



CNR: KAHC010586772022

NC: 2026:KHC:45389  
MFA No. 8583 of 2022  
C/W MFA No. 8558 of 2022

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 19<sup>TH</sup> DAY OF AUGUST, 2026**

**BEFORE**

**THE HON'BLE MR. JUSTICE RAJESH RAI K**

**MISCELLANEOUS FIRST APPEAL NO.8583 OF 2022(MV-I)**

**C/W**

**MISCELLANEOUS FIRST APPEAL NO.8558 OF 2022(MV-I)**

**IN MFA No. 8583/2022**

**BETWEEN:**

1. B. V. KRISHNAMURTHY  
S/O B.V. VISHWANATHAIAH  
AGED ABOUT 48 YEARS  
(PARTNER)  
SRI KANYAKA PARAMESHWARI  
OIL MILLS NO. 13/1  
GANESHA TEMPLE ROAD,  
BENDRENAGAR, KADRIRENAHALLI  
BANGALORE 560 070

2. B.V. KRISHNAMURTHY  
S/O B.V. VISHWANATHAIAH  
AGED ABOUT 48 YEARS  
RESIDING AT NO.114,  
GOTTIGEHALLI ROAD,  
KAGGALAHALLI  
KANAKAPURA MAIN ROAD  
BANGALORE-562 112

...APPELLANTS

(BY SRI. GOPAL KRISHNA N, ADVOCATE)

**AND:**

1. SRI. MANJEGOWDA  
S/O THIMMEGOWDA

Digitally signed  
by PANKAJA S  
Location: HIGH  
COURT OF  
KARNATAKA



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NOW AGED ABOUT 41 YEARS  
RESIDING AT NO. 21,  
3<sup>RD</sup> CROSS, 7<sup>TH</sup> MAIN  
MANUJNAGAR, BANASHANKARI  
2<sup>ND</sup> STAGE, BANGALORE 560 070

AND ALSO R/AT  
GOLENAHALLI,  
SHANKARANAHALI  
KATTAYA HOBLI, ALUR TALUK  
HASSAN DISTRICT 573 213

2. THE REGIONAL MANAGER  
UNITED INDIA INSURANCE  
COMPANY LTD, 5<sup>TH</sup> FLOOR  
KRUSHI BHAVANA, HUDSON CIRCLE  
BENGALURU 560 001

...RESPONDENTS

(BY SRI. JWALA KUMAR, ADVOCATE FOR R2,  
SRI. N. R. RANGEGOWDA, ADVOCATE FOR R1)

THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST THE  
JUDGMENT AND AWARD DATED 13.09.2022 PASSED IN MVC  
NO. 5989/2019 ON THE FILE OF THE IX ADDITIONAL SMALL  
CAUSES JUDGE, COURT OF SMALL CAUSES, MEMBER,  
ADDITIONAL MACT-7, BENGALURU (SCCH-7), AWARDED  
COMPENSATION OF RS.2,28,583/- WITH INTEREST AT 6  
PERCENT P.A. FROM THE DATE OF PETITION TILL THE DATE OF  
DEPOSIT.

**IN MFA NO. 8558/2022**

**BETWEEN:**

SRI. MANJEGOWDA  
S/O THIMMEGOWDA  
AGED ABOUT 38 YEARS  
R/A NO.21, 3<sup>RD</sup> CROSS  
7<sup>TH</sup> MAIN, MANJUNAGAR  
BANASHANKARI 2<sup>ND</sup> STAGE



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BANGALORE  
AND ALSO RESIDING AT  
GOLENAHALLI  
SHANKARANAHALI POST  
KATTAYA HOBLI, ALUR TALUK  
HASSAN DISTRICT

...APPELLANT

(BY SRI. RANGEGOWDA N.R, ADVOCATE)

