Motor Accidents Claims Tribunal
Principal Subordinate Court, Kumbakonam

Present: ***Thiru.M. Ziavur Rahuman, B.A., B.L.,***
Principal Subordinate Judge,

This Saturday, 04th day of July 2026
(Aani - 20, Sri Parabava Varudam Thiruvalluvar Aandu 2056)

Motor Accidents Claims Original Petition No. 239 of 2022
CNR No:TNTJ1A-001-126-2022

Kaveri,
W/o.Samiayya,
No.2/44, Anna Nagar,
Sundraperumal Koil, Kumbakonam Taluk,
Thanjavur District. ...Petitioner

-Vs-

1. P.Muthuvaithiyalingam,
   S/o.Balasubramanian,
   No.94,Nanayakaratheru, Kumbakonam Taluk,
   Thanjavur District.

2. Branch Manager,
   National Insurance Company Ltd.,
   No.62, T.S.R. Big Street,
   Kumbakonam. ….Respondents

This petition is came up before me for final hearing today in the presence of Mr.N.Sivakumar, Counsel appearing for the Petitioner and Mr.M.Murali, Counsel appearing for the 2nd respondent and Mr.J.Thulasiraman, Counsel appeared for the 1st respondent but he did not filed counter and set exparte on 01.11.2023 and upon perusing the entire records of the case, having stood over for consideration till this date, this Tribunal pronounces the following…

ZIAVUR RAHUMAN M
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Date: 2026.07.04 18:08:11 +0530

ORDER

1. This petition has been filed under Section 140, 141, 163 and 166 of the Motor Vehicles Act, seeking for compensation of Rs.10,00,000/- for the injuries sustained by the Petitioner in a motor vehicle accident.

2. **The averments made in the petition are briefly as follows:**

On 19.04.2022 at about 10.30 P.M. while the petitioner was went from Sri Bavan Hotel after completed her work and returned to home along with her husband from west to east direction near Sundraperumal koil bus stop, at that time the 1st Respondent's vehicle bearing Reg. No. TN-68-M-8780 driven by its rider in a rash and negligent manner endangering the public safety and hit behind the petitioner. By the accident the petitioner had sustained multiple and grievous injuries. The petitioner had took treatment in Government Hospital Kumbakonam thereafter she has been admitted in same hospital as inpatient. The accident has occurred only due to the rash and negligent riding of 1st respondent's driver. Therefore, the 1st respondent is the owner of the vehicle bearing Reg. No. TN-68-M-8780 and the 2nd respondent is the insurer of the same, both are statutorily and vicariously liable to pay compensation to the petitioner with all interest and costs from the date of this petition till the date of realization.

3. **The averments made in the counter filed by the 2nd respondent are briefly as follows:**

The allegations on the petition are hereby denied except those that are specifically admitted hereunder and the petitioner is put to strict proof of the same. This respondent denies that the vehicle alleged to have been involved in the accident viz TN-68-M-8780 Passion Pro Motor cycle was insured with this respondent and the policy was in force on the alleged date of accident. That the petitioner proves that the above said vehicle Hero Honda Passion Pro motor cycle TN-68-M-8780 was the one which was involved in the accident and that there was valid insurance cover for the said motor cycle on the date of the accident, this respondent is not at all liable to pay any compensation to the petitioner since the first Respondent has violated the policy conditions. The 1st respondent knowing fully well the conditions of the policy without having valid licence to drive his vehicle has driven his motor cycle on the date of the accident. The M.V.I. report of the said vehicle would show that the said vehicle was driven by a person having no licence. The 1st respondent who drove the motor cycle without licence has paid for driving the motor cycle without licence. The 1st respondent as per the policy conditions ought not to have driven his vehicle without a valid licence to drive his vehicle. The 1st respondent being the owner of the vehicle has intentionally, knowing fully well all the conditions of the policy has violated the terms and conditions of the policy. This is a fundamental breach of policy. Therefore this respondent is not at all liable to indemnify the insured, the first Respondent. On 19.04.2022 at about 10.30 P.M the first respondent who was driving the motor cycle bearing registration No.TN-68-M-8780 was driving his vehicle in a normal speed with utmost care and caution on the Main Road, Sundaraperumalkoil from west to cast. He was driving the vehicle with utmost care and caution by following the traffic rules. While he was proceeding so, near bus stop, the petitioner who was proceeding on the road by walk along with two other persons on the same direction, was not at all concentrating on the road. The petitioner forget that she is proceeding in a busy road. The petitioner without noticing the proceeding motor cycle coming behind suddenly in a rash and negligent manner, without giving any signal, attempted to cross the road and came to the middle of the road. The 1st respondent who was driving the motor cycle on seeing the lady and other two, suddenly coming to the middle of the road, in a very short distance, suddenly applied the brakes and tried to negotiate the vehicle. In spite of the good efforts taken by the first respondent who drove the motor cycle TN-68-M-8780, the accident could not be averted. The petitioner has not taken care while crossing the main road. The petitioner was the sole reason and was contributory negligent for the accident. The 1st respondent who drove the motor cycle TN-68-M-8780 was not at all responsible for the accident. This respondent does not admit the age, avocation and monthly income of the petitioner. It is false to state that she is doing coolie work and is earning Rs 20,000/- per month. All these are invented only for the purpose of the case. The above application is devoid of merits. Hence, the petition has to be dismissed against the 2nd respondent with cost.

