

THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO

MACMA.Nos.417 and 418 of 2016

COMMON JUDGMENT:

These two appeals are being disposed of by this common order, as they arise out of award dated 05.03.2008 in M.V.O.P.No.463 of 2006 on the file of the Court of the Special Judge for SC/ST (POA) Act-cum-VI Additional District and Sessions Judge, Kurnool-cum-Chairman, Motor Accidents Claims Tribunal, Kurnool (for short, the Tribunal).

2. MACMA.No.417 of 2016 was filed by Oriental Insurance Company, whereas MACMA.No.418 of 2016 was filed by North West Karnataka State Road Transport Corporation. Both the appeals raise a common point with regard to their liability in the case of a hired bus. But the issue with regard to hired bus is now authoritatively settled by the Supreme Court in **Managing Director, KSRTC v. New India Assurance Co. Ltd.** ^[1] holding that all are jointly and severally liable to the claim; but however, the Road Transport Corporation, in terms of the lease agreement entered into with the registered owner, would be entitled to recover the amount paid to the claimants from the owner as stipulated in the agreement or from the insurer.

3. The claimant filed MVOP.No.463 of 2006 claiming a compensation of Rs.5,00,000/- for the injuries sustained by him in a motor accident that occurred on 01.04.2006. The claimant was aged about 7 years as on the date of accident and was studying second class. In the accident, his left leg was amputated.

4. The owner of the bus, which was involved in the accident remained *ex parte* and the case was contested by the appellants herein. The Tribunal awarded an amount of Rs.3,45,000/- towards compensation, by its award dated 05.03.2008, against the appellants.

5. The present appeals are preferred by Oriental Insurance Company

and North West Karnataka State Road Transport Corporation as stated above. In view of the decision in **Managing Director, KSRTC's** case (supra), the award passed by the Tribunal has to be upheld. However, Karnataka State Road Transport Corporation can recover the amount from the owner as stipulated in the agreement or from the insurer.

6. The appeals are, accordingly, dismissed. Miscellaneous petitions pending, if any, shall stand closed. There shall be no order as to costs.

A.RAMALINGESWARA RAO, J

Date: 11.02.2016
TJMR

[\[1\]](#) 2015 (6) ALD 166 (SC)