**AND:**

1. B.V KRISHNAMURTHY  
(PARTNER)  
SRI KANYAK PARAMESHWARI OIL MILLS  
NO.13/1, GANESHA TEMPLE ROAD  
BENDRENAGAR, KADRIRENAHALI  
BANGALORE-560 070  
(OWNER OF ASHOK LEYLAND BEARING  
REG. NO. KA-05-AG-8540)
2. B.V KRISHNAMURTHY  
AGE MAJOR  
S.K AAGROTECH  
SY NO.114, GOTTIGEHALLI ROAD  
KAGGALAHALLI, KANAKAPURA MAIN ROAD  
BANGALORE-562 112  
(INSURER OF THE ASHOK LEYLAND BEARING  
NO.KA-05-AG-8540)
3. THE REGIONAL MANAGER  
UNITED INDIA INSURANCE CO LTD  
5<sup>TH</sup> FLOOR, KRISHI BHAVANA  
HUDSON CIRCLE, BANGALORE-560 001  
(POLICY NO.0718033118P105455693  
VALID FROM 22.08.2018 TO 21.08.2019)

...RESPONDENTS

(BY SRI. GOPAL KRISHNA N, ADVOCATE FOR R1 & R2,  
SRI. JWALA KUMAR, ADVOCATE FOR R3))



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THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST THE JUDGMENT AND AWARD DATED 13.09.2022 PASSED IN MVC NO. 5989/2019 ON THE FILE OF THE IX ADDITIONAL SMALL CAUSES JUDGE, COURT OF SMALL CAUSES, MEMBER, MACT-7, BENGALURU (SCCH-7), PARTLY ALLOWING THE CLAIM PETITION FOR COMPENSATION AND SEEKING ENHANCEMENT OF COMPENSATION.

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

CORAM: HON'BLE MR. JUSTICE RAJESH RAI K

### **ORAL JUDGMENT**

1. The insured and the claimant are in appeal challenging the judgment and award dated 13.09.2022 passed in MVC.No.5989/2019 by the Tribunal.
2. The factual matrix of the case is that on 08.08.2019, at about 3 p.m., when the claimant was traveling as a coolie in Ashok Leyland Goods vehicle bearing registration No.KA05 AG 8540, on Kunigal - Nelamangala Road near Seetharamabattarapalya, Kasaba Hobli, Nelamangala Taluk, the said vehicle being driven by its driver in a rash and negligent manner with high speed, dashed against the road side tree. As a result of which, the claimant sustained grievous injuries. Immediately thereafter, he was shifted to Government Hospital,



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Nelamangala and from there to, Devegowda Hospital, Rajivgandhi Hospital and Sanjaygandhi Hospital. Accordingly, he filed claim petition in MVC.No.5989/2019 claiming compensation for the accidental injuries suffered by him.

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

| <b>Sl. No.</b> | <b>Particulars</b>                    | <b>Amount in (Rs.)</b> |
|----------------|---------------------------------------|------------------------|
| 1.             | Pain and sufferings                   | 1,00,000               |
| 2.             | Medical expenses                      | 68,583                 |
| 3.             | Loss of earning during laid up period | 40,000                 |
| 4.             | Loss of amenities                     | 20,000                 |
|                | <b>Total</b>                          | <b>2,28,583</b>        |

Further, the Tribunal, exonerated the insurance company from its liability to indemnify the insured as the policy does not cover the risk of coolie since no additional premium was paid by the insured.

4. Aggrieved by the same, the claimant filed MFA.No.8558/2022 seeking enhancement of compensation and



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the insured filed MFA.No.8583/2022 challenging exoneration of liability on the insurer.

