

SPECIAL DISTRICT COURT NO II TO DEAL WITH MCOP CASES,
COIMBATORE.

PRESENT: THIRU. R.T.S. KANNAN, B.A.,B.L.,
SPECIAL DISTRICT JUDGE,
Thursday, the 6th Day of August 2026

Motor Accidents Claim Original Petition.134/2025**CNR No.TNCB27-000136-2025**

(a)	Name and address of the Claimant (s)	Maniraj, S/o.Gnanaprakasam, aged about 60 years, residing at 2E, Govindasamy street, Rathinapuri, Coimbatore-641027.
(b)	Name and address of the Respondent (s)	1. Vignesh, S/o.Maheshwari, aged about 29 residing at 5/126, Chinnakarumbalam, Karumbalam Post, Coonoor, Nilgiris-643 102. 2. Iffco Tokio general Insurance Company Ltd., No.195, T.V.Samy road (west), R.S.Puram, Coimbatore-641002.
(c)	Name and address of the Insurance companies	Iffco Tokio general Insurane Company Ltd., No.195, T.V.Samy road (west), R.S.Puram, Coimbatore-641002.
(d)	Name and address of the Transport Corporation or such other Respondents who are held liable to pay	-
(e)	Date of filing of the claim petition	18.12.2024
(f)	Date of award	06.08.2026
(g)	Amount of award	Rs.2,51,805/-
(h)	Interest rate applicable	7.5% per annum
(i)	Date (s) from which interest is payable	18.12.2024
(j)	Costs, if any	Stamp on petition - Rs. 20.00 Stamp on Vakalath - Rs. 10.00 Court fee - Rs. 1,890.00 Advocate fee - Rs. 9,536.00

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		Total = <u>Rs.11,456.00</u>
(k)	In cases where the compensation, interests and costs are directed to be paid proportionately, the award should also specify who shall pay which portion of award, interest and costs.	The 2 nd Respondent is directed to deposit the award amount of Rs.2,51,805/- with interest at the rate of 7.5% p.a from the date of presentation of the petition till the date of deposit, with costs of Rs.11,456/-.
l)	In cases where there are several Claimants, the shares and amounts payable to each of them shall be specified.	The 2 nd respondent is directed to deposit the award amount in the name of Claimant Rs.2,51,805/- and cost of Rs.11,456/-.
m)	The mode and manner of deposit of compensation	The 2 nd Respondent is directed to deposit the award amount with interest at the rate of 7.5% p.a from the date of presentation of the petition till the date of deposit, with costs to the bank accounts of the claimant within 30 days from the date of deficit court fee is paid payable by him in this case and the same shall be informed to this court in writing.
(n)	The mode and manner of disbursement including the quantum payable to the claimants	As per column (l) and (m)
(o)	Period of default to which the petitioner are not entitled for interest, if any.	
(p)	Balance of Court fee	The Claimant is directed to pay the court fee of Rs.1,890/- within 30 days from the date of this order, if not, from the expiry of 30 days from today to till the date of payment of court fee the petitioner is not entitled for interest in the award amount.

1. Maniraj

...Claimant

-Vs-

1. Vignesh

2. Iffco Tokio general Insurane Company Ltd.,

...Respondents

This petition was transferred from the file of the Special Sub Court, Coimbatore and its original number was MCOP No.2116/2025. Thereafter it was renumbered as MCOP No.134/2025. This petition came up on 04.08.2026 for final hearing before me in the presence of Thiru. N.Dhanaraj learned counsel appearing for the Claimants, Thiru. C. S. Sivaselvakumar learned counsel appearing for the 2nd respondent and 1st respondent was set exparte and upon hearing the arguments on both sides and perused the written argument from the side of the 2nd respondent and stood over till this day for consideration, this Court delivers the following :

ORDER

This petition is filed under section 166(1)(a) in M.V.Act 1988 for claiming compensation of Rs.12,00,000/- for the injuries sustained by the Claimant in road accident occurred on 06.12.2024.

1) The Claim petition in brief states as follows:

The injured namely Maniraj was aged about 60 years and he was working as a Driver and earning Rs.25,000/- per month.

On the fateful day, i. e., on 06.12.2024 at about 02.30 PM the injured was riding a two wheeler bearing Reg. No. TN 38 CH 3564 in Sivanandha colony, Covai. When the claimant reached near Maruthamalai Andavar Pazhamudirnilayam a Maruthi EECO vehicle bearing registration No. TN 43 P 7689 driven by the 1st Respondent from west to east direction in a rash and negligent manner dashed the injured vehicle and the injured sustained fracture in right leg and therefore it is a grievous injury. Further the left ankle and the little toe of the right leg are also injured. The injured spent more than

Rs.2,50,000/- for his medical expenses.

The TIW (E) Police registered a case against the 1st Respondent under Sections 281 and 125(b) of IPC in Crime No.579/2024. The Respondents are jointly and severally liable to pay the compensation.

