



CNR: KAHC010462382026

NC: 2026:KHC:40348
WP No. 20941 of 2026

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 3RD DAY OF AUGUST, 2026

BEFORE

THE HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

WRIT PETITION NO. 20941 OF 2026 (GM-AC)

BETWEEN:

UNITED INDIA INSURANCE CO. LTD.,
REGIONAL OFFICE, 5TH AND 6TH FLOOR,
KRISHI BHAVANA, HUDSON CIRCLE
BANGALORE - 560 001
REP. BY ITS MANAGER
U. NAGENDRA.

...PETITIONER

(BY SRI. SREEKANTA RAO L, ADVOCATE)

AND:

1. VIJAY H. MADHUSUDAN
S/O. H.V. MADHUSUDAN,
AGED ABOUT 40 YEARS,
R/AT NO FLAT NO.93,
R V RAD, FLAT NO.4,
WEST GATE MANNER,
BASAVANAGUDI,
BENGALURU - 560 004.
2. THE MANAGING DIRECTOR,
K.S.R.T.C, CENTRAL DIVISION,
K.H. ROAD, BENGALURU - 560 027.

...RESPONDENTS

Digitally signed
by SHWETHA
RAGHAVENDRA
Location: HIGH
COURT OF
KARNATAKA



NC: 2026:KHC:40348
WP No. 20941 of 2026

CNR: KAHC010462382026

THIS WP IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO SET ASIDE THE ORDERS PASSED BY THE TRIBUNAL VIDE ANNEXURE E IN DATED 27/11/2025 IN EXECUTION NO.1467/2023 (IN M.V.C. NO.472/2008) ON THE FILE OF THE II ADDITIONAL JUDGE AND ACMM, COURT OF SMALL CAUSES, MACT, BANGALORE (S.C.C.H 13).

THIS PETITION, COMING ON FOR PRELIMINARY HEARING, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:
CORAM: HON'BLE MR. JUSTICE SURAJ GOVINDARAJ

ORAL ORDER

1. Petitioner-Insurance Company is before this Court seeking the following reliefs:
 - a. *Set aside the Orders passed by the Tribunal vide ANNEXURE – Vagardejection E in dated 27/11/2025 in Execution M.V.C. No./2008) on the file of the II Additional Judge & ACMM, Court of Small Causes, MACT, Bangalore (S.C.C.H-13);*
 - b. *Allow the Writ Petition with costs*
 - c. *Grant such other relief/order as this Hon'ble Court deems fit to grant under the facts and circumstances of the case in the interest of justice and equity.*
2. The submission of learned counsel for the petitioner is that an award passed in M.V.C.No.9939/2008 had been challenged by the petitioner in



CNR: KAHC010462382026

NC: 2026:KHC:40348
WP No. 20941 of 2026

M.F.A.No.9513/2011 successfully, and it was respondent No.2/Road Transport Corporation (RTC), who has been directed to deposit the entire amount.

3. A perusal of the papers indicates that the claimant had filed one other appeal in M.F.A.No.3250/2012, which had been referred to the Lok-Adalath, and before the Lok-Adalath, a settlement had been arrived at on 21.11.2014 when the Insurance Company had agreed to make payment of a sum of Rs.50,000/- without interest in addition to the amount already awarded by the Tribunal in full and final settlement of the claim amount. This settlement was recorded by taking into consideration the joint memo, which had been filed and signed by the claimant and its counsel and the Insurance company and its counsel.
4. The submission now made by the learned counsel for the petitioner is that since M.F.A.No.9513/2011 had been allowed, the appeal filed by the claimant in M.F.A.No.3250/2012 could not have been compromised after a period of one year of the disposal of M.F.A.No.9513/2011.
5. This Court is unable to agree with or accede to the submission made by the learned counsel for the



CNR: KAHC010462382026

NC: 2026:KHC:40348
WP No. 20941 of 2026

petitioner inasmuch as the responsible officer of the Insurance Company has signed the joint memo, agreeing to make payment over a sum of Rs.50,000/- in full and final settlement, which has been accepted by the claimant. The payment not having been made, despite a lapse of nearly 9 (nine) years, Execution Case No.1467/2023 was filed. It cannot now be heard for the Insurance Company to contend that no settlement could have been arrived at in MFA No.3250/2012 after a settlement was so arrived at and signed by a responsible officer of the Insurance Company.

6. On enquiry, if the said officer was authorized and if any action has been taken against the said officer, learned counsel for the petitioner submits that no action has been taken against said officer. That being so, when the said officer is authorized to enter into a compromise and has entered into a compromise in the scope of and course of his employment, the Insurance Company is bound by the settlement arrived at.
7. Hence, no infirmity can be found in the settlement arrived at in M.F.A.No.3250/2012, consequently, in the filing of the execution case in E.P.No.1467/2023.



CNR: KAHC010462382026

NC: 2026:KHC:40348
WP No. 20941 of 2026

8. Since the submission is made by the learned counsel for the petitioner that the payments would be made in 30 (thirty) days, the Execution Court is directed to provide a period of 30 (thirty) days from today to the petitioner to make payment of the said amounts. The said amount is to be paid without any default by 10.09.2026.
9. Accordingly, the petition is ***dismissed***.

Sd/-
(SURAJ GOVINDARAJ)
JUDGE

GJM
List No.: 1 Sl No.: 16