

SPECIAL DISTRICT COURT NO II TO DEAL WITH MCOP CASES,
COIMBATORE.PRESENT: THIRU. R.T.S. KANNAN, B.A., B.L.,
SPECIAL DISTRICT JUDGE,
Friday, the 19th Day of June 2026**Motor Accidents Claim Original Petition.572/2025****CNR No. TNCB27-000349-2025**

(a)	Name and address of the Claimant (s)	R. Abilash, S/o. Ramesh, Hindu, aged about 21 years, residing at Door No.17/3A. Vanjima Nagar South, Jothipuram, Coimbatore-641 047.
(b)	Name and address of the Respondent (s)	1. R. Jebaraj, S/o. Rajaiah, Hindu, aged about 45 years, residing at Door No. 39, 4 th Street, Sivananthapuram, Saravanampatti, Coimbatore – 641 035. 2. United India Insurance Company Limited, having regional office at No. 178, Dr. Nanjappa Road, Coimbatore – 641 018.
(c)	Name and address of the Insurance company	United India Insurance Company Limited, having regional office at No. 178, Dr. Nanjappa Road, Coimbatore – 641 018.
(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	21.11.2019
(f)	Date of award	19.06.2026
(g)	Amount of award	Rs.7,26,371/-
(h)	Interest rate applicable	7.5% per annum
(i)	Date (s) from which interest is payable	21.11.2019
(j)	Costs, if any	Stamp on petition - Rs. 20.00 Stamp on Vakalath - Rs. 10.00 Court fee - Rs. 6,636.00 Advocate fee - Rs. 15,763.00

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		Total = <u>Rs. 22,429.00</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.7,26,371/- 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.
l)	In cases where there are several Claimants, the shares and amounts payable to each of them shall be specified.	The 2 nd respondent, as directed above, deposit the amount of Rs.7,26,371/- in the name of Claimant.
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 cost to the bank accounts of the claimant within 30 days from the date of production of his bank account details and also 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.	21.06.2024 - 21.03.2025
(p)	Balance of Court fee	The Claimant is directed to pay the court fee of Rs.6,636/- 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.
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R. Abilash

...Claimant

-Vs-

1. R. Jebaraj

2. United India Insurance Company Limited

...Respondents

This petition was transferred from the file of the Chief Judicial Magistrate Court, Coimbatore and its original number was MCOP No. 73/2020. Thereafter it was renumbered as MCOP No.572/2025. This petition came up on 09.06.2026 for final hearing before me in the presence of Thiru.P.M.Singaravel learned counsel appearing for the Claimant and Tmt.P.Geetha, learned counsel appearing for the 2nd Respondent, the 1st Respondent was set exparte and upon hearing the arguments on both sides 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.13,00,000/- for the injuries sustained by the claimant in road accident occurred on 03.11.2019.

1) The Claim petition in brief states as follows:

On a fateful day i. e., on 03.11.2019 at about 07.00 AM the claimant was riding his motorcycle Yamaha R15 bearing registration No. TN 40 R 3098 on Kovai to Trichy main road. At that time, near Kaaranampettai four road junction the Honda Passion Plus bearing Registration No. TN 38 AK 2083 drove by the 1st respondent coming from petrol bunk from west to east direction in a rash and negligent manner hit against the claimant. Due to the accident the claimant sustained grievous injuries and taken to Coimbatore Medical College Hospital for treatment and admitted as an in-patient from 03.11.2019 to 07.11.2019. At the time of accident the injured was aged about

21 years and he was working as Technician in Kovai Hyundai and earning Rs.15,000/- per month. After the accident the injured is unable to do his day to day work and the claimant is the only breadwinner of the entire family. The 1st respondent is the driver cum owner of the offending vehicle. The 2nd respondent is the insurer of the offending vehicle. A criminal case was registered in crime No.1197/2019 for the offences punishable under section 279 and 337 of IPC on the file of Palladam Police Station. Therefore the respondents 1 and 2 are liable to pay compensation to the claimant a sum of Rs.13,00,000/-.

2) The counter of the 2nd Respondent briefly states as follows:

The 2nd Respondent denied the case of the claimant. They also deny the manner of the accident as described by the Claimant including the age, income and occupation of the deceased. In any event the claim sought by the claimant is too high and fanciful.

Further, the respondent states that there was absolutely no rashness or recklessness or negligence on the part of the 1st respondent in driving the motorcycle TN 38 AK 2083 on the date of the alleged accident. The alleged injuries said to have been sustained by the claimant have been completely cured on treatment and the petitioner has restored to his original physical condition. He is continuing his employment as usual.

3) Points for consideration:

i) Whether the accident occurred due to rash and negligent driving of the 1st respondent who was driving the vehicle belonging to him?

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

iii) What would be the quantum of compensation ?

4) On the side of the Claimant, examined himself as Pw1 and marked Ex.P1 to Ex.P19. On the side of the Respondents no one is examined and no documents

were marked.

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

6) Point No.1

The claim petition is filed under section 166 of the Motor Vehicles Act. It is needless to emphasize that, the rash and negligence, in motor accident cases, is to be decided based on the preponderance of probability as it is a well settled principle. Hence, this case is also dealt based on the principle of preponderance of probability.