4. The point for consideration in this petition are as follows:

(1) Whether this accident has occurred due to the rash and negligent driving of the driver of the vehicle bearing Reg. No. TN-68-M-8780?

(2) Who is liable to pay compensation to the Petitioner?

(3) Whether the Petitioner is entitled to compensation? and if so, what is the quantum?

5. On the side of the Petitioner, one witness has been examined as P.W.1 and 10 documents have been marked as Ex.P1 to Ex.P10. On the respondents side two witnesses have been examined as R.W.1 and R.W.2 and Ex.R1 is marked. The Disability Certificate issued by the Joint Director of Health Services, Thanjavur @ Kumbakonam is marked as Ex.C1.

6. Answer to Point No.1:

(i) Both side heard. Entire case records perused.

(ii) It is the case of the petitioner that, on 19.04.2022 at about 10.30 P.M. while the petitioner was went from Sri Bavan Hotel after completed her work and returned to home along with her husband from west to east direction near Sundraperumal koil bus stop, at that time the 1st Respondent's vehicle bearing Reg.

No. TN-68-M-8780 driven by its rider in a rash and negligent manner endangering the public safety and hit behind the petitioner. The petitioner has stated that due to the accident the petitioner had sustained multiple and grievous injuries. Further the petitioner has stated that the accident has occurred only due to the rash and negligent riding of 1st respondent's driver. Therefore, the 1st respondent is the owner of the vehicle bearing Reg. No. TN-68-M-8780 and the 2nd respondent is the insurer of the same, both are statutorily and vicariously liable to pay compensation to the petitioner with all interest and costs from the date of this petition till the date of realization.

(iii) To prove the case of the petitioner, she has been examined as P.W.1 and she reiterated the petition averments in her affidavit. The petitioner has specifically deposed that the accident was occurred due to the rash and negligent act of the driver of the vehicle bearing Reg. No. TN-68-M-8780. She has also filed the copy of F.I.R. and the same is marked as Ex.P1. As seen from Ex.P1 copy of F.I.R. the alleged accident involved in this case, a criminal complaint was lodged before Swamimalai Police Station, Thanjavur District and a F.I.R has been registered in crime No.204/2022 U/s 279, 337 of I.P.C. Therefore it is clear that the alleged accident was took place only due to the rash and negligent riding of the rider of the vehicle bearing Reg. No. TN-68-M-8780. The said F.I.R has not been quashed till now. Hence this Tribunal comes to the conclusion that the accident has occurred due to the rash and negligent riding of the rider of the vehicle bearing Reg. No. TN-68-M-8780.

(iv) The Point No.1 is answered accordingly.

7. Answer to Point No.2:

(i) In Point No.1, it has been found that the accident has occurred only due to the rash and negligent riding of the rider of the vehicle bearing Reg. No. TN-68-M-8780. Under such circumstances, the fixation of liability to pay the compensation is necessary.

(ii) The petitioner has mentioned in their petition that the 1st respondent's motorcycle was insured with the 2nd respondent under Policy No. 64040131226260000018 valid from 11.04.2022 to 10.04.2023. The date of accident is 19.04.2022. The copy of insurance policy is marked as Ex.P6. Therefore, it is considered that the said 1st respondent's motorcycle bearing Reg. No. TN-68-M-8780 had a valid insurance policy issued by the 2nd respondent at the time of the accident.

