



CNR: KAHC010397082023

NC: 2026:KHC:44971
MFA No. 5349 of 2023

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IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 20TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE SHIVASHANKAR AMARANNAVAR

MISCELLANEOUS FIRST APPEAL NO. 5349 OF 2023

(MV-D)

BETWEEN:

RAMAKKA
W/O LATE KRISHNAPPA
AGED ABOUT 45 YEARS
RESIDING AT
THALAKAYALABETTA
DIBBURHALLI, CHIKKABALLAPUR
SHIDIAGHATTA
KARNATAKA - 562 105.

...APPELLANT

(BY SRI. NAIK KRISHNA VENKATRAMAN, ADVOCATE)

AND:

Digitally signed by
LAKSHMINARAYANA
MURTHY RAJASHRI
Location: HIGH
COURT OF
KARNATAKA

1. NARASIMHAMURTHY R
S/O RAJAPPA
MAJOR IN AGE
AMBEDKAR NAGAR
MALALICHANNENAHALLI, TARIKERE
CHIKMAGALURU - 577 228.

(OWNER OF TATA ACE
REG NO KA-18-B-7892)

2. THE MANAGER
SHRIRAM GENERAL INSURANCE CO., LTD.,



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NO. 3/5, 3RD FLOOR
SV ARCADE, BILAKAHALLI MAIN ROAD
OFF BANNERGHATA MAIN ROAD
IIM POST
BENGALURU – 560 076.

(POLICY No. 10003/31/20/196075
PERIOD FROM 14/07/2019 TO 13-07-2020

...RESPONDENTS

(BY SRI B C SHIVANNE GOWDA, ADVOCATE FOR R2
R1 SERVED)

THIS MFA IS FILED UNDER SECTION 173(1) OF MV ACT AGAINST THE JUDGMENT AND AWARD DATED:27.01.2023 PASSED IN MVC No.2419/2020 ON THE FILE OF THE XXIV ADDITIONAL SMALL CAUSES JUDGE, THE MOTOR ACCIDENT CLAIMS TRIBUNAL AND ACMM (SCCH-26), BENGALURU, PARTLY ALLOWING THE CLAIM PETITION FOR COMPENSATION AND SEEKING ENHANCEMENT OF COMPENSATION.

THIS M.F.A HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 06.08.2026, THIS DAY, **SHIVASHANKAR AMARANNAVAR J**, DELIVERED THE FOLLOWING;

CORAM: HON'BLE MR. JUSTICE SHIVASHANKAR AMARANNAVAR

CAV JUDGEMNT

This appeal is filed by the appellant -claimant challenging absolving liability of respondent No.2 –insurer from payment of compensation and also seeking



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enhancement of compensation awarded in the judgment and award dated 27.01.2023 passed in MVC No.2149/2020 by the XXIV Additional Small Causes Judge and MACT, Bengaluru (SCCH-26).

2. The appellant –claimant made a claim petition praying to award compensation for the death of Sri Krishnappa in a road traffic accident occurred on 28.11.2019 contending that the accident occurred due to rash and negligent driving of the driver of TATA ACE bearing registration No.KA-18/B-7892. The Tribunal after recording the evidence of the parties, appreciating the evidence assessed the compensation and awarded compensation under various heads as under:

Sl.No.	Heads	Amount in (Rs.)
01.	Loss of Dependency	13,65,000/-
02.	Loss of Consortium	40,000/-
03.	Loss of Estate	15,000/-
04.	Funeral Expenses	15,000/-
Total		14,35,000/-



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3. The Tribunal also awarded interest at the rate of 6% per annum from the date of petition till realization and held that respondent No.1 –owner of vehicle is liable to pay the compensation awarded. The Tribunal has absolved the liability of respondent No.2 –insurer on the ground that accident occurred is in private field and insurance policy is act policy. The appellant –claimant has filed present appeal challenging absolving the liability of respondent No.2 –insurer and also sought enhancement of compensation awarded by the Tribunal.

4. Heard learned counsel for the appellant – claimant and learned counsel for respondent No.2 – insurer.

5. Learned counsel for the appellant –claimant would contend that the Tribunal, while answering Issue No.1, appreciating the evidence has held that the deceased –Krishnappa was taking rest after cutting tree in the land of Chnadrappa. The driver of TATA ACE is driving



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his vehicle in reverse direction, in rash and negligent manner and dashed to the deceased and deceased sustained fatal injuries and died. The said finding on issue No.1 has not been challenged. He further contends that the insurance policy –Ex.R1 is not Act policy as observed by the Tribunal in para 27 of impugned judgment but it is package policy. The Tribunal has misread the decision of division Bench of this Court rendered in MFA No.6969/2015 clubbed with MFA No.6055/2015 decided on 26.08.2021. He placing reliances on the following decisions has contented that the definition of public place defined in Section 2 (34) of Motor Vehicles Act, 1988 has been widened. The said decisions are as under:

1. Vedkumar Vs Babulal¹
2. Panurang Chimagi Agale and Others Vs New India Life Insurance Co. Ltd.,²
3. United India Insurance Co. Ltd., Vs Parvathi Devi and Others³

¹ In LAWS(SC)-2026-4-140

² In 1988 ACJ 674



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4. New India Life Insurance Company Ltd. Vs Srinivasan and others⁴

5. Master Balalingaraju Vs Smt. Jayanthi R.⁵

6. AJ Alwyn Vs The Bank Manager, National Insurance Co., Ltd., and Another⁶

6. He further contended that TATA ACE vehicle entered the field to load the wooded cut logs and the accident occurred at that time and therefore, the said land in which accident took place is also public place. In the case relied upon by respondent No.2 -insurer which has been referred by the Tribunal, the deceased was the employee of the owner of the vehicle and policy issued was Act policy and the accident has taken place in private field. The deceased was not third party in the said case. But in the case on hand the deceased was third party and more so the policy -Ex.R1 is package policy. He further submits that therefore, respondent No.2 -insurer is liable

³ In 1999 ACJ 1520

⁴ In ACJ 2021 ACJ 2506

⁵ In MFA No.2244/2007 c/w 1505/2007

⁶ In MFA No.1047/2023 C/w 1198/2014 decided on 06.08.2018



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to pay the compensation amount. He further submits that the deceased was aged 49 years as on the date of incident and the Tribunal has rightly taken notional income at Rs.14,000/-. The Tribunal has deducted 50% towards personal expenses of the deceased even though the claimant is the wife of the deceased. He further submits that deductions towards personal expenses should be 1/3rd since the deceased was married man and the claimant is his wife. The tribunal has not considered escalation on conventional heads. With these, he prays to allow the appeal.

7. Learned counsel for respondent No.2 –insurer would contend that the accident has occurred in private place and therefore, the insurer is not liable. Considering the same, the Tribunal has rightly absolved the insurer from payment of compensation. The compensation awarded is just and proper. There are no grounds for enhancement of compensation. With these, he prays to dismiss the appeal.



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8. Having heard learned counsels, the Court has perused impugned judgment, award, trial Court records and decision relied upon by learned counsels for parties.

9. The accident occurred on 28.11.2019 at about 04.00 p.m. At the time of accident deceased -Krishnappa was taking rest after cutting trees in the land of one Chandrappa. At that time, TATA ACE bearing registration No.KA-18/B-7892 being driven by its driver came to load the wooden logs. The driver of TATA ACE while taking reverse of his vehicle drove it in rash and negligent manner and dashed against the deceased and due to the said impact the deceased sustained fatal injuries and died. The charge sheet has been filed against the driver of TATA ACE vehicle for offences punishable under Sections 279 and 304A of IPC for driving the vehicle in rash and negligent manner and the copy of the said charge sheet is at Ex.P9. It is not in dispute that the accident occurred in the land of one Chandrappa. TATA ACE bearing registration No.KA-18/B-7892 came to the land of said



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Chandrappa to load the wooden logs. The deceased after cutting trees was taking rest in the land and at that time accident occurred.

10. In Motor Vehicles Act, public place is defined in Section 2(34) and in old Act, Section 2 (24). Section 2 (34) of Motor Vehicles Act reads as follows:

"Section 2(34):public place means a road, street, way or other place, whether a thoroughfare or not, to which the public have a right of access, and includes any place or stand at which passengers are picked up or set down by a stage carriage;"

11. A Full Bench of Bombay High Court considered the issue of public place as per Section 2 (24)of the old Act and referring to the judgment of Division Bench of Madras High Court in ***Mangalam Vs Express Newspapers Ltd.***,⁷ held that public place defined in Motor Vehicles Act is a place, where members of public have an access. The emphasis placed by Full Bench is on

⁷ In 1982 ACJ (Supp) 203 (Madras)



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the words 'access of public to a place'. A Full Bench judgment of Madras High Court in ***United India Insurance Co. Ltd., Vs Parvathi Devi and Others (supra)***, it is held as follows:

"...16.The definition of 'public place' is very wide. A perusal of the same reveals that the public at large has a right to access though that right is regulated or restricted. It is also seen that this Act is beneficial legislation, so also the law of interpretation has to be construed in the benefit of public. In the overall legal position and the fact that if the language is simple and unambiguous, it has to be construed in the benefit of the public, we are of the view that the word 'public 'place', wherever used as a right or controlled in any manner whatsoever, would attract Section 2 (24) of the Act. In view of this, as stated, the private place used with permission or without permission would amount to be a 'public place'.

