

(2005) 07 KAR CK 0022
In the Karnataka High Court
Case No : M.F.A. No. 1766 of 2004

National Insurance Company Limited

APPELLANT

Vs

Alipeer and Another

RESPONDENT

Date of Decision : 12-07-2005

Acts Referred:

Karnataka Motor Vehicles Rules, 1989 — Rule 100
Motor Vehicles Act, 1988 — Section 147, 2 (13)

Citation : (2006) ACJ 1099 : (2006) ILR (Kar) 947 : (2006) 2 KCCR 738

Hon'ble Judges : K. Sreedhar Rao, J

Bench : Single Bench

Advocate : M. Sowri Raju, for the Appellant; B.M. Siddappa, for R1 and Sundar Raj, for R2, for the Respondent

Final Decision : Dismissed

Judgement

K. Sreedhar Rao, J.—The petitioner in MVC No. 347/2000 travelling in the goods vehicle along with three quintals of ragi. The vehicle met with an accident, resulting personal injuries to the petitioner. The Tribunal awarded compensation of Rs. 16,000/- with interest at 6% p.a. from the date of the petition till payment. The insurer of the lorry is directed to pay the compensation. The insurer is in appeal seeking avoidance of the liability on the ground that the petitioner is an unauthorised passenger in the goods vehicle.

2. The petitioner has pleaded and proved that he was travelling in the lorry along with three quintals of ragi, which fits into the definition of the goods u/s 2(13) of the M.V. Act.

3. The amended provisions of Section 147 of M.V. Act insist compulsory coverage the risk of owner travelling with goods in a goods vehicle w.e.f. 11.4.1994. However, earlier to the amendment the tariff regulations permitted coverage of risk by a contract on payment of additional premium.

4. The counsel for the appellant contends that the lorry in question exclusively

hired for transportation of the rice bags and was fully loaded. Therefore, it is impermissible to infer that the petitioner has hired the lorry for transportation of three quintals of ragi. It is further argued that the insurer incurs liability u/s 147, only when the entire lorry is exclusively hired by the owner and travelling along with his goods.

5. The Rule 100 of Karnataka Motor Vehicle Rules permit certain category of persons to travel in the goods vehicle. In case of lighter goods vehicle, the permitted capacity of passengers is 2+1 including driver. In the case of heavy goods vehicle, the permitted capacity is 5+1 including the driver. Therefore, as per the Tariff Regulation if there is a contract to cover the risk owner of goods travelling in the vehicle under the category of non-fare paid passenger as per IMT 13/14, the insurer will be liable to pay the compensation.

6. In the rural life style of India, with very poor inadequate transport infrastructure, the agriculturists often jointly engage a goods vehicle for transportation of their agricultural produce. In such a situation, the owners/ representatives of the goods are eligible to travel along with their goods. However, the number of such owners/ representatives should not exceed permitted seating capacity as stated in Rule 100 of K.M.V. Rules. In that view, the contention that the entire lorry should have been exclusively hired by only one person and only in respect of such owner of goods, the insurer incurs liability u/s 147 is an untenable argument.

7. In the instant case, the travel of the petitioner is within the permitted seating capacity, therefore, the insurer becomes liable to pay the compensation. The award made against the insurer is sound and proper.

8. Accordingly, the appeal is dismissed.

The amount deposited in this appeal to be transferred to the Tribunal for disbursement.