IN THE HIGH COURT OF KARNATAKA,

DHARWAD BENCH

DATED THIS THE 9TH DAY OF JULY, 2024

BEFORE

THE HON'BLE MR JUSTICE VENKATESH NAIK T

MISCELLANEOUS FIRST APPEAL NO.101169 OF 2023 (MV-I)
C/W
MISCELLANEOUS FIRST APPEAL NO. 101164/2023
MISCELLANEOUS FIRST APPEAL NO.101167/2023
MISCELLANEOUS FIRST APPEAL NO.101168/2023
MISCELLANEOUS FIRST APPEAL NO.101170/2023
MISCELLANEOUS FIRST APPEAL NO.101172/2023
MISCELLANEOUS FIRST APPEAL NO.101173/2023
MISCELLANEOUS FIRST APPEAL NO.103588/2023
MISCELLANEOUS FIRST APPEAL NO.104153/2023
MISCELLANEOUS FIRST APPEAL NO.104156/2023
MISCELLANEOUS FIRST APPEAL NO.104158/2023
MISCELLANEOUS FIRST APPEAL NO.104159/2023
MISCELLANEOUS FIRST APPEAL NO.104160/2023

Digitally signed by MANJANNA E
Location: HIGH COURT OF KARNATAKA

IN MFA NO.101169 OF 2023

BETWEEN:

THE DIVISIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD., DIVISIONAL OFFICE,
ENKAY COMPLEX, KESHWAPUR, HUBBALLI.

...APPELLANT

(BY SRI MADHUKESHWAR DESHPANDE, ADVOCATE)

AND:

1. ABDUL SATTAR S/O. ALIMBASHA KANCHIKERI
   AGE: 26 YEARS, OCC. PRIVATE WORK,
   R/O. HARAPANAHALLI, DISTRICT. DAVANGERI,
   NOW RESIDING AT MARUTI NAGAR,
   RANEBENNUR, HAVERI 581115.

2. M/S. SRS TRAVELS, PROP. KT RAJASHEKAR,
AGE: MAJOR, OCC. BUSINESS,
R/O. NO. 321/3, OPP. BMC COLLEGE, TSP ROAD,
KALASIPALYAM, BENGALURU-560002.

…RESPONDENTS

(BY SRI VIJAYKUMAR K. KOTIN, ADV. FOR R1;
SRI PRAKASH R. BADIGER, ADV. FOR R2)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT 1988, PRAYING TO CALL THE RECORDS, HEAR THE PARTIES, AND ALLOW THE APPEAL AS PRAYED FOR BY SETTING ASIDE THE JUDGMENT AND AWARD DATED 29.12.2022 PASSED BY THE II ADDITIONAL SENIOR CIVIL JUDGE AND ADDITIONAL MACT, RANEBENNUR, IN MVC NO.927/2020, WITH COST IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 101164 OF 2023

BETWEEN:

THE DIVISIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD., DIVISIONAL OFFICE,
ENKAY COMPLEX, KESHWAPUR, HUBBALLI.

…APPELLANT

(BY SRI. MADHUKESHWAR DESHPANDE, ADVOCATE)

AND:

1. KAVYA H. M. D/O. LEKKAYYA H. M,
AGE. 28 YEARS, OCC. PRIVATE WORK,
R/O. NANDYAL VILLAGE,
TALUK HARAPANAHALLI,
DISTRICT DAVANGERI 583137,
NOW AT VIDYANAGAR,
RANEBENNUR, DIST: HAVERI.

2. M/S. SRS TRAVELS, PROP. KT RAJESHEKAR,
AGE MAJOR, OCC. BUSINESS,
R/O. NO. 321/3, OPP. BMC COLLEGE,
TSP ROAD, KALESIPALYAM, BENGALURU-560002.

…RESPONDENTS

(BY SRI. VIJAYKUMAR K. KOTIN, ADV. FOR R1;
SRI. PRAKASH R. BADIGER, ADV. FOR R2)

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IN MFA NO. 101167 OF 2023

BETWEEN:

THE DIVISIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD., DIVISIONAL OFFICE,
ENKAY COMPLEX, KESHWAPUR, HUBBALLI.

…APPELLANT

(BY SRI. MADHUKESHWAR DESHPANDE, ADVOCATE)

AND:

1. RAKESH S. E, S/O. ESHWARAPPA S,
   AGE: 28 YEARS, OCC. PRIVATE WORK,
   R/O. HONNALLI VILLAGE,
   DIST. DAVANGERI 577217.

2. M/S. SRS TRAVELS,
   PROP. KT. RAJASHEKAR,
   AGE. MAJOR, OCC. BUSINESS,
   R/O NO. 321/3, OPP. BMC COLLEGE,
   TSP ROAD, KALASIPALYAM, BENGALURU-560002.

RESPONDENTS

(BY SRI. VIJAYKUMAR K. KOTIN, ADV. FOR R1;
SRI. PRAKASH R. BADIGER, ADV. FOR R2)

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IN MFA NO. 101168 OF 2023

BETWEEN:

THE DIVISIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD., DIVISIONAL OFFICE,
ENKAY COMPLEX, KESHWAPUR, HUBBALLI.

…APPELLANT

(BY SRI. MADHUKESHWAR DESHPANDE, ADVOCATE)

AND:

1. PUNITH G. S. S/O. G. SHIDDESH,
AGE. 28 YEARS, OCC. PRIVATE WORK,
R/O. HARIHAR, NOW AT VIDYA NAGAR,
RANEBENNUR, DIST. HAVERI-581115.

2. M/S. SRS TRAVELS
PROP. KT RAJASHEKAR,
AGE. MAJOR, OCC. BUSINESS,
R/O. NO. 321/3 OPP. BMC COLLEGE, TSP ROAD,
KALASIPALYAM, BENGALURU-560002.

RESPONDENTS

(BY SRI. VIJAYKUMAR K. KOTIN, ADV. FOR R1;
SRI. PRAKASH R. BADIGER, ADV. FOR R2)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT 1988, PRAYING TO CALL THE RECORDS, HEAR THE PARTIES, AND ALLOW THE APPEAL AS PRAYED FOR BY SETTING ASIDE THE JUDGMENT AND AWARD DATED 29.12.2022 PASSED BY THE II ADDITIONAL SENIOR CIVIL JUDGE AND ADDITIONAL MACT, RANEBENNUR, IN MVC NO.930/2020, WITH COST IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 101170 OF 2023

BETWEEN:

THE DIVISIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD., DIVISIONAL OFFICE,
ENKAY COMPLEX, KESHWAPUR, HUBBALLI.

…APPELLANT

(BY SRI. MADHUKESHWAR DESHPANDE, ADVOCATE)

AND:

1. KALIDAS S/O. BALACHANDRA SONAR,
   AGE. 44, OCC. PRIVATE WORK,
   R/O. BANGALORE, NOW AT VAGEESH NAGAR,
   RANEBENNUR, DIST. HAVERI 581115.

2. M/S. SRS TRAVELS,
   PROP. KT RAJASHEKAR,
   AGE. MAJOR, OCC. BUSINESS,
   R/O. NO. 321/3 OPP. BMC COLLEGE, TSP ROAD,
   KALASIPALYAM, BENGALURU-560002.

… RESPONDENTS

(BY SRI. VIJAYKUMAR K. KOTIN, ADV. FOR R1;
SRI. PRAKASH R. BADIGER, ADV. FOR R2)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT 1988, PRAYING TO CALL THE RECORDS, HEAR THE PARTIES, AND ALLOW THE APPEAL AS PRAYED FOR BY SETTING ASIDE THE JUDGMENT AND AWARD DATED 29.12.2022 PASSED BY THE II ADDITIONAL SENIOR CIVIL JUDGE AND ADDITIONAL MACT, RANEBENNUR, IN MVC NO.928/2020, WITH COST IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 101172 OF 2023

BETWEEN:

THE DIVISIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD., DIVISIONAL OFFICE,
ENKAY COMPLEX, KESHWAPUR, HUBBALLI.

…APPELLANT

(BY SRI. MADHUKESHWAR DESHPANDE, ADVOCATE)

AND:

1. NAGARATHNA W/O. KALIDAS SONAR
   AGE: 38, OCC. HOUSEHOLD WORK,
   R/O. BANGALORE, NOW AT VAGEESHNAGAR,
   RANEBENNUR, DIST. HAVERI 581115.

2. M/S. SRS TRAVELS,
   PROP. KT RAJASHEKAR,
   AGE: MAJOR, OCC. BUSINESS,

R/O NO. 321/3, OPP. BMC COLLEGE, TSP ROAD,
KALASIPALYAM, BENGALURU-560002.

