CNR: KAHC010494332019

IN THE HIGH COURT OF KARNATAKAAT BENGALURU

DATED THIS THE 13TH DAY OF NOVEMBER, 2026

BEFORE

THE HON'BLE MS. JUSTICE TARA VITASTA GANJU

MISCELLANEOUS FIRST APPEAL NO. 8756 OF 2019 (MV-D)

BETWEEN:

SMT. BHAVANI
W/O KOYA KHARVI,
AGED ABOUT 49 YEARS,
R/AT KOTEBAGILU, THALLUR VILLAGE,
KUNDAPURA TALUK-576201.

...APPELLANT

(BY SRI. NAGARAJA.H.R.,ADVOCATE)

AND:

1. MANAGING PARTNER,
M/S. MANSOOR BROTHERS,
H.NO.3-172, ANISHA MANZIL,
MARAVANTHE VILLAGE,
KUNDAPURA TALUK-576201.

Digitally signed by
SUMATHY KANNAN
Location: HIGH
COURT OF
KARNATAKA

2. M/S. UNITED INDIA INSURANCE CO. LTD.,
BRANCH OFFICE,
LAXMINARASIMHA COMPLEX,
OPP. KSRTC DEPOT,
VODERHOBLI, KUNDAPURA TALUK,
UDUPI DISTRICT-576201,
REP. BY ITS BRANCH MANAGER.

...RESPONDENTS

(BY SRI. P.B.RAJU., ADVOCATE FOR R2;
R1-SERVED)

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THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST THE JUDGMENT AND AWARD DATED 17.06.2019 PASSED IN MVC NO.403/2017 ON THE FILE OF THE ADDITIONAL DISTRICT

JUDGE AND ADDITIONAL MACT, UDUPI, KUNDAPURA, PARTLY ALLOWING THE CLAIM PETITION FOR COMPENSATION AND SEEKING ENHANCEMENT OF COMPENSATION.

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

CORAM: HON'BLE MS. JUSTICE TARA VITASTA GANJU

ORAL JUDGMENT

1. The present appeal seeks to challenge an Award dated 17.06.2019 in M.V.C.No.403/2017, passed by the learned Additional District Judge and Additional MACT, Udupi, (sitting at Kundapura), Kundapura [hereinafter referred to as the 'Impugned Award']. By the Impugned Award, the learned Tribunal has awarded compensation to the appellant/claimant in a sum of Rs.14,30,800/- along with interest at the rate of 6% per annum from the date of petition till its realisation.

2. Although the present appeal is posted for Admission, given the limited issue involved and the pendency of the matter since seven years, with the consent of the parties,

it is taken up for hearing and disposal at the admission stage itself.

3. None appears for the respondent No.1/owner, despite service. The respondent No.1 is proceeded with *ex-parte.*

4. Briefly the facts of the case are, that an accident took place on 25.11.2016, while the deceased was proceeding in an Insulator Lorry bearing registration No.KA-20/D-747, as its Cleaner, which was being driven on NH-17, the driver of the vehicle drove at a high speed and in a rash and negligent manner and lost control over the vehicle and hit the motorcycle bearing registration No.GA-08/AJ-2470, which turned turtle and hit a tree. Due to the impact, the deceased Ganesh who was inside the cabin sustained grievous injuries and succumbed to his injuries on the spot. The injured was declared as 'brought dead' in the Hospicio Hospital, Margoa.

5. A claim petition was filed under Section 166 of the Motor Vehicles Act, 1988 [hereinafter referred to as 'the M.V. Act'] by the mother of the deceased. It was stated therein that the deceased was her 20 years old son and he was the only earning member of the family, drawing salary in a sum of Rs.15,000/- per month.

5.1 On service of notice in the claim petition, the respondent No.1 therein/owner remained absent and therefore he was proceeded with *ex-parte* by the Tribunal. The respondent No.2 therein/Insurance Company appeared through its learned counsel and filed its Written Statement, denying the averments of the petition and stated that the compensation claimed was exorbitant.

6. Based on the pleadings filed by the parties, the following issues were framed by the learned Tribunal:

ISSUES

> *"1. Whether the petitioner proves that, she is the legal heirs of the deceased Ganesh and she is depending upon the income of the deceased Ganesh?*
>
> *2. Whether the Petitioner proves that there was a road traffic accident took place on 25-11-2016 at*

about 2.10 am, Dandeawadi, Chinchinim, Salcete, Goa State, over NH17, due to rash and negligent driving of the driver of the lorry bearing registration No.KA-20.D.747 and as such, the deceased Ganesh was working as a cleaner in the lorry and due to the said impact, the deceased sustained severe injuries and he died on the spot itself?

