



CNR: KAHC010485632023

NC: 2026:KHC:44708
MFA No. 6355 of 2023
C/W MFA No. 5823 of 2023

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE T.M.NADAF

MISCELLANEOUS FIRST APPEAL NO.6355 OF 2023(MV-I)

C/W

MISCELLANEOUS FIRST APPEAL NO.5823 OF 2023(MV-I)

IN MFA No. 6355/2023

BETWEEN:

1. P. RAMU,
S/O V NAPI NAIDU,
AGED ABOUT 70 YEARS,
R/O INFRONT OF BHAGYA MANDIRA,
RUSSIAN COLONY,KARGAL,
SAGAR TALUK – 577 421
SHIVAMOGGA DISTRICT.
2. RAVI,
S/O SHIVANNA,
AGED ABOUT 53 YEARS,
R/A GADDEHALLA,
KARGAL,
SAGAR TALUK – 577 421.
SHIVAMOGGA DISTRICT.

Digitally
signed by
REKHA R
Location:
High Court
of
Karnataka

...APPELLANTS

(BY SRI. VIJAYA M.N., ADVOCATE)

AND:

1. IRFAN,
S/O ABDUL KARIM @ KASIM,
AGED ABOUT 33 YEARS,
OCC-STEEL WELDING WORK,



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AND ARC WELDING WORK,
R/O CHIPPALI
SAGAR TALUK – 577 401.
SHIVAMOGGA DISTRICT.

2. THE DIVISIONAL MANAGER UNITED
INDIA INSURANCE COMPANY LTD.,
P B NO.21, GOVINDA KRUPA
TRUST BUILDING, J.C. ROAD,
SAGAR – 577 401.
SHIVAMOGGA DISTRICT.

...RESPONDENTS

(BY SRI. BIMBADHARA H.M., ADVOCATE FOR R1,
SRI. S. KRISHNA KISHORE, ADVOCATE FOR R2)

THIS MFA IS FILED UNDER SECTION 173(1) OF MV ACT,
AGAINST THE JUDGMENT AND AWARD DATED:28.02.2023
PASSED IN MVC NO.1115/2018 ON THE FILE OF THE V
ADDITIONAL DISTRICT AND SESSIONS JUDGE, ADDITIONAL
MACT, SHIVAMOGGA, SITTING AT SAGAR, AWARDING
COMPENSATION OF RS.9,01,200/- WITH INTEREST AT 6
PERCENT P.A. FROM THE DATE OF PETITION TILL PAYMENT.

IN MFA NO. 5823/2023

BETWEEN:

IRFAN,
S/O ABDUL KARIM @ KASIM,
AGED ABOUT 33 YEARS,
ARC WELDER,
R/O CHIPPALI VILLAGE,
AVINAHALLI ROAD,
SAGAR TALUK,
SHIMOGA DISTRICT – 577 401.

...APPELLANT

(BY SRI. BIMBADHARA H M.,ADVOCATE)



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AND:

1. SRI. P. RAMU,
S/O V. NAPI NAIDU,
AGED ABOUT 65 YEARS,
R/O IN FRONT OF BHAGYA MANDIRA,
RUSSIAN COLONY,
KARGAL TOWN, SAGAR TALUK,
SHIMOGA DISTRICT - 577 421.
2. SRI. RAVI,
S/O SHIVANNA,
AGED ABOUT 48 YEARS,
R/O GADDEHALLA VILLAGE,
KARGAL, SAGAR TALUK,
SHIMOGA DISTRICT - 577 421.
3. DIVISIONAL MANAGER UNITED
INDIA INS.CO.LTD.,
DIVISIONAL OFFICE SAGAR,
P.B. NO.21, GOVINDA KRUPA BUILDING,
J.C. ROAD, SAGAR TOWN,
SHIMOGA DISTRICT - 577 401.

...RESPONDENTS

(BY SRI. VIJAYA M.N., ADVOCATE FOR R1 AND R2,
SRI. S. KRISHNA KIRSHORE, ADVOCATE FOR R3)

THIS MFA IS FILED UNDER SECTION 173(1) OF MV ACT, AGAINST THE JUDGMENT AND AWARD DATED:28.02.2023 PASSED IN MVC NO.1115/2018 ON THE FILE OF THE V ADDITIONAL DISTRICT AND SESSIONS JUDGE AND ADDITIONAL MACT, SHIVAMOGGA, SITTING AT SAGAR, PARTLY ALLOWING THE CLAIM PETITION FOR COMPENSATION AND SEEKING ENHANCEMENT OF COMPENSATION.



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

CORAM: HON'BLE MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

These two appeals being MFA.No.6355/2023 c/w MFA.No.5823/2023 are by the Insured and claimant, assailing the judgment and award dated 28.02.2023 in MVC.No.1115/2018 passed by the V Additional District and Sessions Judge and Additional MACT, Shivamogga, (Sitting at Sagar)¹.

