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APHC010617252015

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI **[3520]**
(Special Original Jurisdiction)

THURSDAY, THE 15th DAY OF JULY 2026

PRESENT

THE HONOURABLE SRI JUSTICE A. HARI HARANADHA SARMA

MOTOR ACCIDENT CIVIL MISCELLANEOUS APPEAL NO: 1/2015

Between:

1. SIRIGIDI NANAJI, VISAKHAPATNAM DIST, S/O SRINIVASA RAO, AGED ABOUT 46 YEARS, R/O REVIDI VILLAGE, PADMANABHAM MANDAL, VISHAKAPATNAM DISTRICT.

...APPELLANT

AND

1. VUTA SHIVA VISAKHAPATNAM DIST 2 OTHERS, S/O KOTESWARA RAO, DRIVER OF MOTORCYCLE BEARING NO. AP09 AS 9886, R/O MAKKAVARAM VILLAGE, ANAKAPALLI MANDAL, VISHAKAPATNAM DISTRICT.

2. L PARDHA SARADHI, S/O VARADIAH NAIDU, OWNER OF MOTORCYCLE BEARING NO. AP09 AS 9886, R/O D.NO.31-25-53/4, KRISHNA NAGAR, KURMANNAPALEM, VISHAKAPATNAM.

3. THE NEW INDIA ASSURANCE COMPANY LIMITED, REP., BY ITS DIVISIONAL MANAGER, SRIKAKULAM.

...RESPONDENT(S):

Appeal filed under Order 41 of CPC before the High Courtagainst the order and decree dated 16.09.2014 passed in M.O.P. No. 179 of 2011 on the file of the Court of the Motor Accidents Claims Tribunal (Special Judge for trial of cases under S.Cs & S.Ts (P.O.A.) Act-cum-Additional District Judge, Vizianagaram)

Counsel for the Appellant:

1. G SAI NARAYANA RAO

Counsel for the Respondent(S):

1. TADDI NAGESWARA RAO
2. AMANCHARLA SATISH BABU

The Court made the following:

THE HONOURABLE SRI JUSTICE A. HARI HARANADHA SARMA

M.A.C.M.A. No. 01 of 2015

JUDGMENT:

Introductory:

The claimant in M.V.O.P. No.179 of 2011 on the file of the Motor Accidents Claims Tribunal (Special Judge for Trial of cases under S.Cs. and S.Ts. (P.O.A.)) -cum-Additional District Judge Court, Vizianagaram *[for short "the learned MACT"],* dissatisfied with the judgment and decree dated 16.09.2014 passed in the said case, where under the claim was allowed against the driver and owner of the offending vehicle and dismissed against the Insurance Company, awarding a compensation of Rs.80,000/- as against a claim made for Rs.2,00,000/-, filed the present appeal questioning the dismissal against the Insurance Company-respondent No.3 therein, and inadequate compensation.

2. Respondents No.1 to 3 herein are the respondents 1 to 3 before the learned MACT. Respondent No.1 is the driver, respondent No.2 is the owner and the respondent No.3 is the Insurance Company with which the motor cycle bearing No.AP 09 AS 9886 was insured and the appellant is the claimant.

3. For the sake of convenience, the parties will be hereinafter referred to as the claimants/petitioners and the respondents, with reference to their status before the learned MACT.

Case of the claimants:

4. [i] On 23.03.2009 the petitioner/claimant was travelling on Hero Honda Splendor Plus motor cycle bearing No.AP 31 AL 9585 along with one Kuppa Ramana, near RTC Zonal work shop, Vizianagaram, the 1st respondent being the rider of the motor cycle baring No.AP 09 AS 9886 *[herein after referred as the offending vehicle]*, came in a rash and negligent manner, dashed the motor cycle on which the petitioner was traveling, whereby the petitioner fell down and sustained injuries.

