2026 INSC 637

REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. OF 2026
(Arising out of SLP (C.) No. 1039 of 2021)

THE COMMISSIONER,
BRUHAT BANGALORE
MAHANAGARA PALIKE ... APPELLANT(S)

VERSUS

K.K.UMESH KUMAR & ORS. ... RESPONDENT(S)

J U D G M E N T

SANJAY KAROL, J.

Leave Granted.

2. The issue for our consideration is whether the appellant can be held liable under the Motor Vehicles Act, 1988 for the injuries sustained by respondent no.1 that were caused due to the

falling of a roadside tree on the vehicle by which the respondent no.1 was travelling, but had stopped under the tree waiting for the rain to subside and then proceed further.

3. The facts in which this question arose are as follows:

Respondent no.1 was travelling on 23rd June 2007 in an auto from Queens Road to Chinnaswamy Stadium when due to heavy rain it was requested by respondent no.1 that the vehicle be pulled up to the side of the road. Along the road were older trees, some even as old as hundred years and when the vehicle was stationary underneath one of these trees, a branch got detached from the tree fell on top, injuring the respondent. Thereafter, he was admitted to Mallya Hospital and received treatment.

A claim petition[1] was filed before the Motor Accidents Claim Tribunal, Bangalore, seeking compensation of Rs.50 lakhs. The Claims Tribunal in terms of order dated 10th April 2013 dismissed the claim on account of it being a natural calamity. The High Court of Karnataka at Bangaluru[2] dismissed the claim on the point of delay. This is the proceeding in the *first round*. This concurrent dismissal was challenged before this

[1] MVC No.1313/2020
[2] MFA No.6470/2015 (MV)

Court[3] which remanded the matter on the point of non-condonation of delay. In the *second round* of proceedings, the High Court allowed the appeal and awarded 17,10,500/- out of which 25% was directed to be paid by the appellant herein, 50% was to be paid by the Insurer of the autorickshaw and further 25% by respondent no.4-Horticulture Department, Government of Karnataka. It is this apportionment of liability towards the appellant which has been challenged before us.

4. We have heard learned senior counsel and counsel appearing for the parties.

5. In essence, the case of the appellant as also respondent no.4 that is the Horticulture Department, State of Karnataka is that they bore no responsibility for the unfortunate act that has quite literally, befallen respondent no.1. What happened was a natural occurrence over which the State authorities obviously had no control. That being the case, we must understand the position of law when it comes to such natural calamities, or in other words, the cases that deal with the proposition of '*Act of God*'.

6. Naturally, let us turn to the House of Lords to understand the origins of the doctrine. In ***Nichols v. Marsland***[4]**,** the Court of

[3] Civil Appeal No.20865/2017
[4] (1876) 2 Ex D 1.

Appeal had a case where the respondent had, on his land, artificial ponds with built-in safety mechanisms allowing excess water to flow out. Due to an incident of extremely heavy rainfall, there was a lot of excess water which flowed into the plaintiff's land. He claimed damages under the strict liability rule of ***Rylands v. Fletcher***[5], however outcome was in favour of the defendant since the flooding was not reasonably foreseeable. '*Act of God*' or '*Vis Major*' was accepted as a defence to strict liability. Next, we must consider ***Greenock Corporation v. Caledonian Railway Co***[6] in this case, flooding of an artificially created public playground and paddling pool which eventually damaged the nearby land that belonged to the respondent. The ***House of Lords*** eventually dismissed the Plaintiff's claim of *damnum fatale* since they had altered the course of the stream. The Supreme Court of the United States in its 1897 decision titled ***The Majestic***[7] discussed the rule as follows:

> "The act of God, said Chancellor Kent (vol. 2, p. 597), means "inevitable accident, without the intervention of man and public enemies" and again (vol. 3, p. 216) that "perils of the sea denote natural accidents peculiar to that element, which do not happen by the intervention of man, nor are to be prevented by human prudence."
> A "*casus fortuitous*" was defined in the civil law to be *quod damno fatali contingit, cuivis diligentissimo possit contingere.* It is a "loss happening in spite of all

