



CNR: KAHC010678002024

NC: 2026:KHC:44265
MFA No. 7765 of 2024

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 18TH DAY OF AUGUST, 2026

BEFORE

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

MISCELLANEOUS FIRST APPEAL NO.7765 OF 2024(MV-I)

BETWEEN:

SHRI. ANANTHASHAYANA M.S.,
S/O. SHRI M. SEETHARAMU,
AGED ABOUT 43 YEARS,
R/A. NO.205, 29TH CROSS,
SHAKTHI NAGAR,
DR. RAJKUMAR ROAD,
MYSURU - 570 024.

...APPELLANT

(BY SRI. SANATH KUMARA K.M., ADVOCATE)

AND:

1. SMT. NAHEDA,
W/O. SHRI SYED DASTHAGIR,
AGED MAJOR,
R/A. NO.838, SRIKANTHESHWAR,
SCHOOL ROAD, K.N. PURA,
MYSURU - 570 019.
2. THE DIVISIONAL MANAGER,
BAJAJ ALLIANCE GENERAL
INSURANCE CO. LTD.,
NO.1335/A, C AND D BLOCK,
1ST FLOOR, PANCHAMANTHRA ROAD,
OPPOSITE GNANA GANGA SCHOOL,
CHAMARAJA MOHALLA,
KUVEMPU NAGAR,
MYSURU - 570 023.

...RESPONDENTS

(BY SRI. SALIM ALI KHAN S., ADVOCATE FOR R1.
SRI. P.S. JAGADISH, ADVOCATE FOR R2)



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THIS MFA FILED UNDER SECTION 173(1) OF MV ACT, AGAINST THE JUDGMENT AND AWARD DATED:12.10.2023 PASSED IN MVC NO.1515/2021 ON THE FILE OF THE PRINCIPAL JUDGE, COURT OF SMALL CAUSES, AS A PRESIDING OFFICER, MOTOR ACCIDENTS CLAIMS TRIBUNAL, MYSURU, 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 MR. JUSTICE T.M.NADAF

ORAL JUDGMENT

This appeal is filed by the injured-claimant challenging the Judgment and award dated 12.10.2023 passed by the Principal Small Causes and Senior Civil Judge and MACT, Mysuru¹, in M.V.C No.1515/2021.

2. The Tribunal vide impugned Judgment and award, granted compensation of Rs.80,000/- along with interest @ 6% per annum from the date of petition till realization. However, fastened the entire liability on respondent No.1 - Insured on the ground that there is violation of terms and

¹ the Tribunal, for short



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conditions of the policy that respondent No.1 entrusted the vehicle to an unlicensed driver.

3. The date of accident, involvement of vehicle and injury suffered are not in dispute. The only dispute is with respect to quantum of compensation and the liability fastened on the Insured.

4. Heard, Sri.Sanath Kumara.K.M, learned counsel appearing for the appellant/claimant and Sri.P.S.Jagadish, learned counsel appearing for respondent No.2 - Insurer. Though respondent No.1 - Insured is represented by counsel, he is not present before the Court today.

5. Sri.Sanath Kumara.K.M, argued this matter on two grounds. Firstly, the Tribunal though allowed the claim petition in part and granted compensation, but erred in exonerating the Insurer absolutely, thereby fastening entire liability on the Insured on the premise that the rider of the vehicle was not holding valid license as on the date of accident and there is a violation in the policy condition. He



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further submits that in view of settled position of law, the Tribunal ought to have directed the Insurer to pay compensation primarily with a liberty to recover the same from the Insurer, as the claimant was a third party. Secondly, the compensation awarded when compared to injuries suffered, undergone surgery herein implants were inserted, requires reconsideration under all heads. With this he sought to allow the appeal.

6. Sri.P.S.Jagadish, learned counsel appearing for the Insurer with all vehemence submits that the Tribunal is right in holding that the Insured is liable to pay compensation. The reason being the rider was not holding valid license as on the date of the accident and there is a violation in the policy conditions. In the case on hand, respondent No.1 Insured has taken risk of entrusting the vehicle to an unlicensed driver. As such, the first ground of learned counsel for the claimant does not hold any water and required to be rejected. Secondly, the compensation awarded when compared to injuries under all heads are



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proper and just compensation. As such the entire Judgment and award passed by the Tribunal does not call for any interference. With this he sought to dismiss the appeal.