… RESPONDENTS

(BY SRI. VIJAYKUMAR K. KOTIN, ADV. FOR R1;
SRI. PRAKASH R. BADIGER, ADV. FOR R2)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT 1988, PRAYING TO CALL THE RECORDS, HEAR THE PARTIES, AND ALLOW THE APPEAL AS PRAYED FOR BY SETTING ASIDE THE JUDGMENT AND AWARD DATED 29.12.2022 PASSED BY THE II ADDITIONAL SENIOR CIVIL JUDGE AND ADDITIONAL MACT, RANEBENNUR, IN MVC NO.929/2020, WITH COST IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 101173 OF 2023

BETWEEN:

THE DIVISIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD.,
DIVISIONAL OFFICE, ENKAY COMPLEX,
KESHWAPUR, HUBBALLI

…APPELLANT

(BY SRI. MADHUKESHWAR DESHPANDE, ADVOCATE)

AND:

1. SMT. SULOCHANA W/O. G. SHIDDESH,
AGE. 54 YEARS, OCC. HOUSEHOLD WORK,
R/O. HARIHAR, DIST. DAVANGERE,
NOW AT MARUTI NAGAR, RANEBENNUR,
DIST. HAVERI-581115.

2. M/S. SRS TRAVELS,
PROP. KT RAJASHEKAR,
AGE. MAJOR, OCC. BUSINESS,
R/O. NO. 321/3 OPP. BMC COLLEGE, TSP ROAD,
KALASIPALYAM, BENGALURU-560002.

…… RESPONDENTS

(BY SRI. VIJAYKUMAR K. KOTIN, ADV. FOR R1;
SRI. PRAKASH R. BADIGER, ADV. FOR R2)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT 1988, PRAYING TO CALL THE RECORDS, HEAR THE PARTIES, AND ALLOW THE APPEAL AS PRAYED FOR BY SETTING ASIDE THE JUDGMENT AND AWARD DATED 29.12.2022 PASSED BY THE II ADDITIONAL SENIOR CIVIL JUDGE AND ADDITIONAL MACT, RANEBENNUR, IN MVC NO.931/2020, WITH COST IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO.103588 OF 2023

BETWEEN:

KAVYA H. M, D/O. LEKKAYYA H. M,
AGE. 24 YEARS, OCC. PRIVATE WORK,
R/O. NANDYAL VILLAGE, TQ. HARAPANAHALLI
DIST. DAVANAGERE, NOW AT VIDYA NAGAR,
RANEBENNUR, DIST. HAVERI-581115.

…APPELLANT

(BY SRI. VIJAYKUMAR K. KOTIN, ADVOCATE)

AND:

1. M/S. SRS TRAVELS,
   PROP. K.T.RAJASHEKHAR
   AGE. MAJOR, OCC. BUSINESS,
   NO.321/3, OPP.BMC COLLEGE,
   TSP.ROAD, KALASIPALYAM,
   BENGALURU-560002.

2. THE DIVISIONAL MANAGER,
   ORIENTAL INSURANCE CO. LTD,
   ENKAY COMPLEX, KESHWAPUR,
   HUBLI-580023.

…RESPONDENTS

(BY SRI. MADHUKESHWAR DESHPANDE, ADV. FOR R2;
NOTICE TO R1 SERVED)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT, 1988, PRAYING TO CALL FOR RECORDS AND PLEASED TO ENHANCE THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD PASSED IN M.V.C. NO.925/2020 ON THE FILE OF II ADDL. SENIOR CIVIL JUDGE AND AMACT RANEBENNUR, DATED 29.12.2022 IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 104153 OF 2023

BETWEEN:

NAGARATHNA W/O. KALIDAS SONAR,
AGE. 34 YEARS, OCC. HOUSEHOLD WORK,
R/O. BANGALORE, NOW AT VAGEESHNAGAR,
RANEBENNUR, DIST HAVERI-581115.

…APPELLANT

(BY SRI. VIJAYKUMAR KOTIN, ADVOCATE)

AND:

1. M/S. SRS TRAVELS,
   PROP. K. T. RAJASHEKHAR,
   AGE. MAJOR, OCC. BUSINESS,
   NO. 321/3 OPP. BMC COLLEGE, TSP ROAD
   KALASIPALYAM, BENGALURU-560002.

2. THE DIVISIONAL MANAGER,
   ORIENTAL INSURANCE CO. LTD,
   ENKAY COMPLEX, KESHWAPUR, HUBLI-580023.

…RESPONDENTS

(BY RI. MADHUKESHWAR DESHPANDE, ADV. FOR R2;
NOTICE TO R1 SERVED)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT, 1988, PRAYING TO CALL FOR RECORDS AND PLEASED TO ENHANCE THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD PASSED IN M.V.C. NO.929/2020 ON THE FILE OF II ADDL. SENIOR CIVIL JUDGE AND AMACT RANEBENNUR, DATED 29.12.2022 IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 104156 OF 2023

BETWEEN:

PUNITH G. S, S/O. G. SHIDDESH,
AGE. 30 YEARS, OCC. PRIVATE WORK,
R/O. HARIHAR, NOW AT VIDYA NAGAR,
RANEBENNUR, DIST. HAVERI-581115.

…APPELLANT

(BY SRI. VIJAYKUMAR KOTIN, ADVOCATE)

AND:

1. M/S. SRS TRAVELS,
   PROP. K. T. RAJASHEKHAR,
   AGE. MAJOR, OCC. BUSINESS,
   NO. 321/3, OPP. BMC COLLEGE, TSP ROAD,
   KALASIPALYAM, BENGALURU 560002.

2. THE DIVISIONAL MANAGER,
   ORIENTAL INSRURANCE CO. LTD,
   ENKAY COMPLEX, KESHWAPUR,
   HUBLI-580023.

RESPONDENTS

(BY SRI. MADHUKESHWAR DESHPANDE, ADV. FOR R2;
NOTICE TO R1 SERVED)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT, 1988, PRAYING TO CALL FOR RECORDS AND PLEASED TO ENHANCE THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD PASSED IN M.V.C. NO.930/2020 ON THE FILE OF II ADDL. SENIOR CIVIL JUDGE AND AMACT RANEBENNUR, DATED 29.12.2022 IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 104158 OF 2023

BETWEEN:

SMT. SULOCHANA W/O. G. SHIDDESH,
AGE. 52 YEARS, OCC. HOUSEHOLD WORK,
R/O. HARIHAR, DIST. DAVANAGERE,
NOW AT MARUTI NAGAR, RANEBENNUR
DIST. HAVERI-581115.

…APPELLANT

(BY SRI. VIJAYKUMAR KOTIN, ADVOCATE)

AND:

1. M/S. SRS TRAVELS,
   PROP. K. T. RAJASHEKHAR,
   AGE. MAJOR, OCC. BUSINESS,
   NO. 321/3, OPP. BMC COLLEGE, TSP ROAD,
   KALASIPALYAM, BENGALURU-560002.

2. THE DIVISIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD,
ENKAY COMPLEX, KESHWAPUR, HUBLI-580023.

…RESPONDENTS

(BY SRI. MADHUKESHWAR DESHPANDE, ADV. FOR R2;
NOTICE TO R1 SERVED)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT, 1988, PRAYING TO CALL FOR RECORDS AND PLEASED TO ENHANCE THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD PASSED IN M.V.C. NO.931/2020 ON THE FILE OF II ADDL. SENIOR CIVIL JUDGE AND AMACT RANEBENNUR, DATED 29.12.2022 IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 104159 OF 2023

BETWEEN:

RAKESH S/O. ESHWARAPPA S.
AGE: 26 YEARS, OCC.PRIVATE WORK,
R/O HONNALI VILLAGE,
DIST. DAVANAGERE, NOW AT VIDYA NAGAR,
RANEBENNUR, DIST. HAVERI-581115.

…APPELLANT

(BY SRI. VIJAYKUMAR KOTIN, ADVOCATE)

AND:

1. M/S. SRS TRAVELS,
PROP. K. T. RAJASHEKHAR,
AGE. MAJOR, OCC. BUSINESS,
NO.321/3, OPP.BMC COLLEGE, TSP ROAD,
KALASIPALYAM, BENGALURU-560002.