[5] (1868) LR 3 HL 330
[6] [1917] UKHL 3
[7] 166 U.S.375 (1897)

> human effort and sagacity." The words "perils of the sea" may indeed have grown to have a broader signification than "the act of God," but that is unimportant here.
> Judge Shipman in the Court of Appeals quotes from 1 Parsons on Shipping 255, the definition there given of the "act of God," and the reason for it, as follows:
> "The 'act of God' is limited to causes in which no man has any agency whatever, because it was never intended to raise, in the case of the common carrier, the dangerous and difficult question whether he actually had any agency in causing the loss; for if this were *possible,* he should be held.""

7. We now move to the decisions of this Court. In ***S. Vedantacharya v. Highways Deptt. of South Arcot***[8], this Court observed that when it comes to bridges and culverts, heavy rain or flood are not possibilities outside the contemplation of the department concerned. Since there was nothing on record in the case to show that the concerned department had taken any preventive action, the finding of the High Court dismissing the claim was overturned and judgment was entered for the plaintiffs. Another case was ***Vohra Sadikbhai Rajakbhai v. State of Gujarat***[9] wherein certain landowners claimed compensation on account of severe damage and submersion of their lands leading to widespread loss of crops and other vegetation. The same was resisted, averring that there had been a great amount of rainfall leading to the dam being overfilled,

[8] (1987) 3 SCC 400
[9] (2016) 12 SCC 1

necessitating 60000 cusecs of water having to be released in order to protect the dam. The Court in order to complete justice gave Rs 5 lacs as compensation against a claim of Rs.21,50,000/-**:**

> **"22.** There are two exceptions to the aforesaid rule of strict liability, which were recognised in *Rylands* v. *Fletcher* [*Rylands* v. *Fletcher*, (1868) LR 3 HL 330 : 37 LJ Ex 161] itself viz.:
> (*a*) where it can be shown that the escape was owing to the plaintiff's default, or
> (*b*) the escape was the consequence of vis major or the act of God.
> An act of God is that which is a direct, violent, sudden and irresistible act of nature as could not, by any amount of ability, have been foreseen, or if foreseen, could not by any amount of human care and skill have been resisted. Generally, those acts which are occasioned by the elementary forces of nature, unconnected with the agency of man or other cause will come under the category of acts of God. Examples are : storm, tempest, lightning, extraordinary fall of rain, extraordinary high tide, extraordinary severe frost, or a tidal bore which sweeps a ship in mid-water. What is important here is that it is not necessary that it should be unique or that it should happen for the first time. It is enough that it is extraordinary and such as could not reasonably be anticipated. We would like to discuss a few cases having bearing on this issue with which we are confronted in the instant appeal."

8. Before proceeding further, we must also deal with ***Rajkot Municipal Corpn. v. Manjulben Jayantilal Nakum***[10] on which extensive reliance has been placed by the appellants. In that case,

[10] (1997) 9 SCC 552

the deceased Jayantilal, was walking on the footpath when a tree fell upon him, leading to grievous injuries and eventual death. Against the claim of Rs.1,00,000/- against the appellant Corporation, the Trial Court granted the claim to the extent of Rs.45,000/-. The same was confirmed by the High Court on appeal. This Court, in its detailed judgment considered extensively the concept of negligence, the duty of municipal authorities etc. in the following words:

> **"59.** … When the defendant is under a statutory duty to take care not to create latent source of physical danger to the property or the person who in the circumstances is considered to be reasonably foreseeable as likely to be affected thereby, the defendant would be liable for tort of negligence. If the latent defect causes actual physical damages to the person, the defendant is liable to damages for tortious liability. The negligent act or omission of the statutory authority must be examined with reference to the statutory provisions, creating the duty and the resultant consequences. The negligent act or omission must be specifically directed to safeguard the public or some sections of the public to which the plaintiff was a member, from the particular danger which has resulted."