5. Heard the learned counsel for the insured and the learned counsel for the claimant.

6. The primary contention of the learned counsel for the insured - owner is that though the injured was travelling in the vehicle in question as a coolie/loader and unloader on the date of accident and that the policy did not cover the risk of a coolie, however, as per proviso (i) to Section 147 (1) of the Motor Vehicles Act (for short, "the MV Act"), it covers the risk of employee carried in the goods carriage even without payment of additional premium. Emphasizing on Rule 100 of Karnataka Motor Vehicles Rules, 1989 (for short, "the KMV Rules"), he submits that in a light transport goods vehicle as per Rule 100(1)(ii) of the KMV Rules three persons are allowed to travel. As such, the Tribunal has erred in exonerating the insurer and fastening the liability on the insured. Accordingly, he prays to allow the appeal filed by the insured by saddling the liability on the insurer.



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7. Per contra, learned counsel for the insurer by supporting the impugned judgment submits that the Tribunal was justified in exonerating the insurer since the policy issued - Ex.R2 clearly reveals that it is a GCV public carrier other than three wheeler package policy and the insured had not paid any additional to cover the risk of coolie. In such circumstances, he submits that the Tribunal has exonerated the insurer. Accordingly, he prays for dismissing the appeal of the insurer as well as the claimant.

8. Learned counsel for the claimant submits that the Tribunal has erred in awarding meagre compensation by not considering the disability sustained by the claimant and also by not considering the evidence of PW.2 - Doctor and also failed to determine the proper income of the claimant. Accordingly, he prays to enhance the same under all the heads by allowing the appeal of the claimant.

9. I have given my anxious consideration to the contentions of learned counsel for the respective parties and perused the material on record.



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10. As could be gathered from records, the occurrence of the accident while the claimant was travelling as a coolie in the goods vehicle as well as the coverage of policy to the said goods vehicle are not in dispute. It is contended by the insurer that the policy is a GCV public carrier other than three wheeler package policy and that the insured had not paid any additional premium to cover the risk of coolie, as such, the Tribunal has rightly exonerated the insurer. Proviso to Section 147(1) of MV Act clearly states that the policy shall not be required to cover liability in respect of the death, arising out of and in the course of his employment, of the employee of a person insured by the policy or in respect of bodily injury sustained by such an employee arising out of and in the course of his employment, if it is a goods carriage, being carried in the vehicle. As per the proviso to Rule 100 of the KMV Rules the owner or the hirer or a bonafide employee of the owner can permit carriage of passengers free of charge to an extent of three persons in any light transport goods vehicle. Thus, in respect of a goods vehicle, though there is a general bar for carriage of passengers, the owner can, nevertheless permit his bonafide



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employees, subject to an outer limit of three persons to travel in a light goods vehicle. Consequently, if in law, it is permissible for a goods vehicle to carry employees of the owner or hirer of the vehicle, the insurer would be liable for compensation in the unfortunate event of an accident by virtue of statutory liability imposed on the insurer under Section 147 of the MV Act. Thus, the finding of the Tribunal in this regard is modified and it is held that the insurer is liable to make good the compensation.

11. As regards compensation, the Tribunal, by considering the evidence of PW2 -doctor, who opined that the fracture sustained by the claimant had united and the injuries have not caused any functional disability to the claimant, morefully on his earning capacity, has not awarded any compensation towards loss of future earnings. However, considering the other aspects, the Tribunal has awarded compensation of Rs.2,28,583/- towards pain and suffering, medical expenses, attendant charges and loss of amenities. Upon reassessment of the entire evidence, I am of the considered view that instead of enhancing the sum under each head, it would be just and appropriate to award a sum of Rs.75,000/- as global



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compensation in addition to what has been awarded by the Tribunal i.e., Rs.3,03,583/- along with interest at 6% p.a. from the date of petition till its realisation.

12. The insurer is directed to deposit the aforesaid compensation within a period of six weeks from the date of receipt of a copy of this judgment.

13. The amount in deposit shall be transferred to the concerned Tribunal and thereafter, the Tribunal shall refund the amount paid/deposited by the insured on proper identification of the details of the insured through online transfer.

Accordingly, the appeal of the claimant as well as the appeal of the insured are allowed in part.

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

PKS  
List No.: 1 Sl No.: 18