2. THE DIVISIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD,
ENKAY COMPLEX, KESHWAPUR,
HUBLI-580023.

…RESPONDENTS

(BY SRI. MADHUKESHWAR DESHPANDE, ADV. FOR R2)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT, 1988, PRAYING TO CALL FOR RECORDS AND PLEASED TO ENHANCE

THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD PASSED IN M.V.C. NO.926/2020 ON THE FILE OF II ADDL. SENIOR CIVIL JUDGE AND AMACT RANEBENNUR, DATED 29.12.2022 IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 104160 OF 2023

BETWEEN:

KALIDAS S/O. BALACHANDRA SONAR
AGE. 44 YEARS, OCC. PRIVATE WORK,
R/O. BANGALORE, NOW AT VAGEESH NAGAR,
RANEBENNUR, DIST. HAVERI-581115.

...APPELLANT

(BY SRI. VIJAYKUMAR KOTIN, ADVOCATE)

AND:

1. M/S. SRS TRAVELS,
   PROP. K. T. RAJASHEKHAR,
   AGE. MAJOR, OCC. BUSINESS,
   NO.321/3, OPP. BMC COLLEGE, TSP ROAD,
   KALASIPALYAM BENGALURU-560002.

2. THE DIVISIONAL MANAGER,
   ORIENTAL INSURANCE CO. LTD,
   ENKAY COMPLEX, KESHWAPUR,
   HUBLI-580023.

...RESPONDENTS

(BY SRI. MADHUKESHWAR DESHPANDE, ADV. FOR R2;
NOTICE TO R1 SERVED)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT, 1988, PRAYING TO CALL FOR RECORDS AND PLEASED TO ENHANCE THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD PASSED IN M.V.C. NO.928/2020 ON THE FILE OF II ADDL. SENIOR CIVIL JUDGE AND AMACT RANEBENNUR, DATED 29.12.2022 IN THE INTEREST OF JUSTICE AND EQUITY.

IN MFA NO. 104161 OF 2023

BETWEEN:

ABDUL SATTAR
S/O. ALIMBASHA KANCHIKERI,
AGE: 22 YEARS, OCC: PRIVATE WORK,
R/O. HARAPANAHALLI, TQ: DAVANAGERE,
NOW AT MARUTI NAGAR,
RANEBENNUR, DIST: HAVERI-581115.

...APPELLANT

(BY SRI. VIJAYKUMAR KOTIN, ADVOCATE)

AND:

1. M/S. SRS TRAVELS,
   PROP. K. T. RAJASHEKHAR,
   AGE: MAJOR, OCC: BUSINESS,
   NO.321/3, OPP. BMC COLLEGE,
   TSP ROAD, KALASIPALYAM,
   BENGALURU-560002.

2. THE DIVISIONAL MANAGER,
   ORIENTAL INSURANCE CO. LTD,
   ENKAY COMPLEX, KESHWAPUR,
   HUBLI-580023.

...RESPONDENTS

(BY SRI. MADHUKESHWAR DESHPANDE, ADV. FOR R2;
NOTICE TO R1 SERVED)

THIS MFA IS FILED U/S. 173(1) OF MOTOR VEHICLES ACT, 1988, PRAYING TO CALL FOR RECORDS AND PLEASED TO ENHANCE THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD PASSED IN M.V.C. NO.927/2020 ON THE FILE OF II ADDL. SENIOR CIVIL JUDGE AND AMACT RANEBENNUR, DATED 29.12.2022 IN THE INTEREST OF JUSTICE AND EQUITY.

THESE APPEALS, COMING ON FOR ADMISSION, THIS DAY, THE COURT DELIVERED THE FOLLOWING:

JUDGMENT

These appeals are arising out of the common judgment and award of the Tribunal hence, they are heard together and dispose of by this common judgment.

2. MFA Nos.101169, 101164, 101167, 101168, 101170, 101172 and 101173 of 2023 are filed by the Insurance Company challenging the judgment and award passed by the Tribunal on the ground of both on liability and quantum. Whereas MFA Nos.103588, 104153, 104156, 104158, 104159, 104160 and 104161 of 2023 are filed by the claimants seeking enhancement of compensation awarded by the Tribunal in MVC.Nos.925 to 931 of 2020 dated 29.12.2022 on the file of II Additional Senior Civil Judge and Additional MACT, Ranebennur, respectively.

3. For the sake of convenience, the parties are referred to as they are referred to in the claim petitions before the Tribunal.

4. The brief facts of the case of the claimants and the insurance company in these appeals are as under:

On 19.02.2020, the claimants were traveling from Haveri to Bengaluru in a bus bearing registration No.KA.42/9024. When the bus reached near Kunchiganal village, Chitradurga taluk, on National Highway-4 during midnight the driver of the bus drove the same in high speed, rash and negligent manner and hence he lost his control over the bus when he was overtaking the lorry bearing registration No.KA.27/C.0844 dashed the bus against the road divider and the bus toppled on the right side of the road. Due to the said impact, the claimants sustained severe injuries and they were shifted to Government Hospital and Basaveshwar Hospital, Chitradurga and Mc-Gann Hospital, Shivamogga. Hence, the first informant lodged the complaint and this leads to registration of FIR and investigation.

5. Due to the accidental injuries, all the claimants filed petitions for compensation under Section 166 of the

M.V.Act. The Tribunal considering the oral evidence of the claimants and documentary evidence on record, granted compensation in favour of the claimants in the following manner.

Sl. No.	MVC	Name of the claimant	Compensation in Rs.
1	925/2020	Kavya H.M.	5,35,591/-
2	926/2020	Rakesh S.E.	5,18,354/-
3	927/2020	Abdul Sattar	5,16,782/-
4	928/2020	Kalidas	3,92,675/-
5	929/2020	Nagarathna	4,71,971/-
6	930/2020	Punith G.S.	4,97,446/-
7	931/2020	Sulochana	3,97,269/-

6. Being aggrieved by the judgment and award passed by the Tribunal, the insurer of the offending vehicle filed the aforementioned appeals and contended that, the owner of the bus obtained contract carriage to ply the bus from Haveri to Bengaluru but he used the permit as stage carrier thereby violated the condition of the permit and therefore the Insurance Company is not liable to pay any compensation.

7. Learned counsel for the insurance company also contended that, the Tribunal has granted compensation on

all heads, which is high and exorbitant one and hence, he prayed to allow the appeals filed by the Insurance Company and to dismiss the appeals filed by the claimants.

8. Learned counsel for claimants contended that, the Tribunal has not granted fair and reasonable compensation on all heads. Further, the Tribunal considered permanent physical disability certificate on lower side. Hence, the counsel prayed to enhance the compensation. The learned counsel for the owner of bus vehemently contended that the owner never violated the permit condition and the question of violation of policy condition would not have arisen. He further contended that, as on the date of accident the insurance policy was in force, driver of bus possessed valid and effective driving licence and also possessed valid permit. Hence, prayed to dismiss the appeal.

9. Heard learned counsel for the claimants and learned counsel for the Insurance Company and perused the judgment and award of the Tribunal.

10. In view of the contentions urged by both the parties, the points that would arise for Court's consideration in these appeals are as follows:

i. Whether the Insurance Company has made out a sufficient grounds that, the owner of the bus violated the condition of permit, hence, there was a breach of policy condition and thus, the Insurance company is not liable to pay any compensation?

ii. Whether the quantum of compensation awarded by the Tribunal in all claim petitions, is just and reasonable or does it call for enhancement?

11. The Insurance Company has taken up the contention that, the owner of the bus secured permit for contract carriage. But some of the claimants/passengers were travelled in the bus from Haveri to Bengaluru and some passengers were alighted from the bus in Ranebennur, Byadagi, Harihara and Davanagere. Hence, the owner of bus used the contract carriage permit as stage carriage permit and hence, there was a breach of policy condition and thus, the owner of the bus is liable to pay entire compensation and not the Insurance Company.

12. So the precise question would arise as to whether a contract carriage carrying passengers were alighted from bus in particular places, can be treated as a stage carriage and whether it amounts to violation of policy conditions. To answer this question, the relevant provisions of the M.V.Act and Rules have necessarily to be examined. Contract carriage as defined under Section 2(3) of the M.V.Act, is as follows:

> "2(3) Contract carriage means a motor vehicle which carries a passengers or passengers for hire or reward under a contract expressed or implied for the use of the vehicle as a whole at or for a fixed or agreed rate or sum"
>
> (i) on a time basis whether or not with reference to any route or distance, or
>
> (ii) from one point to another. and in either case without stopping to pick up or set down along the line of route passengers not included in the contract and includes a motor car not withstanding that the passengers may pay separate fares.