[ii] The petitioner was aged about '43'years working as a regular Mazdoor in the BSNL Office and earning Rs.15,000/- per month; due to the accident he became permanently disabled and lost his earning capacity. Hence, entitled for compensation.

[iii] The 1st respondent being the rider of the offending vehicle, the 2nd respondent being the owner and the 3rd respondent being the insurer of the offending vehicle, liable to pay the compensation.

[iv] A case in Crime No.41 of 2009 of Vizianagaram Rural Police Station vehicle was registered and charge sheet was laid against the rider of the offending vehicle.

5. The 2nd respondent remained *ex-parte*. The 1st respondent filed counter before the learned MACT and the 3rd respondent contested the matter.

Case of the 1st respondent:-

6. The petition allegations are false and the compensation claimed is excessive.

Case of the 3rd respondent:-

7. [i] The petitioner shall prove the pleaded accident, negligence of the rider of the offending vehicle, nature and effect of the injuries, age, occupation and income of the petitioner, loss of income etc.,

[ii] There was no fault on the part of the rider of the offending vehicle. Rider of the motor cycle on which the petitioner was travelling was negligent.

[iii] Valid and effective driving licence to the rider of the offending vehicle shall be proved.

[iv] In any event the compensation claimed is excessive and the respondent No.3 is not liable to pay any compensation.

Evidence before the learned MACT:-

8. [i] The claimant was examined as PW.1.

[ii] Dr.C.V.Subba Reddy, Doctor, who treated the petitioner/claimant was examined as PW.2.

[iii] the claimant relied on the copies of the Ex.A1-FIR, Ex.A2-wound certificate, Ex.A3-Motor Vehicles Inspector report and Ex.A4-Charge Sheet and Ex.X1-Case Sheet.

[iv] On behalf of the respondent No.3, Ex.B1-Inusranec Policy was got marked.

[v] One T.Ruby, the Assistant Manager working in respondent No.3 was examined as RW.1.

Findings of the learned MACT:-

On Negligence:-

9. [i] No evidence is adduced on behalf of the respondent No.1 nor there was cross-examination of PW.1.

[ii] The 3rd respondent did not adduce any evidence.

[iii] Ex.A1-F.I.R. and Ex.A4-copy of the charge sheet are indicating the negligence of the 1st respondent. Therefore, the negligence of 1st respondent is acceptable.

Entitlement of the petitioner/claimant:-

10. [i] The petitioner sustained injuries in the accident, undergone treatment. Operation was conducted. Doctor, who treated the petitioner, has gave evidence. Therefore, the petitioner is entitled Rs.50,000/- towards medical expenditure. Rs.20,000/- towards pain and suffering and Rs.5000/-

towards extra nourishment and Rs.5000/- towards attendant charges. In all entitled for Rs.80,000/-.

Liability:-

11. Evidence of RW.1, Assistant Manager of the Insurance Company would show that the driver of the motor cycle does not possess the driving licence, and it is argued that the 1st respondent is not having any driving licence. Ex.A3-M.V.I. report shows that no driving licence to the 1st respondent and the Police also filed charge sheet against the 1st respondent under the provisions of Motor Vehicles Act also. Although the 1st respondent filed counter, did not state about the driving licence. Further, the 2nd respondent owner of the motor cycle remained *ex parte*. Therefore, the Insurance Company is not liable to pay any compensation.

Arguments in the Appeal:-

12. [i] Learned MACT ought to have seen that the Insurance Company failed to discharge its burden and the petitioner is the third party.

[ii] The compensation awarded is meager; the claimant is entitled for the compensation claimed.

For the Insurance Company:-

13. Since charge sheet was laid against the 1st respondent for the offences in terms of Motor Vehicle Act, the Insurance Company is not liable to pay any compensation. The compensation awarded is excessive.

14. Perused the record. Thoughtful consideration is given to the arguments advanced by both sides.

15. The points that arise for determination in this appeal are –

1) Whether the petitioner/appellant is entitled to compensation against all the respondents? If so, to what quantum and whether the dismissal of the claim by the learned MACT against the respondent No.3 is proper or require any interference? In the event of entitlement for compensation what shall be the just and reasonable compensation that can be awarded to the petitioner/appellant?

