



CNR: KAHC010641482023

NC: 2026:KHC:53263
MFA No. 8081 of 2023

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 25TH DAY OF SEPTEMBER, 2026

BEFORE

THE HON'BLE MRS. JUSTICE GEETHA K.B.

MISCELLANEOUS FIRST APPEAL NO. 8081/2023 (MV-I)

BETWEEN:

1. SRI SATHISHA S
S/O LATE SHIVAKUMAR
AGED ABOUT 36 YEARS
NO.22, DODDERI VILLAGE
CHIKKANAHALLI POST, TAVAREKERE HOBLI,
BENGALURU SOUTH- 562130

...APPELLANT

(BY SRI. K T MADHU.,ADVOCATE)

AND:

1. M/S ASSOCIATED ROAD CARRIERS LTD
NO.30/1, 1ST FLOOR, S.J. TOWERS
MISSION ROAD, BENGALURU 560 027
(OWNER OF M/C NO. KA02-HZ-3307)
(REPRESENTED BY THEIR COUNSEL)

2. THE NEW INDIA ASSURANCE CO. LTD
REGIONAL OFFICE, NO.9/2, 2ND FLOOR
MAHALAKSHMI COMPLEX, M.G. ROAD,
BANGALORE 01
(REPRESENTED BY ITS MANAGER)

...RESPONDENTS

(BY SRI. MUNIYAPPA.,ADVOCATE FOR R1 A/W GPA;

SRI.C.SHANKAR REDDY, ADVOCATE FOR R2)

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THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST THE JUDGMENT AND AWARD DATED 14.10.2022 PASSED IN MVC NO.2127/2020 ON THE FILE OF THE VIII ADDITIONAL SCJ AND ACMM, MEMBER, MACT, BENGALURU SCCH-5, PARTLY ALLOWING THE CLAIM PETITION FOR COMPENSATION AND SEEKING ENHANCEMENT OF COMPENSATION.

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

CORAM: HON'BLE MRS. JUSTICE GEETHA K.B.

ORAL JUDGMENT

1. This is the appeal filed under Section 173(1) of the Motor Vehicles Act, 1988 (for short, 'M.V. Act') by the appellant/claimant not satisfied with the compensation awarded in MVC No.2127/2020 dated 14.10.2022, on the file of VIII Additional Small Causes Judge and Motor Accident Claims Tribunal (SCCH-5), Bengaluru (in short 'the Tribunal').
2. Parties would be referred with their ranks, as they were before the Tribunal for the sake of convenience and clarity.
3. The claimant has filed the claim petition under Section 166 of MV Act before the Tribunal, claiming

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the compensation in respect of the injuries sustained by him in the road traffic accident that has taken place on 09.05.2020 at 04.50 p.m., involving motorcycle bearing Reg.No.KA-05/JQ-1141 and motor cycle bearing Reg.No.KA-02/HZ-3307 (offending motor cycle) on B.M.Road near Hejjala Village, while taking U-turn in Bidadi Hobli, Ramanagara district. The contention of the claimant is that, due to the accident, he sustained fracture of Tibia and Fibula bones of left leg; he took treatment as inpatient for 1 day each in 3 hospitals, 16 days in St. John's Hospital and spent more than about Rs.3,00,000/- towards his treatment. He was working as Senior Accounts Executive in a private Company, drawing salary of Rs.41,533/- per month and because of the accidental injuries, he resigned to his job. Hence, prayed for compensation under different heads.

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4. Respondent No.1 - owner of the vehicle filed his objection statement and denied the contention of the claimant in *toto* and contended that his vehicle is validly insured with respondent No.2 and he is having driving license. Hence, prayed for dismissal of the appeal.
5. Respondent No.2 - Insurance Company filed its objection statement denying all the averments made in the appeal and prayed for dismissal of the appeal.
6. After framing issues, recording evidence and hearing arguments of both sides, the Tribunal came to the conclusion that the claimant is entitled for total compensation of Rs.10,18,934/- with interest @ 6% per annum under the following different heads:

1	Loss of future income	Rs.7,59,034/-
2	Pain and sufferings	Rs.15,000/-
3	Conveyance, nourishment and attendant charges	Rs.15,000/-
4	Medical Expenses	Rs.1,55,367/-
5	Loss of amenities in life	Rs.15,000/-
6	Loss of income during laid	Rs.39,533/-

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	up period	
7	Future medical expenses	Rs.20,000/-
	Total	Rs.10,18,934/-

