



CNR: KAHC010155462020

NC: 2026:KHC:47377  
MFA No. 4705 of 2020  
C/W MFA No. 4647 of 2020

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 1<sup>ST</sup> DAY OF SEPTEMBER, 2026**

**BEFORE**

**THE HON'BLE MR. JUSTICE RAJESH RAI K**

**M.F.A. NO. 4705 OF 2020 (MV-D)**

**C/W**

**M.F.A. NO. 4647 OF 2020 (MV-I)**

**IN M.F.A. No. 4705/2020**

**BETWEEN:**

1. M/S NATIONAL INSURANCE COMPANY LTD  
REGIONAL OFFICE  
NO.44, M.G. ROAD,  
BENGALURU - 560 001  
REPRESENTED BY G. SHIVAKUMAR  
ASSISTANT MANAGER

... APPELLANT

(BY SMT. GEETHA RAJ., ADVOCATE)

**AND:**

Digitally signed  
by PANKAJA S  
Location: HIGH  
COURT OF  
KARNATAKA

MR. SALLHAD JEENUR  
DEAD BY LRS

1. MR. HANUMANTHA RAO  
S/O MR. PRAHALLADA RAO  
AGED ABOUT 66 YEARS
2. MRS. SUMA  
W/O HANUMANTHA RAO  
AGED ABOUT 48 YEARS

R/AT ANCHE KACHERI ROAD,  
VADDARAHATTI CAMP,  
BASAPATTANA



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GANGAVATHI KOPPALA  
KARNATAKA - 583 235

3. MR. C.G. DAYASAGAR  
S/O MUNIRATHNAM C  
NO. 25/1, 5TH CROSS  
KRM LAYOUT  
THAVAREKERE  
BENGALURU - 560 068

... RESPONDENTS

(BY SMT. K. SHOBHA, ADVOCATE FOR R1 & R2;  
V/O DATED 01.08.2025,  
NOTICE TO R3 IS HELD SUFFICIENT)

THIS MFA FILED U/S.173(1) OF MV ACT, AGAINST THE  
JUDGMENT AND AWARD DT.30.01.2020 PASSED IN MVC  
NO.2452/2016 ON THE FILE OF THE II ADDITIONAL JUDGE  
AND ACMM, COURT OF SMALLCAUSES, BENGALURU (SCCH-  
13), AWARDED COMPENSATION OF RS.10,37,420/- WITH  
INTEREST AT 6 PERCENT P.A. FROM THE DATE OF PETITION  
TILL DEPOSIT.

**IN MFA NO. 4647/2020**

**BETWEEN:**

1. M/S NATIONAL INSURANCE COMPANY LTD  
REGIONAL OFFICE  
NO.144, M.G.ROAD,  
BEGNALURU-560 001  
REPRESENTED BY G.SHIVAKUMAR  
ASSISTANT MANAGER

... APPELLANT

(BY SRI. GEETHA RAJ., ADVOCATE)

**AND:**

1. MR. RAKESH JEWARGI  
S/O MR. SIDDARAMAPPA  
AGED ABOUT 30 YEARS



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R/AT NO.2/28, SUPER MARKER ROAD,  
NEAR HANUMAN TEMPLE, JAGHAT,  
GULBARGA-585 101.

2. MR. C.G. DAYASAGAR  
S/O MUNIRATHNAM C  
NO.25/1, 5TH CROSS,  
KRM LAYOUT, THAVARAKERE,  
BENGALURU-560 068.

... RESPONDENTS

(BY SRI. NAIK RAMACHANDRA RAMA., ADVOCATE FOR R1;  
V/O DATED 10.04.2026, NOTICE TO R2 IS HELD  
SUFFICIENT)

MFA FILED U/S 173(1) OF MV ACT AGAINST THE  
JUDGMENT AND AWARD DATED 30.01.2020 PASSED IN  
MVC NO.2451/2016 ON THE FILE OF THE II ADDITIONAL  
JUDGE AND ACMM, COURT OF SMALL CAUSES, M.A.C.T.,  
BENGALURU (SCCH-13), AWARDED COMPENSATION OF  
RS. 4,37,017/- WITH INTEREST AT 6 PERCENT P.A. FROM  
THE DATE OF PETITION TILL DEPOSIT.

THESE APPEALS, COMING ON FOR ADMISSION, THIS  
DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:  
CORAM: HON'BLE MR. JUSTICE RAJESH RAI K

### **ORAL JUDGMENT**

M.F.A.No. 4705/2020 arise out of the judgment and  
award passed in M.V.C.No. 2452/2016 dated 30.01.2020 by the  
Additional Small Causes Judge and the Motor Accident Claims  
Tribunal at Bengaluru (SCCH-13), (for short, 'the Tribunal'),  
whereby the Tribunal, partly allowed the claim petition filed by



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the claimants and awarded a compensation of Rs.10,37,420/- with interest at the rate of 6% per annum.

2. M.F.A.No. 4647/2020 arise out of the judgment and award passed in M.V.C.No. 2451/2016 dated 30.01.2020 by the Tribunal, whereby the Tribunal, partly allowed the claim petition filed by the claimant and awarded a compensation of Rs.4,37,017/- with interest at the rate of 6% per annum.