3. Whether the petitioner is entitled for compensation? If so, what is the quantum and from whom?

4. What Order or Award?"

7. The appellant/claimant examined herself as PW-1 and marked nine documents, which included FIR with complaint (Ex.P-1), spot mahazar (Ex.P-2), P.M. Report (Ex.P-3), spot sketch (Ex.P-4), inquest report (Ex.P-5), IMV report (Ex.P-6), charge sheet copy (Ex.P-7). On behalf of respondent No.2/Insurance Company, an Officer of the Insurance Company was examined as RW-1, who got marked five documents from Exs.R-1 to R-5.

8. The learned Tribunal, after examining the documents including the charge sheet (Ex.P-7), spot sketch (Ex.P-4), spot mahazar (Ex.P-2) and other documents, found that due to the fault of the driver of the offending vehicle, the

accident had occurred and that the deceased died on account of the injuries sustained in the accident.

8.1 While awarding the compensation, the learned Tribunal took the notional income at Rs.9,000/- per month and also given that the deceased was 21 years of age, 40% was also added as per the law laid down in the case of ***National Insurance Company Limited Vs. Pranay Sethi and others***[1]. Given that the deceased was a bachelor, 1/2 was deducted towards personal and living expenses. Since the deceased was aged about 21 years, the multiplier of '18' was applied. Accordingly, applying the judgments in the case of ***Sarla Verma (Smt) and others Vs. Delhi Transport Corporation and another***[2]and ***Pranay Sethi*** case, the 'loss of dependency' was calculated as follows:

Rs.9,000/- x 12 = 1,08,000/-
1,08,000/- + 40% (1,51,200/-)
1,51,200/- (-) 1/2 (75,600/-) =75,600/-
75,600/-x '18' = **13,60,800/-**

[1](2017) 16 SCC 680
[2](2009) 6 SCC 121

8.2 In addition, the learned Tribunal awarded amounts towards 'loss of estate', loss of love and affection and transportation and funeral expenses in the following manner:

Sl. No.	Heads of Compensation	Amount (in Rs.)
1	Loss of dependency	13,60,800/-
2	Loss to estate	15,000/-
3	Loss of love and affection	40,000/-
4	Transportation and funeral expenses	15,000/-
	TOTAL	**14,30,800/-**

8.3 The learned Tribunal thus awarded a sum of Rs.14,30,800/- along with interest at the rate of 6% per annum.

9. The learned counsel for the appellant/claimant submits that the accident took place in the year 2016, thus the notional income for a sum of Rs.9,500/- per month ought to have been awarded by the Tribunal as per the Notional Income Chart prepared by the Karnataka State Legal Services Authority, Bengaluru (KSLSA). Secondly, he submits that in view of the pendency of the matter and since the accident is of the year 2016,

escalation at 30% needs to be awarded as per the ***Pranay Sethi*** judgment. He submits, both these aspects were requisite and 30% escalation is also to be granted towards loss of estate, transportation and funeral expenses and loss of love and affection, since the accident is of the year 2016.

10. The learned counsel for the respondent No.2/ Insurance Company fairly submits that the notional income for the year 2016 is Rs.9,500/-. However, he contends that the amounts awarded under the non-pecuniary heads are just and proper.

11. This Court has examined the record. It is undisputed that the accident took place on 25.11.2016 and the deceased was aged about 21 years at the time of the accident and has left behind his mother as the sole dependent.

11.1 As stated above, the only issue is re-calculation of compensation based on the notional income as per the

Notional Income Chart prepared by the KSLSA, which is re-calculated as below:

Rs.9,500/- + 40% (3,800/-) = 13,300/-
13,300/- (-) 1/2 (6,650/-) =6,650/-
6,650/-x 12 x'18' = **14,36,400/-**

12. So far as concerns the compensation towards loss of estate, loss of love and affection and funeral expenses, the escalation at the rate of 30%, i.e. @ 10% for every three years (from the year 2016), as held in ***Pranay Sethi*** case, is awarded on the conventional heads of compensation. Thus, the revised calculation would be as follows:

