
(1980) 06 KAR CK 0033

In the Karnataka High Court

Case No : M.F.A. No's. 674, 675 and 678 of 1977 and 672 to 679 of 1977 and 944 to 951 of 1978 and W.P. No's. 994 and 995 of 1978

Sundaram Finance Ltd.

APPELLANT

Vs

D.G. Nanjappa and Others

RESPONDENT

Date of Decision : 09-06-1980

Acts Referred:

Motor Vehicles Act, 1939 — Section 110 A, 110 B, 95 (2)

Citation : (1980) ACJ 377

Hon'ble Judges : M.S. Patil, J;G.N. Sabhahit, J

Bench : Division Bench

Final Decision : Dismissed

Judgement

G.N. Sabhahit, J.—These appeals and the writ petitions arise out of the common judgment and awards dated 30.6.1977 passed by the Member, Motor Accidents Claims Tribunal, Chitradurga, in Miscellaneous Cases (MVC) Nos. 29, 30 to 38, 41, 42 and 45 of 1972, on his file awarding compensation of different amounts to the claimants in the various petitions instituted u/s 110-A Motor Vehicles Act. Miscellaneous case (MVC) No. 37 of 1972, on his file, was, however, dismissed by the Tribunal and no appeal is preferred against the said dismissal.

2. It is the case of the claimants that the injured and the deceased were travelling in the bus belonging to Messrs Nanjundes-wara Motor Service, on 7-7-1976 and that due to reckless speed, the bus went off the road on its right side and hit against a road-side tree, as a result of which several persons were injured and two persons died including the driver of the bus. The injured persons and the legal heirs of the deceased have instituted claim petitions before the Claims Tribunal, Chitradurga, claiming compensation from the original Respondents.

3. Messrs Nanjundeswara Motor Service is Respondent-1, the insurer is Respondents and Messrs Sundaram Finance Limited is original Respondent-3. The claimants demanded compensation in their petitions against Messrs

Nanjundeswara Motor Service and the insurer Objections were taken by Respondent-1 to the effect that he was not the owner of the bus and that he was in possession of the bus as a hirer under the Hire Purchase Agreement (Exhibit P. 17) dated 14-4-1972 and, as such, he was not liable to pay any compensation and that the owner of the bus viz. M/s. Sundaram Finance Limited (original Respondent-3) was liable and that it was a necessary party to these claim petitions. Accordingly, the claimants added by amendment, M/s. Sundaram Finance Limited in all their petitions as original Respondent-3.

4. Messrs Sundaram Finance Limited, on entering appearance, contended that it was only a financing agency; that the custody of the bus was with the hirer, viz. Respondent-1; that it was Respondent-1 who was running the bus; that it was Respondent-1 who had the permit and that it was Respondent-1 who had taken out the insurance policy and that therefore, Messrs Sundaram Finance Limited was not liable for paying any compensation; but, that the liability had to be saddled, if at all, on Respondent-1 (the hirer). The original Respondents 1 and 2 also denied that the accident was the result of the rash and negligent driving of the bus in question by its driver. They further contended that the compensation amounts claimed in the different cases were exorbitant.

5. The Tribunal raised the relevant issues regarding the actionable negligence, the liability of the Respondents and the quantum of damages. During hearing, the claimants examined in all 26 witnesses and got marked 83 documents. As against that, the Respondents examined in all 14 witnesses. The Tribunal, on appreciating the evidence on record, held that the accident was the result of the rash and negligent driving of the bus in question by its driver and, in that view, the Tribunal awarded compensation to the different claimants, excepting the claimant in Miscellaneous Case (MVC) No. 37 of 1972 which came to be dismissed.

