



HC-KAR

NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

R

IN THE HIGH COURT OF KARNATAKA,
DHARWAD BENCH
DATED THIS THE 6TH DAY OF JUNE, 2025
BEFORE

THE HON'BLE MR. JUSTICE HANCHATE SANJEEVKUMAR
MISCELLANEOUS FIRST APPEAL NO. 101342 OF 2017 (MV-I)
C/W
MISCELLANEOUS FIRST APPEAL NO. 101341 OF 2017
MISCELLANEOUS FIRST APPEAL NO. 101568 OF 2017
MISCELLANEOUS FIRST APPEAL NO. 101569 OF 2017

IN MFA NO. 101342 OF 2017:

BETWEEN:

SHRI. BASAVARAJ
S/O KARABASAPPA SAJJAN SHETTAR,
AGE: 31 YEARS, OCC: AGRICULTURE/BUSINESS,
R/O: CHIKKAMSHI-HOSUR, TQ: HANGAL,
DIST: HAVERI.

... APPELLANT

(BY SRI. B.M. PATIL, ADVOCATE)

AND:

1. MR. K.M. ALTAF HUSSAIN
S/O AKMAL PASHA,
AGE: MAJOR, OCC: BUSINESS,
R/O: K.R. PURAM EXTN. SHIVAMOGGA,
DIST: SHIVAMOGGA,
(OWNER OF PRIVATE BUS
NO.KA-14/A-1313).
2. THE DIVISIONAL MANAGER,
UNITED INSURANCE CO. LTD.,
DIVISIONAL OFFICE, N.K. COMPLEX,
KESHWAPUR, HUBBALLI,
(POLICY NO.2404003112P303300260)
(VALID FROM 21/03/2013 TO 20/03/2014).

... RESPONDENTS

(BY SRI. SANJAY S. KATAGERI, ADVOCATE FOR R1;
SRI. S.S. KOLIWAD, ADVOCATE FOR R2)





NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

THIS MISCELLANEOUS FIRST APPEAL IS FILED UNDER SECTION 173(1) OF MOTOR VEHICLES ACT, PRAYING TO ENHANCE THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD DATED 24.01.2017 PASSED IN M.V.C. NO.173/2014 ON THE FILE OF THE PRINCIPAL SENIOR CIVIL JUDGE AND MEMBER ADDITIONAL MOTOR ACCIDENT CLAIMS TIRBUNAL, HAVERI.

IN MFA NO. 101341 OF 2017:

BETWEEN:

SHRI. GANESH S/O SHANKRAPPA KUMACHAGI,
AGE: 35 YEARS, OCC: AGRICULTURE/BUSINESS,
R/O: MUDUR, TQ: HANGAL, DIST: HAVERI.

... APPELLANT

(BY SRI. B.M. PATIL, ADVOCATE)

AND:

1. MR. K.M. ALTAF HUSSAIN
S/O AKMAL PASHA,
AGE: MAJOR, OCC: BUSINESS,
R/O: K.R. PURAM EXTN. SHIVAMOGGA,
DIST: SHIVAMOGGA,
(OWNER OF PRIVATE BUS
NO.KA-14/A-1313).
2. THE DIVISIONAL MANAGER,
UNITED INSURANCE CO. LTD.,
DIVISIONAL OFFICE, N.K. COMPLEX,
KESHWAPUR, HUBBALLI,
(POLICY NO.2404003112P303300260)
(VALID FROM 21/03/2013 TO 20/03/2014).

...RESPONDENTS

(BY SRI. SANJAY S. KATAGERI, ADVOCATE FOR R1;
SRI. S.S. KOLIWAD, ADVOCATE FOR R2)

THIS MISCELLANEOUS FIRST APPEAL IS FILED UNDER SECTION 173(1) OF MOTOR VEHICLES ACT, PRAYING TO ENHANCE THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD DATED 24.01.2017 PASSED IN M.V.C. NO.172/2014 ON THE FILE OF THE PRINCIPAL SENIOR CIVIL JUDGE AND MEMBER ADDITIONAL MOTOR ACCIDENT CLAIMS TIRBUNAL, HAVERI.



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

IN MFA NO. 101568 OF 2017:
BETWEEN:

MR. K.M. ALTAF HUSSAIN
S/O AKMAL PASHA,
AGE: 59 YEARS, OCC: BUSINESS-OWNER
OF THE VEHICLE
R/O: H.NO.51, K.R. PURAM EXTENSION,
SHIMOGA (SHIVAMOGGA),
DIST: SHIVAMOGGA,
PIN CODE-577 201.

