



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 13TH DAY OF JULY, 2026

PRESENT

THE HON'BLE MR. JUSTICE JAYANT BANERJI

AND

THE HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

M.F.A.NO. 3613 OF 2019 (MV-DM)

BETWEEN:

THE BRANCH MANAGER,
RELIANCE GENERAL INSURANCE
COMPANY LTD., 1ST FLOOR,
KRUTIKA ARCADE, N.R.CIRCLE,
H.N.PURA ROAD, HASSAN,
HASSAN DIST-573 201.

NOW REP. BY ITS MANAGER,
RELIANCE GENERAL INSURANCE
COMPANY LTD., NO.28,
5TH FLOOR, CENTENARY BUILDING,
EAST WING, NEAR CITY BANK,
M.G.ROAD, BENGALURU-560 001.

...APPELLANT

(BY SRI.B.PRADEEP., ADVOCATE)

AND:

1. SMT.K.A.SOWMYA,
W/O LATE JAGADEESHA.K.N,
2. SAMARTH,
S/O LATE JAGADEESHA K.N,
AGED ABOUT 5 YEARS,

Digitally
signed by K S
RENUKAMBA
Location:
High Court of
Karnataka



3. MOHITH,
S/O LATE JAGADEESHA K.N,
AGED ABOUT 3 & 1/2 YEARS,

RESPONDENTS NO.2 AND 3
ARE MINORS, REP. BY THEIR
NATURAL GUARDIAN AND MOTHER
K.A.SOWMYA
4. SMT.NAGAMMA,
W/O NARASHIMEGOWDA,
AGED ABOUT 73 YEARS,
5. NARASHIMEGOWDA,
S/O LATE BETTEGOWDA,
AGED ABOUT 83 YEARS,

ALL ARE R/AT:
KODIHALLI VILLAGE,
RAYASAMUDRA POST,
SHEELANERE HOBLI,
K.R.PET TALUK,
MANDYA DISTRICT.
6. MANJEGOWDA.H,
S/O LATE HUCCHE GOWDA,
AGED ABOUT 50 YEARS,
R/O UYGONAHALLI VILLAGE,
SHEELANERE HOBLI,
K.R.PET TALUK, MANDYA DIST
(OWNER OF TRACTOR
REG NO.KA-45-T/7856)

...RESPONDENTS

(BY SRI.RAJARAM SOORYAMBAIL., ADVOCATE FOR R6;
R1, R4, R5 SERVED; (R2 & R3 ARE MINORS REP. BY R1)

THIS MFA FILED U/S 173(1) OF MV ACT, AGAINST THE
JUDGMENT AND AWARD DATED 23/01/2019, PASSED IN MVC
NO.1551/2016, ON THE FILE OF THE SENIOR CIVIL & JMFC.,
K.R.PET, AWARDING COMPENSATION OF RS.19,69,400/- WITH



FUTURE INTEREST AT THE RATE OF 9% P.A., FROM THE DATE OF PETITION TILL THE DATE OF REALIZATION OF THE ENTIRE AMOUNT.

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

CORAM: HON'BLE MR. JUSTICE JAYANT BANERJI
AND
HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL

ORAL JUDGMENT

(PER: HON'BLE MR. JUSTICE VIJAYKUMAR A. PATIL)

This appeal is filed by the Reliance General Insurance Company Limited, who is respondent No.2 before the Tribunal, challenging the Judgment and Award dated 23.01.2019 in MVC No.1551/2016 passed by the learned Senior Civil Judge and JMFC and MACT, K.R. Pet (hereinafter referred as 'Tribunal').

2. Sri. B. Pradeep, learned counsel appearing for the appellant-Insurance Company submits that the Tractor involved in the accident in question was insured with the appellant. According to the facts of this case, the accident in question occurred on 22.08.2016 at about 11.00 a.m., when the deceased K.N. Jagadeesha had been to the land



of one Shivaraju in Atimaranahally village and stood on the down portion of the said land to inquire the driver, who was ploughing the land regarding the hire amount at that time the driver drove the said tractor rashly and negligently so as to endanger human life and when he suddenly applied break, the Tractor capsized on the deceased Jagadeesh, as a result of which, he died on the spot.

3. It is the contention of the learned counsel for the appellant that, use of the Tractor was in violation of the policy conditions, as the material on record indicates that, when the Tractor was being used on hire basis, the land belonged to some other person and when he went to collect the hire amount, the accident has occurred and the first claimant's husband has died. Hence, the Insurance Company is not liable to make good the compensation amount, as there is a clear violation of the policy condition. It is further submitted that award of interest by the Tribunal at 9% per annum without any proper reason,



is on a higher side and hence, he seeks for reduction of rate of interest from 9% to 6% per annum.

4. Sri. Rajaram Sooraymbail, learned counsel appearing for the Respondent No.6-Owner of the Tractor supports the award of the Tribunal and submits that there is no evidence on record to substantiate the contention of the appellant-Insurance Company that the vehicle in question was used in some other's land by taking the same on hire basis, and hence, there is no violation of the policy condition, and the policy was in force at the time of the accident in question. Hence, the Tribunal has rightly come to the conclusion that, the appellant-Insurance Company is liable to pay compensation. Hence, he seeks for dismissal of the appeal.

5. We have heard the learned counsel for the appellant-Insurance Company and the learned counsel for Respondent No.6-Owner, and meticulously perused the material on record.



6. Having heard the learned counsel appearing on both sides, the point that arises for consideration is,-

"Whether the impugned judgment and award passed by the Tribunal calls for any interference by this Court?"

The answer to the above point is in negative for the following reasons.

7. The appellant-Insurance Company is in appeal mainly on the ground that the Tractor bearing Registration No.KA.45.T.7856 was insured with the appellant-Insurance Company and the said Tractor was owned by Respondent No.6 and the driver of the said Tractor, in violation of the policy terms, used the same for cultivation of some other person's land by taking it on hire basis and at that time accident occurred. It is required to be noticed that, in order to substantiate the said contention, the appellant-Insurance Company has not produced any evidence before the Tribunal. The claimants in order to prove their claim, have examined PW.1 and PW.2 and got marked Exs. P1 to



P17. But, the appellant-Insurance Company has not led any evidence. Hence, the said contention of the appellant-Insurance Company cannot be accepted. The Tribunal considering the oral and documentary evidence on record has rightly come to a conclusion that, the accident has occurred due to the actionable negligence on the part of the driver of the tractor, which was insured with the appellant-insurance company. We do not find any error in the said finding of the Tribunal.

8. In so far as the award of interest is concerned, the Tribunal assigns reasons at Paragraph No.24 of its judgment and comes to a conclusion to award interest at 9% per annum. It is also required to be noted that the claimants are required to be awarded with just compensation and award of interest being discretion of the Court, taking into account various factors, the Tribunal has awarded interest at 9% per annum. We do not find any error in the award of interest. Accordingly, the appeal is devoid of merit and the same is rejected.



9. The records shall be transmitted back to the concerned Tribunal along with amount in deposit.

No orders as to costs.

Sd/-
(JAYANT BANERJI)
JUDGE

Sd/-
(VIJAYKUMAR A. PATIL)
JUDGE

KGR
List No.: 1 Sl No.: 24