2) What is the result of the appeal?

Point No.1:-

Analysis and reasoning :-

Negligence:-

16. [i] The claimant is an injured and eye witness to the accident. He has taken witness stand. There is no evidence on behalf of the respondents. Ex.A1-F.I.R., Ex.A3-M.V.I. report and Ex.A4-Charge sheet are sufficient to carry the evidence of PW.1. Therefore, the negligence on the part of the rider of the offending vehicle viz., the 1st respondent is acceptable. Accordingly, the findings of the learned MACT to that extent are fit to be concurred.

Liability:-

17. [i] The defence of the insurance Company is that there was no driving licence to the 1st respondent. Literally there is no evidence on behalf

of the Insurance Company except the oral testimony of RW.1. It is not even the case of the Insurance Company that RW.1 that some notice was issued to the respondents 1 and 2 to produce the driving licence copy etc., but the same is not produced.

[ii] RW.1 deposed that the 1st respondent is not having any driving licence but did not whisper about the calling for production of the details of the driving licence from either 1st respondent or 2nd respondent. Usual practices such as issuance of notice, appointing of investigators, calling for information from the RTA and examining RTA officials in proof of their contention etc., are not followed. The 3rd respondent Insurance Company simply relied on the charge sheet filed in terms of Section 181 of M.V. Act. However, whether the charge sheet itself constitutes proof is a serious aspect. Whether the same can be considered for appreciating the defence of the Insurance Company, or it is sufficient to establish the occurrence of the accident alone, is the question.

[iii] The 1st respondent appeared but not examined. What prevented the Insurance Company from summing the 1st respondent and taking any further steps as to examine him as to the absence of the driving licence is not known. What happened to the criminal case and whether the same ended in conviction for the offence under Section 181 of M.V. Act is also not known. It was specifically suggested to RW.1 during cross-examination on behalf of the claimant that the 1st respondent was having valid driving licence and that the Insurance Company is liable. RW.1 specifically stated that she had a document to show that the 1st respondent is not holding any driving licence.

Having stated so much, why said document was not filed is not known. Therefore, in the facts and circumstances of the case, it is clear that the absence of a valid driving license has not been proved by the Insurance Company. Accordingly, the objection is liable to be rejected.

18. Learned counsel for the appellant would submit that with regard to the absence of driving license, the Hon'ble Apex Court in ***Shamanna and Another Vs. Divisional Manager, Oriental Insurance Company Limited and Ors.***[1], while referring to several judgments including the *locus classicus* a case in ***National Insurance Company Limited Vs. Swaran Singh***[2] found that principle of pay and recovery can be followed in respect of disqualification of the driver or invalid driving licence etc., in cases of third parties, and that the onus lies on the Insurance Company to prove that the owner is not having any valid driving licence and the same is required to be considered by the Tribunals. Observations relevant at paragraphs 5 and 6 of the judgment are as follows:-

> **"5.** In the case of third-party risks, as per the decision in *National Insurance Co. Ltd.* v. *Swaran Singh* [*National Insurance Co. Ltd.* v. *Swaran Singh*, (2004) 3 SCC 297 : 2004 SCC (Cri) 733] , the insurer had to indemnify the compensation amount payable to the third-party and the insurance company may recover the same from the insured. Doctrine of "pay and recover" was considered by the Supreme Court in *Swaran Singh case* [*National Insurance Co. Ltd.* v. *Swaran Singh*, (2004) 3 SCC 297 : 2004 SCC (Cri) 733] wherein the Supreme Court examined the liability of the insurance company in cases of breach of policy condition due to disqualifications of the driver or invalid