(OWNER OF THE VEHICLE BEARING
BUS NO.KA-14/A-1313)

... APPELLANT

(BY SRI. SANJAY S. KATAGERI, ADVOCATE)

AND:

1. SHRI. GANESH
S/O SHANKRAPPA KUMACHAGI,
AGE: 35 YEARS,
OCC: AGRICULTURE/BUSINESS,
R/O: MUDUR, TQ: HANGAL,
DIST: HAVERI,
PIN CODE-581 104.
2. THE DIVISIONAL MANAGER,
UNITED INSURANCE COMPANY LTD.
(UNITED INDIA INSURANCE COMPANY LTD.),
THROUGH DIVISIONAL OFFICE, N.K. COMPLEX,
KESHWAPUR, HUBBALLI,
PIN CODE-580 023.

... RESPONDENTS

(BY SRI. B.M. PATIL, ADVOCATE FOR R1;
SRI. S.S. KOLIWAD, ADVOCATE FOR R2)

THIS MISCELLANEOUS FIRST APPEAL IS FILED UNDER
SECTION 173(1) OF MOTOR VEHICLES ACT, PRAYING TO ENHANCE
THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD
DATED 24.01.2017 PASSED IN M.V.C. NO.172/2014 ON THE FILE OF
THE PRINCIPAL SENIOR CIVIL JUDGE AND MEMBER ADDITIONAL
MOTOR ACCIDENT CLAIMS TIRBUNAL, HAVERI.



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

IN MFA NO. 101569 OF 2017:

BETWEEN:

MR. K.M. ALTAF HUSSAIN
S/O AKMAL PASHA,
AGE: 59 YEARS, OCC: BUSINESS-OWNER
OF THE VEHICLE
R/O: H.NO.51, K.R. PURAM EXTENSION,
SHIMOGA (SHIVAMOGGA),
DIST: SHIVAMOGGA,
PIN CODE-577 201.

(OWNER OF THE VEHICLE BEARING
BUS NO.KA-14/A-1313)

... APPELLANT

(BY SRI. SANJAY S. KATAGERI, ADVOCATE)

AND:

1. SHRI. BASAVARAJ
S/O KARABASAPPA SAJJAN SHETTAR,
AGE: 31 YEARS, OCC: AGRICULTURE/BUSINESS,
R/O: CHIKKAMSHI-HOSUR, TQ: HANGAL,
DIST: HAVERI, PIN CODE-581 104.
2. THE DIVISIONAL MANAGER,
UNITED INSURANCE COMPANY LTD.
(UNITED INDIA INSURANCE COMPANY LTD.),
THROUGH DIVISIONAL OFFICE, N.K. COMPLEX,
KESHWAPUR, HUBBALLI, PIN CODE-580 023.

... RESPONDENTS

(BY SRI. B.M. PATIL, ADVOCATE FOR R1;
SRI. S.S. KOLIWAD, ADVOCATE FOR R2)

THIS MISCELLANEOUS FIRST APPEAL IS FILED UNDER SECTION 173(1) OF MOTOR VEHICLES ACT, PRAYING TO ENHANCE THE COMPENSATION BY MODIFYING THE JUDGMENT AND AWARD DATED 24.01.2017 PASSED IN M.V.C. NO.173/2014 ON THE FILE OF THE PRINCIPAL SENIOR CIVIL JUDGE AND MEMBER ADDITIONAL MOTOR ACCIDENT CLAIMS TIRBUNAL, HAVERI.

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



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

ORAL JUDGMENT

(PER: THE HON'BLE MR. JUSTICE HANCHATE SANJEEVKUMAR)

Though these appeals are listed for admission, with the consent of learned counsel for the parties, they are taken up together for final disposal.

2. MFA Nos.101342/2017 (MVC No.173/2014) and 101341/2017 (MVC No.172/2014) are filed by the claimants/injured seeking enhancement of compensation. Whereas MFA Nos.101568/2017 (MVC No.172/2014) and 101569/2017 (MVC No.173/2014) are filed by the owner of bus, questioning the liability fastened on it.

3. These appeals are directed against the common judgment and award dated 24.01.2017 passed in MVC Nos.173/2014 and 172/2014 on the file of Principal Senior Civil Judge and MACT, Haveri (for short, 'Tribunal').