Sl. No.	**Particulars**	**Amount (Rs.)**
1	Loss of Dependency	14,36,400/-
.2	Loss of Estate [Rs.15,000/-(+)30%]	19,500/-
3	Loss of Consortium [Rs.40,000/- (+)30%]	52,000/-
4	Funeral Expenses [Rs.15,000/-(+)30%]	19,500/-
	TOTAL	**15,27,400/-**
	Less: Awarded by the Tribunal	14,30,800/-
	Enhanced compensation	**96,600/-**

12.1 Hence, the appellant/claimant is entitled to total compensation in a sum of **Rs.15,27,400/-.**

13. On the aspect of the interest awarded by the learned Tribunal, it is noticed that the learned Tribunal has awarded interest at only 6% per annum. However, this Court has, in a recent judgment captioned ***United India Insurance Co. Ltd. vs. Sri. Malyadri. M And Others***[3]***,*** after analyzing the precedents of the Supreme Court and this Court, found that an award of 9% interest is in accordance with the settled provisions in the present-day scenario, especially in cases of death and permanent disability. It was held that the award of 9% interest has been regularly upheld by the Supreme Court. It is apposite to extract the relevant portion of the judgment below:

> *"15. The other issue raised is on interest awarded. It is apposite to set out the applicable provision.* ***Section 171 of the Motor Vehicles Act, 1988 [hereinafter referred to as 'the MV Act'] provides for the award of interest in the following manner:***
>
> > *"171.* ***Award of interest where any claim is allowed****. -* ***Where any Claims Tribunal allows a claim for compensation made under this Act,***

[3] 2026 SCC Online Kar 4090

such Tribunal may direct that in addition to the amount of compensation simple interest shall also be paid at such rate and from such date not earlier than the date of making the claim as it may specify in this behalf."

15.1 A plain reading of the said provision shows that Section 171 of the MV Act does not prescribe any rate of interest and gives the discretion to the learned Tribunal to do so. It further sets out that the Tribunal shall award simple interest from the date of filing the claim.

16. Interest is the compensation for the factum of money being held back from the family of a deceased or the injured. *The Courts have from time to time while discussing the principles for award of interest, held* ***that the interest is awarded not because of any contractual obligation but because of the delay in claimants receiving compensation after the occurrence of the accident.***

16.1 In ***Abati Bezbaruah vs. Geological Survey of India***[4]*, the Supreme Court has held that the interest rate must be fixed by taking all relevant factors including inflation, change of economy, policy being adopted by RBI from time to time, how long the case is pending, permanent injuries suffered by the victim, enormity of suffering, loss of future income, loss of enjoyment of life etc., into consideration.* ***It was further held that Section 34 of the Code of Civil Procedure,1908 nor Section 4A(3) of Workmen Compensation Act, 1923 are applicable in fixing the rate of interest.*** *The relevant extract is below:*

"18. Three decisions were cited before us by Mr. A.P. Mohanty, learned counsel appearing on behalf of the appellant, *in support of his contentions. No ratio has been laid down in any of the decisions in* ***regard to the rate of interest and the rate of interest was awarded on the amount of compensation as a matter of judicial discretion. The rate of interest must be just and reasonable***

[4] (2003) 3 SCC 148

depending upon the facts and circumstances of each case and taking all relevant factors including inflation, change of economy, policy being adopted by Reserve Bank of India from time to time, how long the case is pending, permanent injuries suffered by the victim, enormity of suffering, loss of future income, loss of enjoyment of life etc., into consideration. No rate of interest is fixed under Section 171 of the Motor Vehicles Act, 1988. Varying rates of interest are being awarded by Tribunals, High Courts and the Supreme Court. Interest can be granted even if a claimant does not specifically plead for the same as it is consequential in the eye of law. Interest is compensation for forbearance or detention of money and that interest being awarded to a party only for being kept out of the money which ought to have been paid to him. *No principle could be deduced nor can any rate of interest be fixed to have a general application in motor accident claim cases having regard to the nature of provision under Section 171 giving discretion to the Tribunal in such matter. In other matters, awarding of interest depends upon the statutory provisions, mercantile usage and doctrine of equity.* ***Neither Section 34 CPC nor Section 4-A(3) of the Workmen's Compensation Act are applicable in the matter of fixing rate of interest in a claim under the Motor Vehicles Act.*** *The Motor Vehicles Act. The courts have awarded the interest at different rates depending upon the facts and circumstances of each case. Therefore, in my opinion, there cannot be any hard-and-fast rule in awarding interest and the award of interest is solely on the discretion of the Tribunal or the High Court as indicated above."*

