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IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 6TH DAY OF NOVEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE UMESH M ADIGA

MISCELLANEOUS FIRST APPEAL NO. 2961 OF 2021 (MV-I)

C/W

MISCELLANEOUS FIRST APPEAL NO. 6286 OF 2022 (MV-I)

IN MFA No. 2961/2021

BETWEEN:

1. SMT. SHARADAMMA
W/O LATE BASAVARAJAPPA
AGED 58 YEARS, HOUSE WIFE,
R/AT TARALABALU NAGARA,
NEAR MILK DAIRY, HALKURKI
HONNAVALLI HOBLI, TIPTU TALUK
TUMAKURU DISTRICT.
2. SMT.KAVITHA
D/O LATE BASAVARAJAPPA
AGED 34 YEARS,
3. SMT. SAVITHA
D/O LATE BASAVARAJAPPA
AGED 31 YEARS,
BOTH ARE R/AT KAMASANDRA VILLAGE,
KANAKATTE HOBLI, ARASIKERE TALUK,
HASSAN DISTRICT - 573 126.

...APPELLANTS

(BY SRI. YASHWANTH C., ADVOCATE FOR
SRI. SADASHIVAIAH K.G., ADVOCATE)





AND:

1. RANJITH
S/O RAMESH, AGED 22 YEARS,
R/AT NO.176,
HALENAHALLI HOSUR VILLAGE, HOSUR POST,
HONNAVALI VILLAGE, TIPTUR TALUK,
TUMKUR DISTRICT - 573 126.

2. M/S. UNITED INDIA INSURANCE COMPANY LIMITED
REPRESENTED BY ITS MANAGER,
BRANCH OFFICE AT RAGHAVENDRA COLONY,
B.H.ROAD, TIPTUR, TUMKUR DISTRICT.

...RESPONDENTS

(BY SRI. GOPAL KRISHNA N., ADVOCATE FOR R1;
SRI. BHUVAN, ADVOCATE FOR
SRI. B.C. SEETHARAMA RAO, ADVOCATE FOR R2)

THIS MFA IS FILED U/S.173(1) OF MV ACT, AGAINST THE
JUDGMENT AND AWARD DT.23.03.2021 PASSED IN MVC
NO.1124/2018 ON THE FILE OF THE V ADDITIONAL DISTRICT
AND SESSIONS JUDGE, TIPTUR, AWARDED COMPENSATION
OF RS.6,22,295/- WITH INTEREST AT 7 PERCENT P.A. FROM
THE DATE OF PETITION TILL REALIZATION.

IN MFA NO. 6286/2022

BETWEEN:

SRI. RANJITH, S/O RAMESH
NOW AGED ABOUT 22 YEARS
RESIDING AT NO.176
HALENAHALLI HOSUR VILLAGE
HOSUR POST, HONNAVAPPI HOBLI
TIPTUR TALUK, TUMKUR DISTRICT.

...APPELLANT

(BY SRI.GOPAL KRISHNA N., ADVOCATE FOR
SMT. SUSHMITHA G., ADVOCATE)



AND:

1. SHARADAMMA
W/O LATE BASAVARAJAPPA
NOW AGED ABOUT 59 YEARS
RESIDING AT TARABALU NAGARA
NEAR MILK DAIRY, ALUKURIKE VILLAGE
HONNAVALLI HOBLI
TIPTUR TLAUK, TUMKUR DISTRICT - 572 201.
2. KAVITHA
D/O LATE BASAVARAJAPPA
MAJOR BY AGE
3. SAVITHA
D/O LATE BASAVARAJAPPA
AGED ABOUT 32 YEARS

RESPONDENTS 2 AND 3 ARE
RESIDING AT KAMASAMUDRA VILLAGE
KANAKATTE HOBLI
ARASIKERE TALUK
HASSAN DISTRICT - 573 103.
4. THE MANAGER
UNITED INDIA INSURANCE COMPANY LTD.,
BRANCH OFFICE
RAGHAVENDRA COLONY,
B.H. ROAD, TIPTUR - 572 201

...RESPONDENTS

(BY SRI. YASHWANTH C., ADVOCATE FOR
SRI. SADASHIVAIAH K.G., ADVOCATE FOR R1 TO R3;
SRI. BHUVAN, ADVOCATE FOR
SRI. B.C. SEETHARAMA RAO, ADVOCATE FOR R4)

THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST
THE JUDGMENT AND AWARD DATED 23.03.2021 PASSED
IN MVC NO.1124/2018 ON THE FILE OF THE V
ADDITIONAL DISTRICT AND SESSIONS JUDGE, TIPTUR,
PARTLY ALLOWING THE CLAIM PETITION FOR
COMPENSATION AND SEEKING ENHANCEMENT OF
COMPENSATION.