6. The Tribunal, however, resolving the controversy between the original Respondents 1 & 3, came to the conclusion, relying upon the decision of the Supreme Court in the case of K.L. Johar and Co. Vs. The Deputy Commercial Tax Officer, Coimbatore III, and the decision of this Court in the case of Ariyamma v. Narasimhiah and Ors. 1972 A.C.J. 22, that the hirer had not fulfilled all the conditions in the agreement (Exhibit P-17) and, as such, the ownership under the general law vested in the financier viz. Messrs Sundaram Finance Limited (original Respondent-3.). In that view, the Tribunal found that it was the owner of the vehicle (viz. Messrs Sundaram Finance Limited (original Respondent-3) and the insurer that were liable to pay the compensation and, thus, exonerated Respondent- (the hirer) from paying any compensation. Aggrieved by the said judgment and awards, Messrs Sundaram Finance Limited (original Respondent-3) has instituted Miscellaneous First Appeal Nos. 672 to 679 of 1977 and the insurer (original Respondent-2) has instituted Miscellaneous First Appeal Nos. 944 to 951 of 1978 in addition to Writ Petition Nos. 994 to 995 of 1978.

7. Shri Mohandas N. Hegde, the learned Counsel appearing for Messrs Sundaram

Finance Limited (the Appellant in Miscellaneous First Appeal Nos. 672 to 679 of 1977), argued that while awarding compensation for injuries suffered and for death, the cardinal principles of law that govern the cases were the Law of Torts and the Fatal Accidents Act and that the doctrine of vicarious liability was governed not by the concept of ownership under general law but by the concept of relationship of master and servant between the driver who caused the accident and his employer. As such, he submitted that at the relevant time the driver of the bus, which was run by Messrs Nanjundeswar Motor Service (original Respondent-1), was under the control of the said Motor Service and that the owner of the bus viz. Messrs Sundaram Finance Limited (original Respondent-3) had nothing to do with the day to day management and running of the bus in question. So, he submitted that during the relevant time when the accident occurred, the master of the driver was Messrs Nanjundeswara Motor Service and not the financier. As such, according to him, the learned member of the Tribunal was not justified in filing the liability on the owner without considering as to who controlled the driver and as to who was actually plying the: bus at the relevant time.

8. As against that, Shri B. N. Jayadevappa, the learned Counsel appearing for Messrs Nanjundeshwara Bus Service, the original Respondent-1, argued that though the custody of the bus was with the hirer, viz. Messrs Nanjundeshwara Motor Service the original Respondent-1, it could not be said that the driver was employed by Messrs Nanjundeshwara Motor Service. According to him, it was the financier, viz. by Messrs Sundaram Finance Limited (the original Respondent-3) that appointed the driver and as such, Messrs Sundaram Finance Limited was liable to pay the compensation, as lightly held by the Tribunal.

9. Shri R. Narayan, the learned Counsel appearing for the Appellant (insurance company) in Miscellaneous First Appeal Nos. 944 to 951 of 1978 and the Petitioner in Writ Petition Nos. 994 & 995 of 1978, argued that the Tribunal was not justified in saddling the liability in Miscellaneous Case (MVC) Nos. 29, 45, 32 and 33 of 1972 on the insurance company beyond the stipulated limit of Rs. 5,000/- per passenger. Therefore, he submitted that the liability of the insurance company in these cases should be limited to the upper limit of Rs. 5,000/- and that the rest should be directed to be paid by the master of the vehicle during the relevant time.

10. The learned Counsel appearing for the first Respondent, however, submitted in these cases that the maximum liability of the insurance company at Rs. 75,000/- was not subject to Rs. 5,000/- to a passenger and that the limit of Rs. 5,000/- arose only when the total liability exceeded Rs. 75,000/- and that therefore, the Tribunal was justified in awarding full compensation against the insurance company.

11. The points, therefore, that arise for our consideration in these cases are:

(1) Whether the Tribunal was justified in saddling the liability to pay the

compensation on Messrs Sundaram Finance Limited (Respondent-3) the financier ? and

(2) Whether the Tribunal was justified in awarding compensation of more than Rs. 5,000/- per passenger in Miscellaneous Case (MVC) Nos. 29, 45, 32 and 33 of 1972 against the insurance company ?