13. Section 2(29) of the Act defines "stage carriage" as follows:

> *"2(29) 'Stage carriage' means a motor vehicle carrying or adapted to carry more than six persons*

excluding the driver which carries passengers for hire or reward at separate fares paid by or for individual passengers, either for the whole journey or for stages of the journey"

14. As seen from the definition, the essential features of a contract carriage are; it is available to a particular party under a special contract and the hiring party excludes all others and the vehicles as a whole is hired for a fixed or agreed sum under a contract express or implied and under that single contract the leader of the contracting party can exercise full control over the vehicle and the contract carriage goes where the hiring party desires to go as per the contract from one point to another without stopping or picking up or setting down any passengers on the route not included in the contract. In the case of a stage carriage the vehicle is not hired as a whole and one passenger does not exclude the other and separate fares may be paid by or for individual passengers. There is no restriction in picking up or setting down passengers along the route and the passengers are at liberty to travel and cover the whole journey or a few

stages. Under law permits are necessary to ply both the types of carriages.

15. In the case of ***Roshan Lal Vs. State of U P***[1], the Hon'ble Supreme Court while pointing out distinction between two types of carriages observed thus;

> *"A contract carriage is engaged for the whole of the journey between the two points for carriage of a person or persons hiring it, but it has not the right to pick up other passengers on route. The stage carriage, on the other hand, runs between two points irrespective of any prior contract and it is boarded passengers on route who pay the fare for the distance they propose to travel."*
>
> *Therefore, as pointed out by the Supreme Court, the fundamental difference between a contract carriage and a stage carriage is that in the former there is a prior contract by the passenger or passengers for the carriage to be used as a whole for a fixed or agreed sum while in the letter there is absence of such a prior contract and the passengers can board the vehicle on route in individual capacity and pay the fare for the distance they travel. It cannot, therefore be said that mere carrying more passengers than the fixed seating capacity amounts to user of the contract carriage as stage carriage so long as the excess" passengers belong to the group of the contracting party which has engaged the vehicle as a whole. In this context it must be noted that the limit of seating capacity of a public service vehicle like a stage carriage or a contract carriage is fixed on the*

[1] AIR 1965 SC 991

basis of the 'wheel base' as prescribed in Rule 392 of the AP Motor Vehicles Rules. Section 51 of the Act governs the grant of contract carriage permits and sub-section (2) (iia) lays down that the maximum number of passengers and the maximum weight of luggage that can be carried on any specified vehicle or in any vehicle of a specified type, either generally or on specified occasion or at specified times and seasons and the same is prominently marked on the vehicle. These two provisions only go to show that the seating capacity also is one of the conditions of permit along with many other conditions. It is not the violation of every condition of the permit that alters the nature of the user of the vehicle. In other words, violation of only such condition which "amounts to using of the vehicle as a stage carriage, changes its class from contract carriage to stage carriage. For instance, if it is found that passengers are picked up and set down on route and Individual fares are collected separately. Then it is well settled that it amounts to using the carriage as a stage carriage and attracts the taxation provisions. The same principle cannot be extended to violation of the other conditions of permit. When the seating capacity is fixed the contract carriage should not carry more passengers than the fixed capacity. So overloading in a given case amounts to violation of the condition of the permit. But that does not in any manner change the nature of the usage of the vehicle. The violation may attract any other prescribed penalties. Similarly if a stage carriage for which also the seating capacity is fixed, is found to be overloaded it amounts only to violation of the condition of the permit and nothing more, for which the prescribed penalties ars there. Viewed from any angle, we are unable to agree with the view taken by the Division Bench in Writ Petition No 5880 of 1978 and batch. We may now consider some of the decisions cited by both sides"

16. In order to substantiate the contention that the owner of bus obtained contract carriage permit and used it as stage carriage permit, thus, violated the insurance policy condition. The Insurance Company got examined Sri Nagaraj A. as RW.1 and Sri Shashidhar R. Fattepur as RW.2 and relied upon 7 documents as per Ex.R.1 to Ex.R.7.

17. From oral evidence of RWs.1 & 2 and the contents of Exs.R.1 to R.7, it appears that some of the claimants boarded the bus at Ranebennur, Byadagi, and Harihar and therefore the owner of the bus used the same as stage carriage. In fact, the owner obtained the permit as contract carriage as defined under Section 2(29) of the M.V.Act.

18. In fact, stage carriage and contract carriage are two different provisions and they go to show that the seating capacity also one of the conditions of the terms along with many other conditions and at column No.9 of the permit, the condition mentioned as under:

"This permit does not entitle the holder to use the vehicle herein described as a stage carrier or as a goods vehicle for hire"

19. In other words the violation of only such condition, which amounts using of the vehicle as a stage carriage, changes its class from contract carriage to stage carriage. For instance, if it is found that passengers are picked up and set down on route and individual fares are collected separately, then, it is well settled that it amounts to using the carriage as a stage carriage and attracts the taxation provisions. The same principle cannot be extended to violation of the other conditions of permit. The violation may attract any other prescribed penalties. Similarly, if a stage carriage for which also the seating capacity is fixed, amounts to only the violation of the conditions of the permit and nothing more for which, the prescribed penalties are there.

20. Viewed from any angle the Court is unable to agree with the contention taken by the learned counsel for the Insurance Company. The Insurance Company has not

specifically putforth its defence before the Trial Court and proved this aspect by examining competent authority. Furthermore, the investigating officer has not observed that the owner of the vehicle violated the permit conditions, so as to attract Section 192(A) of M.V.Act.

21. From the perusal of the material available on record, as on the date of accident, the driver of bus was possessing valid and effective driving licence to drive the vehicle and insurance policy was in force as on the date of accident and owner of the bus also possessed valid permit to ply the bus on a particular route. The only question is as to whether the owner of the bus used the said permit as contract carriage or stage carriage is the domain of the competent authority. If the owner of the bus violated any such conditions, the competent authority/State Government to proceed against the owner of the vehicle.

22. The learned counsel for Insurance Company contended that, the accident occurred in the place near

Kunchiganal Kanive, Chitradurga Taluk on N.H.No.4 and the owner used the vehicle as stage carriage, hence, the Insurance Company is not liable to pay compensation.

23. Section 69 of the Motor Vehicle Act provides for filling application for Permits, Section 70 and Section 74 deals with grant of Stage Carriage Permit and Contract Carriage Permit, *prima faci*e from the provisions of the Motor Vehicle Act and rules made there under, it appears that there is a clear violation of law by the owner of bus and the Contract Carriage converted to Stage Carriage. The conditions stipulated in the form for issue of contract carriage permit itself in Form No. KMV 42 it bars the use the Contract Carriage as a State Carriage or a goods vehicle. Despite of such clear violation the owner of bus used the same in violation of the conditions of the permit.

24. Rule 72 of the Karnataka Motor Vehicle Rules also prohibit use of passenger Transport Carriage or Contract

Carriage (passenger) from transporting goods except the personal luggage of the passenger.

25. The Hon'ble Apex Court in a judgment reported in ***AIR 2004 SC 2413*** considering the rules has observed that,

"All the passengers travelling in the contract carriage must have a common destination it could not be stretched beyond that, to hold that the purpose of going to a common destination must also be the same. The Supreme Court on interpretation of Section 88(8) of the M.V.Act has observed "A stage carriage is intended to meet the requirements of the general travelling public. But the contract carriages are for those who want to hire the vehicle collectively or individually for a group or party for their transport from place to place and the whole vehicle is at their disposal. This is also made clear in Section 88(8) of the Act corresponding to section 63(6) of the Old Act wherein it is provided;

"the contract carriage is engaged for the whole of the journey between two points for carriage of a person or

persons hiring it but it has not the right to pick up other passengers on route. The stage carriage on the other hand, runs between two points irrespective of any prior contract and it is boarded by passengers en route who pay the fare for distance they propose to travel"

26. The difference between the stage carriage and contract carriage is, stage carriage is intended to meet the requirement of general travelling public on an authorized route, whereas the contract carriage is for a group of individual on hire of whole bus and not individual seats for different destination. Contract carriage the word itself explains the purpose, it is on contract, no question of booking tickets or opening the ticket booking counters or bus stands at different places, the destiny is not chosen by the bus operators but by the contracting party. But quite contrary to the same openly to individual tickets booked for different destination including online booking. Though these aspects very well is within knowledge of every officers of transport department, though such authority is conferred

with power taken action and to prevent the illegality but reasons best know to them, neither the police nor the transport department is either service of taking any action. This only gives an impression that; the authorities are colluding with such private bus operators.

27. The contract carriage and tourist permit holders are operating their services illegally and violating the several conditions of the permit, as stage carriage services, thereby causing huge financial loss of revenue to all 4STU of Karnataka State and one department lapse has caused loss to the another state owned state transport corporation. That is clear violation of M.V.Act and Rules made their under.