(iii) It is the specific case of the 2nd respondent that the rider of the motorcycle bearing No. TN-68-M-8780 did not possess valid driving licence at the time of accident and hence, the 1st respondent has violated the policy conditions. In this regard, the R.W.1 who is the junior assistant of RTO, Kumbakonam has categorically stated that in his chief examination as follows **"TN-68-M-8780 என்ற இருசக்கர வாகனம் எங்கள் அலுவலகத்தில் மோட்டார் வாகன ஆய்வாளரால் குற்ற எண்.204/2022 சுவாமிமலை காவல் நிலையம் கொடுத்த கடிதப்படி 19.04.2022 நடந்த விபத்து சம்மந்தமாக ஆய்வு செய்தார். 09.05.2022-ல் மோட்டார் வாகன ஆய்வாளர் ஆய்வு செய்தார். அந்த ஆய்வு அறிக்கை தான் ம.சா.ஆ.4 ஆகும். அந்த ஆய்வு அறிக்கையில் காலம் 21-ல் ஓட்டுனர் உரிமம் இல்லை என்று குறிப்பிடுவதற்கு பதிலாக காப்பீடு இல்லை என தவறுதலாக பதிவு செய்யப்பட்டுள்ளது. அந்த ஆய்வாளர் அறிக்கையில் ஓட்டுனர் உரிமம் இல்லை என்பதற்காக ரூ.5,000/- அபராதம் செலுத்தப்பட்டதாக குறிப்பு உள்ளது".** Further as seen from Ex.P4 M.V.I. report of the vehicle bearing No. TN-68-M-8780, it is found that in column 21 would clearly reveals that the rider of the said vehicle namely Muthuvaithyalingam who is the 1st respondent/driver herein did not have valid driving license and thus paid fine amount of Rs.5,000/- at RTO Check Report No.B144281 dated 09.05.2022. Thus it is clear that the rider of the motorcycle bearing TN-68-M-8780 did not have valid driving licence at the time of accident. Thus it is crystal clear that the terms of the policy is violated.

(iv) (ii) It is significant to note that the 2nd respondent has specifically admitted that at the time of accident motorcycle bearing TN-68-M-8780 is having valid insurance policy. The copy of policy certificate for the vehicle TN-68-M-8780 is marked as Ex.R1 which reveals that the policy is in force at the time of accident. Further it is clear that the petitioners in both cases are 3rd parties to the said policy. Hence the 2nd respondent herein is being the insurer of the alleged vehicle involved in the accident to indemnify the 1st respondent and liable to pay compensation to the petitioners. Further it is clear that the rider of the alleged two wheeler did not have any valid licenses at the time of accident and he has paid fine for non possess the driving license. Therefore the 2nd respondent side has contended that since the policy terms and conditions are violated, the 2nd respondent is not liable to pay compensation. In support of his contention the 2nd respondent side has relied on the judgment in Manager, SBI General Insurance Company Ltd., Vs. Tamilsevli and others reported in 2026 (1) TAN MAC 306 (DB). In the said judgment the Division Bench of Hon'ble Madurai Bench of Madras High Court has categorically held that as follows "**Motor Vehicles Act 1988 (59 of 1988), Sections 149 & 150 [as amended by Act 32 of 2019 w.e.f. 1.4.2022] – Violation of Policy condition – Order directing Pay and Recover – Legality of – Effect of 2019 Amendment w.e.f. 1.4.2022 – Applicability of amended provisions – Accident though occurred post-amendment on 19.8.2023, Policy of Insurance issued on 30.3.2022, prior to amendment and valid until 29.3.20274 – Therefore, provisions existing on date of issuance of Policy alone applicable – Amended provisions not applicable – Tribunal rightly ordered pay and recover – No infirmity or illegality in Order passed by Tribunal.**

Section 149 & 150 of MV Act 1988 (as amended by Act 32 of 2019) effect of amendment – legislature specifically deleting proviso for pay and recovery – Duty of court to act in accordance with intent of legislature – Court cannot read anything in to statutory provision that is plain and unambiguous – Legislative causes omissus cannot be supplied by judicial interpretation – S.C. in Shiv Sakthi squarely applicable.