12. The Tribunal has no doubt taken pains in discussing the legal concept of the Hire Purchase Agreement and the legal status of the financier and the hirer therein at length. There cannot be any doubt that under the general law the financier continues to be the owner of the vehicle till all the conditions mentioned in the agreement are fulfilled by the hirer. But it is equally well established that in the case of a vehicle purchased and possessed under Hire Purchase Agreement, the custody of the vehicle would be with the hirer ; he would be the person who would ply the vehicle and it is for that person, perhaps, that the Legislature in its wisdom has expanded the definition of the term "Owner" u/s 2(19) of the Motor Vehicles Act, to make it include "the hirer" in the case of a vehicle possessed under Hire Purchase Agreement.

13. It is a well established proposition of law that fault is the sheet anchor of liability in the case of any tortious act like injuries or death caused in a motor accident. The common law, however, as a matter of policy, has developed the doctrine of vicarious liability bringing into the fold of liability the master for the torts committed by his servant in the course of his employment. There is no provision under Torts which makes the owner of a vehicle per se liable merely because he is the owner of a vehicle. The concept of vicarious liability is entirely based on the relationship of master and servant. It is no doubt true that in the absence of any evidence, there is a rebuttal presumption that the driver drives the vehicle for and on behalf of the owner who is the master of the vehicle. But, when there is sufficient evidence on record, the presumption plays no role. It is for the courts to appreciate the evidence placed on record to find out as to who was the master of the driver and in whose possession and control the vehicle was at the time of the accident. The Tribunal has entirely missed this aspect. It has taken pains to fix as to who the owner of the vehicle was under the general law and on that basis it has fixed the liability on the owner.

14. The learned Counsel appearing for Respondent-1 very much relied on a decision of this Court in the case of Ariyamma v. Narasimhiah and Ors. 1972 A.C.J. 22 wherein Justice D.M. Chandrasekhar, as he then was, who delivered the judgment for the Division Bench, ruled that the definition of "Owner" u/s 2(19) of the Motor Vehicles Act, was not exhaustive but was only inclusive. We are, however, not directly concerned with that concept, to decide the facts of these cases. His Lordship further pointed out that the liability of the master is based on the doctrine of vicarious liability which is a concept developed under the Law of Torts and that it was not covered under the provisions of the Motor Vehicles Act. Hence, it is pointed out in that ruling that in order to fix the liability on the master, it is necessary to find out as to who was actually in possession and

control of the vehicle and whose orders the driver was taking at the relevant time Speaking about this, in para-17 of the judgment, his lordship has observed thus 1972 A.C.J. 22 at 27:

...further question would arise as to whether Respondent-1, the driver of the vehicle, was employed by Respondent-2, Krishnappa or by the hirer, Sampathraj Bothra, and if he was employed by Respondent-2 Krishnappa, whether he was working under the control of Respondent-2 Krishnappa or under the control of the hirer, Sampathraj Bothra, when the accident took place.

15. We respectfully agree with the observations made in the aforesaid Division Bench decision of this Court. The relevant question, on the facts of these cases also would be: Under whom was the driver working at the time of the accident and under whose control was the bus at the relevant time ?

16. It is not even material as to who originally employed the driver whether it is the financier M/s. Sundaram Finance Limited or it is the Manager of M/s. Nanjundeshwara Motor Service. We are not so much concerned as to who originally employed the driver. What is relevant for the purpose of fixing the vicarious liability is: under whose control was the driver, under whose possession was the bus, whose servant was plying the bus at the relevant time and for whose benefit and business.

17. Salmond in his Law of Torts, Fifteenth Edition, has defined the term "servant" thus:

A servant may be defined as any person employed by another to do work for him on the terms that he, the servant, is to be subject to the control and directions of his employer in respect of the manner in which his work is to be done.

