



CNR: KAHC010347322021

NC: 2026:KHC:38430
MFA No. 4633 of 2021
C/W MFA No. 4526 of 2021
MFA No. 4674 of 2021

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 24TH DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE RAJESH RAI K

MISCELLANEOUS FIRST APPEAL NO.4633 OF 2021(MV-I)

C/W

MISCELLANEOUS FIRST APPEAL NO.4526 OF 2021(MV-I)

MISCELLANEOUS FIRST APPEAL NO.4674 OF 2021(MV-I)

IN MFA No. 4633/2021

BETWEEN:

HARISH P
S/O PUTTEGOWDA
AGED ABOUT 46 YEARS
R/AT BEERASHETTYHALLI VILLAGE
PANDAVAPURA TALUK
MANDYA DISTRICT - 571 434

...APPELLANT

Digitally signed
by PANKAJA S
Location: HIGH
COURT OF
KARNATAKA

(BY SRI. VIJAY KUMAR T, ADVOCATE)

AND:

1. MANAGER
IFFCO TOKIO GEN. INSURANCE CO LTD.,
NO.846, NEW KANTHARAJ URA ROAD
AKSHAYABHANDRA, KUVEMPU NAGAR
MYSURU - 570 023
2. PRAKASH V
S/O VENKATAPPA
MAJOR
R/AT HARALAHALLI VILLAGE
PANDVAPURA TALUK



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MANDYA DISTRICT - 571 434

...RESPONDENTS

(BY SRI. SANMATHI E.I, ADVOCATE FOR R1,
NOTICE TO R2 DISPENSED WITH)

THIS MFA IS FILED U/S.173(1) OF MV ACT, AGAINST THE
JUDGMENT AND AWARD DT.05.04.2021 PASSED IN MVC
NO.1382/2015 ON THE FILE OF THE SENIOR CIVIL JUDGE AND
MACT, PANDAVAPURA, PARTLY ALLOWING THE CLAIM
PETITION FOR COMPENSATION AND SEEKING ENHANCEMENT
OF COMPENSATION.

IN MFA NO. 4526/2021

BETWEEN:

SHOBHA P
W/O HARISH P,
AGED ABOUT 31 YEARS,
R/AT BEERASHETTYHALLI VILLAGE,
PANDAVAPURA TALUK,
MANDYA DISTRICT-571 434

...APPELLANT

(BY SRI. VIJAY KUMAR T, ADVOCATE)

AND:

1. MANAGER
IFFCO TOKIO GEN INSURANCE CO LTD.,
NO.846, NEW KANTHARAJ URS ROAD,
AKSHAYABHANDRA, KUVEMPU NAGAR,
MYSURU-570023
2. PRAKASH V
S/O VENKATAPPA,
MAJOR,
R/AT HARALAHALLI VILLAGE,
PANDAVAPURA TALUK,
MANDYA DISTRICT-571 434

...RESPONDENTS



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(BY SRI. SANMATHI E.I, ADVOCATE FOR R1,
NOTICE TO R2 SERVED AND UNREPRESENTED)

THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST
THE JUDGMENT AND AWARD DATED. 05.04.2021, PASSED
IN MVC NO.1384/2015, ON THE FILE OF THE SENIOR CIVIL
JUDGE AND MACT, PANDAVAPURA, PARTLY ALLOWING THE
CLAIM PETITION FOR COMPENSATION AND SEEKING
ENHANCEMENT OF COMPENSATION.

IN MFA NO. 4674/2021

BETWEEN:

H PRAKRUTHI
D/O HARISH P
AGED ABOUT 13 YEARS,
(SINCE BEING MINOR REP BY HER NATURAL
GUARDIAN MOTHER BY NAME
SHOBHA W/O HARISH P)
AGED ABOUT 35 YEARS,
R/AT BEERASHETTYHALLI VILLAGE
PANDAVAPURA TALUK
MANDYA DISTRICT-571 434

...APPELLANT

(BY SRI. VIJAY KUMAR T, ADVOCATE)

AND:

1. MANAGER
IFFCO TOKIO GEN. INSURANCE CO.LTD
NO.846, NEW KANTHARAJ URS ROAD
AKSHAYABHANDRA, KUVEMPU NAGAR
MYSURU -570 023
2. PRAKASH V
S/O VENKATAPPA
MAJOR, R/AT HARALAHALLI VILLAGE
PANDAVAPURA TALUK
MANDYA DISTRICT- 571 434



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...RESPONDENTS
(BY SRI. SANMATHI E.I, ADVOCATE FOR R1,
NOTICE TO R2 SERVED AND UNREPRESENTED)

THIS MFA IS FILED U/S.173(1) OF MV ACT, AGAINST THE JUDGMENT AND AWARD DT.05.04.2021 PASSED IN MVC NO.1383/2015 ON THE FILE OF THE SENIOR CIVIL JUDGE AND MACT, PANDAVAPURA, PARTLY ALLOWING THE CLAIM PETITION FOR COMPENSATION AND SEEKING ENHANCEMENT OF COMPENSATION.

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

CORAM: HON'BLE MR. JUSTICE RAJESH RAI K

ORAL JUDGMENT

These appeals are directed against the common judgment and award dated 05.04.2021 passed in MVC Nos.1382-1384/2015 on the file of Senior Civil Judge and MACT at Pandavapura (for short 'the Tribunal'), whereby the Tribunal partly allowed the claim petitions filed by the claimants. Being dissatisfied with the compensation awarded by the Tribunal, the claimant-Harish P. in MVC No.1382/2015 filed MFA No.4633/2021, the claimant-Shobha P. in MVC No.1384/2015 filed MFA No.4526/2021 and the claimant-H. Prkruthi in MVC No.1383/2015 filed MFA No.4674/2021.



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2. The fact that the accident occurred and the further fact that the claimants in all these appeals sustained injuries in the said accident are not in dispute.

3. Heard learned counsel for the respective parties.

4. The contention of learned counsel for the insured in all the appeals is that the Tribunal has grossly erred by passing the order of pay and recovery by directing the Insurance Company to make good the payment and thereafter to recover the same from the insured for the reason that though the Insurance Company has issued the insurance policy to the offending Truck with effect from 31.01.2015 to 30.01.2016 by receiving cheque issued under Ex.R2, the same was dishonoured for the reason 'Funds Insufficient', as such, the Insurance Company has cancelled the insurance policy. The said cancellation intimation was not sent to the insured and no such documents were placed before the Tribunal to substantiate that the intimation of cancellation of policy was served to the insured. In such circumstances, according to the learned counsel, the Tribunal ought not have ordered for pay and recovery as per the judgment of the Co-ordinate Bench of



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this Court in ***SRIKANTA M.R. vs. GEETHA AND ANOTHER - 2023 (1) Kar. L.R 583.***

5. *Per contra*, learned counsel for the Insurance Company has contended that in view of the cancellation of insurance policy due to dishonour of cheque, as on the date of accident, the policy was not in existence. In such circumstance, the Tribunal was justified in passing the order of pay and recovery.

6. I have given my anxious consideration to the submission made by learned counsel for the respective parties and perused the impugned judgment and awarded and other documents made available before this Court.

7. In view of the judgment passed by the Co-ordinate Bench of this Court in the case of ***Srikanta M.R.*** stated supra, when the Insurance Company has neither produced any document for having given the intimation of cancellation of policy nor has produced any acknowledgment of the insured, the Insurance Company cannot avoid the liability of payment of



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compensation. The relevant discussion held in paragraph No.21 of the said judgment is as under:

"21. Having considered the principles [laid down in](#) the judgments referred supra and these are the judgments considered by the Apex Court after the regulations of 2002 which have been pointed out by the counsel for the Insurance Company. The Apex Court also discussed with regard to [Section 64VB](#) of the Insurance Act and the judgment of Balkar Ram and Laxmamma and also the earlier judgments which have been referred, it is very clear that the Court has to take note of the public interest in respect of third parties are concerned and ordered to pay the compensation. In the case on hand also the claimant is a third party who was the driver of the auto and offending vehicle was suddenly stopped as a result, he went and dashed against the said lorry and sustained injuries and when the claimant is a third party, as observed by the Apex Court in the judgment of Inderjit Kaur held that even if he was entitled to avoid the policy for not having received the premium, held, nonetheless liable for third party risk as the public interest served by an insurance policy must prevail over the insurer interest and hence, I do not find any force in the contention of the counsel for the Insurance Company that the Insurance Company is not liable to pay compensation. In the subsequent judgment of [Seema Malotra](#)' case, the Apex Court held that the insurer is under no obligation to perform his part of the contract, except in relation to his statutory liabilities in respect of third parties. Hence, it is clear that it is a statutory liability in relation to third parties. The Apex Court also in the judgment of [Laxmamma](#)'s case it is held that the statutory liability of insurer to indemnify third parties which policy covered subsists and insurer has to satisfy award of compensation unless policy of insurance