7. Not satisfied with the said compensation, the claimant is before this Court.
8. Heard the arguments of both sides.
9. The learned counsel for the appellant Sri K.T.Madhu would submit that, the claimant has sustained open fracture of Tibia and Fibula of left leg. Because of that, he was bed ridden for 6 months. He was in a private employment as Senior Accounts Executive and because of these accidental injuries; he could not continue his job and thus, resigned to his job. The doctor who examined the claimant has assessed the disability at 42% to particular limb and 14% of it to be one third of whole body. But, the Tribunal has taken the disability at 10% to the whole body and compensation awarded under future earning capacity

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is on lower side. Further, the Tribunal has awarded compensation under other heads on lower side and Tribunal has deducted Rs.1,60,000/- out of medical expenses on the ground that, it was paid to the claimant, which is not proper. In this regard, the learned counsel for the appellant places reliance on the judgment of the Hon'ble Apex Court in case of ***New India Assurance Co. Ltd. vs Dolly Satish Gandhi and another***¹ and by placing reliance on said judgment, the co-ordinate bench of this Court has passed a judgment in ***V V Pradeep vs Avinash Sadakale and another***². Hence, prayed for enhancement of the compensation.

10. The learned counsel for respondent No.2 Sri C Shankar Reddy would submit that the claimant was working as Senior Accounts Executive and he has not produced any document to show that, he resigned to

¹ C.A.No.....of 2026 @ SLP(Civil) Nos.18267/2025

² MFA No.8290/2023 dd 13.08.2026

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the job and further, there is no functional disability to the claimant because he need not stand or travel for his work and no such material is produced by him. Even then the Tribunal has taken the disability at 10% and awarded the compensation and unfortunately, it is satisfied by the insurance Company. Hence, prayed for dismissal of the appeal.

11. The learned counsel for respondent No.1 Sri Muniyappa would adopt the arguments of respondent No.2.

12. Having heard the arguments of both sides, verifying the appeal papers and Trial Court records, the point that arises for consideration is:

"Whether the claimant is entitled for enhancement of compensation?"

13. Finding of this Court is in '**Negative**' for the following:

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REASONS

14. The facts which are not in serious dispute are that claimant while riding the motor cycle met with an accident due to the rash and negligent riding of the offending motor cycle and because of that, he sustained fracture of distal third shaft of Tibia and Fibula of both bones of left leg. The claimant has taken treatment as inpatient for 1 day each in 3 hospitals and 16 days as inpatient in St. John's Hospital.
15. PW2 - the doctor in his affidavit evidence has assessed disability at 42%. In the cross-examination, the doctor has deposed that the claimant is a Senior Accounts Executive, he can work sitting on the chair, but that is with some difficulty. He further admitted that, he has not stated in his affidavit evidence that, the claimant is unable to work sitting on chair.

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16. The claimant examined his employer as PW3 to say that, he resigned to his job.
17. The pay slips of the claimant are produced by PW3 as per Ex.P.21. According to the evidence of the claimant and PW3, the claimant worked only for a period of 4 months prior to the accident. It is not in dispute that the accident has taken place on 09.05.2020. The salary slip of May-2020 produced by PW3 reveals that claimant worked for 18 days; even if it is presumed that he worked 9 days prior to the accident; he worked 9 more days after the accident in the said month of accident.
18. The learned counsel for the appellant would submit that the claimant has to travel for long distance to do his job and it would be difficult for him to do so. But, he needs traveling for long distance to perform his job is not pleaded or proved. It is only the argument

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of learned counsel for the claimant, which cannot be accepted.

19. PW3 in his cross-examination categorically admitted that they have not removed the claimant from job on the ground that he is continuously absent to his job.
20. The learned counsel for the appellant would submit that the amount reimbursed to the claimant as medical insurance is also to be added in the compensation amount. In this regard, he places reliance on the judgment of the Hon'ble Apex Court in the case of ***New India (supra)*** wherein at paragraph Nos.9 to 11 held as follows:

"9. Having considered judgments of this Court as above, we are of the considered opinion that the answer to the question raised in this appeal is not a matter of Sherlockian deduction. A Mediclaim policy is a policy that is purchased by a person, accounting for the uncertainties of life and preparing a financial base for an unfortunate possible eventuality. The human body is a coming together of

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intricate systems where there is always a possibility that something may go wrong or may need mending. In today's time when medical expenses are skyrocketing for a variety of reasons, the ability to meet such expenses, suddenly as and when they may arise, is not something that rests with all. It is, as such, a necessary facet of preparation that people undertake. It doesn't specifically deal with accidental coverage only.