As Lord Justice Mac Kinnon in *Hewitt v. Bonvin* (1940) 1 K.B. 188 at 191 has observed, this definition can "hardly be bettered".

18. Therefore, it is necessary to find out as to who controlled the driver and who gave direction to the driver at the time of the accident ; for, that man becomes the employer and master and the driver becomes his servant for the purposes of vicarious liability. It may be that M/s. Sundaram Finance Limited at one stage at the commencement of hire purchase (of course, there is no evidence for this) employed the driver. But when once the bus was given to the possession of the hirer, it was the hirer who plied bus, who was in possession of the bus and who was further in control of the bus. It was the hirer who gave direction to the driver and who controlled the driver. Therefore, the vicarious liability would arise as between the hirer and the driver and not the financier and the driver.

19. The Tribunal has, after appreciating the evidence on record, in the course of its judgment, in para 4, observed thus:

...The evidence discloses that the vehicle in question MYS 6737 was in the possession and full control of the first Respondent. Though he was not the owner

of the vehicle and that it is the financier who was the owner, the bus was being driven by the driver with the permission of the first Respondent who had actual control over the vehicle....

20. Respondent-1 who is examined as R.W. 10 has also admitted that the bus was in his possession and control ever since he purchased the bus under the Hire Purchase Agreement. This is what he has stated:

Ever since I purchased the bus, it is in my custody. My Gumasta used to purchase the parts required for the said bus. H.M. Shivappa is my Manager looking after <;he said vehicle. My Manager has signed Form No. 14 for payment of quarterly taxes for the said bus. It is Ex. R7. Even the tax receipt has been collected by the Manager. Ex. R9 is the tax token for the bus involved in the accident for quarter ending 30-6-72. My name is found in that token as a person in possession and control of that vehicle...

R.W. 10 Nanjundappa has admitted that he was plying the bus in question. He was collecting the fares. He was paying the tax. He was spending for the purchase of the spare parts. He was maintaining the bus for his business. Thus, the driver was driving the bus obviously under the control and directions of R.W. 10 Nanjundappa.

21. The direct points that arise for our consideration are who controlled the driver, who gave directions to the driver and for whose benefit and business the driver was driving the bus. In view of the evidence narrated above and in view of the registration certificate of the bus also stood in the name of the hirer, there exists no doubt in our mind that it was R.W. 10 Nanjundappa, representing M/s Nanjundeshwara Motor Service, who had control over the driver and possession of the bus at the time of the accident.

22. It is not probable by any stretch of imagination to hold that the financier who was in Madras and who was only interested in getting back his money with interest was having any control over the day to day affairs in the plying of the bus and that the financier gave directions and held the driver under his control, as has been thought by the Tribunal, merely because the financier is the owner of the bus under terms of the Hire Purchase Agreement till the terms of the agreement are fully satisfied by the hirer.

23. It may also be noted that it is the registered owner of the bus, viz., M/s. Nanjundeshwara Motor Service that insured the vehicle with the insurance company. It is no doubt true that there is an endorsement in the policy (Exhibit R-18) at Exhibit R. 18 (d) that if there is any damage to the bus, the compensation so recovered should go to the financier; that is for obvious reasons ; because the financier has stake in the bus. The financier has advanced Rs. 57 000/- for the purchase of the bus. The bus is a solid security for the financier. That being so, it is manifest that there should be a clause in the policy that in case of any damage to the bus, the compensation, on account of such damage to the bus which forms the security for the loan, should go to the

financier. That does not mean that the financier is liable to pay any compensation in case of accident committed by the driver causing injuries to passengers or their death, as is supposed by the Tribunal. That part of the policy regarding liability directly relates to the registered owner who is in possession and custody of the bus viz., M/s. Nanjundeshwara Motor Service. There are also other terms in the policy. The policy is not in the name of the financier. It is in the name of the registered owner M/s. Nanjundeshwara Motor Service and the insurance company is bound to indemnify the registered owner in case of any compensation that he is legally liable to pay, to the extent stipulated in the policy.

