HC-KAR

CNR: KAHC010140322018

NC: 2026:KHC:40705
MFA No. 6955 of 2018
C/W MFA No. 8569 of 2018

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IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 4TH DAY OF AUGUST, 2026

BEFORE

THE HON'BLE DR. JUSTICE CHILLAKUR SUMALATHA

MISCELLANEOUS FIRST APPEAL NO. 6955 OF 2018 (MV-I)

C/W

MISCELLANEOUS FIRST APPEAL NO. 8569 OF 2018 (MV-I)

IN MFA No. 6955/2018

BETWEEN:

KARNATAKA STATE ROAD
TRANSPORT CORPORATION
CENTRAL OFFICES, K.H. ROAD,
SHANTHINAGAR
BANGALORE - 560 027
BY ITS MANAGING DIRECTOR
REPRESETNED BY ITS
CHIEF LAW OFFICER.

...APPELLANT

(BY SMT. H.R. RENUKA, ADVOCATE)

AND:

PAMPAPAL
W/O MANABENDRAPAL
AGED ABOUT 28 YEARS,
R/O NO.3, SADHUMOTI SCHOOL LANE
KHALBILMATH, TINKONIA, GOOD SHADE ROAD,
BURDWAN, WEST BENGAL - 713 101

...RESPONDENT

(BY SRI. GOPALKRISHNA N., ADVOCATE)

THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST THE JUDGMENT AND AWARD DATED 13/03/2018, PASSED IN MVC NO.4871/2015, ON THE FILE OF THE I ADDITIONAL SMALL CAUSES JUDGE & MACT, (SCCH-11), BENGALURU, AWARDING COMPENSATION OF RS.4,55,243/- ALONG WITH INTEREST AT THE RATE OF 8% P.A. FROM THE DATE OF PETITION TILL COMPLETE REALIZATION.

IN MFA NO. 8569/2018

BETWEEN:

SMT. PAMPAPAL
W/O. MANABENDRAPAL,
NOW AGED ABOUT 28 YEARS,
RESIDING AT NO. 171/19,
2ND FLOOR, 2ND MAIN,
8TH CROSS, VENKATAPURA,
1ST BLOCK, KORAMANGALA,
BENGALURU - 560 034.
PRESENTLY RESIDING AT
NO.3, SADHUMOTI,
SCHOOL LANE, KHALBILMATH,
TIKONIA, GOOD SHADE ROAD,
BURDWAN, WEST BENGAL - 713 101.

...APPELLANT

(BY SRI. GOPAL KRISHNA N, ADVOCATE)

AND:

THE MANAGING DIRECTOR
KARNATAKA STATE ROAD
TRANSPORT CORPORATION,
CENTRAL OFFICE, K.H. ROAD,
SHANTHINAGAR, BENGALURU - 560 027.

...RESPONDENT

(BY SMT. H.R. RENUKA, ADVOCATE)

THIS MFA IS FILED U/S 173(1) OF MV ACT AGAINST THE JUDGMENT AND AWARD DATED 13.03.2018 PASSED IN MVC NO.4871/2015 ON THE FILE OF THE 1ST ADDITIONAL SMALL CAUSES JUDGE, MACT, BENGALURU (SCCH-11), PARTLY ALLOWING THE CLAIM PETITION FOR COMPENSATION AND SEEKING ENHANCEMENT OF COMPENSATION.

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

CORAM: HON'BLE DR. JUSTICE CHILLAKUR SUMALATHA

ORAL JUDGMENT

Heard Smt.H.R.Renuka learned counsel for the appellant in MFA No.6955/2018 who also represents the respondent in the connected matter. Also heard Sri. Gopalakrishna.N learned counsel for the respondent in MFA No.6955/2018 who is representing the appellant in the connected appeal i.e. MFA No.8569/2018.

2. While MFA No.6955/2018 is filed by the Karnataka State Road Transport Corporation (hereinafter be referred to as KSRTC for brevity) against whom liability is fixed to pay compensation raising dispute with regard to the

amount awarded as compensation, the claimant filed MVC No.4871/2015 seeking enhancement. Thus, both sides dispute the validity of the impugned order on the quantum fixed. The order impugned was passed by Motor Accident Claims Tribunal, Bengaluru in MVC No.4871/2015 on 13.03.2018.