28. Amongst several private buses running in violation of the permit condition, some of such private buses operating frequently in violation of provisions of M.V.Act, and Rules.

29. Learned counsel for Insurance Company submits that, one of the salient features for the operation of contract

carriage is a contract for a fixed or agreed rate of sum, as per the definition of contract carriage under Section 2(7) of M.V.Act. On the other hand, the counsel for claimants contended that, the tickets were issued through online and the conductor of bus was not issuing open tickets to the passengers. Therefore, merely because some passengers were boarded the bus at Byadgi, Ranebennur, Harihar and Davanagere, it cannot be said to be stage carriages.

30. Under such circumstances, whether legal or fundamental right of insurance company gets violated by such an operation and would it amount to violation of permit condition?

31. Sub-Section (31) of Section 2 of M.V.Act, defines "permit" to mean:

> *"(31) "Permit" means a permit issued by a State or Regional Transport Authority or an authority prescribed in this behalf of under this Act authorizing the use of motor vehicle as a transport vehicle"*

32. Section 67 of the MV Act empowers the State Government to control road transport and, having regard

to the factors mentioned in Sub-section (1), by notification, may issue directions to the State Transport Authority and Regional Transport Authority regarding the passengers' convenience, economically competitive fares, prevention of overcrowding and road safety.

32.1 Sub-section (3) of Section 67 empowers the State Government to issue notification to modify any permit issued under the M.V.Act or **make schemes** for the transportation of goods and passengers and issue licences under the said scheme for the promotion of development and efficiency in transportation for objectives, as mentioned in the said sub section from clauses (a) to (m).

33. Section 70 of the MV Act is in respect of the application for a stage carriage permit, and Section 72 is in respect of the grant of a stage carriage permit. Sections 73 and 74 provide for the application for a contract carriage permit and grant of a contract carriage permit. Sub-section (8) of Section 88 empowers the Regional

Transport Authority or the State Transport Authority to grant a special permit to any public service vehicle for the convenience of the public by permits issued under Section 72 or under Section 74 for carrying passengers for hire or reward under a contract, express or implied, for the use of the vehicle as a whole without stopping to pick up or set down along the line of route the passengers not included in the contract.

33.1 Sub-section (9) of Section 88, which also begins with a non-obstante clause, provides that any transport authority may, for the purpose of promoting tourism, grant permits in respect of tourist vehicles valid for the whole of India or in such contiguous States not being less than three in number including the State in which the permit is issued.

33.2 Sub-sections (8) and (9) of Section 88 are extracted hereunder:

"(8) Notwithstanding anything contained in sub-section (1) but subject to any rules that may be made under this Act by the Central Government, the Regional Transport Authority of any one region or, as the case may be, the State Transport Authority may for the convenience of the public grant a special permit to any public service vehicle including any vehicle covered] by a permit issued under Section 72 (including a reserve stage carriage) or under Section 74 or under sub-section (9) of this section for carrying a passenger or passengers for hire or reward under a contract express or implied, for the use of the vehicle as a whole without stopping to pick up or set down along the line of route passengers not included in the contract and in every case where such special permit is granted the Regional Transport Authority shall assign to the vehicle, for display thereon, a special distinguishing mark in the form and manner specified by the Central Government and such special permit shall be valid in any other region or State without the countersignature of the Regional Transport Authority of the other region or of the State Transport Authority of the other State, as the case may be.

(9) Notwithstanding anything contained in sub-section (1) but subject to any rules that may be made by the Central Government under sub-section (14) any State Transport Authority may, for the purpose of promoting tourism, grant permits in respect of tourists vehicles valid for the whole of India, or in such contiguous States not being less than three in number including the State in which the permit is issued as may be specified in such permit in accordance with the choice indicated in the application and the provisions of Sections 73, 74, 80, 81, 82, 83, 84, 85, 86 clause (d) of

sub-section (1) of Section 87 and Section 89 shall, as far as may be, apply in relation to such permits."

34. The provisions of Chapter VI are the special provisions relating to the State Transport Undertakings, and by virtue of Section 98, the provisions of Chapter VI and Rules made thereunder, or orders issued thereunder have an overriding effect upon the provisions of Chapter V or any other law for the time being in force.

34.1 Section 98 of the MV Act on reproduction would read as under:

"98. Chapter to override Chapter V and other laws. - The provisions of this Chapter and the rules and orders made thereunder shall have effect notwithstanding anything inconsistent therewith contained in Chapter V or in any other law for the time being in force or in any instrument having effect by virtue of any such law."

34.2 Section 99, read with Section 100, empowers the State Government to formulate a scheme in the public interest, where road transport services in general or any particular class of such service in any area or route should

be run and operated by the State Transport Undertaking, whether to the exclusion, complete or partial, of other persons. The scheme in Ext.R1(a) has been formulated by the State Government in the exercise of its powers vested in Section 100, read with Section 99 of the MV Act.

35. In view of the above proposition of law, the facts and circumstances, of the present case, it clearly establishes that, the owner of bus secured contract carriage and used it as stage carriage, which is in the nature of special permits as provided under Sub-Section (8) of Section 88 of M.V.Act.

36. In the instant case, the insurance policy was in force, the driver possessed valid and effective driving licence and the owner of bus secured permit to the bus. Whether the owner of the bus used contract carriage permit as stage carriage permit is a matter within the domain of Regional Transport Authority or State Government, in case of any violation and the insurance company cannot avoid its liability

on the ground of violation of permit, as it will not violate fundamental rights of insurance company. Therefore, the Court find no substance in the submission of learned counsel for the insurance company that, trip undertaken by offending vehicle without having a stage carriage permit, i.e., in violation of the provisions of the Act and Rules made thereunder. In fact, these permit operation do not infringe any of the legal or fundamental rights of the insurance company, for which, the insurance company could have filed writ petition. It is pertinent to note that, if the owner of bus deviated the conditions enumerated under the permit, the concerned Regional Transport Officer or State Government may proceed in accordance with law.

37. The permit secured by the owner appears to be only a breach of condition of the permit and does not affect the purpose for which the permit was granted. The breach does not automatically invalidate the permit and make it in effective in law. Therefore, the Insurance Company is liable

to pay compensation as the insurance policy was in existence/force.

38. Insofar as quantum of compensation is concerned, the Tribunal has awarded compensation to the claimant in MVC.No.925/2020, who is the appellant in MFA.No.103588/2023, as follows.

1	Medical expenses	Rs.	46,341/-
2	Attendant charges, extra nutritious food & conveyance charges.	Rs.	5,000/-
3	Pain and sufferings	Rs.	25,000/-
4	Loss of future income on account of permanent disability:	Rs.	4,45,000/-
5	Loss of income during laid up period	Rs.	13,750/-
Total		Rs.	5,35,591/-

39. To substantiate her claim, claimant-Smt.Kavya herself got examined on oath as PW.1 and relied upon Ex.P.7-Wound Certificate. As per Ex.P.7-Wound Certificate, the claimant sustained following injuries.

i. Abrasion 5x4 Cms both knee joint area

ii. Blunt injury to left hand.

iii. Blunt injury to chest and back.

40. PW.8-Dr.Chadrakanth R.M. has stated that he examined the claimant and found three fractures. PW.8-Doctor also stated that the claimant Smt.Kavya has got permanent physical disability of 48%. The Tribunal considered 15% permanent physical disability of the claimant.

41. The Tribunal considering the disability certificate and nature of injuries, awarded a sum of Rs.25,000/- towards pain and suffering, which is not reasonable one. The claimant sustained in all three grievous injuries for one grievous injury as per settled law, the claimant is entitled for an amount of Rs.40,000/- for additional fracture she is entitled for Rs.10,000/- each. Thus, the claimant is entitled for ***Rs.60,000/-*** under the head of pain and sufferings.

42. Towards medical expenses, the Tribunal awarded a sum of ***Rs.46,341/***-, which is reasonable amount and no interference is called for in that regard by this Court.

43. Towards nourishment, conveyance and attendant charges, the Tribunal has awarded a sum of Rs.5,000/-, which is not reasonable one. Hence, additional compensation of Rs.25,000/- is awarded and in all ***Rs.30,000/-*** is awarded under this head.

44. Towards loss of future income, the Tribunal has awarded a sum of ***Rs.4,45,000/-,*** which is reasonable one and hence, no interference is called for in that regard.

45. Towards loss of income during the laid up period, the Tribunal has awarded compensation of Rs.13,750/- for the period of one month. Having regard to the chart prepared by the Karnataka Legal Service Authority, the appropriate notional income to be taken is Rs.13,750/- for the accident of the year 2020, in the absence of proof of income. Considering the nature of injuries and it suggests that the claimant must have under treatment for a period of three months and therefore, a sum of ***Rs.41,250/-*** (13,750/- X 3) is awarded under the said head.