24. In the circumstances, therefore, we have no hesitation to hold that the liability arising out of the doctrine of vicarious liability has to be saddled on the registered owner viz., M/s. Nanjundheswara Motor Service and not on the financier who is no doubt the owner of the vehicle at the time of the accident under the terms of the Hire Purchase Agreement.

25. As discussed above during the relevant time, the financier and the driver had no relationship of master and servant. It is the registered owner and the driver who had the relationship of master and servant. It is for that reason that we hold that it is M/s. Nanjundeshwara Motor Service, the registered owner of the bus who was in possession and control over the bus and who was giving directions to the driver, that is liable to make good the compensation under the doctrine of vicarious liability.

26. Adverting now to the next point, the learned Counsel for the Appellant argued that the policy being comprehensive, the insurance company is bound to indemnify the owner with regard to all the compensation which he is legally bound to pay and that there cannot be any limit to the amounts to be paid by the insurance company.

27. The learned Counsel for the insurance company, however, invited our attention to the terms and conditions in the policy exhibited at R-18.

28. It is no doubt true that Section II of the policy speaks of liability to third party. It reads:

1. Subject to the limits of liability the company will indemnify the insured against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of

(i) death of or bodily injury to any person caused by or arising out of the use (including the loading and/ or unloading) of the motor vehicle ;

(ii) damage to the property caused by the use (including the loading and/ or unloading) of the motor vehicle.

29. Thus, u/s II(1) apparently there are no restrictions except to the extent of maximum liability. But the terms would not end there. There is a special tariff endorsement No. 13 attached to and forming part of the policy. That speaks of

liability to passengers. It states:

...In consideration of an additional premium of Rs. 270.00 and notwithstanding anything to the contrary contained in Section II(c) but subject otherwise to the terms, exceptions, conditions and limitations of this policy, the company will indemnify the insured against liability at Law for compensation (including Law Costs of any claimant) for death of or bodily injury to any person other than a person excluded u/s II(b) being carried in or upon entering or mounting or alighting from the motor vehicle described in the Schedule hereto but such indemnity is limited to the sum of Rs. 5,000/- in respect of any one person and subject to the aforesaid limit in respect of any one person to Rs. 75,000/- in respect of any number of claims in connection with the motor vehicle arising out of one cause.

Thus, the total liability is stipulated to Rs. 75,000/- in all, the liability of each passenger not exceeding Rs. 5,000/-.

30. The learned Counsel for Respondent 1, however, contended that this clause is not in consonance with Section 95(2) of the Motor Vehicles Act, 1939, under Chapter VIII, which speaks of insurance of motor vehicles against third party risks. Section 95(2) of the said Act reads:

Subject to the proviso to Sub-section (1) a policy of insurance shall cover any liability incurred in respect of any one accident up to the following limits, namely:

(a) xx xx xx xx

(b) xx xx xx xx

(i) xx xx xx

(ii) in respect of passengers,?

(1) a limit of fifty thousand in all where the vehicle is registered to carry not more than thirty passengers ;

(2) a limit of seventy-five thousand rupees in all where the vehicle is registered to carry more than thirty but not more than sixty passengers ;

(3) xx xx xx xx

(4) Subject to the limits aforesaid, ten thousand rupees for each individual passenger where the vehicle is a motor cab, and five thousand rupees for each individual passenger in any other case;

(c) xx xx xx xx

(d) xx xx xx xx.

31. The learned Counsel for Respondent I wanted us to interpret Clauses (2) and (4) of Section 95(2)(b)(ii) of the Motor Vehicles Act, 1939. He submitted that the limitation of Rs 5,000/- would arise only if the total amount exceeds Rs.

75,000/-; but if it does not exceed Rs. 75,000/- then the limit should not be considered as limited to Rs. 5,000/- per passenger.