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was cancelled by insurer and intimation of such cancellation had reached insured before the accident."

8. Applying the findings of the above judgment to the facts and circumstances of the instant case, since the Insurance Company has failed to produce any documents in respect of intimation of cancellation of policy having reached to the insured, I am of the considered view that the Insurance Company is liable to make good the compensation payable to the claimants. Accordingly, the order of the Tribunal with regard to fastening the liability on the insured is set aside and the Insurance Company is directed to pay the compensation to the claimants.

9. As regards the quantum of compensation, the same has been dealt with individually as under:

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10. The Tribunal, on assessment of evidence, has awarded the following sums as compensation:

Sl. No.	Particulars	Amount in (Rs.)
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1.	Towards conveyance expenses	10,000
2.	Towards pain, suffering and trauma	35,000
3.	Towards attendance charges	1,750
4.	Towards food and nourishing expenses	1,750
5.	Towards medical expenses	76,539
6.	Towards loss of income during the period of treatment	30,000
7.	Towards loss of future income	2,16,000
8.	Toward discomfort, unhappiness and loss of life expectation	50,000
	Total	4,21,039

11. The Tribunal, on an analysis of the medical evidence, has concluded that the claimant has suffered disability to the extent of 12% to the whole body.

12. I have perused the evidence of PW.2-Doctor and the wound certificate. Since the Doctor has assessed the disability at 36.50% to the whole body, the Tribunal has assessed the disability at 12%. Having regard to the nature of the injuries sustained by the claimant and having perused the medical records, I deem it appropriate to assess the disability at 15%.



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13. The Tribunal has determined the monthly income, notionally at Rs.10,000/- considering the chart prepared by the Karnataka State Legal Services Authority. However, in respect of the accident of the year 2015, the monthly income determined by Karnataka State Legal Services Authority would be Rs.9,000/-. As such, since there is no credible evidence to determine the monthly income of the claimant and since the accident was of the year 2015, the said amount of Rs.9,000/- is considered as the notional income.

14. As the claimant was aged 40 years, a multiplier of '15' would have to be applied. Consequently, the claimant would be entitled to a sum of **Rs.2,70,000/-** (10,000 x 12 x 15 x 15%) towards '*loss of future income*'.

15. Having regard to the injuries suffered by the claimant, the claimant would be entitled to a sum of **Rs.50,000/-** towards '*pain and suffering*' as against Rs.35,000/- awarded by the Tribunal.



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16. The sum awarded as '*medical expenses*' at **Rs.76,539/-**, being based on documentary evidence, do not call for modification and hence confirmed.

17. The sums awarded under the remaining heads, being just and proper, are affirmed.

18. Consequently, the award of the Tribunal is modified and the claimant would be entitled to the following compensation:

Sl. No.	Compensation under different Heads	As awarded by the Tribunal (Rs.)	As awarded by this Court (Rs.)
1.	Towards conveyance expenses	10,000	10,000
2.	Towards pain, suffering and trauma	35,000	50,000
3.	Towards attendance charges	1,750	1,750
4.	Towards food and nourishing expenses	1,750	1,750
5.	Towards medical expenses	76,539	76,539
6.	Towards loss of income during the period of treatment	30,000	30,000
7.	Towards loss of future income	2,16,000	2,70,000
8.	Toward discomfort, unhappiness and loss of life expectation	50,000	50,000
	Total	4,21,039	4,90,039



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19. Thus, the claimant is held entitled to the total compensation of **Rs.4,90,039/-** as against Rs.4,21,039/-, along with interest at the rate of 6% per annum from the date of petition till its realization.