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

CORAM: HON'BLE MR. JUSTICE UMESH M ADIGA

ORAL JUDGMENT

Both these appeals arise out of the judgment and award dated 23.03.2021 passed in MVC No.1124/2018 by the V Additional District and Sessions Judge, Tiptur, (for short, 'Tribunal').

2. MFA No.2961/2021 is filed by the legal representatives of the owner of the offending vehicle and MFA No.6286/2022 is filed by the claimant seeking enhancement of compensation.

3. For the sake of convenience, the parties are referred to as per their ranking before the Tribunal.

4. The brief facts of the case of the claimant that, on 25.04.2018, at around 09.30 a.m, when the claimant was riding a motorcycle bearing Reg.No.KA-13-EM-0636 on Tiptur - Huliur road, he met with an accident at Halenahalli, due to rash and negligent driving of Hero Honda Splendor motorbike



bearing Reg.No.KA-06-R-3394 (offending vehicle). As a result, claimant sustained fractured injuries and other injuries. He has taken treatment by spending substantial amount and has suffered permanent disability. With these reasons, claimant prayed to award compensation of Rs.15,00,000/-.

5. Respondent No.1 (A to C) are the legal representatives of owner of the offending vehicle i.e., original Respondent No.1. Respondent No.2 was the insurer of the offending vehicle.

6. Before the Tribunal, both the respondents have filed their respective written statements denying the petition averments and Respondent No.2-insurer denied its liability to pay the compensation, and prayed to dismiss the claim petition.

7. From the rival contentions of the parties, the Tribunal framed necessary issues.

8. It recorded the evidence of claimant, as well as respondents. Claimant to prove his case examined two witnesses PW1 and CW1 and marked 89 documents as per



Exs.P1 to P89. Respondent examined one witness-RW1 and marked Exs.R1 to R5.

9. After hearing both the parties and appreciating the materials on records, Tribunal held that accident occurred due to negligence of rider of the offending vehicle. Tribunal assessed the age of the claimant as 18 years, earning as Rs.7,000/- p.m., the disability at 15%, applied the multiplier '18' and awarded the following amount of compensation:-

Particulars	Amount in Rs.
Loss of future earning capacity due to permanent disability	2,26,800/-
Pain and sufferings	1,25,000/-
Loss of amenities	75,000/-
Medical expenses, food and nourishment, attendant and other incidental charges	1,70,495/-
Future medical expenses	25,000/-
Total	6,22,295/-

10. Heard the arguments of learned counsel for both the parties.

11. Learned counsel for the claimant contended that, the Tribunal has awarded a meagre amount of compensation on all the heads. The Tribunal has not assessed the income and disability of the claimant properly. The Tribunal directed the



owner of the vehicle to pay the compensation on the ground that, driver of the offending vehicle had no valid and effective driving license to drive the said class of vehicle. The Tribunal observed that the period of driving licence was from 17.04.2013 to 16.04.2018, accident occurred on 25.04.2018 i.e., within a period of 8 days from the date of expiry of licence. As per the proviso to the unamended Section 14 of the Motor Vehicles Act, 1988, the date of expiry of a driving licence shall be deemed to be extended by 30 days from the date of its expiry, and renewal may be made within that period. Section 14 of the Act, reads as under:

"14. Currency of licences to drive motor vehicles.— (1) A learner's licence issued under this Act shall, subject to the other provisions of this Act, be effective for a period of six months from the date of issue of the licence.

(2) A driving licence issued or renewed under this Act shall,—

(a) in the case of a licence to drive a transport vehicle, be effective for a period of three years:

[Provided that in the case of licence to drive a transport vehicle carrying goods of dangerous or hazardous nature be effective for a period of one year and renewal thereof shall be subject to the condition that the driver undergoes one day refresher course of the prescribed syllabus; and]



(b) in the case of any other licence,—

(i) if the person obtaining the licence, either originally or on renewal thereof, has not attained the age of [fifty years] on the date of issue or, as the case may be, renewal thereof,—

(A) be effective for a period of twenty years from the date of such issue or renewal; or

(B) until the date on which such person attains the age of [fifty years],

whichever is earlier;

[(ii) if the person referred to in sub-clause (i), has attained the age of fifty years on the date of issue or as the case may be, renewal thereof, be effective, on payment of such fee as may be prescribed, for a period of five years from the date of such issue or renewal:]

Provided that every driving licence shall, notwithstanding its expiry under this sub-section continue to be effective for a period of thirty days from such expiry".