[Emphasis Supplied]

xxx xxx xxx

19. ***The Supreme Court in Supe Dei (Smt) and Others vs. National Insurance Company Limited and Another[5] affirmed that 9% per annum is an appropriate and consistently applied rate of***

[5](2009) 4 SCC 513

interest in motor accident compensation cases, reinforcing uniformity in such awards. *The relevant extract of the judgment is set out below:*

> *"11. Coming to the question of interest* ***this Court in Kaushnuma Begum v. New India Assurance Co. Ltd. observed that 9% is the appropriate rate of interest to be awarded and that rate is being applied in motor accident compensation cases."***
>
> *[Emphasis Supplied]*

20. However recently, ***the Supreme Court in Jagadish vs. Mohan[6] awarded interest at 9% per annum on compensation, reaffirming that such rate is appropriate in cases involving death, serious injury and substantial loss.*** *The relevant extract of the judgment is set out below:*

> *"****15. The Tribunal has noted that the appellant is unable to even eat or to attend to a visit to the toilet without the assistance of an attendant. In this background, it would be a denial of justice to compute the disability at 90%. The disability is indeed total.*** *Having regard to the age of the appellant, the Tribunal applied a multiplier of 18. In the circumstances, the compensation payable to the appellant on account of the loss of income, including future prospects, would be Rs 18,14,400. In addition to this amount, the appellant should be granted an amount of Rs 2 lakhs on account of pain, suffering and loss of amenities. The amount awarded by the Tribunal towards medical expenses (Rs 98,908); for extra nourishment (Rs 25,000) and for attendant's expenses (Rs 1 lakh) is maintained. The Tribunal has declined to award any amount towards future treatment.* ***The appellant should be allowed an amount of Rs 3 lakhs towards future medical expenses. The appellant is thus awarded a total sum of Rs.25,38,308 by way of compensation. The appellant would be entitled to interest at the rate of 9% p.a. on the compensation from the date of the filing of the claim petition.****The liability to pay compensation has been fastened by the Tribunal and by the High Court on the insurer, owner*

[6](2018) 4 SCC 571

and driver jointly and severally which is affirmed. The amount shall be deposited before the Tribunal within a period of 6 weeks from today and shall be paid over to the appellant upon proper identification."

[Emphasis Supplied]

21. The Supreme Court in ***Savita Devi & Ors. vs SBI General Insurance Company Limited and Others***[7] *relyingon the judgment in the case of* ***Malarvizhi &Ors. vs. United India Insurance Co. Ltd. & Ors.***[8] ***has enhanced the rate of interest from 6% to 9%, holding that "just compensation" must be determined on principles of fairness, reasonableness, and equitability, and that lower rates may not adequately compensate claimants****. The relevant extract of the judgment is set out below:*

"9. In view of the aforesaid, the present appeals succeed and the impugned order(s) by the High Court are set aside and that of the Tribunal is restored. ***Furthermore, the rate of interest awarded @ 6% per annum by the Tribunal is enhanced to 9% per annum as has been held in Malarvizhi & Ors. vs. United India Insurance Co. Ltd. & Ors. and*** *in the interest of determining 'just compensation' based fairness, reasonableness, and equitability."*

[Emphasis Supplied]

22. ***A similar view has been taken by the Supreme Court in The Oriental Insurance Company Ltd. vs. Niru @ Niharika & Others***[9] ***wherein 9% interest awarded was upheld noting that despite fluctuations in economic conditions, such rate remains justified, especially in cases involving prolonged delay.*** *It emphasized that interest should ordinarily run from the date of filing unless delay is clearly attributable to claimants. The relevant extract of the judgment is set out thus:*

[7]Civil Appeal No.10053-10054/2024- order dated 02.09.2024.
[8] (2020)4 SCC 228
[9]2025 INSC 822 dated 14.07.2025

"3. The Insurance Company filed an appeal before the High Court against the award amounts raising multifarious contentions. It was first contended that the accident occurred only due to the rashness and negligence of the car driver. On the quantum, it was submitted that admittedly the wife married in the year 2002 and the multiplier should have been only 7, taken from the death of the first husband. ***The exchange rate as adopted by the Tribunal, was also assailed together with the interest granted at the rate of 9%, which it was contended was against the existing interest rates. Specific contention was taken against the long delay in disposing of the claim petition, which was filed in the year 1995 and disposed of in the year 2017.*** *The allegation was that the claimants who were residing in the U.K. were solely responsible for the delay occasioned. We see the said contention having been taken relying on Annexure A-4 produced in the memorandum of SLP filed.*