7. Having considered the rival submissions, I have gone through the entire appeal memorandum as well as Trial Court record.

8. The following points would arise for my consideration:

- (1) *Whether the claimant has made out any case for enhancement?*
- (2) *Whether the Tribunal is right in exonerating the insurer absolutely?*

9. My answer to the above points for consideration are as under:

Point No.1 : ***Partly in the Affirmative.***

Point No.2: ***Partly in the Affirmative,*** for the following:

REASONS



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10. **POINT NO.1:** This Court finds force in the submission of learned counsel for the appellant that, looking into the injuries suffered and treatment undergone, the compensation awarded under each head requires reconsideration. The claimant has made out a case for enhancement. Accordingly, the point for consideration is answered ***partly in the affirmative.***

11. **POINT NO.2:** So far as liability to pay the compensation is concerned, the Tribunal has fastened the entire liability on the Insured, exonerating the Insurer absolutely only on the ground that the rider of the vehicle was not holding valid license as on the date of accident and there is a violation of policy condition. Admittedly, the claimant was a third party. In view of settled position of law by the Hon'ble Supreme Court in ***PAPPU DEO YADAV VS. NARESH KUMAR AND OTHERS²***, whenever there is involvement of third party claim, even in the violation of policy conditions, the Insurer is primarily made liable to pay

² AIR Online 2018 SC 1582



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the compensation with liberty to recover the same from the Insured. In these circumstances, the finding of the Tribunal exonerating the Insurer absolutely is erroneous. Accordingly, the point for consideration is answered ***Partly in the Affirmative*** and the finding of the Tribunal is modified. In view of answering Point No.2 in favor of the claimant, the Insurer is directed to pay the compensation primarily with a liberty to recover the same from the owner of the vehicle i.e., Insured.

12. So far as quantum is concerned, in view of the reasons stated supra, the claimant is entitled for the following re-determined compensation.

Sl. No.	Heads	Compensation awarded by the Tribunal In Rs.	By this Court In Rs.
1.	Pain, Agony and suffering	30,000-00	60,000-00
2.	Loss of amenities and happiness and inconvenience	10,000-00	50,000-00 (10,000 + 40,000)
3.	Loss of earning during laid up period	30,000-00	60,000-00 (15,000 x 4 months)
4.	Towards attendant, food, nourishment and other sundry expenses	10,000-00	20,000-00 (10,000 + 10,000)
	TOTAL	Rs.80,000-00	Rs.1,90,000-00



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13. Accordingly, the claimant is entitled for reassessed compensation of **Rs.1,90,000/-** as against Rs.80,000/-, which shall carry interest @ 6% per annum from the date of petition till realization.

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

ORDER

- (i) The appeal is ***allowed in part.***
- (ii) The Judgment and Award dated 12.10.2023 passed by the Principal Small Causes and Senior Civil Judge and MACT, Mysuru, in M.V.C No.1515/2021 is modified and the compensation is reassessed.
- (iii) The Claimant is entitled for reassessed compensation of **Rs.1,90,000/-** with interest @ 6% per annum from the date of petition till realization.
- (iv) Respondent No.2 - Insurer is directed to deposit the entire reassessed compensation along with accrued interest supra primarily



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before the Tribunal within six weeks from the date of receipt of certified copy of this order, with a liberty to recover the same from the Insured.

- (v) Upon deposit, the entire amount shall be released in favor of the claimant on proper identification.
- (vi) The Trial Court Record secured if any, shall be transmitted forthwith to the concerned Tribunal.
- (vii) No order as to costs.

Though the Insured is represented by counsel, however the said counsel is not present before the Court today. The insured is therefore bind over to produce the documents with respect to the properties in her name, so as to enable the Insurer to recover the amount paid in this case to the claimant.

**Sd/-
(T.M.NADAF)
JUDGE**

TKN
List No.: 1 Sl No.: 20
ct-vn