32. Giving anxious consideration for the submission made, we are unable to bring ourselves to agree with the submissions so made. The wordings are clear and the sentence is simple. Giving a grammatical construction which we are bound to give in cases like these where there is no ambiguity whatsoever, we are constrained to hold that the section postulates giving compensation of Rs. 5,000/- to each passenger injured or dead and further stipulates that the total compensation should not exceed Rs. 75,000/-. Obviously, if the total compensation on the basis of Rs. 5,000/- per passenger exceeds Rs. 75,000/- then the compensation to each passenger has to be reduced pro rata. That is all that the section means and we fail to appreciate that there is any inconsistency with the provision made in Section 95(2) of the said Act and the tariff endorsement No. 13 made in the policy.

33. It may be mentioned in this context that earlier the maximum limit u/s 95(2) of the said Act was on Rs. 50,000/- when the policy was brought into existence. The company, in the present cases, obviously, agreed to raise it to Rs. 75,000/- in consideration of the extra premium of Rs. 270/- paid by the proposer/policy holder. It may be stated in this context that the policy itself mentioned the maximum limit of Rs. 50,000/- which was raised to Rs. 75,000/- under Endorsement No. 13, referred to above.

34. Thus, we are satisfied that the maximum limit of liability of the company is Rs. 75,000/- and that the liability to which the company is subject under the policy with regard to each passenger is Rs. 5,000/-.

35. In the present cases, the Tribunal has awarded Rs. 12,200/- in Miscellaneous Case (MVC) No. 29 of 1972 ; Rs. 15,000/- in Miscellaneous Case (MVC) No. 45 of 1972 ; Rs. 5,750/- in Miscellaneous Case (MVC) No. 41 of 1972; Rs. 12,000/- in Miscellaneous Case (MVC) No. 32 of 1972 and Rs. 10,000/- in Miscellaneous Case (MVC) No. 33 of 1972. All these awards are made against original Respondent-3 and the insurance company, which are not legally justifiable. As discussed above, the liability of the insurance company for each passenger is only Rs. 5,000/-. That being so, we are constrained to hold that the awards in these cases should be modified by fixing the liability of the insurance company in each of these cases to Rs. 5,000/- as also the costs before the Tribunal and interest. The rest of the compensations awarded have to be paid in each case by M/s. Nanjundeshwara Motor Service (Respondent-1) for reasons discussed above and not by M/s. Sundaram Finance Limited, (original Respondent-3), the financier.

36. The compensation awarded in the rest of the cases are below Rs. 5,000/- and, obviously, u/s 110B of the Motor Vehicles Act, 1939, the insurance company has to be directed to pay the same in each case.

37. In the result, therefore, Miscellaneous First Appeals Nos. 672 to 679 of 1977 are allowed and that part of the award of the Tribunal fixing the liability of M/s.

Sundaram Finance Limited (the Appellant) in all these appeals is set aside. The compensation that exceeds Rs. 5,000/- in any of these cases shall be paid by M/s. Nanjundeshwara Motor Service (respondent-1). Accordingly, Miscellaneous First Appeals Nos. 944, 945, 948, 949 and 950 of 1978 are partly allowed. Writ Petitions Nos. 994 and 995 of 1978 and Miscellaneous First Appeals Nos. 946, 947 and 951 of 1978 are dismissed.

38. Cross objections have been filed by the claimants in Miscellaneous First Appeals Nos. 674, 675 and 678 of 1977. It was submitted by the learned Counsel for M/s. Sundaram Finance Limited (the Appellant) that these cross-objections were not tenable because the Appellant contended that he was not liable to pay any compensation. That may be so. But the fact remains that the Tribunal has awarded compensation against him. That being so, prima facie, the claimants were entitled to file cross-objections asking for more compensation.