10. The contractual benefit of reimbursement of medical expenses as a result of this policy is, therefore, independent of any other claim. The provisions of the MVA are only triggered in the unfortunate eventuality if a death or injury arising out of a motor vehicle accident occurs. That in itself, when it does arise, cannot eclipse the contractual benefit to which a person who has paid premiums, is entitled too. Compensation under MVA while it recognizes reimbursement of medical expenses is distinct from the contractual benefit, though it may be with respect to the very same heads. If the view of the High Courts that this would amount to "double benefit" is agreed to by this Court, a peculiar situation will arise. On the one end, it may save compensation from being affected by double benefit, if it can be called that, but on the other, it would denude the

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claimant of the benefits that arise out of them parting with their hard-earned money in the form of Medici claim premiums. It would also amount to an undue advantage to the company granting the Medici claim policy to the claimant if the claimant's claim is extinguished by the award of the MACT having granted medical expenses for, they would have received the premium but would not be required to pay any amount in the event of medical bills having arisen. Similarly, it may amount to an unjust benefit to the insurer of the offending vehicle if they are not required to compensate under one of the heads of medical expenses solely on account of the fact that the claimant had received the benefit of a policy for which they had been paying premiums for years on end. There is yet another aspect. The guiding yardstick in Medici claim vis a vis MVA is different. In the former, a Medici claim policy is taken up to a certain amount and if the claim of the policy holder once found to be holding merit go beyond it, the holder has no option but to foot the bill out of pocket however in the latter, because of its beneficial nature the only guide is the broad principle of just and fair compensation. Put differently, the compensation that may be awarded thereunder has no strict monetary limits.

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11. We may also say that looking at these two amounts as "double benefit" may not be appropriate since one situation is only the fruit of amounts already paid in the past. Only because they appear same or similar, they cannot be termed as "double benefit". Still further there is another reason why these two amounts stand on a different footing. The amount received under MVA arises from a beneficial legislation and as guided by just compensation which is intended to put the injured or the claimants (legal representatives of the deceased) in a position, as far as possible, at least monetarily, if the accident in question had not taken place. Naturally, this stands on a higher pedestal - not only because it is a statutory entitlement of compensation but also because the nature of the statute is entirely beneficial. To equate these two amounts to pulling down the MVA or unnecessarily hyping up the Mediclaim policy."

21. In the evidence, the claimant would depose that he received reimbursement from the Company.

22. In this regard, PW1 in his evidence stated " ನಾನು ಕೆಲಸ ಮಾಡುತ್ತಿದ್ದ ಕಂಪನಿಯಲ್ಲಿ ವೈದ್ಯಕೀಯ ವೆಚ್ಚ ಪಾವತಿ ಸೌಲಭ್ಯ ಇರುತ್ತದೆ.

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ಕಂಪನಿಯಿಂದ ವೈದ್ಯಕೀಯ ವೆಚ್ಚ ರೂ.1,60,000/- ಚೆಲ್ಲರೆ ಕೊಟ್ಟಿದ್ದಾರೆ.
ಉಳಿದ ಹಣವನ್ನು ನಾನೇ ಪಾವತಿಸಿದ್ದೇನೆ."

23. Further, PW3 admitted that there is medical reimbursement to the claimant.
24. In the aforesaid case, the Mediclaim policy was taken by the claimant by spending his hard earned money and at that juncture, the Hon'ble Apex Court held that, there is no question of double benefit to the claimant in reimbursing the said amount to the claimant. However, that is not the situation in present case. The claimant has obtained medical reimbursement from his Company and he had not taken any medical claim policy from his earnings.
25. Thus, when there is clear admission from PW1 that there is medical reimbursement provided to him from his Company, the submission of the learned counsel for the claimant that, it is the personal medical policy of the claimant is not acceptable one. Hence, the

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aforesaid judgment of the Hon'ble Apex Court is not helpful for the claimant.

26. As discussed above, there is no functional disability to the claimant but, he is having some disability. Even then, the Tribunal considered there is 10% functional disability and awarded compensation of Rs.7,59,034/- under the head 'loss of future income'. The insurance Company has not disputed it and satisfied the award. Hence, that need not be discussed here in length. However, the Tribunal has awarded less compensation under the heads - 'pain and suffering', 'loss of amenities' and 'loss of income during laid-up period'. But as there is higher compensation under the head 'loss of future income', reassessing the compensation under these three heads and enhancing the compensation to the claimant does not arise.

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27. For the above reasons this Court holds that the appeal deserves to be dismissed. Accordingly, the appeal is ***dismissed.***

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(GEETHA K.B.)
JUDGE

SPV
List No.: 1 SI No.: 18