[1] (2018) 9 SCC 650

[2] (2004) 3 SCC 297

driving licence of the driver and held that in case of third-party risks, the insurer has to indemnify the compensation amount to the third-party and the insurance company may recover the same from the insured. Elaborately considering the insurer's contractual liability as well as statutory liability vis-à-vis the claims of third parties, the Supreme Court issued detailed guidelines as to how and in what circumstances, “pay and recover” can be ordered. In para 110, the Supreme Court summarised its conclusions as under: (SCC pp. 341-42)

“*110*. The summary of our findings to the various issues as raised in these petitions is as follows:

(*i*) Chapter XI of the Motor Vehicles Act, 1988 providing compulsory insurance of vehicles against third-party risks is a social welfare legislation to extend relief by compensation to victims of accidents caused by use of motor vehicles. The provisions of compulsory insurance coverage of all vehicles are with this paramount object and the provisions of the Act have to be so interpreted as to effectuate the said object.

(*ii*) An insurer is entitled to raise a defence in a claim petition filed under Section 163-A or Section 166 of the Motor Vehicles Act, 1988, inter alia, in terms of Section 149(2)(*a*)(*ii*) of the said Act.

(*iii*) The breach of policy condition e.g. disqualification of the driver or invalid driving licence of the driver, as contained in sub-section (2)(*a*)(*ii*) of Section 149, has to be proved to have been committed by the insured for avoiding liability by the insurer. Mere absence, fake or invalid driving licence or disqualification of the driver for driving at the relevant time, are not in themselves defences available to the insurer against either the insured or the third parties. *To avoid its liability towards the insured, the insurer has to prove that the insured was guilty of negligence and failed to exercise reasonable care in the matter of fulfilling the condition of the policy regarding use of vehicles by a duly licensed driver or one who was not disqualified to drive at the relevant time*.

(*iv*) *Insurance companies, however, with a view to avoid their liability must not only establish the available defence(s) raised in the said proceedings but must also establish “breach” on the part of the owner of the vehicle; the burden of proof wherefor would be on them*.

(*v*) *The court cannot lay down any criteria as to how the said burden would be discharged, inasmuch as the same would depend upon the facts and circumstances of each case*.

(*vi*) *Even where the insurer is able to prove breach on the part of the insured concerning the policy condition regarding holding of a valid licence by the driver or his qualification to drive during the relevant period, the insurer would not be allowed to avoid its liability towards the insured unless the said breach or breaches on the condition of driving licence is/are so fundamental as are found to have contributed to the cause of the accident. The Tribunals in interpreting the policy conditions would apply "the rule of main purpose" and the concept of "fundamental breach" to allow defences available to the insurer under Section 149(2) of the Act*.

(*vii*) *The question, as to whether the owner has taken reasonable care to find out as to whether the driving licence produced by the driver (a fake one or otherwise), does not fulfil the requirements of law or not will have to be determined in each case*.

(*viii*) If a vehicle at the time of accident was driven by a person having a learner's licence, the insurance companies would be liable to satisfy the decree.

(*ix*) The Claims Tribunal constituted under Section 165 read with Section 168 is empowered to adjudicate all claims in respect of the accidents involving death or of bodily injury or damage to property of third-party arising in use of motor vehicle. The said power of the Tribunal is not restricted to decide the claims inter se between claimant or claimants on one side and insured, insurer and driver on the other. In the course of adjudicating the claim for compensation and to decide the availability of defence or defences to the insurer, the Tribunal has necessarily the power and jurisdiction to decide disputes inter se between the insurer and the insured. The decision rendered on the claims and disputes inter se between the insurer and insured in the course of adjudication of claim for compensation by the claimants and the award made thereon is enforceable and executable in the same manner as provided in Section 174 of the Act for enforcement and execution of the award in favour of the claimants.