3. Since both the appeals arise out of the same accident, they are heard together and disposed of by this common judgment.

4. The brief facts necessary for the disposal of these appeals are that, on 01.11.2015 at about 04.00 a.m., Sallhad Jeenur - the claimant in MVC No.2452/2016, along with his five friends, proceeded on a trip to Shivanasamudra Bluff from Bengaluru on three motorcycles. One Rakesh - the claimant in MVC No.2451/2016, was riding the motorcycle bearing registration No. KA-37-Y-3860, on which Sallhad Jeenur was travelling as a pillion rider. When they reached a place called



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Bharachukki Falls, the driver of the Tata Indica car bearing registration No. KA-05-AE-6726, proceeding from Bharachukki Falls towards Sathyagala Handpost, drove the car at a high speed and in a rash and negligent manner and dashed against the motorcycle on which the claimant was travelling. Due to the impact, Sallhad Jeenur sustained injuries all over his body. Immediately thereafter, he was shifted to Aravindaa Hospital, Mysuru, where he was admitted as an inpatient for treatment. Subsequently, he filed a claim petition in M.V.C. No.2452/2016, seeking compensation for the accidental injuries sustained by him.

5. Though Sallhad Jeenur had taken treatment at Aravindaa Hospital, Mysuru, he died during the pendency of the proceedings before the Tribunal. Consequently, his legal representatives were brought on record in M.V.C. No.2452/2016..

6. Upon assessment of oral and documentary evidence, the Tribunal partly allowed the claim petition and awarded the compensation of Rs.10,37,420/-.



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7. Whereas, the rider of the said motorcycle, namely, Rakesh Jewargi, also sustained injuries. He was immediately shifted to Aravindaa Hospital, Mysuru, where he was admitted as an inpatient and underwent treatment. Subsequently, he filed a claim petition in M.V.C. No.2451/2016, seeking compensation for the accidental injuries sustained by him..

8. The Tribunal upon assessment of the oral and documentary evidence, partly allowed the claim petition and awarded a compensation of Rs.4,37,017/- with interest at 6% per annum.

9. These two judgments and awards are challenged by the Insurance Company in these two appeals.

10. Heard the learned counsel for the Insurance Company, so also the claimants.

11. Apart from urging several contentions, learned counsel for the Insurance Company primarily contended that the Tribunal grossly erred in partly allowing the claim petition and awarding compensation to the claimants. She contended



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that the Insurance Company had placed sufficient material and evidence before the Tribunal to establish that the offending vehicle, i.e., Tata Indica car bearing registration No. KA-05-AE-6726, was not covered under any insurance policy issued by the appellant. According to her, the insurance policy relied upon by the claimants at Ex.R.9 is a forged and concocted document. Placing reliance on the original policy issued by the appellant-Insurance Company at Ex.R.5, she contended that the said policy was valid from 18.10.2014 to 17.10.2015, whereas the accident occurred on 01.11.2015.

12. However, Ex.R.9, i.e., the insurance policy produced by the respondents-claimants, discloses that the said policy was issued on 18.10.2014 and that the certificate-cum-policy number is the same as that of Ex.R.5. According to her, the said policy was not issued by the appellant and is a concocted and tampered document created for the purpose of maintaining a frivolous claim. She further contended that the testimony of R.W.1, the authorised officer of the Insurance Company, clearly establishes that Ex.R.9 was not issued by the Company. Hence, she submits that the Tribunal was not



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justified in fastening liability upon the Insurance Company. She further submits that the burden of proving Ex.R.9 to be a original document lies upon the claimants. Accordingly, she prays that these appeals be allowed and the claim petitions filed against the Insurance Company be dismissed.

13. *Per contra*, Learned counsel for the claimants in both the appeals jointly contend that the Tribunal was justified in partly allowing the claim petitions and awarding compensation by fastening the liability upon the Insurance Company. According to them, Ex.R.9-policy was issued by the appellant-Insurance Company and was valid from 18.10.2015 to 17.10.2016. Since the accident occurred during the subsistence of the policy, the Insurance Company is liable to satisfy the compensation awarded. They further contend that, having issued the policy, the Insurance Company cannot deny its liability without adducing reliable evidence and producing documents to establish that the policy was forged. According to them, the burden of proving Ex.R.9 to be a forged document lies upon the Insurance Company. This aspect has been properly considered by the Tribunal, which has rightly fastened



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the liability upon the Insurance Company and awarded compensation. They further contend that R.W.1, the officer of the Insurance Company, admitted in her cross-examination that M/s. Prerana Motors is an authorised agent of the appellant-Insurance Company, though she denied that Ex.R.9 was issued by M/s. Prerana Motors. However, they contend that the Tribunal has awarded meagre compensation. On these grounds, they pray that the appeal filed by the Insurance Company be dismissed and the compensation be enhanced.

14. I have given my anxious consideration to the submissions of the learned counsel for the parties and perused the entire evidence and documents on record.