3. Arguing the matter, learned counsel who represents KSRTC submits that the dispute is in respect of the medical bills produced by the claimant. learned counsel contends that the bills produced are for Rs.3,35,243/-. In Ex.P-16-Inpatient Bill issued by Apollo BGS Hospital for a sum of Rs.2,21,507/-, there is a clear mention that bill was issued at the request of ICICI Lombard General Insurance Company Limited. Likewise in the bill for Rs.29,753/- issued by Fortis Hospital, there is a mention of ICICI Lombard General Insurance Company Limited. Furthermore, Ex.P-17 is a Duplicate of inpatient bill issued for Rs.61,846/- by the Fortis Hospital. In Ex.P-

17 also the name of ICICI Lombard General Insurance Company Limited is found.

4. Learned counsel contends that PW-1 during the course of cross examination clearly stated that her husband is working in Broadcom Company at Bangalore. She also stated that she do not know if her husband has claimed reimbursement of the medical bills or not from the company where he is working. She clearly stated that she will examine her husband. However the claimant has not examined her husband. Learned counsel thereby states that the claimant is not entitled to get double benefit. The entire medical expenditure was reimbursed by ICICI Lombard General Insurance Company Limited and therefore claimant is not entitled to claim that amount again from KSRTC. Learned counsel thereby submits that the amount mentioned in Ex.P-16 and P-17 are required to be deducted from the compensation that is awarded by the tribunal.

5. Vehemently opposing the submission thus made, learned counsel for the claimant states that even if the version of KSRTC that the amount mentioned in Ex.P-16 and P-17 was reimbursed by ICICI Lombard General Insurance Company Limited is considered to be true, basing on the premium paid, such reimbursement might have been occurred. Thus the amount spent on payment of premiums came back to the family of the claimant by way of medical reimbursement and hence the claimant has not obtained any extra financial benefit from ICICI Lombard General Insurance Company Limited and thus no amount can be deducted out of the amount awarded by the tribunal towards medical expenses. In this regard learned counsel for the claimant placed much reliance upon the judgment rendered by the Hon'ble Apex Court in Special Leave Petition No.18267/2025 between New India Assurance Company Limited and Dolly Satish Gandhi and another. In the said decision, the Hon'ble Apex Court at para 11 of the judgment held as under:-

> "We may also say that looking at these two amounts as "double benefit" may not be appropriate since one situation is only the fruit of amounts already paid in the past. Only because they appear same or similar, they cannot be termed as "double benefit". Still further there is another reason why these two amounts stand on a different footing. The amount received under MVA arises from a beneficial legislation and as guided by just compensation which is intended to put the injured or the claimants(legal representatives of the deceased) in a position, as far as possible, at least monetarily, if the accident in question had not taken place. Naturally, this stands on a higher pedestal-not only because it is a statutory entitlement of compensation but also because the nature of the statute is entirely beneficial. To equate these two amounts to pulling down the MVA or unnecessarily hyping up the Mediclaim policy".

6. Also the Hon'ble Apex Court concluded the case giving following finding as found at para 15 of the judgment.

> "In fine, we hold that the amount received as part of Mediclaim/medical insurance is not deductible from compensation as calculated by the concerned Tribunal, adjudicating a claim for compensation under the MVA which may also include compensation under the head of medical expenses, if claimed. These two stand on a different footing-one is statutory while the other is contractual and the latter is only a sequitur of premiums having been paid in the past while the

other is an entitlement as a consequence of an accident or death in a motor vehicle accident".

7. Undoubtedly the benefit of reimbursement arose due to the contract that was entered into by the claimant or to cover her risk, by anyone with the Insurance Company. Thus the contractual benefit of reimbursement of medical expenses is resultant of the policy obtained. A policy to cover the risk either due to the reason of injury sustained or health ailments or death will only be on payment of the premium fixed which has to be paid either as one time payment or through regular intervals. Therefore, it has to be held that the payments made by the claimant or anyone covering the risk of claimant, helped claimant in the form of getting back the amount spent towards medical expenditure, may be with certain enhancement based on the terms and conditions of the policy. That does not mean that the wrongdoer or the employer of the wrongdoer who is liable to compensate can escape from liability by taking a plea that payments

were made by the insurer from whom a policy was obtained to cover the risk.

8. Therefore, this Court holds that though the claimant receives the amount, spent for treatment from his/her insurer, who by virtue of contractual liability that exists, made such payment, yet, as such payment is made only after the claimant or anyone so as to cover the risk of the claimant paid consideration and thereby obtained promised advantage, such tangible benefit received by claimant cannot estop claimant to claim the amount spent for treatment from the insurer or owner of offending vehicle. Such claim cannot be termed to be double benefit.