(*x*) *Where on adjudication of the claim under the Act the Tribunal arrives at a conclusion that the insurer has satisfactorily proved its defence in accordance with the provisions of Section 149(2) read with sub-section (7),* *as interpreted by this Court above, the Tribunal can direct that the insurer is liable to be reimbursed by the insured for the compensation and other amounts which it has been compelled to pay to the third-party under the award of the Tribunal. Such determination of claim by the Tribunal will be enforceable and the money found due to the insurer from the insured will be recoverable on a certificate issued by the Tribunal to the Collector in the same manner under Section 174 of the Act as arrears of land revenue*. The certificate will be issued for the recovery as arrears of land revenue only if, as required by sub-section (3) of Section 168 of the Act the insured fails to deposit the amount awarded in favour of the insurer within thirty days from the date of announcement of the award by the Tribunal.

(*xi*) The provisions contained in sub-section (4) with the proviso thereunder and sub-section (5) which are intended to cover specified contingencies mentioned therein to enable the insurer to recover the amount paid under the contract of insurance on behalf of the insured can be taken recourse to by the Tribunal and be extended to claims and defences of the insurer against the insured by relegating them to the remedy before regular court in cases where on given facts and circumstances adjudication of their claims inter se might delay the adjudication of the claims of the victims." (emphasis supplied)

6. As per the decision in *Swaran Singh case* [*National Insurance Co. Ltd.* v. *Swaran Singh*, (2004) 3 SCC 297 : 2004 SCC (Cri) 733] , onus is always upon the insurance company to prove that the driver had no valid driving licence and that there was breach of policy conditions. Where the driver did not possess the valid driving licence and there are breach of policy conditions, "pay and recover" can be ordered in case of third-party risks. The Tribunal is required to consider "as to whether the owner has taken reasonable care to find out as to whether the driving licence produced by the driver … does not fulfill the requirements of law or not will have to be determined in each case".

19. In view of the factual position stated above and in the light of the precedential guidance covered by the ***Shamanna and Another's*** case and

Swaran Singh's case *[cited supra],* this Court finds that the Insurance Company cannot be exonerated from its liability and that all the respondents are jointly and severally liable, and that the Insurance Company is liable to pay compensation in view of the Insurance Policy.

Quantum of Compensation:

Precedential Guidance:

20. A reference to parameters, for quantifying the compensation under various heads, addressed by the Hon'ble Apex Court is found necessary, to have standard base in the process of quantifying the compensation, to which the claimant is entitled.

(i) With regard to awarding just and reasonable quantum of compensation, the Hon'ble Supreme Court in ***Baby Sakshi Greola vs. Manzoor Ahmad Simon and Anr.***[3]**,** arising out of SLP(c).No.10996 of 2018 on 11.12.2024, considered the scope and powers of the Tribunal in awarding just and compensation within the meaning of Act, after marshaling entire case law, more particularly with reference to the earlier observations of the Hon'ble Supreme Court made in ***Kajal V. Jagadish Chand and Ors***.[4], referred to various heads under which, compensation can be awarded, in injuries cases vide paragraph No.52, the heads are as follows:-

[3] 2025 AIAR (Civil) 1
[4] *2020 (04) SCC 413*

S. No.	Head	Amount (In ₹)
1.	Medicines and Medical Treatment	xxxxx
2.	Loss of Earning Capacity due to Disability	xxxxx
3.	Pain and Suffering	xxxxx
4.	Future Treatment	xxxxx
5.	Attendant Charges	xxxxx
6.	Loss of Amenities of Life	xxxxx
7.	Loss of Future Prospect	xxxxx
8.	Special Education Expenditure	xxxxx
9.	Conveyance and Special Diet	xxxxx
10.	Loss of Marriage Prospects	xxxxx
	Total Rs. …	xxxxxx

(ii). Hon'ble Apex Court in ***Yadava Kumar Vs. Divisional Manager, National Insurance Company Limited and Anr.,***[5] vide para No.10, by referring to ***Sunil Kumar Vs. Ram Singh Gaud***[6]***,*** as to application of multiplier method in case of injuries while calculating loss of future earnings, in para 16 referring to ***Hardeo Kaur Vs. Rajasthan State Transport Corporation***[7], as to fixing of quantum of compensation with liberal approach, valuing the life and limb of individual in generous scale, in para 17 observed that :-