2. The parties are referred to as per their ranking before the Tribunal.

3. Facts germane to file the present appeals are as under:

3.1 In an accident occurred on 27.01.2017, the injured Sri.Irfan, aged about 28 years suffered severe injuries to the spine resulting in disability. The doctor who has been examined as PW2, stated regarding the condition

¹ 'Tribunal' for short



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of the claimant stating that there is 20% disability to the whole body due to spine injury. The injuries sustained by the claimant are stated in Ex.P9 depicting that L2 Burst Fracture with Paraparesis. The wound certificate also indicates that fracture with Paraparesis i.e., weakness in the limbs. The doctor who has been examined, though has stated regarding the fracture, but assessed the disability only at 20% to the whole body. The Tribunal having considered the evidence, both oral and documentary on record, awarded a total compensation of Rs.9,01,200/- along with 6% interest p.a., from the date of petition till realisation. Taking the disability as 7% being $\frac{1}{3}^{\text{rd}}$ of 20% and awarded compensation.

3.2 The Tribunal after considering the evidence adduced by the Insured, however, was of the opinion that the owner has failed to prove that the vehicle was having proper fitness certificate and saddled entire liability to pay the compensation on the Insured, exonerating the



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Insurance Company from paying the compensation. It is this judgment and award passed by the Tribunal called in question by the Insured as well as claimant. So far as the Insured is on liability to pay the compensation and by the claimant seeking for enhancement of compensation.

4. Heard Smt.Vijaya, learned counsel appearing for the appellant-Insured, Sri.Bimbadhara H.M, learned counsel appearing for the claimant and Sri.S.Krishna Kishore, learned counsel for the Insurer.

5. Smt. Vijaya, argued that the entire appeal was on single point stating that the Tribunal has failed to consider Ex.R1 to R5, Ex.R1-Extract of F.C; Ex.R2- Driving Licence and Ex.R3-Challan/F.C; Ex.R4 and Ex.R5- B-register extract of the vehicle.



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6. The Tribunal discarded entire evidence of both the RTO officers, only on the premise that in Ex.R1 and Ex.R5 there is no reflection of the vehicle or the renewal of the fitness certificate. The Tribunal has observed that the application number stated in the B-extract is not forthcoming in Ex.R1. In that view of the matter, the Tribunal has held that the Insured has failed to prove the fitness certificate available to the vehicle as on the date of the accident. This finding and reasoning of the Tribunal is unsustainable in law inasmuch as the same is against the document and evidence on record and sought to allow the appeal.

7. Refuting the submissions, Sri.Krishna Kishore, with all vehemence submits, that B-extract is the document contains entire details of the vehicle, it must include entire particulars of the vehicle including the insurance policy as well as fitness certificate and permit. Both are lacking in the B-extract. In that view of the



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matter, it is highly improbable for the Insured to claim that under Ex.R3, the vehicle has got fitness certificate for 1 year from 05.10.2016 to 04.10.2017 and further, he submits that there is no corresponding entry in Ex.R1, which is admittedly the extract of the register. Neither, the application number nor the vehicle number or the particulars of the renewal of the FC are found in Ex.R1. With this he submits that, the Tribunal has properly considered and saddled the entire liability on the owner.

8. However, Sri.Krishna Kishore with all fairness submits that, whenever there is case of a third party involved, for violation of policy conditions, in view of settled position of law by the Hon'ble Supreme Court, the Insurance Company would be permitted to pay and recover the same from the owner of the vehicle.

9. Sri.Bimbadhara.H.M in appeal MFA.No.5823/2023 submits that, the Tribunal has failed to consider the disability suffered. He further submits that,



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the evidence of the doctor, though has stated 20% to the spinal cord, is even against the document Ex.P9-wound certificate. It is clearly stated in Ex.P9 that there is Paraparesis. In that view of the matter, instead of remanding the matter to examine the expert to say on the disability, reasonable disability may be taken, by taking judicial notice of the document as well as the evidence the document already on record. He further submits that the compensation awarded under other heads, except medical expenses and future medical expenses are inadequate and requires consideration.

10. Having considered the rival submissions of both the parties, the point that would arise for the consideration are as follows:

(1) Whether the Tribunal is right in saddling liability on the Insured?

(2) Whether the claimant has made out any case for enhancement?



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11. The answer of the Court to Point No.1- 'Negative' and Point No.2- 'Partly-in- affirmative'.

12. Before advertng on the liability, it is an apt to decide the case for seeking enhancement of compensation in MFA.No.5823/2023 on point No.2.