9. In view of the law as discussed above, let us move to applying the law. A tree has been on the side of the road for many years. Because it is part of the city, the Municipal Corporation does have a duty to ensure that those trees are looked after, from the point of view of not only keeping the trees hale and healthy but also that periodic maintenance thereof is undertaken to ensure

that unfortunate incidents such as these do not happen. It is a reality that the boundaries of City are ever expanding in India, in view of the constant migration, and so the number of people that a Corporation is serving increases overtime. It would be unrealistic to expect that authorities of the Corporation can maintain a constant vigil over each tree/shrub. In the similar vein, while it may be perfectly within contemplation that an old branch of an old tree may give way at any time, the prudent call cannot be that all branches are slashed with a saw.

10. The importance of trees especially in the ever-expanding concrete jungles that we call cities today cannot be overstated. In our city of Delhi, for example, we find vast differences in green cover depending on the area you travel to. In such a situation, it is the primary duty of Centre and state level authorities to increase greencover in cities howsoever possible, with due consultation from experts facilitating the long term survival of each tree or plant sown into the soil.

11. Let it be stated, lest we be misunderstood that we are not even for a moment trivializing the injuries of the respondent or affording any escape to the appellant from its duty of maintaining the trees in the city. All that we are saying is that in the facts and circumstances of this case neither was taking a shelter under the

tree was anything out of the ordinary nor was the unfortunate falling of a branch within contemplation of any Authority or even the driver of the autorickshaw. In these circumstances, it would be unfair to fasten the liability upon the appellant under the MVA. Under Section 166, MVA a claim can be filed for an accident as described in Section 165(1). The latter reads as follows:

> "165. Claims Tribunals.—(1) A State Government may, by notification in the Official Gazette, constitute one or more Motor Accidents Claims Tribunals (hereafter in this Chapter referred to as Claims Tribunal) for such area as may be specified in the notification for the purpose of adjudicating upon claims for compensation in respect of accidents involving the death of, or bodily injury to, persons arising out of the use of motor vehicles, or damages to any property of a third party so arising, or both.
>
> Explanation.—For the removal of doubts, it is hereby declared that the expression "claims for compensation in respect of accidents involving the death of or bodily injury to persons arising out of the use of motor vehicles" includes claims for compensation under section 140 [and section 163A]…"
>
> (emphasis supplied)

12. The question that arises is whether the falling of a tree on an autorickshaw, would qualify as an accident for which a claim can be filed. The phrase emphasised by us in the Section above was, in its corresponding form in the preceding legislation

interpreted by this Court in ***Shivaji Dayanu Patil v. Vatschala Uttam More***[11]**, :**

> **"26.** These decisions indicate that the word "use", in the context of motor vehicles, has been construed in a wider sense to include the period when the vehicle is not moving and is stationary, being either parked on the road and when it is not in a position to move due to some breakdown or mechanical defect. … In our opinion, the word "use" has a wider connotation to cover the period when the vehicle is not moving and is stationary and the use of a vehicle does not cease on account of the vehicle having been rendered immobile on account of a breakdown or mechanical defect or accident. In the circumstances, it cannot be said that the petrol tanker was not in the use at the time when it was lying on its side after the collision with the truck.
>
> **…**
>
> **33.** …The words "arising out of" were not construed to mean "arising under" as in *Union of India* v. *E.B. Aaby's Rederi A/S* [1975 AC 797 : (1974) 2 All ER 874] which decision was held inapplicable to the construction of Section 20(2)(1)(*h*) and it was observed by Lord Brandon:
>
> > "With regard to the first point, I would readily accept that in certain contexts the expression 'arising out of' may, on the ordinary and natural meaning of the words used, be the equivalent of the expression 'arising under', and not that of the wider expression 'connected with'. In my view, however, the expression 'arising out of' is, on the ordinary and natural meaning of the words used, capable, in other contexts, of being the equivalent of the wider expression 'connected with'. Whether the expression 'arising out of' has the narrower or the wider meaning in any

[11] (1991) 3 SCC 530

> particular case must depend on the context in which it is used."