46. The Tribunal has not awarded any compensation under the head loss of amenities. Considering the nature of injuries sustained and period spent as inpatient in the hospital, it is just and reasonable to award sum of ***Rs.30,000/-*** under the head of loss of amenities.

47. Therefore, in all the claimant is entitled for compensation on the following heads.

1	Towards pain and sufferings	Rs.	60,000/-
2	Towards Medical Expenses.	Rs.	46,341/-
3	Attendant charges, extra nutritious food & conveyance charges	Rs.	30,000/-
4	Loss of future income on account of permanent disability:	Rs.	4,45,000/-
5	Loss of income during laid up period	Rs.	41,250/-
6	Loss of amenities.	Rs.	30,000/-
	Total	Rs.	6,52,591/-
Less: Compensation awarded by Tribunal		Rs.	5,35,591/-
Enhanced by this Court.		Rs.	1,17,000/-

48. Insofar as quantum of compensation is concerned, the Tribunal has awarded compensation to the claimant in MVC.No.926/2020, who is the appellant in MFA.No.104159/2023, as follows.

1	Medical expenses	Rs.	29,604/-
2	Attendant charges, extra nutritious	Rs.	5,000/-

	food & conveyance charges.		
3	Pain and sufferings	Rs.	25,000/-
4	Loss of future income on account of permanent disability:	Rs.	4,45,000/-
5	Loss of income during laid up period	Rs.	13,750/-
Total		Rs.	5,18,354/-

49. To substantiate his claim, claimant-Rakesh S.E. himself got examined on oath as PW.2 and relied upon Ex.P.14-Wound Certificate. As per Ex.P.14-Wound Certificate, the claimant sustained following injuries.

i. Swelling of right forearm

ii. Blunt injury to left ankle and& right leg & chest.

iii. Blunt injury to back.

50. PW.8-Dr.Chadrakanth R.M. has stated that he examined the claimant and found two fractures. PW.8-Doctor also stated that the claimant Rakesh S.E. has got permanent physical disability of 48%. The Tribunal considered 15% permanent physical disability of the claimant.

51. The Tribunal considering the disability certificate and nature of injuries awarded a sum of Rs.25,000/- towards

pain and suffering, which is not reasonable one. The claimant sustained two grievous injuries for one grievous injury as per settled law, the claimant is entitled for an amount of Rs.40,000/- for additional fracture she is entitled for Rs.10,000/- each. Thus, the claimant is entitled for ***Rs.50,000/-*** under the head of pain and sufferings.

52. Towards medical expenses, the Tribunal awarded a sum of ***Rs.29,604/***-, which is reasonable amount and no interference is called for in that regard by this Court.

53. Towards nourishment, conveyance and attendant charges, the Tribunal has awarded a sum of Rs.5,000/-, which is not reasonable one. Hence, additional compensation of Rs.25,000/- is awarded and in all ***Rs.30,000/-*** is awarded under this head.

54. Towards loss of future income, the Tribunal has awarded a sum of ***Rs.4,45,000/-,*** which is reasonable one and hence, no interference is called for in that regard.

55. Towards loss of income during the laid up period, the Tribunal has awarded compensation of Rs.13,750/- for the period of one month. Having regard to the chart prepared by the Karnataka Legal Service Authority, the appropriate notional income to be taken is Rs.13,750/- for the accident of the year 2020, in the absence of proof of income. Considering the nature of injuries and it suggests that the claimant must have under treatment for a period of three months and therefore, a sum of ***Rs.41,250/-*** (13,750/- X 3) is awarded under the said head.

56. The Tribunal has not awarded any compensation under the head loss of amenities. Considering the nature of injuries sustained and period spent as inpatient in the hospital, it is just and reasonable to award ***Rs.30,000/-*** under the head of loss of amenities.

57. Therefore in all the claimant is entitled for compensation on the following heads.

1	Towards pain and sufferings	Rs.	50,000/-

2	Towards Medical Expenses.	Rs.	29,604/-
3	Attendant charges, extra nutritious food & conveyance charges	Rs.	30,000/-
4	Loss of future income on account of permanent disability:	Rs.	4,45,000/-
5	Loss of income during laid up period	Rs.	41,250/-
6	Loss of amenities.	Rs.	30,000/-
	Total	Rs.	6,25,854/-
Less: Compensation awarded by Tribunal		Rs.	5,18,354/-
Enhanced by this Court.		Rs.	1,07,500/-

58. Insofar as quantum of compensation is concerned, the Tribunal has awarded compensation to the claimant in MVC.No.927/2020, who is the appellant in MFA.No.104161/2023, as follows.

1	Medical expenses	Rs.	28.032/-
2	Attendant charges, extra nutritious food & conveyance charges.	Rs.	5,000/-
3	Pain and sufferings	Rs.	25,000/-
4	Loss of future income on account of permanent disability:	Rs.	4,45,000/-
5	Loss of income during laid up period	Rs.	13,750/-
Total		Rs.	5,16,782/-

59. To substantiate his claim, claimant-Abdul Sattar himself got examined on oath as PW.3 and relied upon Ex.P.20-Wound Certificate. As per Ex.P.20-Wound Certificate, the claimant sustained following injuries.

i. Blunt injury to left thyht

ii. Blunt injury to right forearm

iii. Abrasion ½ X ½ cm on left little finger

iv. c/o back pain.

60. PW.8-Dr.Chadrakanth R.M. has stated that he examined the claimant and found three fractures. PW.8-Doctor also stated that the claimant Abdul Sattar has got permanent physical disability of 45%. The Tribunal considered 15% permanent physical disability of the claimant.

61. The Tribunal considering the disability certificate and nature of injuries awarded a sum of Rs.25,000/- towards pain and suffering, which is not reasonable one. The claimant sustained in all three grievous injuries for one grievous injury as per settled law, the claimant is entitled for an amount of Rs.40,000/- for additional fracture she is entitled for Rs.10,000/- each. Thus, the claimant is entitled for ***Rs.60,000/-*** under the head of pain and sufferings.

62. Towards medical expenses, the Tribunal awarded a sum of ***Rs.28,032/***-, which is reasonable amount and no interference is called for in that regard by this Court.

63. Towards nourishment, conveyance and attendant charges, the Tribunal has awarded a sum of Rs.5,000/-, which is not reasonable one. Hence, additional compensation of Rs.25,000/- is awarded and in all ***Rs.30,000/-*** is awarded under this head.

64. Towards loss of future income, the Tribunal has awarded a sum of ***Rs.4,45,000/-,*** which is reasonable one and hence, no interference is called for in that regard.

65. Towards loss of income during the laid up period, the Tribunal has awarded compensation of Rs.13,750/- for the period of one month. Having regard to the chart prepared by the Karnataka Legal Service Authority, the appropriate notional income to be taken is Rs.13,750/- for the accident of the year 2020, in the absence of proof of income. Considering the nature of injuries and it suggests

that the claimant must have under treatment for a period of three months and therefore, a sum of ***Rs.41,250/-*** (13,750/- X 3) is awarded under the said head.

66. The Tribunal has not awarded any compensation under the head loss of amenities. Considering the nature of injuries sustained and period spent as inpatient in the hospital, it is just and necessary to award ***Rs.30,000/-*** under the head of loss of amenities.

67. Therefore in all the claimant is entitled for compensation on the following heads.

1	Towards pain and sufferings	Rs.	60,000/-
2	Towards Medical Expenses.	Rs.	28,032/-
3	Attendant charges, extra nutritious food & conveyance charges	Rs.	30,000/-
4	Loss of future income on account of permanent disability:	Rs.	4,45,000/-
5	Loss of income during laid up period	Rs.	41,250/-
6	Loss of amenities.	Rs.	30,000/-
	Total	Rs.	6,34,282/-
Less: Compensation awarded by Tribunal		Rs.	5,16,782/-
Enhanced by this Court.		Rs.	1,17,500/-

68. Insofar as quantum of compensation is concerned, the Tribunal has awarded compensation to the

claimant in MVC.No.928/2020, who is the appellant in MFA.No.104160/2023, as follows.