15. As could be gathered from the records, the occurrence of the accident in question, the death of Sallhad Jeenur and the injuries sustained by Rakesh Jewargi are not in dispute. It is also not in dispute that the accident occurred due to the rash and negligent driving of the driver of the Tata Indica car bearing registration No. KA-05-AE-6726. However, insofar as the contention of the learned counsel for the appellant-



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Insurance Company that the said car was not covered under the insurance policy issued by the appellant as on the date of the accident is concerned, I have carefully examined the policy produced by the Insurance Company at Ex.R.5. On perusal of the same, it is evident that the said policy was issued on 18.10.2014 and was valid from 18.10.2014 to 17.10.2015. Admittedly, the accident occurred thereafter.

16. The Insurance Company raised a specific contention before the Tribunal that there was no policy coverage as on the date of the accident. Accordingly, the claimants examined the Investigating Officer as R.W.2. During his evidence, a policy was confronted to him and the same was marked as Ex.R.9. According to the claimants, Ex.R.9 was issued by M/s. Prerana Motors, which is an authorised agent of the appellant-Insurance Company. The date of issuance of Ex.R.9 is 18.10.2014, which is the same as that of Ex.R.5. Moreover, the certificate-cum-policy number mentioned in Ex.R.9 is also the same as that mentioned in Ex.R.5. On these two counts, learned counsel for the Insurance Company vehemently contended that Ex.R.9 is a tampered document. However, while analysing the evidence



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relating to these two documents, the Tribunal held that R.W.1, the authorised person of the Insurance Company, admitted in her evidence that M/s. Prerana Motors was an authorised agent of the appellant-Insurance Company for issuing insurance policies. Hence, the burden shifted upon the Insurance Company to establish that Ex.R.9 is a concocted document.

17. On careful examination of the testimony of R.W.1, the authorised person of the appellant-Insurance Company, it is evident that she has categorically stated in her evidence that Ex.R.9 is a concocted document and was not issued by the appellant-Insurance Company. Moreover, such a stand was taken by the Insurance Company at the earliest point of time, i.e., in the written statement itself.

18. As discussed supra, there are contradictions with regard to the date of issuance of Ex.R.9 as well as the policy number, coupled with the evidence of R.W.1. Hence, I am of the considered view that the Tribunal was not justified in holding that the burden was upon the Insurance Company to prove that the said document was a tampered document. When



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the Insurance Company specifically disputes the genuineness of a document, the burden shifts upon the claimants or the owner who obtained the said policy to establish its genuineness by producing documents evidencing payment of the premium amount and by examining the authorised person who received the premium amount from the insured. In the instant case, admittedly, the policyholder of the vehicle remained *ex-parte* before the Tribunal. The claimants also did not make any attempt to examine him to establish the genuineness of Ex.R.9. The claimants cannot contend that Ex.R.9 is a genuine document when its genuineness was specifically disputed by the Insurance Company and its authorised person was examined in support of such contention.

19. The other observation made by the Tribunal that the Insurance Company ought to have obtained a report from the FSL to establish that Ex.R.9 is a tampered document is also unacceptable and unsustainable. This is for the simple reason that the Insurance Company has specifically denied the issuance of the said document and, as such, cannot be called upon to prove a negative. Per contra, the genuineness of the



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document has to be established by the claimants or the insured. Hence, the finding of the Tribunal cannot be sustained and warrants interference by this Court.

20. At this juncture, learned counsel for the claimants contended that, if an opportunity is granted to the claimants to establish the genuineness of Ex.R.9, they are ready to examine the insured/owner of the vehicle who obtained the policy, as well as the authorised person of M/s. Prerana Motors, with regard to the receipt of the premium amount and issuance of the policy. This submission made by learned counsel for the claimants is not seriously opposed by learned counsel for the Insurance Company.

21. I find substantial force in the said contention of the learned counsel for the claimants, since, on the one hand, the document is disputed by the Insurance Company, while, on the other hand, the claimants contend that the same is a genuine document. The genuineness of the document has to be established, and the burden lies upon the claimants to prove the same by examining the authorised person of M/s. Prerana



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Motors and by producing, if any, documents evidencing payment of the premium.

22. In light of the above, the matter requires reconsideration at the hands of the Tribunal by extending opportunity to both the parties to lead evidence so also to produce documents, if any. Accordingly, the following:

ORDER

- i) Both the appeals are ***allowed***.
- ii) Judgments and awards passed in M.V.C.No. 2452/2016 and M.V.C.No. 2451/2016 dated 30.01.2020 by the Additional Small Causes Judge and the Motor Accident Claims Tribunal at Bengaluru, are set aside.
- iii) The matter is remitted back to the Tribunal for fresh consideration after extending opportunity to both the parties to lead evidence and to produce documents if any.
- iv) The Tribunal is at liberty to frame additional issues if any to adjudicate the dispute.
- v) The parties shall appear before the Tribunal on 26.10.2026 without further notice. All the contentions are left open.



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vi) The Tribunal is requested to dispose of the claim petitions at the earliest keeping in mind that the accident is of the year 2016.

vii) The amount in deposit shall be transmitted to the Tribunal and shall be kept in an interest bearing fixed deposit.

**SD/-**  
**(RAJESH RAI K)**  
**JUDGE**

VP