2) The counter of the 2nd respondent briefly stated as follows:

The 2nd Respondent denied the manner of the accident as described by the Claimant. The age, income and occupation of the injured are denied. There is a violation of policy conditions. The Claimant shall prove the vehicular documents of the offending vehicle. The Policy is subject to terms and conditions, exceptions and limitations thereof and confirmation of compliance of Section 64 VB of the Insurance Act, 1938. The 1st respondent was not having valid driving license at the time of the accident.

3) Points for consideration:

i) Whether the accident occurred due to rash and negligent driving of the 1st Respondent who drove the vehicle belonging to the 2nd respondent?

ii) Whether the Claimants are entitled to the compensation? If so who is liable to pay compensation ?

iii) What would be the quantum of compensation ?

4) Examination of Witnesses and Exhibits:-

WITNESSES AND EXHIBITS ON THE SIDE OF CLAIMANTS			
S.No.	Details of Witness	Witness No.	Exhibits Marked
1	Claimant	PW-1	Ex.P1 to Ex.P13
WITNESSES AND EXHIBITS ON THE SIDE OF RESPONDENTS			
S.No.	Details of Witness	Witness No.	Exhibits Marked
1.	Nil	Nil	Nil

The 1st Respondent remained ex-parte and have not supported the 2nd respondent. On 01.04.2026 the 2nd Respondent filed the Petition U/s.170 MV

Act, 1989 and obtained leave under section 170 of MV Act to take all grounds that are available to 2nd respondent (owner of the offending vehicle) in the main MCOP and contested this case.

5) Heard the both sides and perused all the records including the material evidences.

A) Point No.1

The claim petition is filed under section 166 of the Motor Vehicles Act. Therefore, the Claimants must first establish whether the accident was caused by the driver of the offending vehicle. It is settled law that, in claim cases, arising out of motor accident, the court has to apply the principles of preponderance of probability and cannot apply the test of proof beyond reasonable doubt. As such strict proof of evidence is not required. The evidence available in the present case is evaluated based on the principles of preponderance of probability.

According to the Claimant, the accident occurred and the claimant got injured in the said accident as stated supra.

The Claimant himself examined as Pw1 and marked Ex.P1 to Ex.P13 towards establishing his case. Further the FIR (Ex.P1) would show that the offending vehicle was driven rashly. In such circumstances in the absence of any contra evidence from the side of the Respondents this court comes to a conclusion that the accident caused by the 1st Respondent while he was driving the offending vehicle belonging to the 2nd respondent in a rash and negligent manner.

B) Point No.2

The accident caused due to a rash and negligent driving of the offending vehicle which is belonging to the 2nd respondent. In this case, the accident is found to be taken place as per discussion in Point No.1. The ownership of the vehicle is not disputed. The vehicle has valid 3rd party insurance and as per

Ex.P5 (MVI report of the offending vehicle) the driver of the vehicle namely the 1st respondent who drove the offending vehicle has valid Driving License at the time of the accident.

In the said circumstances, this court fix the liability to pay the compensation that is arrived hereunder by the 2nd Respondent to the claimant.

C) Point No. 3

Now, what is the quantum of compensation that can be granted to the Claimant to be decided by this Court.

In this case, the case of the Claimant is that while the accident was occurred his age was 60 years. For the injuries sustained in the accident the claimant was admitted in Bethel Hospital Pvt. Ltd., Coimbatore. He was treated as inpatient from 06.12.2024 to 12.12.2024 totally 7 days. To prove the same the discharge summary in Ex.P8 is filed. Further as per Ex.P9 and Ex.P13 he had spent a sum of Rs.1,63,305/- for medical treatment. The claimant has not obtained any Disability certificate. Further it is not the case of the claimant that due to the accident he is totally disabled to do any work. Hence, this court grant a sum of Rs.50,000/- as he sustained grievous injury as per wound certificate (Ex.P7) in addition to the other sums granted herein.

The learned counsel appearing for the 2nd respondent vehemently objected to grant the amount said to have been spent as per Ex.P13 namely a sum of Rs.1,35,146/-. Because the same was already received by the claimant either through medical claim or through any other manner. For that reason only original of Ex.P13 is not filed by the claimant.

On the other hand the learned counsel for the claimant submitted that, as per latest judgment of Hon'ble Supreme Court in the case of *New India Assurance Company Limited Vs. Dolly Sathish Gandhi & Anr* reported in 2026 INSC 498 even the medical bills were reimbursed or paid by way of mediclaim the same shall not be deducted in the MCOP cases. The relevant

portion of the above judgment is extracted hereunder.

“15. 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.”

To arrive at a Loss of income, though the claimant stated in his petition that he is a driver and earning Rs.25,000/- per month, he has not filed any document to prove the same. Hence, considering the economic condition in the year 2024 and the age of the injured his notional income is taken as Rs.10,000/- per month. Further he was grievously injured and was admitted in hospital for 7 days, so the one month income is taken as his loss of income.