39. As a general rule, the right of a Respondent to urge cross-objections should be limited to his urging them against the Appellant and it is only by way of exception to this general rule that one Respondent may urge cross-objections as against the other Respondents, the exception holding good, among other cases, in those in which the appeal by some of the parties opens out questions which cannot be disposed of completely without matters being allowed to be opened up as between co-respondents. (Vide: Pannalal Vs. State Bombay and Others, ; Sri Chandre Prabhuji Jain Temple and Others Vs. Harikrishna and Another, In the instant cases, as pointed out above, the Tribunal awarded compensation against the present M/s. Sundaram Finance Limited (the Appellant). Hence, cross-objections for enhancing the compensation are prima facie tenable, as discussed above. Even otherwise, since the entire matter has to be opened in the present appeal, that is why also the cross-objections are maintainable. Hence, we would proceed to consider the cross-objections on their merits.

40. The cross-objections in Miscellaneous First Appeal No. 675 of 1977 relate to Miscellaneous Case (MVC) No. 36 of 1972. It is in evidence that the claimant sustained fracture of the clavical in addition to fracture of seventh and eighth ribs. He also suffered an injury on the parietal region. He was an in-patient in the hospital for fifteen days. Exhibit P-2(e) read with Exhibit P. 48 would make these clear. Having regard to the nature of the injuries and the suffering undergone by the claimant, Rs. 2,000/- awarded by the Tribunal as general damages are too low. We raise it to Rs 5,000/-. The special damages of Rs 250/- awarded by the Tribunal are confirmed. The claimant shall therefore get Rs. 5,250/- with interest at 6% per annum from the date of the petition till payment.

41. The cross-objections in Miscellaneous First Appeal No 678 of 1977 relate to Miscellaneous Case (MVC) No. 38 of 1972. It relates to an injured School Teacher. Exhibit P-2(c) is the Accident Register. It reveals that there was fracture of the right radius and that styloid process was present in ulna. He suffered injury on the hip. He was in the hospital for one month and seventeen days in Davangere. The Tribunal has awarded only Rs. 2,500/- as general damages and

Rs. 500/- as special damages. Therefore, having regard to the nature of the injury and the period for which he suffered, we find it just and proper to enhance the general damages to Rs. 5,000/- and the special damages to Rs. 1,000/-. In all, the claimant is entitled to Rs. 6,000/- as global compensation along with interest at 6% per annum from the date of the petition till payment.

42. The other cross-objections relate to Miscellaneous First Appeal No. 674 of 1977 arising out of Miscellaneous case (MVC) No 34 of 1972. The claimant is one Smt. Yellamma. Exhibit P-1 is the wound certificate. That shows that the injured suffered fracture of the mandible on the left side and fracture of the metacarpal bones. It does not make any mention of breaking of teeth. No disability is proved. Having regard to these injuries, we are inclined to hold that the damages awarded are quite just and proper. The cross-objections are liable to be dismissed.

43. Accordingly, the cross-objections in Miscellaneous First Appeal No. 675 of 1977 are partly allowed. The compensation in Miscellaneous Case (MVC) No. 36 of 1972 is enhanced to Rs. 5,250/- from Rs. 2,250/-. The insurance company shall pay Rs. 5,000/- along with interest on the same and costs before the Tribunal to the claimant and the rest shall be paid over by Respondent-1 to the claimant. The cross-objections in Miscellaneous First appeal No. 678 of 1977 are also allowed partly. The compensation awarded in Miscellaneous Case (MVC) No. 38 of 1972 is enhanced to Rs. 6,000/- from Rs. 3,000/- awarded by the Tribunal, Rs. 5,000/- alongwith interest on the same and the costs before the Tribunal shall be paid over by the insurance company to the claimant. The rest shall be paid over to the claimant by Respondent-1. The interest is fixed at 6% per annum from the date of the petition till payment. The cross-objections in Miscellaneous First Appeal No. 674 of 1977 against the award made in Miscellaneous Case (MVC) No. 34 of 1972 are dismissed.

No costs in the appeals.