4. Brief facts leading to filing of these appeals are that on 21.01.2014 around 11.45 a.m., the claimant-Ganesh S/o Shankrappa Kumachagi (MVC No.172/2014)



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

was riding motorcycle bearing registration No.KA-27/Q-9748 along with another claimant-Basavaraj S/o Karabasappa Sajjan (MVC No.173/2014) as a pillion rider from Mudur to Haveri. When they came near sugar factory of Sangur village, at that time, a private bus bearing registration No.KA-14/A-1313, being driven by its driver, came with high speed and in a rash and negligent manner and dashed to the aforesaid motorcycle. Due to the which, both the claimants, who were rider and pillion rider, fell down and sustained grievous injuries. Hence, they filed aforesaid claim petitions seeking compensation.

5. Upon the claim petitions filed by the claimants, the Tribunal has awarded compensation, but fastened liability on the owner of bus, on the reason that, the bus has travelled on the route other than the permitted route, thereby violated permit conditions. Therefore, the Tribunal has fastened liability on the owner of bus.

6. Heard learned counsel appearing for both the parties and perused the material available on record.



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

Regarding violation of conditions of policy due to permit:

7. The appellant/owner has two buses bearing registration Nos.KA-14/A-1313 and KA-14/A-7144. Admittedly, both the buses have 'permit' to move on routes specified in the permit. The bus bearing registration No.KA-14/A-1313 was having route permit from Shivamogga to Hangal. Whereas, the bus bearing registration No.KA-14/A-7144 was having route permit from Dasanakoppa to Haveri. The owner of bus has engaged service of bus bearing registration No.KA-14/A-7144 from Dasanakoppa to Haveri, but it got repaired on enroute of the bus. Therefore, the owner has engaged another bus bearing registration No.KA-14/A-1313 as a relief vehicle from Shivamogga to Haveri. The said bus while returning from Haveri to Shivamogga, dashed the motorcycle of the claimants. Due to which, the claimants' sustained grievous injuries. Therefore, upon the claim petitions filed by the claimants, the Tribunal has awarded



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

compensation and fastened liability on the owner of bus on the reason that the owner of bus engaged another bus bearing registration No.KA-14/A-1313 as a relief vehicle, which was having permit from Shivamogga to Hangal only, but was travelled beyond the Hangal, which is not permitted as per permit. Hence, there is violation of conditions of policy as the bus plied in the route other than the permitted route. Thus, fastened liability on the owner of bus.

8. The Tribunal applying Section 66 of the Motor Vehicles Act, 1988 (for short, 'Act, 1988'), has observed that the bus did not have permit to travel up to Haveri and the bus had permit to travel from Shivamogga to Hangal only. Hence, formed opinion that there is violation of Section 66 of the Act, 1988.

9. While considering the factual scenario involved in the case, what was the compelling circumstances to use the bus bearing registration No.KA-14/A-1313, is not appreciated by the Tribunal. The said bus was used as a



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

relief vehicle, since the another bus bearing registration No.KA-14/A-7144 had got struck and repaired on enroute to Haveri, which was having permit. It is true that the relief vehicle bus bearing registration No.KA-14/A-1313, did not have permit to travel up to Haveri, but the owner has used this bus as a spare vehicle/relief vehicle for carrying passengers. This inevitable circumstance is not appreciated by the Tribunal. Admittedly, both the buses have permit conditions and enroutes are permitted.

10. It is not a case that the bus bearing registration No.KA-14/A-1313 did not have permit at all. Here, it is the only deviation of route under the compelling circumstances and the bus bearing registration No.KA-14/A-1313 was used as a relief vehicle. Therefore, as per Rule 57 of the Karnataka Motor Vehicles Rules, 1989 (for short, 'KMVR, 1989'), the Section 66 of the Act, 1988, is exempted. Section 66 of the Act, 1988, stipulates regarding 'necessity for permits'. As per Section 66(1) of the Act, 1988, no owner of a motor vehicle shall use the vehicle or permit



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

the use of the vehicle as a transport vehicle in any public place whether or not such vehicle is actually carrying any passengers or goods save in accordance with the conditions of a permit granted or counter-signed by a Regional or State Transport Authority or any prescribed authority authorizing him the use of the vehicle in that place in the manner in which the vehicle is being used.

11. Rule 57 of the KMVR, 1989, stipulates as follows:

"Exemption from Section 66.—The provisions of sub-section (1) of Section 66, shall not apply to any transport vehicle used as a relief vehicle for carrying passengers and their luggage from a disabled stage carriage to the place of destination."