According to the Claimants, On 03.11.2019 at about 07.00 AM the claimant was riding his motorcycle Yamaha R15 bearing registration No. TN 40 R 3098 on Kovai to Trichy main road. At that time, near Kaaranampettai four road junction the Honda Passion Plus bearing Registration No. TN 38 AK 2083 drove by the 1st respondent coming from petrol bunk from west to east direction in a rash and negligent manner hit against the claimant. Due to the accident the claimant sustained grievous injuries and taken to Coimbatore Medical College Hospital for treatment and admitted as an in-patient from 03.11.2019 to 07.11.2019.

Though the 2nd respondent pleaded that, the injured was the cause for the accident, failed to take any steps to prove the same. The driver namely the 1st Respondent was not examined.

Further the Claimant also marked Ex.P1 to Ex.P19 including the FIR (Ex.P1) and Rough sketch (Ex.P4) to show that the 1st Respondent alone drove the offending vehicle in a rash and negligent manner. In such circumstances in the absence of any contra evidence from the side of the 2nd Respondent (Insurance company) this court comes to a conclusion that the accident caused by the 1st Respondent while he was driving the vehicle belonging to him in a rash and negligent manner.

7) Point No.2

The accident caused due to a rash and negligent driving of the vehicle 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 2nd respondent is the insurer of the vehicle is not disputed and it has valid insurance policy also not disputed. Further the 1st respondent also having valid driving license as per Ex.P6.

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

8) 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 21 years. As per Aadhar card (Ex.P13) the age of the claimant is 21 years. As per the Discharge summary (Ex.P8) the claimant was treated as inpatient from 03.11.2019 to 07.11.2019. Towards medical treatment he spent Rs.18,371/- as per Ex.P11. The claimant also appeared before medical board and obtained Disability certificate dated 25.06.2025. Wherein his disability was described as Visual disability and permanent in nature and the percentage of disability is 30 %.

The learned counsel for the 2nd respondent would submit that, the visual disability to the claimant was not due to the accident but he sustained it earlier than the accident. While giving careful consideration for her submission, this court perused the Discharge summary and the Disability Certificate dated 25.06.2025 issued by Medical Board of Government Coimbatore Medical College Hospital, it is clear that he sustained injury namely “Left Frontal bone fracture” due to which he lost vision on his left eye.

The loss of vision, in his left eye upto 30% as per Disability Certificate, certainly a functional disability for the claimant who completed Diploma in Auto Mobile Engineering as per Ex.P18. In addition to that the claimant also undergone technical training in Hyundai Technical Training Academy, Chennai as per Ex.P19. Therefore the claimant who needs to carryout such precise and complicated work while dealing with auto mobile definitely will find difficulty to carryout his job as before the accident with the 30% Visual Disability. Therefore this court takes the multiplier method to arrive at a just and fair compensation.

As per the multiplier method loss of earning power of the claimant is as follows :

According to his age (21 years) multiplier is 18.

His income is taken as Rs.10,000/- as declared by him in his proof affidavit along with the salary statement Ex.P16.

The claimant had spent Rs.18,371/- towards medical expenditure as per Ex.P11. Hence, the compensation to the claimant is awarded in the following heads.

S.No.	Heads	Amount awarded by this court in Rs.
1.	Towards loss of income upon permanent visual disability 30 % (Rs.10,000 X 12 X 18 X 30/100)	Rs. 6,48,000/-
2.	Pain and sufferings	Rs.25,000/-
3.	Medical bills (Ex.P11)	Rs.18,371/-
4.	Attendant charges (5 days X 500)	Rs.2,500/-
5.	Future medical expenses	Rs.25,000/-
6.	Transport charges	Rs.7,500/-
	Total	Rs.7,26,371/-

9) 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 – R. Abilash

Acc. No. 170801000038702

IFSC - IOBA0001708

Award amount - Rs.7,26,371 /-

(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 them in this case and the same shall be informed to this court in writing.

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

(iii) The Claimant is directed to pay the court fee of Rs.6,636/- 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) 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 claimants in this case. Therefore, the claimants are 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.**”

(v) 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 claimants alone, the insurance company shall transfer the award amount to the Claimant. If any award amount transferred by the insurance company to the claimants 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 Claimants. As soon as the claim amount is deposited in the claimants bank account, he or his counsel shall file full satisfaction memo in the above case.

(vi) 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 19th day of June 2026.

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

Claimants side witnesses :

Pw.1 Claimant

Claimants side documents :

Ex.A1 Certified copy of First Information Report

Ex.A2 Certified copy of Final report

Ex.A3 Certified copy of Observation mahazar

Ex.A4 Certified copy of Rough sketch

Ex.A5 Certified copy of MVI report (TN 40R 3098)

Ex.A6 Certified copy of MVI report (TN 38 AK 2083)

Ex.A7 Certified copy of Accident Register

Ex.A8 Discharge summary

Ex.A9 CT Scan Report of the claimant

Ex.A10 CT Scan Report of the claimant

Ex.A11 Medical bills of the Claimant (Rs.18,371/-)

Ex.A12 Judgment directed to the 1st Respondent to pay fine

Ex.A13 Xerox copy of Aadhar Card of the Claimant

Ex.A14 Xerox copy of Bank Pass book of the Claimant

Ex.A15 Xerox copy of PAN Card of the Claimant

Ex.A16 Xerox copy of Salary Statement of the Claimant

Ex.A17 Xerox copy of Birth of the Claimant

Ex.A18 Xerox copy of Course Completion Certificate

Ex.A19 Xerox copy of Hyundai Technical Training Certificate

Respondents side witnesses and Documents : Nil

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

FAIR ORDER

MCOP : 572/2025

DATE :19.06.2026

SDJ II, CBE.