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7. ***Yet another contention taken up is the interest granted at the rate of 9%. The Insurance Company relies on Annexure P-1 history of the case to contend that there was undue delay caused by reason of the claimants having not entered their evidence. From Annexure P-1, we see that the claim petition was filed on 28.12.1995 and it first came up for hearing on 11.09.2012. It is seen from Annexure P-1 that the case was posted for applicants' evidence on various dates from 2012 to 2016. However, there is nothing to indicate that it was only by reason of the claimants' absence that the consideration was delayed. Merely because, on various dates, for 4 years, the case*** *was posted for the claimants' evidence, it does not necessarily mean that the claimants were responsible for the delay.* ***Long delays cannot, without proper substantiation, be cast upon the shoulders of one or other party to the lis.*** *We hence do not find any reason to find the delay to be the sole responsibility of the claimants and*

in that circumstance necessarily interest must run from the date of filing of the claim petition, to the date of payment; for which precedents are legion, and we need not refer to them.

*8. **Further contention taken is the higher rate of interest of 9%, in challenge of which several precedents were placed before us. From the decisions perused what emanates is that in the 1980's, Courts were awarding 12% interest which stood reduced to 9% in the 1990's. With the advent of the 21st century and the economic recession world over, the interest rates fell considerably. But even now the rates offered by National Banks for long term deposits are 7% or more. Considering the over-all circumstances especially the long delay caused, we are of the opinion that 9% interest rate granted by the Tribunal is perfectly in order especially noticing the accident having occurred in the year 1995**."*

[Emphasis Supplied]

*23. In another a recent decision the Supreme Court in **Nidhi Bhargava & Ors. v. National Insurance Company Limited And Others**[10] the issue of grant of interest in motor accident compensation claims was discussed and considered. In the accident in question, one of the claimants survived and suffered grievous injuries. **The Tribunal had awarded compensation together with interest at the rate of 9% per annum. Although the Delhi High Court reduced the compensation amount under certain heads, it maintained the award of interest at 9% per annum**. The Supreme Court ultimately restored the compensation awarded by the Tribunal and specifically directed that payment be made with interest at the rate of 9% per annum. Here again, the Supreme Court did not interfere with the rate of interest and, in fact, reinforced the obligation of timely payment by directing that in case of delay beyond two months, an additional 9% interest per annum would be payable on both the principal amount and accrued interest. The relevant extract is below:*

[10]2025 INSC 526

15. The High Court interfered and reduced the compensation as awarded by the Tribunal only on the ground that Return for the Assessment Year 2008-2009 had to be excluded from consideration. It is not in dispute that the deceased was a businessman. The relevance of the Income Tax Return stems, in the context of the Act, for the period which it relates to i.e., the Financial Year concerned, and not on the date on which it is filed with the Income Tax Department. When faced with Returns for different Assessment Years, it would be upto the Tribunal concerned to adopt either the average income therefrom or choose an Assessment Year to rely upon. ***There is good reason to leave judicial discretion on the Tribunal to adopt one of the afore-noted two courses of action, bearing in nature the social purpose and object behind the Act, which is a beneficial legislation.*** *It is quite unfortunate that the High Court in the present case has dealt with the matter in such a casual and superficial way where the rightful claim of the appellants under a welfare legislation has been drastically reduced without any cogent reason on a very tenuous ground, which we find to be totally unjustified. As pointed out in Shivaleela v. Divisional Manager, United India Insurance Co. Ltd., 2025 SCC OnLine SC 563:*

> *'13.…In K Ramya v. National Insurance Co. Ltd., 2022 SCC OnLine SC 1338, after taking note of, inter alia, Ningamma v. United India Insurance Co. Ltd., (2009) 13 SCC 710, the Court held that the '… Motor Vehicles Act of 1988 is a beneficial and welfare legislation that seeks to provide compensation as per the contemporaneous position of an individual which is essentially forward-looking. Unlike tortious liability, which is chiefly concerned with making up for the past and reinstating a claimant to his original position, the compensation under the Act is concerned with providing stability and continuity in peoples' lives in the future. …'*
>
> *(underlined in original)*