9. Coming to the appeal filed by the claimant seeking enhancement in compensation, the submission made by learned counsel who represents the claimant is that the claimant obtained Master's Degree in Biotechnology and she worked as Guest Lecturer at a college from August

2012 to March 2013. She received a sum of Rs.35,000/- per month as salary during that period. Without considering the educational qualification and the ability of the claimant to earn, the tribunal held that she is not entitled for any compensation towards loss of future earnings.

10. Learned counsel who represents KSRTC on the other hand states that the accident occurred in the month of October 2013. No evidence whatsoever was produced to show that by the date of accident she was working. Therefore tribunal rightly declined to award any sum as compensation towards loss of future earnings.

11. In reply to that submission, learned counsel for the claimant contended that even if it is taken that the claimant was not working as Lecturer by the date of accident, in the light of the disability she established which is permanent in nature, taking her services as home maker, compensation is required to be awarded.

12. Learned counsel who represents KSRTC in reply to that reply, states that as per the version of the claimant herself, she did post graduation. Having such higher educational qualification, she cannot be regarded as a home maker.

13. Every woman who renders services to her family members at home is liable to be regarded as a 'HOMEMAKER' irrespective of the fact that such woman holds higher qualification either it is a Degree or Post Graduation or a Doctorate. In the humble opinion of this Court, even a working woman or a professional can be considered to be a home maker so long as such woman renders services at home taking care and looking after the welfare of the family members. To consider a women as 'HOMEMAKER' it is not necessary to project or establish that she is illiterate or she stays at home 24x7 or that she attends only household work and nothing more. Any individual who tirelessly strives, showers unconditional

love, sacrifices personal comfort at times and ultimately becomes a pillar for happy and stable family is a homemaker. These qualities are illustrative but not exhaustive. The word 'HOMEMAKER' is gender-neutral. A homemaker thus can be male or female. Also covers working person or bread winner or wage earner. Therefore this Court is of the view that the claimant in this case can well be considered to be a home maker.

13. Having considered the fact that the accident occurred in the year 2013 and for the relevant period, the Karnataka State Legal Services Authority is taking the notional income of the persons who could not produce any substantive proof with regard to their occupation and earnings as Rs.8,000/- per month, this Court considers desirable to take the notional income of the claimant as Rs.8,000/- per month.

14. As per the medical record produced, the claimant was aged around 25 years as on the date of accident. Thus

the appropriate multiplier to be applied as per the decision of the Hon'ble Apex Court in Sarala Verma and others -vs- Delhi Transport Corporation and another case reported in 2009 ACJ 1298 is '18'. The disability as assessed by the Tribunal i.e. 10% in respect of whole body requires no interference. Thus taking the notional income of the claimant as Rs.8,000/-, applying appropriate multiplier '18' and the disability in respect of whole body as 10%, the compensation which the claimant is entitled to receive towards financial loss which she would sustain in future due to permanent physical disability comes to Rs.1,72,800/- (8,000 x12x18x10%).

15. Having considered the nature of injuries sustained which includes comminutted fracture of talus with dislocation of ankle joint and fracture of medial malleolus, this Court is of the view that the claimant could have taken bed rest at least for a period of 3 months. Therefore the claimant being a homemaker might not have

rendered any service to family. Therefore, the financial loss due to inability of the claimant to perform her duties at her family for those 3 months comes to Rs.24,000/- (8,000 x3). Hence the total sum which the claimant is entitled to receive in addition to the sum that is awarded by the Tribunal is Rs.1,96,800/- (1,72,800 + 24,000). Thus in the light of the foregoing discussion both the appeals are disposed of with the following:-

ORDER

i. The appeal in MFA No.6955/2018 is dismissed.

ii. The appeal in MFA No.8569/2018 is allowed in part.

iii. Compensation that is granted by the Motor Accident Claims Tribunal, Bangalore through orders in MVC 4871/2015 dated 13.03.2018 is enhanced by Rs.1,96,800/-.

iv. The enhanced sum shall carry interest at the rate of 6% per annum from the date of petition till the date of deposit, except for the period of delay of 114 days as per orders on I.A No.1/2018 in MFA No.8569/2018.

v. KSRTC is directed to deposit the enhanced sum within a period of 8 weeks from the date of receipt of certified copy of this judgment.

vi. On such deposit, claimant is permitted to withdraw the entire amount.

vii. Amount if any in deposit be transmitted to the concerned tribunal forthwith.

Sd/-
(DR.CHILLAKUR SUMALATHA)
JUDGE

VS
List No.: 1 Sl No.: 7