12. Therefore, when the facts and circumstances are considered in this case, the offending vehicle in this case bearing registration No.KA-14/A-1313, though having permit only from Shivamogga to Hangal, but has travelled beyond Hangal up to Haveri and while returning from Haveri, the accident was taken place. But this vehicle was



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

used as a relief vehicle, since another bus bearing registration No.KA-14/A-7144 was breakdown, when it was moving on its permit enroutes. Therefore, the offending vehicle bearing registration No.KA-14/A-1313 was used as a relief vehicle for the circumstances above discussed. Therefore, there is no fundamental breach proved so as to exonerate the Insurance Company. The Tribunal, in this regard, has committed error.

13. Further, the issue involved in the present case is purely covered by the judgment of this Court in MFA No.2526/2018 C/w MFA No.5720/2018, dated 22.07.2022, between **THE MANAGER OF ORIENTAL INSURANCE COMPANY LTD., AND OTHERS Vs. MELAPPA AND ANOTHER** and the judgment of this Court in MFA No.102693/2022, dated 21.02.2025, between **THE DIVISIONAL MANAGER, THE NEW INDIA ASSURANCE COMPANY LTD., And Others Vs. SMT. CHAYA SHIVAJI GHODAKE AND ANOTHER**. This Court



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

in **MELAPPA'S** case (supra) has observed at paragraph No.14 as follows:

"14. Therefore, it is now well settled that, if there are two conflicting judgments of the High Court having equal strength, then later judgment shall prevail over the earlier. Therefore, according to this principle, the judgment rendered in MFA No.5960/2015 C/w MFA No.706/2013, dated 27.07.2021, between **SMT.REHANNA BEGUM VS. THE BRANCH MANAGER, NEW INDIA ASSURANCE CO., LTD.,** is latest one compared to the case of **DILIP Vs. NITIN JAIN AND OTHERS** reported in 2021 (4) KCCR 3524 (DB). Therefore, this Court has followed the principle laid down in **SMT.REHANNA BEGUM'S** case (stated supra). In the said case, it was held that mere deviation of route does not mean to fundamental infraction so as to absolve the Insurance Company from the responsibility of paying the compensation and the same is followed in the present case also for the reasons discussed above. Therefore, in the case on hand, it is proved that the bus bearing No.KA-18-8172 having valid permits, but accident has occurred other than the permitted route. The permit route is between Hosadurga to Holalkere, but the bus was plied from Hosadurga to Hiriyuru and met with an accident 4 kms away from Hosadurga. Therefore, the place of accident is other than the permitted route. It is only the deviation of route and this deviation cannot be construed as fundamental infraction so as to avoid liability of the Insurance Company from paying the compensation. Therefore, the Insurance Company is responsible to satisfy the claim of the claimants as there was valid insurance policy between the Insurance Company and the owner of the bus as it is not disputed."



HC-KAR

NC: 2025:KHC-D:7397
 MFA No. 101342 of 2017
 C/W MFA No. 101341 of 2017
 MFA No. 101568 of 2017
 MFA No. 101569 of 2017

14. Therefore, mere deviation of rules in the circumstances as above discussed is not amounting to fundamental breach so as to exonerate the Insurance Company to pay compensation to the owner. Hence, the judgment and award insofar as fastening liability on the owner of bus is liable to be set aside and it is set-aside holding that the insurance company shall indemnify the owner of the bus by paying compensation to the claimants.

In MFA No.101342/2017 (MVC No.173/2014) -

Regarding Quantum of Compensation:

15. In the present case, the claimant-Basavaraj S/o Karabasappa Sajjan has suffered the following injury:

*"Fracture of type IV medial condyle of left tibia
 close reduction with screws fixation."*

16. The Tribunal has awarded compensation under various heads as under:

Sl. No.	Heads.	Amount in (Rs.)
1.	Towards pain and suffering.	20,000/-
2.	Medical expenses.	3,810/-



HC-KAR

NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

3.	Food, diet, nourishment & attendant charges.	10,000/-
4.	Towards loss of income during laid-up period.	10,000/-
5.	Loss of future income on account of permanent physical disability.	73,440/-
6.	Loss of amenities and enjoyment of life.	10,000/-
	Total:	1,27,250/-

17. Hence, considering the nature of injuries sustained, compensation awarded by the Tribunal is lesser side. Therefore, the same is required to be enhanced by modifying the judgment and award.

18. The doctor has stated that the claimant had suffered 44% permanent physical disability to the whole body. Therefore, considering the evidence of the doctor, 10% of functional disability is taken into consideration as the claimant had suffered grievous injury i.e., fracture of type IV medial condyle of left tibia close reduction with screws fixation.

