Company : CourtKutchehry
Website : www.courtkutchehry.com
Printed For :
Date : 18/09/2026

(2026) 08 KAR CK 2256

In the Karnataka High Court, Bengaluru Bench

Case No : MISCELLANEOUS FIRST APPEAL NO. 3945 OF 2013 (MV)

Sri. Mulezuddin @ Moezkhan APPELLANT

Vs

Sri Gopalakrishna & Anr. RESPONDENT

Date of Decision : 05-08-2026

Acts Referred:
MV Act — Section 173(1)
Insurance Act — Section 64VB

Citation : (2026) 08 KAR CK 2256

Hon'ble Judges : P Sree Sudha, J

Bench : Single Bench

Advocate : Sri. K N Harish Babu, Sri. A N Krishnaswamy, Sri. Kumara

Final Decision : Partly Allowed

Judgement

CAV JUDGMENT

This appeal is filed against the judgment and award dated 13.11.2012 passed by the Motor Accident Claims Tribunal, Bangalore, in MVC No.9301 of 2008.

2. The injured claimant met with an accident on 31.08.2008, and filed a claim petition claiming compensation of Rs.5,00,000/-. The Tribunal, considering the entire evidence on record, granted the compensation of Rs.17,770/- with interest at the rate of 8% per annum from the date of petition till realisation.

3. Aggrieved by the said order, this appeal is preferred by the appellant-claimant in which it is mainly contended that, on 02.09.2008, he was treated conservatively and produced medical bills to an extent of Rs.4,669/-. It is further contended that he was running a business and earning Rs.10,000/- per month. He clearly stated that he visited 5 hospitals 20 times, but the Tribunal granted meagre amounts under the other heads. It is further contended that the cheque issued by respondent was dishonoured and they issued notice to respondent No.1, but they failed to prove that notice issued by them was served upon respondent No.1. He is not aware of bouncing of the cheque. It is further

contended that agreement was between respondent No.1 and respondent No.2. Therefore, dismissing that the claim petition against respondent No.2 is illegal, improper and is to be set aside. Thus, requested this Court for the grant of remaining compensation of Rs.4,82,230/-.

4. Learned counsel for respondent No.1 stated that the cheque issued for premium was dishonoured and they informed about the cancellation of the policy on 24.03.2008 itself and accident occurred on 31.08.2008, i.e. after 5 months and hence, they are not liable to pay the compensation. Learned counsel for respondent No.2-insurance company stated that they have issued policy bearing policy bearing No.3001/5176096 for Scorpio Car bearing registration No.KA-050-M-2538. The policy was obtained by respondent No.1 by issuing cheque bearing number No.514808 dated 12.05.2008 for a premium amount of Rs.13,876/-. It was returned/dishonoured for want of funds. Therefore, policy was cancelled by serving notice as required under law. There is no policy subsisting on the date of accident. As such, respondent-insurance company is not liable to indemnify respondent No.1.

5. Heard the arguments of learned counsel for both sides.

6. The respondent-insurance company examined its Legal Manager as RW 1 and he stated that the said cheque issued for premium was dishonoured for insufficient funds and they have cancelled the policy as *void ab-initio* (Non-compliance of Section 64VB of the Insurance Act). Therefore, no policy was subsisting as on the date of accident. They have also issued notice to the respondent No.1 and also to RTO and cancelled the policy. Thus, there was no privity of contract between insured and insurer as on the day of accident and insurance company is not liable to pay the compensation. Exhibit R1 is the copy of letter addressed to RTO. Exhibit R2 is the certificate of posting. Letter to respondent No.1 is marked as Exhibit R3 and UCP as Exhibit R3A. Bank endorsement is marked as Exhibit R4 and the copy of the cheque is Exhibit R5. RW 1 admitted that on the endorsement, bank seal is not there. It was observed that perusal of Exs.R-1, R-3 and R-5 clearly shows that respondent No.2-insurance company cancelled the policy and they also cancelled cover note issued to respondent No.1. That Tribunal rightly considered all the aspects and held that respondent No.1-owner alone is liable to pay the compensation and exonerated the respondent-insurance company. Therefore, this Court finds no reason to interfere with the said finding of the Tribunal.

7. Learned counsel for the petitioner-claimant requested for enhancement of the compensation. Petitioner has not examined the doctor. It is stated that the petitioner was running M/s.Classic Fabrication work and earning Rs.10,000/-per month, but he has not filed any income proof. As the petitioner met with an accident in the year 2008, his notional income is to be taken as Rs.4,500/- per month as per the chart prepared by the Karnataka State Legal Services Authority. He was aged 39 years at the time of accident and the relevant multiplier is 15. The petitioner sustained blunt injury to the left side front of

chest and pelvic region, which is simple in nature according to the Medical Officer. He is not suffering from any disability and as such, the disability does not exist.

8. It is also stated that petitioner sustained fracture of Right Inferior Pubic Rami, which is grievous in nature. As per Exhibit P7-discharge summary, the petitioner was admitted in the hospital for 3 days. Considering the nature of injury sustained by the petitioner, period of hospitalisation, his occupation and other relevant factors, this Court finds that it is just and reasonable to grant amounts of Rs.30,000/- for pain and suffering, Rs.15,000/- for loss of amenities and Rs.15,000/- for transportation, extra nourishment and attendant charges. Petitioner might not have attended any other work at least for a period of 2 months and therefore, Rs.9,000/- is to be granted under the head loss of income during laid up period. As per Exhibit P10, the petitioner incurred Rs.4,770/- towards medical expenses and the Tribunal has already granted the said amount and it is confirmed. Thus, the total compensation comes to Rs.73,770/- with interest at 6% per annum as against Rs.17,770/-.

9. The award of compensation passed by the Tribunal is modified as under:

Heads	Amount in Rs.
1. Medical expenses	4,770/-
2. Pain and Suffering	30,000/-
3. Loss of amenities	15,000/-
4. Transportation, extra nourishment and attendant charges	15,000/-
5. Loss of earning during the laid up period	9,000/-
Total	73,770/-

10. In the result, the following order is passed:

(i) Appeal is allowed in part.

(ii) The Claimant is entitled for the total compensation of Rs.73,770/- with interest at 6% per annum from the date of petition till the date of realization.

(iii) Respondent No.1 is directed to deposit the aforesaid compensation within one month from the date of this order.

(iv) On such deposit, the claimant is permitted to withdraw the entire amount along with the interest accrued on it.

(v) Respondent No.2-Insurance company is exonerated from paying the liability.