16. On the strength of the reasons afore-indicated, the Impugned Order is modified to the extent that the

original amount [Rs. 31,41,000/- (Rupees Thirty-One Lakhs Forty-One Thousand)] awarded by the Tribunal in MACT No. 357515/2016 as compensation is restored. ***Payment be made to the Appellants by the Respondent No. 1 at the rate of 9% interest per annum after adjusting amount(s), if any, that may have been paid during the interregnum. The exercise be completed within two months from today, failing which an additional 9% interest per annum shall be payable for the period of delay, both on the principal amount as well as on the interest component, till the date of actual payment.*** *No order as to costs, in the circumstances.*

[Emphasis Supplied]

23.1 In ***S. Kumar v. United India Insurance Co. Ltd.[11],*** *case a similar view was taken where the Supreme* ***Court approved the award of interest at 9% per annum, observing that the learned Tribunal's grant of 15% interest was 'exorbitant' but that the High Court had still allowed a 'comparatively higher' rate of interest at 9% p.a.***

24. Thus, an analysis of the precedents shows that the award of interest ***over the last 5-10 years has infact consistently been awarded @ 9% p.a. or upholding such an award.***

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*29. An analysis of the aforegoing discussions of the Supreme Court****, reflects that the Supreme Court has consistently held that the award of interest is intended to recompensate the claimant for being deprived of the use of money, which ought to have been paid at the time of occurrence of the accident****. The rate of interest, therefore, must be just, fair and reasonable, having regard to the prevailing economic conditions and bank rates.*

[11] (2019) INSC 217

> *29.1.* ***The award of interest is usually determined at the prevailing bank rate of interest on a case-to-case basis and at the rate which is just and fair and reasonable.***
>
> *29.2 T****here cannot be any 'straitjacket formula' in determining the rate of interest and that the same must depend on the facts and circumstances of each case. The guiding principle remains that the rate must neither be punitive nor non-existent but must strike a balance between fairness to the claimant and reasonableness to the insurer.***
>
> ***29.3 The rate of interest 9% is more appropriate in case involving death and serious injury especially, where there is a long delay in the claimants receiving the compensation.***
>
> *30. In the present case, the accident occurred in the year 2016 leading to the death of the wife of respondent No.1 and mother of respondent Nos.2 and 3.* ***The award came to be passed in the year 2018. The learned Tribunal has deemed it apposite to award interest on the compensation @ 9% per annum. The award of interest is not punitive as is fair considering the prevailing economic condition and bank rates. In addition, it is now 10 years since the date of the accident.***
>
> *31. The learned Trial Court has awarded interest at the rate of 9% per annum. This Court finds no infirmity with the Impugned Award of 9% interest in the circumstances of the present case…"*
>
> [Emphasis Supplied]

13.1 The aforesaid view has since been considered and affirmed by a Division Bench of this Court in the case of ***Divya. V.M. and others Vs. Veerabhadrashetti K.C.***

and another[12], wherein the award of interest at 9% per annum, particularly in cases involving death and permanent disability, has been directed.

14. In the present case, it was the death of a person aged about 21 years, and he was the sole earning member in the family. The claim petition has been filed by his mother, who was entirely dependent on his income. Accordingly, and in terms of the judgment of the Supreme Court as well as this Court, this Court deems it fit to award interest at the rate of 8% per annum from the date of petition till the date of realisation.

15. Accordingly, this Court proceeds to pass the following:

ORDER

(i) The appeal is ***allowed in-part;***

(ii) The Judgment and Award dated 17.06.2019 in M.V.C.No.403/2017, passed by the learned Additional District Judge and Additional MACT,

[12] 2026 SCC OnLine Kar 14537

Udupi, (sitting at Kundapura), Kundapura, is modified, enhancing the compensation by **Rs.96,600/-** along with interest at the rate of 8% per annum on the entire compensation from the date of petition till realization;

(iii) The remaining portion of the Impugned Award of the Tribunal remains undisturbed;

(iv) The respondent No.2/Insurance company is directed to pay the entire compensation with interest @ 8% per annum, on the entire compensation, within eight weeks from today;

(v) On deposit of such compensation, the same shall be released in favour of the appellant/ claimant, as ordered by the learned Tribunal, on filing of an appropriate application;

(vi) All pending applications shall stand closed.

(vii) No order as to costs;

(viii) The Registry is directed to draw the modified Award accordingly;

(ix) The Registry is directed to transmit a copy of this judgment, along with its records, to the concerned Tribunal.

Digitally signed by TARA VITASTA GANJU
Location: HIGH COURT OF KARNATAKA

(TARA VITASTA GANJU)
JUDGE

BMV*
List No.: 1 Sl No.: 35