19. Considering the injuries sustained, a compensation of Rs.25,000/- towards pain and suffering,



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

Rs.20,000/- towards loss of amenities are awarded. The compensation awarded towards medical expenses is as per the actual bills and receipts produced. Hence, the same is kept intact. Further, the Tribunal has awarded compensation of Rs.10,000/- towards incidental expenses like food, nourishment, diet, attendant charges and conveyance charges etc., which is on higher side. Hence, the same is reduced to Rs.8,000/-. Further, a compensation of Rs.15,000/- towards loss of income during laid up period for 2 months, is awarded.

20. The accident is caused in the year 2014. Therefore, notional income of Rs.7,500/- per month is taken into consideration, which is recognized by the Karnataka State Legal Service Authority. The claimant was aged 28 years old at the time of accident and was working as agriculturist. Therefore, appropriate applicable multiplier is 17. Hence, loss of future income due to disability is hereby reassessed as Rs.1,53,000/- (Rs.7,500/- x 10% x 12 x 17).



HC-KAR

NC: 2025:KHC-D:7397
 MFA No. 101342 of 2017
 C/W MFA No. 101341 of 2017
 MFA No. 101568 of 2017
 MFA No. 101569 of 2017

21. Thus, the claimants would be entitled for compensation under various heads as under:

Sl. No.	Heads.	Amount in (Rs.)
1.	Pain and sufferings.	25,000/-
2.	Loss of amenities.	20,000/-
3.	Attendant, Diet, Nourishment charges and Conveyance etc.,	8,000/-
4.	Medical Expenses.	3,810/-
5.	Loss of income during laid up period	15,000/-
6.	Loss of future income due to disability.	1,53,000/-
	Total:	2,24,810/-

22. Therefore, the claimant is entitled for total compensation of Rs.2,24,810/- along with interest at the rate of 6% p.a., from the date of filing of the petition till realization, as against Rs.1,27,250/- awarded by the Tribunal. The Tribunal has awarded interest on the compensation at 7% per annum, which is scaled down to 6% per annum, since this Court is consistently awarding interest at the rate of 6% per annum.



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

23. The Insurance Company is directed to deposit the compensation within eight weeks from the date of receipt of a certified copy of this judgment.

In MFA No.101341/2017 (MVC No.172/2014) -

Regarding Quantum of Compensation:

24. In the present case, the claimant-Ganesh S/o Shankarappa Kumachagi has suffered the following injuries:

- i. *Fractured injuries to the right wrist*
- ii. *forearm communicated fracture distal end of both bones (ulna with radius) radius left knee joint tibia*
- iii. *communicated fracture of upper end of left tibia."*

25. The Tribunal has awarded compensation under various heads as under:

Sl. No.	Heads.	Amount in (Rs.)
1.	Towards pain and suffering.	20,000/-
2.	Towards Medical expenses.	2,17,350/-
3.	Towards food, diet, nourishment & attendant charges.	10,000/-
4.	Towards loss of income during laid-up period.	10,000/-



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

5.	Towards loss of future income on account of permanent physical disability.	1,03,680/-
6.	Towards loss of amenities and enjoyment of life.	10,000/-
	Total:	3,71,030/-

26. Considering the nature of injuries sustained, compensation awarded by Tribunal is lesser side. Therefore, the same is required to be enhanced by modifying the judgment and award.

27. The accident occurred on 21.01.2014. PW-3/Doctor has deposed that the appellant has sustained fracture right wrist forearm communicated fracture distal end of both bones (ulna with radius) left knee joint tibia communicated fracture of upper end of left tibia and he has assessed disability at 70%, but the Tribunal has committed an error in considering only 9% towards permanent physical disability, which is on lower side. Therefore, considering the evidence of the PW-3/Doctor and also Ex.P-169/disability certificate, 20% of permanent physical disability is taken into consideration.



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

28. The claimant was aged 32 years old at the time of accident. Accordingly as per the age group mentioned in ***National Insurance Company Limited vs. Pranay Sethi and others, reported in (2017) 16 Supreme Court Cases 680***, and as per the Division Bench judgment of this Court in ***New India Assurance Company Vs. Abdul S/o Mehaboob Tahasildar in MFA No.103807/2016 C/w. MFA Nos.103835/2016 & 103807/2018*** and as per the judgment of the Hon'ble Supreme Court in the case of ***Sidram vs. Divisional Manager, United India Insurance Company Limited and another reported in (2023) 3 SCC 439***, even in the case of injuries, certain income is to be added towards loss of future prospects in life.

