within a period of six weeks from the date of receipt of a certified copy of this judgment and thereafter, is at liberty to recover the 50% of the compensation so paid from the owner of the Trailer, in accordance with law.

26. The apportionment of compensation amount shall be in terms of the award of the Tribunal.

27. The appeal is accordingly ***allowed in part.***

SD/-
(RAJESH RAI K)
JUDGE

CR
List No.: 1 Sl No.: 10