S.No.	Heads	Amount awarded by this court in Rs.
1.	Loss due to disability	Rs.50,000/-
2.	Pain and sufferings	Rs.15,000/-
3.	Medical bills (Ex.P9 & Ex.P13)	Rs.1,63,305/-
4.	Attendant charges (7 days X 500)	Rs.3,500/-
5.	Transport charges	Rs.10,000/-
6.	Loss of income for 1 month	Rs.10,000/-
	Total	Rs.2,51,805/-

6) In the result, the petition is allowed in part with costs, on the following terms:-

(i) The Judgment of the Hon’ble Supreme Court in ***Parminder Singh Vs. Honey Goyal and others (S.L.P. No.© No. 4484 of 2020)*** dated

18.03.2025 and in compliance to that an ROC. No. 55584/2025/S. Ct. Dated 02.07.2025 was also issued by our Hon'ble High Court that, the tribunals are directed to pass an award by ordering the respondent/insurance company to transfer the award amount into the Bank account of the claimant(s) with intimation to the tribunals. Accordingly, the 2nd respondent is directed to transfer the award amount to the claimant(s) Bank accounts as detailed below

Bank – Indian Overseas Bank

Name – Gnanaprakasam

Acc. No. 170801000041408

IFSC - IOBA0001708

Award amount - Rs.2,51,805/- with cost of Rs. 11,456/-

(ii) The 2nd Respondent is directed to deposit the award amount with interest at the rate of 7.5% p.a from the date of presentation of the petition till the date of deposit, with costs to the bank account of the claimant within 30 days from the date of deficit court fee is paid payable by him in this case and the same shall be informed to this court in writing.

(Note : The 2nd respondent shall deposit the award amount only after confirming that deficit court fee is paid to these cases by the claimant)

(iii) The Claimant is directed to pay the court fee of Rs.1,890/- within 30 days from the date of this order, if not, from the expiry of 30 days from today to till the date of payment of court fee the petitioner is not entitled for interest in the award amount.

(iv) The 2nd respondent is directed to deposit the award amount of **Rs.2,51,805/-** in the name of Claimant and cost of Rs.11,456/-.

(v) Further, as stated above the insurance company shall pay the award amount directly to the Claimant(s) Bank Account. Further, if the claimant(s) is/are directly receiving the award amount from the Insurance Company/ Respondent, there is a possibility of evading deficit court fees, which are payable by the claimant in this case. Therefore, the claimant is directed to

remit the deficit court fees within 30 days from the date of this order in the following E-Court fees link “ **pay.ecourts.gov.in.**”

(vi) After payment of court fee by the Claimant (s); the claimant(s) are directed to produce two copies of Court fee paid receipt to this tribunal. After verification and getting seal from this court, one such copy of court fee paid receipt shall be handed over to the Insurance/Respondent Advocate. **Further, after obtaining receipt of court fee paid from the claimant alone, the insurance company shall transfer the award amount to the Claimant. If any award amount transferred by the insurance company to the claimant without receiving court fees paid receipt, it is the responsibility upon the insurance company to remit the court fees to this tribunal later.** Therefore, the parties are directed to adhere the above conditions strictly without any deviation. The 2nd respondent is directed to furnish intimation of compliance to this tribunal after transferring the award amount to the Claimant. As soon as the claim amount is deposited in the claimant bank account, he or his counsel shall file full satisfaction memo in the above case.

(vii) Following the Judgment of the Hon'ble High Court of Madras in *M/s.Cholamandalam MS General Insurance Co Ltd., Vs. Ayyanar & others reported in 2020 (4) CTC 272*, no decree is prepared. All the parties are entitled to free copies of the award as per Section 168 (2) of the MV Act and Rules 20 (6) of the Rules.

Dictated directly to the Steno-Typist, typed by her, corrected by me in computer itself and pronounced by me in the open court on the 6th day of August 2026.

Special District Judge,
Special District Court No.II to deal
with MCOP cases, Coimbatore.

Claimants side witnesses :

PW1 Maniraj

Claimants side documents PW1 :

Ex.P1 First information report

Ex.P2 Charge Sheet

Ex.P3 Rough Sketch

Ex.P4 MVI report (TN 38 CH 3564)

Ex.P5 MVI report (TN 43 P 7689)

Ex.P6 Accident Register Copy

Ex.P7 Wound Certificate

Ex.P8 Discharge Summary

Ex.P9 Medical Bill for Rs.28,159/-

Ex.P10 Aadhar card of the injured

Ex.P11 Pan card of the injured

Ex.P12 Bank Passbook of the injured

Ex.P13 Details of Hospital Bills

Respondents side witnesses : Nil

Respondents side documents : Nil

Special District Judge,
Special District Court No.II to deal
with MCOP cases, Coimbatore.

FAIR ORDER

MCOP : 134/2025

DATE :06.08.2026

SDJ II, CBE.