29. The accident is caused in the year 2014. The claimant was student. The Tribunal without appreciating the evidence on record properly, has taken monthly income of the claimant at Rs.6,000/-, which is incorrect. According to the income chart prepared by the Karnataka



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

State Legal Service Authority, monthly income of the claimant is Rs.7,500/- taken into consideration. The claimant was aged 32 years old at the time of accident. Therefore, appropriate applicable multiplier is 16. In view of the decision of the Hon'ble Apex Court in case of ***Pranay Sethi (supra)***, 40% of the income is to be added towards loss of future prospects in life. Thus, the claimant is entitled to compensation under the head 'loss of future income including loss future prospects in life' as under:

$$\begin{aligned} &\text{Rs.7,500/-} + \text{Rs.3,000/-} \text{ (40\% of Rs.7,500/-)} = \text{Rs.10,500/-} \\ &\text{Rs.10,500/-} \times 20\% \times 16 \times 12 = \text{Rs.4,03,200/-} \end{aligned}$$

30. Considering the injuries sustained, a compensation of Rs.35,000/- towards pain and suffering, Rs.30,000/- towards loss of amenities are awarded. The compensation awarded towards medical expenses is as per the actual bills and receipts produced. Hence, the same is kept intact. Further, a compensation of Rs.15,000/- towards incidental expenses like food, nourishment, diet, attendant charges and conveyance charges etc., Further, a



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

compensation of Rs.15,000/- towards loss of income during laid up period for a period of 2 months, is awarded.

31. Thus, in all, the claimant is entitled for total compensation under various heads as under:

Sl. No.	Heads.	Amount
1.	Towards injuries, pain and suffering.	Rs.35,000/-
2.	Towards medical expenses.	Rs.2,17,350/-
3.	Towards loss of amenities.	Rs.30,000/-
4.	Towards loss of income during laid up period and medical treatment period.	Rs.15,000/-
5.	Towards incidental charges like attendant charges, food, nourishment, conveyance, etc.,.	Rs.15,000/-
6.	Towards loss of future earning capacity.	Rs.04,03,200/-
	Total:	Rs.7,15,550/-

32. Therefore, the claimant is entitled for total compensation of Rs.7,15,550/-, along with interest at the rate of 6% p.a. from the date of filing of the petition till realization, as against Rs.3,71,030/- awarded by the Tribunal. The Insurance Company is directed to deposit



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

the compensation within eight weeks from the date of receipt of a certified copy of this judgment.

33. In the result, I proceed to pass the following:

ORDER

- i. The appeals filed by the owner of the bus in MFA Nos.101568 and 101569 of 2017 are ***allowed***.
- ii. The appeals filed by the claimants in MFA Nos.101341 and 103142 of 2017 are ***allowed-in-part***.
- iii. The judgment and award dated 24.01.2017 passed in MVC Nos.172 and 173 of 2014 on the file of Principal Senior Civil Judge and AMACT, Haveri stand modified holding that the Insurance Company shall indemnify the owner of the bus by paying compensation to the claimants.



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

- iv. The claimant in MFA No.101341/2017 (MVC No.172/2014) is entitled for total compensation of **Rs.7,15,550/-** as against compensation of Rs.3,71,030/- awarded by the Tribunal.
- v. The claimant in MFA No.101342/2017 (MVC No.173/2014) is entitled for total compensation of **Rs.2,24,810/-** as against compensation of Rs.1,27,250/- awarded by the Tribunal.
- vi. The total compensation amount shall carry interest at the rate of 6% p.a. from the date of petition till its realization.
- vii. Insurance Company shall deposit the amount within a period of eight weeks from the date of receipt of a copy of this judgment.



NC: 2025:KHC-D:7397
MFA No. 101342 of 2017
C/W MFA No. 101341 of 2017
MFA No. 101568 of 2017
MFA No. 101569 of 2017

- viii. The amount in deposit made by the owner of the bus in MFA Nos.101568 and 101569 of 2017 shall be refunded to his bank account.
- ix. No order as to costs.
- x. Draw award accordingly.
- xi. In view of the disposal of the appeals, pending applications, if any, shall stand disposed of.

Sd/-
(HANCHATE SANJEEVKUMAR)
JUDGE

PMP para 1 to 23
SRA para 24 to end
CT:BCK
LIST NO.: 1 SL NO.: 41