(v) From the above judgment it is clear that the concept of pay and recovery now deleted by amendment act of 2019 and with effect from 01.04.2022 is confirmed. Thus it is clear that now the pay and recovery should not be ordered after the amendment. Here the case in hand the accident was took place on 19.04.2022 which the date after the amendment came in to force that is on 01.04.2022. The Ex.R1 – Insurance policy also issued on 11.04.2022 after the commencement of the amended act. Therefore this Tribunal is decided that the 2nd respondent herein is not liable to pay compensation to the petitioners even though policy is in force since the terms and conditions are violated by way of allowed the juvenile person rode the vehicle. Therefore the owner of the vehicle bearing TN-68-AL-4698 is alone to pay the compensation to the petitioners.

(vi) The Point No.2 is answered accordingly.

8. Answer to Point No.(3):

(i) In the averments of the petition and in the evidence of P.W.1, the petitioner has stated that the injuries sustained by him in details. In order to prove the same the petitioner has filed the Accident Registers, Discharge summary and Wound certificate were marked as Ex.P2, Ex.P3 and Ex.P7.

(ii) On perusal of the above medical records, it is found that the petitioner had suffered with, **"# L Chich & # Radian".** Further, it is clear that the petitioner had taken treatment as inpatient from 19.04.2022 to 24.04.2022 in Government District Head Quarters Hospital, Kumbakonam as per the above said medical records. Further the petitioner has also referred to the medical board to assess her disability due to the accident. The copy of medical board report is marked as Ex.C1.

(iii) The Ex.C1 is the Disability Certificate issued by District Medical Board, Joint Director of Health Services, Thanjavur @ Kumbakonam and it shows that the percentage of the functional disability is 10**%**. Though the petitioner has stated that she was affected with functional disability due to the accident, she has not established the same by way of oral and documentary evidence. Hence, this tribunal has decided that the petitioner is not entitled for compensation under the head of functional disability and she is only entitled for compensation under percentage method.

(iv) Further, in the **Manager – Claims, M/s. IFFCO TOKIO General Insurance Company Limited Vs. Venkatesh and another (C.M.A.NO.4870/2019 and 28036/2019) decided on 09.01.2020**, the Honorable High Court of Madras has held that taking into consideration the raise in cost of living, it will be reasonable to award a sum of Rs.4,000/- per percentage for the accident of the 2014 and 2015 and Rs.5,000/- per percentage for the accident from the year 2017 on wards towards disability certified by the qualified doctor or medical board.

(v) Further in **Kalaiselvi Vs Manokaran and another (C.M.A.No.2722 of 2022) (Decided on 03.04.2024) the Hon'ble High Court of Madras** has fixed compensation by calculating the percentage method at the rate of

Rs.7,000 per percentage. Further in the said Judgment in para No.6 held as follows, **"The Division Bench of this court in CMA No.3334 of 2021 dated 15.06.2022 considering the raise in cost of index, has enhanced the rate of Rs.7,000/- for accidents that takes place after the year 2017. In view of the same this court is inclined to enhance the compensation by calculating per percentage at the rate of Rs.7,000/-".**

(vi) Further, as per the Judgment in **M.Revanth Kumar Vs. M/s. Sun-X-Concrete India Private Ltd., and another, (C.M.A.No. 13 of 2025) dated 10.01.2025 the Hon'ble High Court has fixed the sum of Rs.10,000/- per percentage of disability.**

(vii) Hence keeping in mind on the above said decisions of our Hon'ble High court, since the accident was occurred in the year of 2022 this Tribunal comes to the conclusion that the Petitioner has suffered disability of 10**%** and the Petitioner is entitled for just compensation for the injuries sustained by her as Rs.10,000/- per percentage is allowed. Hence the Petitioner is entitled for **Rs.1,00,000/-** (10 x 10,000) only as just compensation for the injuries sustained by her.

(viii) <u>Compensation for Pain and Sufferings:</u>

The Petitioner has sustained above said injuries and the petitioner had taken treatment as inpatient from 19.04.2022 to 24.04.2022 in Government District Head Quarters Hospital, Kumbakonam. Hence, the petitioner has taken totally inpatient treatment for 6 days. Hence, this Tribunal considers to award **Rs.15,000/-** as just compensation under the head of Pain and Sufferings.