> *"The High Court and the Tribunal must realize that there is a distinction between compensation and damage. The expression compensation may include a claim for damage but compensation is more comprehensive. Normally damages are given for an injury which is suffered, whereas compensation stands on a slightly higher footing. It is given for the atonement of injury caused and the intention behind grant of compensation is to put back the injured party as far as possible in the same position, as if the injury has not taken place, by way of grant of pecuniary relief. Thus, in the matter of computation of compensation, the approach will be slightly more broad based than what is done in the matter of assessment of damages. At the same time it is true that there cannot be any rigid or mathematical precision in the matter of determination of compensation."*

(iii). In ***Rajkumar Vs. Ajay Kumar and Another***[8], the Hon'ble Apex Court summarized principles to be followed in the process of quantifying the compensation after referring to socio economic and practical aspects from which, the claimants come and the practical difficulties, the parties may face in

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[5] *2010(10)SCC 341*
[6] 2007 (14) SCC 61
[7] 1992(2) SCC 567
[8] 2011 (1) SCC 343

the process of getting disability assessed and getting all certificates from either the Doctors, who treated, or from the medical boards etc. principles summarized *vide* para No.19 are as follows:

> ***19.*** *We may now summarise the principles discussed above:*
>
> *(i) All injuries (or permanent disabilities arising from injuries), do not result in loss of earning capacity.*
>
> *(ii) The percentage of permanent disability with reference to the whole body of a person, cannot be assumed to be the percentage of loss of earning capacity. To put it differently, the percentage of loss of earning capacity is not the same as the percentage of permanent disability (except in a few cases, where the Tribunal on the basis of evidence, concludes that the percentage of loss of earning capacity is the same as the percentage of permanent disability).*
>
> *(iii) The doctor who treated an injured claimant or who examined him subsequently to assess the extent of his permanent disability can give evidence only in regard to the extent of permanent disability. The loss of earning capacity is something that will have to be assessed by the Tribunal with reference to the evidence in entirety.*
>
> *(iv) The same permanent disability may result in different percentages of loss of earning capacity in different persons, depending upon the nature of profession, occupation or job, age, education and other factors.*

(iv) In ***Sidram vs. United India Insurance Company Ltd. and Anr***.[9] vide para No.40, the Hon'ble Apex Court referred to the general principles relating to compensation in injury cases and assessment of future loss of earning due to permanent disability by referring to ***Rajkumar's*** case, and also

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[9] 2023 (3) SCC 439

various heads under which compensation can be awarded to a victim of a motor vehicle accident.

(v) In ***Sidram's*** case, reference is made to a case in ***R.D. Hattangadi V. Pest Control (India) (P) Ltd.***[10]**.** From the observations made therein, it can be understood that *while fixing amount of compensation in cases of accident, it involves some guess work, some hypothetical consideration, some amount of sympathy linked with the nature of the disability caused. But, all these elements have to be viewed with objective standards. In assessing damages, the Court must exclude all considerations of matter which rest in awarding speculation or fancy, though conjecture to some extent is inevitable.*

Analysis and Findings :-

21. Ex.A2 is the wound certificate, which shows that the petitioner sustained (2) injuries, injury No.1 is the fracture and injury No.2 is simple. The injuries are as follows:-

1) Deep lacerated bleeding wound on the Rt A 30 x 10CM over anterior aspect with surrounding deglazing of skin with exposed fat and muscle
2) Multiple abrasions on the (Rt) knee (L) ankle.