1	Medical expenses	Rs.	27,175/-
2	Attendant charges, extra nutritious food & conveyance charges.	Rs.	5,000/-
3	Pain and sufferings	Rs.	25,000/-
4	Loss of future income on account of permanent disability:	Rs.	3,21,750/-
5	Loss of income during laid up period	Rs.	13,750/-
Total		Rs.	3,92,675/-

69. To substantiate his claim, claimant-Kalidas himself got examined on oath as PW.4 and relied upon Ex.P.26-Wound Certificate. As per Ex.P.26-Wound Certificate, the claimant sustained following injuries.

i. Blunt injury to nape of neck both shoulder and scapular region.

ii. Blunt injury to left shoulder region.

iii. Swelling over right hand.

iv. C/o low back pain.

70. PW.8-Dr.Chadrakanth R.M. has stated that he examined the claimant and found four fractures. PW.8-Doctor also stated that the claimant Kalidas has got permanent physical disability of 46%. The Tribunal

considered 15% permanent physical disability of the claimant.

71. The Tribunal considering the disability certificate and nature of injuries awarded a sum of Rs.25,000/- towards pain and suffering, which is not reasonable one. The claimant sustained in all two grievous injuries for one grievous injury as per settled law, the claimant is entitled for an amount of Rs.40,000/- for additional fracture she is entitled for Rs.10,000/-. Thus, the claimant is entitled for ***Rs.50,000/-*** under the head of pain and sufferings.

72. Towards medical expenses, the Tribunal awarded a sum of ***Rs.27,175/***-, which is reasonable amount and no interference is called for in that regard by this Court.

73. Towards nourishment, conveyance and attendant charges, the Tribunal has awarded a sum of Rs.5,000/-, which is not reasonable one. Hence, additional compensation of Rs.25,000/- is awarded and in all ***Rs.30,000/-*** is awarded under this head.

74. Towards loss of future income, the Tribunal has awarded a sum of ***Rs.3,21,750/-,*** which is reasonable one and hence, no interference is called for in that regard.

75. Towards loss of income during the laid up period, the Tribunal has awarded compensation of Rs.13,750/- for the period of one month. Having regard to the chart prepared by the Karnataka Legal Service Authority, the appropriate notional income to be taken is Rs.13,750/- for the accident of the year 2020, in the absence of proof of income. Considering the nature of injuries and it suggests that the claimant must have under treatment for a period of three months and therefore, a sum of ***Rs.41,250/-*** (13,750/- X 3) is awarded under the said head.

76. The Tribunal has not awarded any compensation under the head loss of amenities. Considering the nature of injuries sustained and period spent as inpatient in the hospital, it is just and necessary to award ***Rs.30,000/-*** under the head of loss of amenities.

77. Therefore in all the claimant is entitled for compensation on the following heads.

1	Towards pain and sufferings	Rs.	50,000/-
2	Towards Medical Expenses.	Rs.	27,175/-
3	Attendant charges, extra nutritious food & conveyance charges	Rs.	30,000/-
4	Loss of future income on account of permanent disability:	Rs.	3,21,750/-
5	Loss of income during laid up period	Rs.	41,250/-
6	Loss of amenities.	Rs.	30,000/-
	Total	Rs.	5,00,175/-
Less: Compensation awarded by Tribunal		Rs.	3,92,675/-
Enhanced by this Court.		Rs.	1,07,500/-

78. Insofar as quantum of compensation is concerned, the Tribunal has awarded compensation to the claimant in MVC.No.929/2020, who is the appellant in MFA.No.104153/2023, as follows.

1	Medical expenses	Rs.	32,221/-
2	Attendant charges, extra nutritious food & conveyance charges.	Rs.	5,000/-
3	Pain and sufferings	Rs.	25,000/-
4	Loss of future income on account of permanent disability:	Rs.	3,96,000/-
5	Loss of income during laid up period	Rs.	13,750/-
Total		Rs.	4,71,971/-

79. To substantiate her claim, claimant-Nagaratna herself got examined on oath as PW.5 and relied upon

Ex.P.32-Wound Certificate. As per Ex.P.32-Wound Certificate, the claimant sustained following injuries.

i. Fracture of Pubic Ramous and

ii. Fracture of L4 Vertebra

80. PW.8-Dr.Chadrakanth R.M. has stated that he examined the claimant and found two fractures. PW.8-Doctor also stated that the claimant Nagaratna has got permanent physical disability of 50%. The Tribunal considered 15% permanent physical disability of the claimant.

81. The Tribunal considering the disability certificate and nature of injuries awarded a sum of Rs.25,000/- towards pain and suffering, which is not reasonable one. The claimant sustained in all two grievous injuries for one grievous injury as per settled law, the claimant is entitled for an amount of Rs.40,000/- for additional fracture she is entitled for Rs.10,000/- each. Thus, the claimant is entitled for ***Rs.50,000/-*** under the head of pain and sufferings.

82. Towards medical expenses, the Tribunal awarded a sum of ***Rs.32,221/***-, which is reasonable amount and no interference is called for in that regard by this Court.

83. Towards nourishment, conveyance and attendant charges, the Tribunal has awarded a sum of Rs.5,000/-, which is not reasonable one. Hence, additional compensation of Rs.25,000/- is awarded and in all ***Rs.30,000/-*** is awarded under this head.

84. Towards loss of future income, the Tribunal has awarded a sum of ***Rs.3,96,000/-,*** which is reasonable one and hence, no interference is called for in that regard.

85. Towards loss of income during the laid up period, the Tribunal has awarded compensation of Rs.13,750/- for the period of one month. Having regard to the chart prepared by the Karnataka Legal Service Authority, the appropriate notional income to be taken is Rs.13,750/- for the accident of the year 2020, in the absence of proof of income. Considering the nature of injuries and it suggests

that the claimant must have under treatment for a period of three months and therefore, a sum of ***Rs.41,250/-*** (13,750/- X 3) is awarded under the said head.

86. The Tribunal has not awarded any compensation under the head loss of amenities. Considering the nature of injuries sustained and period spent as inpatient in the hospital, it is just and necessary to award ***Rs.30,000/-*** under the head of loss of amenities.

87. Therefore, the claimant is entitled for compensation on the following heads.

1	Towards pain and sufferings	Rs.	50,000/-
2	Towards Medical Expenses.	Rs.	32,221/-
3	Attendant charges, extra nutritious food & conveyance charges	Rs.	30,000/-
4	Loss of future income on account of permanent disability:	Rs.	3,96,000/-
5	Loss of income during laid up period	Rs.	41,250/-
6	Loss of amenities.	Rs.	30,000/-
	Total	**Rs.**	**5,79,471/-**
Less: Compensation awarded by Tribunal		Rs.	4,71,971/-
Enhanced by this Court.		Rs.	1,07,500/-

88. Insofar as quantum of compensation is concerned, the Tribunal has awarded compensation to the

claimant in MVC.No.930/2020, who is the appellant in MFA.No.104156/2023, as follows.

1	Medical expenses	Rs.	31,946/-
2	Attendant charges, extra nutritious food & conveyance charges.	Rs.	6,000/-
3	Pain and sufferings	Rs.	25,000/-
4	Loss of future income on account of permanent disability:	Rs.	4,20,750/-
5	Loss of income during laid up period	Rs.	13,750/-
Total		Rs.	4,97,446/-

89. To substantiate his claim, claimant-Punith G.S. himself got examined on oath as PW.6 and relied upon Ex.P.38-Wound Certificate. As per Ex.P.38-Wound Certificate, the claimant sustained following injuries.

i. Fracture Tibial Condyler right side

ii. Fracture of pubic Ramus

90. PW.8-Dr.Chadrakanth R.M. has stated that he examined the claimant and found two fractures. PW.8-Doctor also stated that the claimant Punith G.S has got permanent physical disability of 48%. The Tribunal considered 15% permanent physical disability of the claimant.

91. The Tribunal considering the disability certificate and nature of injuries awarded a sum of Rs.25,000/- towards pain and suffering, which is not reasonable one. The claimant sustained in all two grievous injuries for one grievous injury as per settled law, the claimant is entitled for an amount of Rs.40,000/- for additional fracture she is entitled for Rs.10,000/- each. Thus, the claimant is entitled for ***Rs.60,000/-*** under the head of pain and sufferings.

92. Towards medical expenses, the Tribunal awarded a sum of ***Rs.31,946/***-, which is reasonable amount and no interference is called for in that regard by this Court.

93. Towards nourishment, conveyance and attendant charges, the Tribunal has awarded a sum of Rs.5,000/-, which is not reasonable one. Hence, additional compensation of Rs.25,000/- is awarded and in all ***Rs.30,000/-*** is awarded under this head.

94. Towards loss of future income, the Tribunal has awarded a sum of ***Rs.4,20,750/-,*** which is reasonable one and hence, no interference is called for in that regard.

