



CNR: KAHC010406342020

NC: 2026:KHC:38528
MFA No. 5932 of 2021

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 23RD DAY OF JULY, 2026

BEFORE

THE HON'BLE MR. JUSTICE RAJESH RAI K

MISCELLANEOUS FIRST APPEAL NO.5932 OF 2021(MV-I)

BETWEEN:

H R VENKATESH
S/O RANGEGOWDA
NOW AGED ABOUT 40 YEARS
R/AT HOOVINAHALLI KAVALU
HOSURU, KASABA HOBLI,
HASSAN TALUK

...APPELLANT

(BY SRI. RAGHU R, ADVOCATE)

AND:

1. KUMARA
S/O THOPEGOWEDAA
MAJOR
R/A KOKKANAGATTA VILLAGE
HASSAN TALUK-573 201
2. THE MANGER
RELIANCE GEN INSURANCE CO. LTD
EAST WING,
CENTURI BUILDING
M.G. ROAD,
BANGALORE-560 001

...RESPONDENTS

(BY SRI. B. PRADEEP, ADVOCATE FOR R2,
NOTICE TO R1 IS SERVED AND UNREPRESENTED)

Digitally signed by
PANKAJA S
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 31.01.2019 PASSED IN MVC NO. 554/2016 ON THE FILE OF THE MEMBER, MACT, IIND ADDITIONAL SENIOR CIVIL JUDGE, HASSAN, PARTLY ALLOWING THE CLAIM PETITION FOR COMPENSATION AND SEEKING ENHANCEMENT OF COMPENSATION.

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

CORAM: HON'BLE MR. JUSTICE RAJESH RAI K

ORAL JUDGMENT

1. The claimant, being dissatisfied with the compensation of Rs.3,51,300/- awarded by the Tribunal and challenging the liability saddled on the insured vide judgment and award dated 31.01.2019 in MVC.No.554/2016, is in appeal.
2. The fact that the accident occurred and the further fact that the claimant suffered injuries are not in dispute.
3. The Tribunal, on assessment of evidence, has awarded the following sums as compensation:

Sl. No.	Particulars	Amount in (Rs.)
1.	Pain and sufferings	40,000
2.	Loss of future income	1,37,700



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3.	Medical expenses	81,600
4.	Future medical expenses	20,000
5.	Loss of income during the laid up period	17,000
6.	Conveyance, food, nourishment, attendant charges	25,000
7.	Loss of amenities in life	30,000
	Total	3,51,300

4. Heard the learned counsel for the claimant and the learned counsel for the insurer and perused the material on record.

5. Learned counsel for the claimant would contend that the Tribunal has grossly erred in saddling the entire liability on the insured for the reason that as on the date of accident the vehicle in question was not registered. According to him, as on the date of accident, the vehicle in question had a temporary registration and only after the accident, the vehicle was registered and as such, the Tribunal ought to have saddled the liability on the insurer as per the judgment of this Court in the case of **C.B.VIRUPAKSHA Vs. SHIVAKUMAR & ANOTHER - 2001 SCJ 1410** and subsequently in the case of **NIRANJAN D.G. Vs. THE**



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BAJAJ ALLIANZ GENERAL INSURANCE CO. LTD. -

MFA.No.3499/2015 c/w. MFA.No.5979/2015 disposed of on 30.01.2020. As such, he would contend that the findings of the Tribunal with regard to fastening of liability on the insured require to be set aside. He would also contend that the Tribunal has erred in awarding meager compensation under all the hands, as such, the same requires interference by this Court. Accordingly, he would pray for allowing of the appeal.

6. *Per contra*, learned counsel for the insurer would contend that admittedly the vehicle was not registered as on the date of accident and though the same was registered later, the insurer cannot be held liable to make good the compensation and that even the claimant has failed to produce the Registration Certificate of the vehicle. In such circumstances, the Tribunal was justified in saddling the liability on the insured. He would also contend that the Tribunal has awarded just compensation, which does not require any enhancement. Accordingly, he would pray for dismissal of the appeal.