(emphasis supplied)

12. In view of the said proviso, the period of driving licence extended upto 16.05.2018 and before that period, the incident occurred, therefore, driver of the offending vehicle had valid licence to drive the said class of vehicle. Only on that ground, liability of the insurer was exonerated and the said finding is erroneous and prays to direct the insurer to pay the compensation.



13. Respondent No.1-legal representative of the owner of the offending vehicle argued on line with the submission of learned counsel for the claimant and contended that, the driver of the said vehicle had license to drive the said class of vehicle. Hence, there is no violation of the terms and conditions of policy of insurance. Therefore, insurer be directed to pay the compensation.

14. Learned counsel for the insurer submits that admittedly, the period of driving licence was expired on 16.04.2018 and accident occurred on 25.04.2018. Therefore, he had no licence to drive the said class of vehicle. The said fact was considered by the Tribunal and rightly directed the owner of the vehicle to pay the compensation. He further stated that, claimant who was the rider of motorcycle did not possess valid driving licence and therefore, he had contributed to the accident in question. The Tribunal in the impugned judgment at paragraphs Nos.28 and 29 considered the said fact. However, the Tribunal has not determined the exact percentage of negligence attributable to the rider of the motorcycle. This Court can decide this issue and apportion the



liability between the owner and the insurer of the other vehicle involved in the accident. He further contended that the amount of compensation awarded by the Tribunal is just and proper and does not call for any interference by this Court.

15. The fact of the accident and the injuries sustained in the said accident are not in dispute. The Tribunal in the impugned judgment discussed in detail about these facts and held that accident occurred due to negligence of rider of the offending vehicle and claimant sustained injuries in the said accident. In the impugned judgment at paragraph Nos.17 and 18 the Tribunal mentioned the injuries sustained by the claimant. Hence, there is no need to reiterate the same in the present judgment.

16. The claimant had taken treatment and undergone surgery in a multi-specialty hospital. As per the evidence of CW1-Doctor, claimant has suffered permanent disability of 15% to the whole body and same is taken by the Tribunal while calculating the compensation.



17. Though the claimant has contended that he was earning Rs.15,000/- per month by doing agricultural work, but he has not substantiated the same by producing the relevant documents. Therefore, Tribunal has taken income as Rs.7,000/- per month. Comparing to notional income chart prepared by the KSLSA, it is on the lower side. Following the chart, income is taken as Rs.12,500/- p.m. Undisputedly, age of the claimant was 19 years, therefore, multiplier applicable to the case in hand is '18'.

18. Considering the said facts and re-appreciating the materials available on record, claimant is entitled to the following amount of compensation:-

Particulars	Amount in Rs.
Pain and sufferings	1,50,000/-
Medical expenses, food and nourishment, attendant and other incidental charges	1,70,495/-
Loss income during laid-up period (Rs.12,500 X 6)	75,000/-
Loss of future earning capacity due to permanent disability (Rs.12,500/- X 12 X 18 X 15%)	4,05,000/-.
Loss of amenities	75,000/-
Future medical expenses	25,000/-
<i>Total</i>	<i>9,00,495/-</i>
<i>Compensation awarded by the tribunal</i>	<i>(-)6,22,295/-</i>
Enhancement	2,78,200/-
Enhanced amount Rounded off to	2,79,000/-



19. The Tribunal exonerated liability of Respondent No.2-insurer on the ground that, driver of the offending vehicle had no valid and effective driving licence and his licence was expired on 16.04.2018. License of the rider of the offending vehicle was placed on record at Ex.R4. It reveals that, it was valid from 17.04.2013 to 16.04.2018. The accident occurred in the year 2018, prior to amendment to the Motor Vehicles Act. Therefore, the Motor Vehicles Act prevailing as on the date of accident is applicable to the facts of the case. Section 14 of the Motor Vehicles Act, 1988 is quoted in the above paras. According to the proviso to Section 14, one month grace period was given after expiry of the license period. In view of the said proviso, the date of expiry of the driving license is deemed to be extended by 30 days from the date of its expiry and within that period, the said accident occurred. Under these circumstances, the finding of the Tribunal that at the time of incident, rider of the said vehicle had no driving licence is not tenable, which requires to be set aside.