95. Towards loss of income during the laid up period, the Tribunal has awarded compensation of Rs.13,750/- for the period of one month. Having regard to the chart prepared by the Karnataka Legal Service Authority, the appropriate notional income to be taken is Rs.13,750/- for the accident of the year 2020, in the absence of proof of income. Considering the nature of injuries and it suggests that the claimant must have under treatment for a period of three months and therefore, a sum of ***Rs.41,250/-*** (13,750/- X 3) is awarded under the said head.

96. The Tribunal has not awarded any compensation under the head loss of amenities. Considering the nature of injuries sustained and period spent as inpatient in the hospital it is just and necessary to award ***Rs.30,000/-*** under the head of loss of amenities.

97. Therefore in all the claimant is entitled for compensation on the following heads.

1	Towards pain and sufferings	Rs.	60,000/-
2	Towards Medical Expenses.	Rs.	31,946/-
3	Attendant charges, extra nutritious food & conveyance charges	Rs.	30,000/-
4	Loss of future income on account of permanent disability:	Rs.	4,20,750/-
5	Loss of income during laid up period	Rs.	41,250/-
6	Loss of amenities.	Rs.	30,000/-
	Total	Rs.	6,13,946/-
Less: Compensation awarded by Tribunal		Rs.	4,97,446/-
Enhanced by this Court.		Rs.	1,16,500/-

98. Insofar as quantum of compensation is concerned, the Tribunal has awarded compensation to the claimant in MVC.No.931/2020, who is the appellant in MFA.No.104158/2023, as follows.

1	Medical expenses	Rs.	30,769/-
2	Attendant charges, extra nutritious food & conveyance charges.	Rs.	6,000/-
3	Pain and sufferings	Rs.	25,000/-
4	Loss of future income on account of permanent disability:	Rs.	3,21,750/-
5	Loss of income during laid up period	Rs.	13,750/-
Total		Rs.	3,97,269/-

99. To substantiate her claim, claimant-Sulochana herself got examined on oath as PW.7 and relied upon

Ex.P.44-Wound Certificate. As per Ex.P.44-Wound Certificate, the claimant sustained following injuries.

i. Abraded wound 4x3 cms. Right knee joint.

ii. Swelling of right forearm.

100. PW.8-Dr.Chadrakanth R.M. has stated that he examined the claimant and found three fractures. PW.8-Doctor also stated that the claimant Sulochana has got permanent physical disability of 50%. The Tribunal considered 15% permanent physical disability of the claimant.

101. The Tribunal considering the disability certificate and nature of injuries awarded a sum of Rs.25,000/- towards pain and suffering, which is not reasonable one. The claimant sustained in all three grievous injuries for one grievous injury as per settled law, the claimant is entitled for an amount of Rs.40,000/- for additional fracture she is entitled for Rs.10,000/- each. Thus, the claimant is entitled for ***Rs.60,000/-*** under the head of pain and sufferings.

102. Towards medical expenses, the Tribunal awarded a sum of ***Rs.30,769/-***, which is reasonable amount and no interference is called for in that regard by this Court.

103. Towards nourishment, conveyance and attendant charges, the Tribunal has awarded a sum of Rs.5,000/-, which is not reasonable one. Hence, additional compensation of Rs.25,000/- is awarded and in all ***Rs.30,000/-*** is awarded under this head.

104. Towards loss of future income, the Tribunal has awarded a sum of ***Rs.3,21,750/-,*** which is reasonable one and hence, no interference is called for in that regard.

105. Towards loss of income during the laid up period, the Tribunal has awarded compensation of Rs.13,750/- for the period of one month. Having regard to the chart prepared by the Karnataka Legal Service Authority, the appropriate notional income to be taken is Rs.13,750/- for the accident of the year 2020, in the absence of proof of income. Considering the nature of injuries and it suggests

that the claimant must have under treatment for a period of three months and therefore, a sum of ***Rs.41,250/-*** (13,750/- X 3) is awarded under the said head.

106. The Tribunal has not awarded any compensation under the head loss of amenities. Considering the nature of injuries sustained and period spent as inpatient in the hospital it is just and necessary to award ***Rs.30,000/-*** under the head of loss of amenities.

107. Therefore, the claimant is entitled for compensation on the following heads.

1	Towards pain and sufferings	Rs.	60,000/-
2	Towards Medical Expenses.	Rs.	30,769/-
3	Attendant charges, extra nutritious food & conveyance charges	Rs.	30,000/-
4	Loss of future income on account of permanent disability:	Rs.	3,21,750/-
5	Loss of income during laid up period	Rs.	41,250/-
6	Loss of amenities.	Rs.	30,000/-
	Total	Rs.	5,13,796/-
Less: Compensation awarded by Tribunal		Rs.	3,97,269/-
Enhanced by this Court.		Rs.	1,16,527/-

Accordingly I pass the following;

ORDER

i. The appeals in MFA Nos.101169, 101164, 101167, 101168, 101170, 101172 and 101173 of 2023 filed by the Insurance Company are hereby ***dismissed***.

ii. The appeals in MFA Nos.103588, 104153, 104156, 104158, 104159, 104160 and 104161 of 2023 are hereby ***allowed in part.***

iii. The impugned judgment and award dated 29.12.2022 passed in MVC.Nos.925 to 931 of 2020 by the II Additional Senior Civil Judge and Additional MACT, Ranebennur, is modified to the extent stated herein above.

iv. The claimant in MVC.No.925/2020 (the appellant in MFA.No.103588/2023) is entitled for compensation of ***Rs.6,52,591/-*** as against Rs.5,35,591/- awarded by the Tribunal and the Insurance Company is directed to deposit additional compensation of ***Rs.1,17,000/-*** within eight weeks with interest at the rate of 6% per annum from the date of claim petition till the date of payment.

v. The claimant in MVC.No.926/2020 (the appellant in MFA.No.104159/2023) is entitled for compensation of ***Rs.6,25,854/-*** as against Rs.5,18,354/- awarded by the Tribunal and the Insurance Company is directed to deposit additional compensation of ***Rs.1,07,500/-*** within eight weeks with interest at the rate of 6% per annum from the date of claim petition till the date of payment.

vi. The claimant in MVC.No.927/2020 (the appellant in MFA.No.104161/2023) is entitled for compensation of ***Rs.6,34,282/-*** as against Rs.5,16,782/- awarded by the Tribunal and the Insurance Company is directed to deposit additional compensation of ***Rs.1,17,500/-*** within eight weeks with interest at the rate of 6% per annum from the date of claim petition till the date of payment.

vii. The claimant in MVC.No.928/2020 (the appellant in MFA.No.104160/2023) is entitled for compensation of ***Rs.5,00,175/-*** as against Rs.3,92,675/- awarded by the

Tribunal and the Insurance Company is directed to deposit additional compensation of ***Rs.1,07,500/-*** within eight weeks with interest at the rate of 6% per annum from the date of claim petition till the date of payment.

viii. The claimant in MVC.No.929/2020 (the appellant in MFA.No.104153/2023) is entitled for compensation of ***Rs.5,79,471/-*** as against Rs.4,71,971/- awarded by the Tribunal and the Insurance Company is directed to deposit additional compensation of ***Rs.1,07,500/-*** within eight weeks with interest at the rate of 6% per annum from the date of claim petition till the date of payment.

ix. The claimant in MVC.No.930/2020 (the appellant in MFA.No.104156/2023) is entitled for compensation of ***Rs.6,13,946/-*** as against Rs.4,97,446/- awarded by the Tribunal and the Insurance Company is directed to deposit additional compensation of ***Rs.1,16,500/-*** within eight weeks with interest at the rate of 6% per annum from

the date of claim petition till the date of payment.

x. The claimant in MVC.No.931/2020 (the appellant in MFA.No.104158/2023) is entitled for compensation of ***Rs.5,13,769/-*** as against Rs.3,97,269/- awarded by the Tribunal and the Insurance Company is directed to deposit additional compensation of ***Rs.1,16,500/-*** within eight weeks with interest at the rate of 6% per annum from the date of claim petition till the date of payment.

xi. On deposit, the Tribunal is directed to disburse the entire additional compensation in favour of respective claimants on proper identification.

xii. The amount in deposit before this Court, if any, shall be transmitted to the Tribunal forthwith.

xiii. Registry is directed to send the copy of this judgment to the Transport Department for needful action as observed in the body of the judgment.

xiv. Registry is directed to transmit copy of this judgment to the concerned Tribunal.

xv. Draw modified awards accordingly.

In view of the disposal of these appeals, pending applications, if any, stand disposed off.

No order as to costs.

Sd/-
JUDGE

EM/ct-an
List No.: 1 Sl No.: 57