Keeping in view the context in which the expression was used in the statute it was construed to have the wider meaning viz. "connected with".

34. In the context of motor accidents the expressions "caused by" and "arising out of" are often used in statutes. Although both these expressions imply a causal relationship between the accident resulting in injury and the use of the motor vehicle but they differ in the degree of proximity of such relationship. This distinction has been lucidly brought out in the decision of the High Court of Australia in *Government Insurance Office of N.S.W.* v. *R.J. Green case* [(1965) 114 CLR 437], wherein Lord Barwick, C.J. has stated : (CLR p. 433)

> "Bearing in mind the general purpose of the Act I think the expression 'arising out of' must be taken to require a less proximate relationship of the injury to the relevant use of the vehicle than is required to satisfy the words 'caused by'. It may be that an association of the injury with the use of the vehicle while it cannot be said that that use was causally related to the injury may yet be enough to satisfy the expression 'arise out of' as used in the Act and in the policy."

35. In the same case, Windeyer, J. has observed as under : (CLR p. 447)

> "The words 'injury caused by or arising out of the use of the vehicle' postulate a causal relationship between the use of the vehicle and the injury. 'Caused by' connotes a 'direct' or 'proximate' relationship of cause and effect. 'Arising out of' extends this to a result that is less immediate; but it still carries a sense of consequence."

”

13. In view of the stated liberal interpretation of this term, will the presence of the respondent in the auto rickshaw suffice as ‘*use*’. In ordinary circumstances, it probably would have. But take for instance a scenario where the respondent was a pedestrian and stood near or under the tree in an attempt to take shelter from the heavy rain and now the branch falls on him. This is an entirely likely scenario. In other words, the motor vehicle itself does not play an active role in the accident. It is not part of the proximate cause of the accident. For that reason, a claim under Section166 specifically may not be appropriate.

14. In that view of the matter, the question of law is accordingly settled.

15. A question however refuses to leave us. Will the respondent be forced to contend for compensation in another round of litigation? Is this conclusion in the interest of justice? Should we have to decide only the question of law then actual money reaching the hands of the respondent would be delayed. It appears to us, to be not so. A person who has suffered such life altering grievous injuries, being left in lurch, without any money to sustain himself, does not appeal to the conscience of justice.

For ready reference the injuries as noticed by the High Court, is extracted hereunder:-

> "The doctor has also stated that on clinical and radiological assessment, the following disabilities are found:
> "1. Total paraplegia both lower limbs with bladder and bowel incontinence.
> 2. 'X' ray of the spin shows fracture healing and implants position good."

It is within our domain, as the final Court of the country to ensure the law, as implemented, specially in cases like these, is humane and in accordance with the salutary principles of the Constitution. That apart, we may observe that the compensation as determined by the High Court in itself, is insufficient as per the settled principles of law, owing to a somewhat technical approach adopted by the High Court. In that view of the matter, we enhance the total compensation to Rs.25,00,000/- along with interest as determined by the High Court, to be calculated from the date of filing of the claim petition. The apportionment of liability shall remain undisturbed. This we do under the exercise of Article 142 of the Constitution.

16. The appeal is disposed of in terms of the above. The amount of compensation along with the interest shall be deposited into the bank account of the respondent directly. Learned counsel for the respondent shall furnish the bank details of the respondent

to the learned counsel for the appellant. The amount shall be disbursed to the respondent within four weeks from the pronouncement of this judgment. The other parties who have been directed to pay the amount i.e., the Insurance Company and the Horticulture Department, Government of Karnataka, shall also do so within four weeks.

Pending application(s), if any, shall stand disposed of. No costs.

……..……..……..J.
(SANJAY KAROL)

…….J.
(NONGMEIKAPAM KOTISWAR SINGH)

New Delhi;
June 11, 2026