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7. I have given my anxious consideration to the submissions of learned counsel for both the parties. A Co-ordinate Bench of this Court in ***Virupaksha***'s case supra has held at paragraph 8 as under:

"From the above said section, it is clear that the defences open to the insurance company are only those mentioned under section 149(2) of the Act. The non-registration of the vehicle is not one of the defence enumerated under section 149(2) of the Act. Therefore, the insurance company is not entitled to take defence of the non-registration of the vehicle on the date of the accident. Further, the grounds of defences have been specified in section 149(2) of the Act and no other ground of defence can be added to the said section. Under sub-section (7) of section 149 of the Act, the insurance company is not entitled to avoid its liability to any person entitled to the benefit of any judgment and award referred to in sub-section (2) of section 149 of the Act. Therefore, I am of the view that there was no registration of the vehicle as on the date of the accident. When such being the case, the insurance company shall not be allowed to raise the defence of non-registration as it falls outside the scope of section 149(2) of the Act in this appeal."



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8. Similarly, the Co-ordinate Bench of this Court in MFA.No.3872/2012 disposed of on 24.09.2013 in paragraph 8 has observed as under:

"Once registration is granted, it enures to the benefit of the owner/insurer of the offending vehicle. Until and unless it is positively cancelled by the registering authority insurer cannot contend that it is not liable to indemnify the claim. The words used in Section 39 of the MV Act would fortify this view namely after the words "*Vehicle is registered in accordance with this chapter*". The legislature has conveniently used the word 'and' instead of 'or' and after the said words, it has been inserted that the certificate of registration of the vehicle has not been suspended or cancelled which implies that until and unless it is suspended or cancelled it would not be permissible for the insurer to contend that for want of registration certificate being valid, insurer need not indemnify the claim."

9. Further, a Co-ordinate Bench of this Court in MFA.No.1245/2010 disposed of on 06.12.2010 referring to the judgment ***Virupaksha's*** case *supra* has held that non-registration of a vehicle for a very short period itself is not fatal to the claim.



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10. In light of the judgments referred to above, it is clear that non-registration of the vehicle is not one of the defences available to the Insurance Company under Sub-section (2) of Section 149 of the MV Act and thus, the insurer is not entitled to take the defence of non-registration of the vehicle as on the date of the accident, when the vehicle is covered with the policy of the insurance.

11. In view of the above, the findings of the Tribunal in fastening the liability on the insured of the car is untenable. Accordingly, the said finding is modified and held that the insurer is liable to make good the compensation.

12. The Tribunal, on an analysis of the medical evidence, has concluded that the claimant has suffered permanent disability to the extent of 9% to the whole body. Having regard to the injuries suffered by the claimant and the disability assessed by the Doctor, the findings of the Tribunal with regard to assessment of disability at 9% is affirmed.

13. The Tribunal has determined the monthly income, notionally at Rs.8,500/-. Since there is no credible



documentary evidence to ascertain the actual monthly income, it would be appropriate and prudent to adopt the monthly income determined by Karnataka State Legal Services Authority, which, for the accident of the year 2015, would be Rs.9,000/-.

14. As the claimant was aged 36 years, a multiplier of '15' would have to be applied. Consequently, the claimant would be entitled to a sum of **Rs.1,45,800/-** (Rs.9,000 x 12 x 15 x 9%) towards '*loss of future income*'.

15. As a consequence, the amount of Rs.17,000/- awarded by the Tribunal towards '*loss of income during the laid up period*' would also stand enhanced to **Rs.27,000/-** (Rs.9,000 X 3 months).

16. 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.40,000/- awarded by the Tribunal.



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17. The sums awarded by the Tribunal towards medical expenses, future medical expenses, food and nourishment and loss of amenities, 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.	Pain and sufferings	40,000	50,000
2.	Loss of future income	1,37,700	1,45,800
3.	Medical expenses	81,600	81,600
4.	Future medical expenses	20,000	20,000
5.	Loss of income during the laid up period	17,000	27,000
6.	Conveyance, food, nourishment, attendant charges	25,000	25,000
7.	Loss of amenities in life	30,000	30,000
	Total	3,51,300	3,79,400

19. Thus, the claimant is held entitled to the total compensation of **Rs.3,79,400/-** as against Rs.3,51,300/-. The enhanced amount shall carry interest at the rate of 6% per annum from the date of petition till its realization.



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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.

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

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

PKS
List No.: 1 Sl No.: 35