17. In view of what we have discussed above, we hold that the expression 'public place' for the purpose of Chapter VIII of the Motor Vehicles Act, 1939 will cover all places including those of private ownership where members of the public have an



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access whether free or controlled in any manner whatsoever."

12. A Division Bench of Madras High Court in **G. Bhuvaneswari and others Vs M. Sornakumar and Others⁸**, wherein it is held as follows:

".....5. Section 2(24) of the Act defines 'Public Place' as a road, street, way or other places whether a thoroughfare or not, to which the public have a right of access and includes any stand at which passengers are picked up or set down by a stage carriage. In the above decision a full Bench of this Court has held that the definition of public place is very wide. A perusal of the same reveals that of the public at large has a right to access though that right is regulated or restricted as the definition under the Act uses the expression 'right of access' what, is significant is that under the present definition even a place the right to use of which is restricted is a public place.

6. In the instant case, the accident had happened in the factory premises. The place is accessible to the members of the public and available

⁸ In 2000 ACJ 1343(Madras)



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for the use of public, who have dealings ... Following the decision of the Full Bench of this Court, we are of the view that the place where the occurrence had happened is a public place and the second respondent Insurance Company is liable to pay the compensation as per the provisions of the Act."

13 The Madras High Court in the ***National Insurance Company Ltd., Vs Chaitra and Others***⁹

wherein it is held as follows

"...6. There is no dispute that in the above referred Division Bench decision, placing reliance on the decision of the Full Bench reported in 1999 T.N.L.J. 144 (UNITED INDIA INSURANCE CO. LTD. V. PARVATHI DEVI AND ORS), the Division Bench has held that public place includes where public have an access whether free or controlled in any manner.

7. In the light of the law laid down by the Full Bench having been followed by the earlier Division Bench referred to above, the only objection raised by the learned counsel for the appellant Insurance company cannot be sustained. Though the appellant has questioned the quantum of compensation arrived

⁹ In 2005 ACJ 609(Madras)



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*at by the Tribunal in the memo of grounds of appeal,
learned counsel appearing for the appellant is not
serious in disputing the same before this Court.*

14. In the judgment of Division Bench of Kerala High Court in the case of ***Hasna S.K Vs S.K. Haridas and Others¹⁰*** it is held that Court yard of a house inside a compound wall is a public place as driver of the van while taking the van to reach public road, the accident has occurred and held that Insurance Company is liable to pay compensation. Similarly, in the case of ***Asgarali Hasanali Vs Shamji Nanji Solanki and Others¹¹***, the Gujarat High Court held that oil mill is a public place as loadman had access to the oil mill to load oil in the vehicle. When the accident had occurred inside the compound wall of the oil mill and the loadman was involved in the accident, the Gujarat High Court has held that accident has taken place in a public place. In all these judgments, Courts have considered the definition of public place as per Section

¹⁰ In 2019 ACJ 2877(Kerala)

¹¹ In ACJ 2019 ACJ 2448



2(24) of the old Act and Section 2 (34) of the present Act and held that when a public had access to a place either by right or by permission or without permission, the said place is a public place. In the case on hand, the accident has occurred while the deceased was working in agricultural field. He had access to work in the land. In view of the agricultural land where the accident has occurred is a public place.

15. The Madras High Court in the case of ***New India Life Insurance Company Ltd. Vs Srinivasan and others(supra)***, considering the definition of public place and decisions referred to (***supra***) has held that the accident occurred while the deceased was working in a agricultural field and he had access to work in the land and in view of the said, agricultural land where the accident has occurred is a public place.



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16. In the case of ***AJ Alwyn Vs The Bank Manager, National Insurance Co., Ltd., and Another (supra)*** has observed as under:

"8. The learned counsel for the insurer next contends that the accident in question admittedly happened in the private estate of the appellant/employer/owner of the offending vehicle and not in a public place and that in such situation the Motor Vehicle Act 1988 is not at all applicable and therefore, no liability can be fastened on the insurer. The learned counsel taking the Court through various provisions of the Act and the Rules, strenuously tried to substantiate the tenability of his contention. However, he could not cite one sporadic decision in support of this particular contention.

9. In a more or less identical situation the Full Bench of the Bombay High Court in the case of "Pandurang Chimaji Agale v. New India Insurance Company Ltd.," (1988 ACJ 674) has held that the term "Public Place" defined under Section (24) of the Act is very wide and if the public have a permissive access to a private place, that too becomes a "public place". The same view is expressed by the Full Bench of the Madras High Court in the case of "United India Insurance Co. Ltd. v. Parvathi Devi" (1999 ACJ



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1520). A Division Bench of Madhya Pradesh High Court too in the case of Hira bai and others v. Pratap Singh and another 2008 ACJ 2660 has taken the same line of reasoning. A Co-ordinate Bench of this Court in MFA No.2244/2007 decided on 09.09.2010 has also taken the same view. Thus, the precedents are heavily loaded against the insurer. Nothing is pointed out as to why this Court too tread the same path. Therefore, this contention fails."