20. The learned counsel for respondent No.2, i.e., the insurer, contends that the rider of the vehicle, who was riding on a public road without holding a valid driving licence, certainly contributed to the occurrence of the incident through his negligence. Though the Tribunal has considered the said fact, it did not determine the negligence of the rider of the offending vehicle. The said contention is not acceptable on two grounds: firstly, during the cross-examination of PW1, it was not established that the accident occurred due to the negligence of the rider of the motorcycle, i.e., the claimant. Secondly, merely not holding a driving licence cannot be a ground to presume that the accident occurred due to the negligence of the rider of the motorcycle. The said proposition of law has been laid down by Hon'ble Apex Court in the case of **"Sudhir Kumar Rana v. Surinder Singh and Ors"** reported in **AIR 2008 SC 2405**. Paragraph number 8 reads as under:-

"8. If a person drives a vehicle without a licence, he commits an offence. The same, by itself, in our opinion, may not lead to a finding of negligence as regards the accident. It has been held by the courts below that it was the driver of the mini-truck which was being driven rashly and negligently. It is one thing to say that the appellant was not possessing any licence but no finding of fact



has been arrived at that he was driving the two-wheeler rashly and negligently. If he was not driving rashly and negligently which contributed to the accident, we fail to see as to how, only because he was not having a licence, he would be held to be guilty of contributory negligence".

21. Moreover, it is undisputed that the owner and insurer of the motorcycle involved in the accident are not parties to the proceedings. In the absence of these responsible persons, it would not be proper to hold that the rider of the said vehicle was negligent in riding that class of vehicle. Furthermore, no such issue was framed by the Tribunal.

22. In the case of ***Khenyei vs. New India Assurance Company Limited and Others*** reported in ***(2015) 9 SCC 273***. It is held by the Hon'ble Apex Court that in the absence of other tort-feasor, determining the contributory negligence of its driver is not proper. In view of the said reasons, the contention of the insurer is not tenable.

23. For the aforesaid reasons, the claimant is entitled to enhancement of Rs.2,79,000/- with interest at the rate of 6% per annum from the date of petition till its realization.



24. Respondent Nos.1 and 2 are jointly and severally liable to pay the compensation.

25. The appellant in MFA No.2961/2021 has filed the application in I.A.No.1/2024 seeking permission for production of additional documents i.e., driving licence obtained from the concerned RTO Office, since the driving licence obtained was already on record before the Tribunal, which is marked as Ex.R4, there is no need to consider the I.A.No.1/2024. Accordingly, I.A.No.1/2024 is rejected.

26. For the aforesaid discussions, this Court proceeded to pass following:-

ORDER

- i. MFA No.2961/2021 is **allowed**.
- ii. MFA No.6286/2022 is **partly allowed**.
- iii. The Impugned judgment and award dated 23.03.2021 passed by the V Additional District Judge and M.A.C.T. Tiptur, in MVC 1124/2018, is modified to the extent that the claimant is entitled to enhanced compensation of *Rs.2,79,000/-* along with interest at the rate of 6% per annum from the date of claim petition



till the date of realisation, excluding the amount awarded towards future medical expenses.

- iv. Respondent No.2 shall deposit the amount awarded by the Tribunal as well as enhanced by this Court together with interest. The enhanced amount shall carry interest at the rate of 6% p.a. Entire amount shall be deposited within six weeks from the date of award;
- v. Deposit and release of the amount are as ordered by the Tribunal.
- vi. Since the insurer is liable indemnify the owner, whatever amount deposited by the legal representatives of Respondent No.1 before this Court shall be refunded to them on due acknowledgment.
- vii. Registry is directed to transmit the TCR along with copy of this judgment to the Tribunal forthwith.



NC: 2025:KHC:45069
MFA No. 2961 of 2021
C/W MFA No. 6286 of 2022

I.A.No.1/2024 filed by the appellant in MFA
No.2961/2021 under Order XLI Rule 27 of CPC is rejected.

Sd/-
(UMESH M ADIGA)
JUDGE

GPG
List No.: 1 Sl No.: 28