13. The claimant has suffered from fracture of L2- spinal cord with Paraparesis. The doctor who has been examined as PW2 has stated regarding the condition of the claimant, but stated the disability at 20%. This evidence appears to be against the Ex.P9-wound certificate, which clearly states that there is Paraparesis. Though the doctor has stated that, now the claimant is not having any difficulty in the limb, but the fact remains that the injuries are suffered to the spine and at the point of issuance of wound certificate there is a categorical statement that he has suffered fracture with Paraparesis. In that view of the matter again remanding the matter to dwell upon the disability, as rightly contended by learned



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counsel for claimant, which is not seriously disputed by other side, this Court, taking judicial notice of the document Ex.P9 deems it appropriate to consider the disability at 30% instead of 20% to the whole body and since 30% is taken, the claimant is entitled for adding future prospects, in view of settled position of law by Hon'ble Supreme Court.

14. A perusal of award indicates that, the compensation awarded under other heads except the medical expenses and future medical expenses are inadequate and requires compensation. Accordingly, this Court proceeds to reassess the compensation which is as under:

Sl. No.	Heads	Compensation awarded by the Tribunal In Rs.	By this Court In Rs.
1.	Towards loss of future income	1,57,080-00	9,42,480-00 (Rs.11,000+40%x12x17x30%)
2.	Towards pain and suffering	75,000-00	1,00,000-00
3.	Towards medical bills	3,88,331-00	3,88,331-00
4.	Traveling expenses	9000-00	9000-00
5.	Towards medical bills	5,963-00	5,963-00



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6.	Towards blood bank receipt	2,800-00	2,800-00
7.	Towards final hospital bill	1,80,000-00	1,80,000-00
8.	Towards special diet and Attendant Charges	30,000-00	30,000-00
9.	Towards loss of income during laid off period	33,000-00	66,000-00 (Rs.11,000x6)
10.	Towards loss of amenities	20,000-00	75,000-00
11.	Loss of Marriage prospectus	-	1,50,000-00
	TOTAL	9,01,174-00	19,49,574-00
		9,01,200-00	19,49,600-00

15. Accordingly, the claimant is entitled for re-determined compensation of **Rs.19,49,574/-** rounded off to **Rs.19,49,600/-**, which shall carry interest at the rate of 6% p.a. from the date of petition till realisation.

IN MFA.No.6355/2023:

16. It is on record that both the FDA and ARTO have been examined and admitted the document at Ex.R3 i.e., challan cum certificate stating the validity of the fitness certificate as on the date of accident. The Tribunal over weighed the documents at Ex.R1 and Ex.R5, i.e., Extract of Register of FCs and B-extract to hold that the



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application number found in B-extract are not forthcoming in Ex.R1 and there is no entry regarding the F.C for the year in which the accident had occurred. Both the witnesses i.e., RW3 and RW4, the FDA and ARTO-Sagar categorically have stated that they have issued all the documents, particularly Ex-R3.

17. A perusal of Ex-R3 clearly shows that the vehicle bearing registration No.KA02/B-8900 is certified as complying with the provisions of the Motor Vehicles Act, 1988, and the Rules made thereunder and the certificate will expire on 04.10.2017. Admittedly, the challan/certificate was issued on 05.10.2016 and one year period lasts on 04.10.2017. In that view of the matter, since the accident occurred during the validity period of FC, the Insurance Company is liable to pay the compensation. The Tribunal has failed to consider this aspect of the matter. In that view of the matter, the finding of the Tribunal fastening entire liability on the owner of the vehicle-



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Insured, is unsustainable in law and required to be set aside.

(emphasis supplied)

18. For the foregoing reasons this Court proceeds to pass the following:

ORDER

- i. The appeal filed by the Insured is ***allowed*** and fastening the entire liability on the Insured to pay the compensation is set aside. The Insurer of the offending vehicle is directed to pay the entire compensation passed by the Tribunal as well as the enhanced compensation passed in this appeal, in other wards the re-determined compensation.
- ii. The amount in deposit by the Insured shall be refunded to the Insured on proper identification through digital payment.



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- iii. The appeal by the claimant in MFA.No.6355/2023 is ***allowed-in-part*** and compensation enhanced to ***Rs.19,49,600/-***, with 6% interest from the date of petition till realisation.
- iv. The respondent No.2-Insurer shall deposit reassessed compensation along with 6% interest from the date of petition till realisation before the concerned Court within six weeks from the date of receipt of copy of this order.
- v. Upon deposit, 30% shall be released in favour of the claimant and on proper identification and balance 70% shall be invested in any interest bearing FDR with any Nationalized Bank for a period of 5 years, renewable by another 5 years.
- vi. The Bank shall not permit any loan on the fixed deposit amount without there being any order passed by the Tribunal/Court.



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- vii. The claimant is permitted to withdraw the interest quarterly.
- viii. These trial Court records shall be returned forthwith to the Tribunal, without causing any further delay.
- ix. In the facts and circumstances, no order as to costs.

Sd/-
(T.M.NADAF)
JUDGE

PK
List No.: 1 Sl No.: 12