20. The Insurance Company is directed to deposit the amount of compensation awarded within six weeks from the date of receipt of a certified copy of this judgment.

21. The appeal is accordingly ***allowed in part***. The amount in deposit, if any, shall be transmitted to the Tribunal.

IN MFA NO.4526/2021

22. Having regard to the nature, gravity and the lasting effects of the injuries suffered by the claimant, I deem it appropriate to award additional compensation of Rs.70,000/- as global compensation, in addition to what has been awarded by the Tribunal as global compensation i.e., Rs.30,000/-. Thus, the claimant is held entitled to the total compensation of **Rs.1,00,000/-** along with interest at the rate of 6% per annum from the date of petition till its realization.



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23. The Insurance Company is directed to deposit the amount of additional compensation awarded within six weeks from the date of receipt of a certified copy of this judgment.

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

IN MFA NO.4674/2021

25. The Tribunal, on assessment of evidence, has awarded the following sums as compensation:

Sl. No.	Particulars	Amount in (Rs.)
1.	Towards conveyance expenses	10,000
2.	Towards pain, suffering and trauma	35,000
3.	Towards attendance charges	1,750
4.	Towards food and nourishing expenses	1,750
5.	Towards medical expenses	53,833
6.	Towards loss of income during the period of treatment	30,000
7.	Towards loss of future income	1,93,800
8.	Toward discomfort, unhappiness and loss of life expectation	30,000
	Total	3,56,133



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26. The Tribunal, on an analysis of the medical evidence, has concluded that the claimant has suffered disability to the extent of 9.5% to the whole body.

27. I have perused the evidence of PW.2-Doctor and the wound certificate. Since the Doctor has assessed the disability at 28.50% to the whole body, the Tribunal has assessed the disability at 9.5%. Having regard to the nature of the injuries sustained by the claimant and having perused the medical records, I deem it appropriate to assess the disability at 10%.

28. The Tribunal has determined the monthly income, notionally at Rs.10,000/- considering the chart prepared by the Karnataka State Legal Services Authority. However, in respect of the accident of the year 2015, the monthly income determined by Karnataka State Legal Services Authority would be Rs.9,000/-. As such, since there is no credible evidence to determine the monthly income of the claimant and since the accident was of the year 2015, the said amount of Rs.9,000/- is considered as the notional income.



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29. As the claimant was aged 28 years, a multiplier of '17' would have to be applied. Consequently, the claimant would be entitled to a sum of **Rs.2,04,000/-** (10,000 x 12 x 17 x 10%) towards '*loss of future income*'.

30. Having regard to the injuries suffered by the claimant, the claimant would be entitled to a sum of **Rs.50,000/-** towards '*pain and suffering*' as against Rs.35,000/- awarded by the Tribunal.

31. The sums awarded as '*medical expenses*' at **Rs.53,833/-**, being based on documentary evidence, do not call for modification and hence confirmed.

32. The sums awarded under the remaining heads, being just and proper, are affirmed.

33. Consequently, the award of the Tribunal is modified and the claimant would be entitled to the following compensation:

Sl. No.	Compensation under different Heads	As awarded by the Tribunal	As awarded by this Court
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		(Rs.)	(Rs.)
1.	Towards conveyance expenses	10,000	10,000
2.	Towards pain, suffering and trauma	35,000	50,000
3.	Towards attendance charges	1,750	1,750
4.	Towards food and nourishing expenses	1,750	1,750
5.	Towards medical expenses	53,833	53,833
6.	Towards loss of income during the period of treatment	30,000	30,000
7.	Towards loss of future income	1,93,800	2,04,000
8.	Toward discomfort, unhappiness and loss of life expectation	30,000	30,000
	Total	3,56,133	3,81,333

34. Thus, the claimant is held entitled to the total compensation of **Rs.3,81,333/-** as against Rs.3,56,133/-, along with interest at the rate of 6% per annum from the date of petition till its realization.

35. The Insurance Company is directed to deposit the amount of additional compensation awarded within six weeks from the date of receipt of a certified copy of this judgment.

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



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

The amount in deposit, if any, shall be transmitted to the Tribunal.

SD/-
(RAJESH RAI K)
JUDGE

HKV
List No.: 1 Sl No.: 1