17. The Tribunal has placed reliance on the decision of Division Bench of this Court rendered in MFA No.6969/2015 clubbed with MFA No.6055/ 2015 wherein it is observed as under:

"8. In the instant case, admittedly, the offending vehicle was carrying out borewell drilling activity was being carried out at the field of the defendant at 1 AM in the mid night. It is pertinent to note that at the time of the drilling as per the evidence of PW.2, only the deceased and he were present on the spot for supervising the drilling work. The field of the deceased cannot by any stretch be considered to be a place for which the public would have access. No evidence has been brought on record to show that the field of the deceased was



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thrown open to the public access for any purpose. Therefore, an inference can safely be drawn that the offending vehicle was not being used in a public place. On perusal of Ex.R.1 Insurance copy, it is evident that the insurance issued in respect of the offending vehicle is an 'Act only' policy which covers the risk of liability to third parties as restricted by Section 147 of the Act. Therefore, the Tribunal erred in fastening the liability to pay the compensation on the Insurance Company, when, it is clear that the policy covers liability only in respect of any liability arising from the use of the offending vehicle in a public place. Accordingly, the finding of the Tribunal in this regard it set aside and it is held that the Insurance Company is not liable to pay the compensation in respect of the deceased and the respondent No.1 viz., the owner of the offending Vehicle is liable to pay the total amount of compensation".

18. In the said case, the accident occurred during activity of borewell drilling, wherein the deceased and another were present on the spot for supervising the drilling. The deceased was employee of the owner of the said vehicle involved in the accident and insurance policy



is Act policy. Considering the said aspect, the Division Bench of this Court in the said case has held that the accident has taken place in private place. The policy does not cover the risk of liability to third parties. The facts of the said case are different than the facts of the present case. In the case on hand, the policy issued i.e., Ex.-R1 is a package policy and the Tribunal has erred in observing it as an Act policy. Considering the above aspects, the Tribunal has erred in holding that respondent No.2 – insurer is exonerated from the liability to pay the compensation to the claimant. Respondent No.1 being the owner and respondent No.2 being the insurer are jointly and severally liable to pay the award amount to claimants.

19. The deceased was aged 49 years as on the date of accident. The Tribunal has taken his notional income at Rs.14,000/- per month, added 25% towards future prospects and deducted 50% towards his personal expenses and calculated loss of dependency. The deduction to the extent of 50% towards personal expenses



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is in respect of bachelor. In the case on hand, the deceased was married man and the claimant is his wife and therefore, deductions to be taken at $1/3^{\text{rd}}$ towards personal expenses of the deceased. Therefore, loss of dependency is calculated as under:

$$\text{Rs.14,000/-} + 25\% = \text{Rs.17,500/-} \text{ less } 1/3^{\text{rd}} = \text{Rs.11,667/-} \times 12 \times 13 = \text{Rs.18,20,052.}$$

20. The claimant is entitled to loss of dependency in a sum of Rs.18,20,052/- as against Rs.13,65,000/- as awarded by the Tribunal. The Tribunal has awarded consortium in a sum of Rs.40,000/-, loss of estate in a sum of Rs.15,000/- and funeral expenses in a sum of Rs.15,000/-. The accident has taken place in the year 2019. The claimant is not entitled to escalation, since 03 years are not completed from the decision of the Hon'ble Apex Court in the case of **National Insurance Co.Ltd., Vs Pranay Sethi and Others**¹². Considering the said

¹² In (2017) 16 SCC 680



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aspect, the claimant is entitled to enhanced compensation of Rs.4,55,052/- with interest at the rate of 6% from the date of petition till realisation. The insurer is liable to pay the compensation awarded by the Tribunal in a sum of Rs.14,35,000/- and enhanced compensation of Rs.4,55,052/- with interest at the rate of 6% per annum from the date of petition till realisation.

21. In view of the following

ORDER

- i) The appeal is ***allowed in part.***
- ii) The appellant –claimant is entitled to enhanced compensation of Rs.4,55,052/- with interest at the rate of 6% per annum from the date of petition till realisation.
- iii) The order of Tribunal exonerating of respondent No.2 –insurer from payment of compensation is set aside.



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- iv) Respondent No.2 shall deposit compensation awarded by the Tribunal in a sum of Rs.14,35,000/- and enhanced compensation of Rs.4,55,052/- with interest before the Tribunal within a period of 06 weeks from this day.
- v) The appellant –claimant is entitled to release of entire enhanced compensation amount.
- vi) The order of the Tribunal with regard to deposit and release of the award amount passed by it remained undisturbed.

Sd/-
(SHIVASHANKAR AMARANNAVAR)
JUDGE

DSP
List No.: 2 Sl No.: 65
Ct.sm