



CNR: KAHC010261552019

NC: 2026:KHC:51123
MFA No. 6996 of 2019

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 18TH DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MR. JUSTICE RAVI V HOSMANI

MISCELLANEOUS FIRST APPEAL NO.6996 OF 2019(MV-I)

BETWEEN:

SRI RAJU
S/O SEENAPPA
AGED ABOUT 45 YEARS
R/AT NO.3/5,
KANAKAPURA MAIN ROAD,
NEAR GOVT.SCHOOL,
GOTTIGERE PALYA,
THALAGHATTAPURA
BENGALURU - 560 062.

...APPELLANT

(BY SRI G K SHIVA PRAKASH, ADVOCATE)

AND:

1. SRI V GALAPPA
S/O VENAKTARAMANAPPA
AGED ABOUT 27 YEARS
R/AT NO.26, GOTTIGEREPALYA,
B S K 6TH STAGE, 6TH BLOCK,
VIDYAPEETA POST, KENGERI HOBLI,
BENGALURU - 560 062.

2. RELIANCE GENERAL COMPANY LTD.,
NO 28, 5TH FLOOR,
CENTENARY BUILDING
M G ROAD, BENGALURU - 560 001.

...RESPONDENTS

(BY SRI V.MUNIRAJ, ADVOCATE FOR R1;
SRI H.C.BETSUR, ADVOCATE FOR 2)

Digitally signed
by ANUSHA V
Location: High
Court of
Karnataka



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THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST THE JUDGMENT AND AWARD DATED 26/02/2018, PASSED IN MVC NO.2277/2016, ON THE FILE OF THE XXI ACMM., & XXIII ADDITIONAL SMALL CAUSES JUDGE AND MACT, BENGALURU, AWARDED COMPENSATION OF RS.4,38,900/- ALONG WITH INTEREST AT 8% P.A., FROM THE DATE OF PETITION TILL THE DATE OF DEPOSITING THE AMOUNT.

THIS APPEAL, COMING ON FOR *ADMISSION*, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE RAVI V HOSMANI

ORAL JUDGMENT

Challenging judgment and award dated 26.02.2018 passed by XXI A.C.M.M and XXIII A.S.C.J., Bengaluru ('**Tribunal**') in MVC no.2277/2016, this appeal is filed.

2. Sri GK Shiva Prakash, learned counsel for appellant submitted that appeal was by owner of vehicle challenging award on liability.

3. Brief facts leading to this appeal, as stated, are that at 7:10 p.m. on 17.04.2015, when claimant rider of motorcycle no.KA-41/U-4704 had stopped to fill fuel at petrol-bunk, driver of Lorry no.KA-29/3005 drove it in rash and negligent manner



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dashed it against claimant causing injuries. Despite treatment at NIMHANS, St.John's Hospital and Meenakshi Hospitals at Bangalore, he did not recover fully and sustained loss of earning capacity. Claiming compensation, he filed claim petition in MVC no.2277/2016 under Section 166 of Motor Vehicles Act, 1988 ('**MV Act**') against owner and insurer of lorry.

4. Claim petition was opposed on all grounds. Based on same Tribunal framed issues and recorded evidence. Claimant deposed as PW.1 and got marked Exs.P1 to P14. Owner as well as insurer were examined as RWs.1 and 2 and got marked Exs.R1 to R6.

5. It was submitted that though appellant - owner specifically contented before Tribunal that owner of vehicle had paid premium amount towards purchase of insurance coverage to agent of insurance company on 17.04.2015 and obtained receipt, policy issued showed date of commencement of coverage as from midnight of 18.04.2015 to 17.04.2016. It was submitted that accident had occurred after receipt of premium amount and therefore, appellant - owner was entitled for



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indemnification by insurer. However without considering valid aspect Tribunal fastened liability on owner absolving insurer. Assailing same, appeal was filed.

6. It was submitted that High Court of Kerala in case of **National Insurance Company v. Sudhakaran and Ors.**, reported in **2019 ACJ 1162** had under similar circumstances held coverage of insurance would commence from date of receipt of premium amount and said ratio would aid appellant - owner and sought for allowing appeal.

7. On other hand, Sri H.C. Betsur, learned counsel for respondent no.2 - insurer opposed appeal. It was submitted that for assumption of risk, date and time mentioned in policy would be sole criteria. Since accident in question occurred prior to period of coverage, Tribunal had rightly absolved insurer and there would be no scope for interference. On said ground sought for dismissal.

8. Heard learned counsel, perused impugned judgment and award.



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9. From above and since owner is in appeal challenging finding on liability, sole point that arises for consideration is:

"Whether Tribunal was justified in holding owner liable to pay compensation?"

10. Same is answered in affirmative for following reasons:

- (i) There is no dispute about occurrence of accident at 7:10 p.m. on 17.04.2015. Though, insurance policy issued shows date of payment of insurance premium of Rs.16,450/- as on 17.04.2015, policy very clearly mentions commencement of coverage of insurance as midnight of 18.04.2015 to 17.04.2016.
- (ii) This Court in MFA no.201698/2017 [2023:KHC-K:7386] (in **Neelamma's** case) under similar circumstances and referring to decisions of Hon'ble Supreme Court in **New India Insurance Co. Ltd. V. Sita Bai**, reported in **(1997) 7 SCC 575**; **National Insurance Co. Ltd. v. Jikubhai Nathuji Dhabhi**, reported in **(1997) 1 SCC 66** and **National Insurance Co. Ltd. v. Sobina Iakai**, reported in **(2007)**



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7 SCC 786 has held that insurance coverage would commence from date and time specifically incorporated in policy and not from any earlier point of time. Same would squarely cover issue in question and unfortunately against appellant - owner.

11. In view of above, ratio in a decision relied upon would pale into insignificance. Consequently, appeal is ***dismissed***. Amount in deposit is ordered to be transmitted to Tribunal for disbursal.

**Sd/-
(RAVI V HOSMANI)
JUDGE**

GRD
List No.: 1 Sl No.: 28