22. As per Ex.X1 - Case sheet, the petitioner was admitted in the Hospital, on 24.03.2009 and discharged on 02.04.2009. The Discharge summary shows that the patient is aged '43', he is an employee of BSNL, admitted in the

[10] 1995 (1) SCC 551

hospital on 24.03.2009 vide IPW No.9677/09 and was under the treatment of Doctor -C.V. Subba Reddy. Admitted with a history of road traffic accident. Initially treated at local hospital, there was 30 X 10 cm laceration over anterior aspect of thigh surrounding deglazing of skin, which exposed cut muscle and fat. Surgery was done on 25.03.2009 for Debridement + Split Skin Grating, under spinal anesthesia. Patient undergone dressings from 30.04.2009 and he was discharged on 03.04.2009.

23. PW.2, Doctor, who treated the petitioner, deposed that he is a consultant Plastic Surgeon in NRI Hospital, Visakhapatnam; petitioner was admitted in the hospital on 24.03.2009 and injury No.1 was deposed in tune with the entries in the Discharge Summary and stated that Ex.A2 was issued from his Hospital. Except eliciting that the patient was not admitted on the immediate day of the accident, nothing more is elicited from the cross-examination of PW.2.

24. Learned MACT considering the 15 days period of hospitalization etc., awarded compensation as stated above. However, with reference to the injuries and the treatment, the entitlement of the petitioner under various heads is not considered by the learned MACT. Since there is no evidence touching the disability etc., under the head of permanent disability, no compensation can be awarded but taking the income notionally at Rs.10,000/- for a period of one month, the compensation under head of loss of earning during the period of hospitalization and the treatment on account of temporary disability, Rs.10,000/- can be awarded to the petitioner.

25. In the light of the precedential guidance and in view of the reasons and evidence referred above, the entitlement of the petitioner/claimant for reasonable compensation in comparison to the compensation awarded by the learned MACT is found as follows:

Sl. No.	**Head**	**Granted by the learned MACT**	**Fixed by this Appellate Court**
1.	Pain and suffering	**Rs.20,000/-**	**Rs.20,000/-**
2.	Extra nourishment, nervous shock etc.,	**Rs.5,000/-**	**Rs.10,000/-**
3.	Medical expenditure/treatment	**Rs.50,000/-**	**Rs. 50.000/-**
4.	Attendant charges	**Rs.5,000/-**	**Rs.10,000/-**
5.	Loss of earnings during treatment	**-Nil-**	**Rs.10,000/-**
	Total:	**Rs.80,000/-**	**Rs.1,00,000/-**
	Interest (per annum)	**7%**	6%

26. In view of the discussion made above, point No.1 is answered in favour of the petitioner/claimant concluding that the petitioner/claimant is entitled for compensation of **Rs.1,00,000/-** @6% p.a. from the date of petition till the date of deposit/realization. Though respondents 1 to 3 are jointly and severally liable, particularly the respondent No. 3 is liable to pay.

Point No.2:-

27. In the result, **the appeal is allowed,** as follows:

(i) Dismissal of the claim against the respondent No.3 vide order and decree dated 16.09.2014 in M.V.O.P.No.179 of 2011 passed by the learned MACT is set-aside.

(ii) M.V.O.P.No.437 of 2007 is allowed against the all the respondents and the order is modified as follows:-

(a) Claimant is entitled for a compensation of **Rs.1,00,000/- with interest at the rate of 6% per annum** from the date of petition till the date of deposit/realization.

(b) Respondent Nos.1 to 3 are jointly and severally liable. However, Respondent No.3/ Insurance Company is liable in view of the Insurance Policy.

(iii) Time for payment/deposit of the compensation amount is two (2) months.

(iv) There shall be no order as to costs in the appeal.

As a sequel, miscellaneous petitions, if any, pending in the appeal shall stand closed.

A. HARI HARANADHA SARMA, J

Date: 15.07.2026
Pnr

Whether the order is:

Speaking	√	Reasoned	√
Reportable	-	Non-reportable	√

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HON'BLE SRI JUSTICE A. HARI HARANADHA SARMA

M.A.C.M.A.No.01 of 2015

Dated 15.07.2026

Pnr