(ix) <u>Transport Charges:</u>

The petitioner took treatment as inpatient at Government District

Head Quarters Hospital, Kumbakonam. Hence this Tribunal considering the place of accident and distance to hospital considers to award **Rs.5,000/-** will be just compensation under the head of Transport Charges.

(x) Extra-nourishment:

The Petitioner took treatment as inpatient at Government District Head Quarters Hospital, Kumbakonam. Hence this Tribunal decides to award **Rs.5,000/-** towards Extra-nourishment.

(xi) Attender Charges:

On perusal of records it is found that the petitioner took treatment as inpatient for 6 days and hence she is entitled for attender charges and this Tribunal decides to award **Rs.1,800/-** (6 days x Rs.300/-) towards Attender Charges.

(xii) Loss of Earning:

The petitioner has stated in her petition that she was doing coolie work and earned Rs.20,000/- per month at the time of accident. But in order to prove the employment and salary she has not produced any documentary evidence. Therefore, in the absence of material evidence fixation of notional income is necessary. As per the date of accident, the justifiable notional income is fixed as **Rs.10,000/-**. The petitioner in her petition and in his evidence stated that she is not able to continue her regular work because of the injuries sustained by her. Due to the above said injuries, the petitioner might not have done her work at least for one month during her treatment period. Hence this Tribunal is inclined to compensate a sum of **Rs.10,000/- (Rs.10,000 x 1 month)** towards loss of earnings during the period of treatment and recuperation.

(xiii) <u>Loss of Amenities:</u>

The petitioner has sustained the above said injury and because of that she could not perform her daily activity as like earlier to the accident. Hence, considering the facts and circumstances, nature of injury and other relevant factors this tribunal decides to compensate a sum of **Rs.5,000/-** towards future loss of amenities to the petitioner.

(xiv) **<u>CALCULATION</u>:**

1. Disability	:	Rs.	1,00,000/-
2. Pain and Sufferings	:	Rs.	15,000/-
3. Transportation	:	Rs.	5,000/-
4. Extra Nourishment	:	Rs.	5,000/-
5. Attender Charges	:	Rs.	1,800/-
6. Loss of Earnings	:	Rs.	10,000/-
7. Loss of amenities	:	Rs.	5,000/-
Total Compensation is fixed at	**:**	**Rs.**	**1,41,800/-**

(xv) The petitioner is entitled for a total compensation of **Rs.1,41,800/-** as just compensation for the injuries sustained by him in the above accident.

(xvi) The Point No.3 is answered accordingly.

9. In the result, this petition is partly allowed and a sum of **Rs.1,41,800/- (Rupees One Lakh Forty One Thousand and Eight Hundred Only)** is awarded as just compensation to the Petitioner with cost and interest at the rate of 7.5 percent per annum from the date of filing of the Claim Petition that is 11.07.2022 and 04.08.2022 till the realization payable by the 1st respondent**.** No interest for the

default period as per the orders if any. **The claim against the 2nd respondent is dismissed.**

10. The 1st respondent is directed to deposit the said amount to the credit of the bank account of this claim tribunal directly by NEFT OR RTGS mode within a period of two months from this order, and intimate the said deposit details to this tribunal with a copy of the said Bank advise. The 1st respondent shall provide details of the award amount, interest accrued, TDS payable separately, at the time of deposit, to this Tribunal as per the direction of Honourable High court in C.M.A.(MD)No.645 of 2019 and C.M.P.(MD)No.7926 of 2019, dated 21.12.2023. Thereafter, the said amount shall be made directly to the credit of the petitioner bank account.

This Tribunal Account particulars:

Principal Subordinate Court, Kumbakonam
MACTOP Account No.179701000999999,
I.O.B. Court Branch, Kumbakonam
E-mail ID. psckumbakonam@gmail.com

The Petitioner's Bank A/c, Aadhaar and Pan card details are given below: The Petitioner name is Kaveri

Bank name and Branch	Account No. and IFSC code	Adhaar card details	Pan card details
Indian Bank & Sundaraperumal koil	823524848 & --	3806 4924 4278	Not Furnished

In view of the direction issued by the Honorable Division Bench of the High Court of Madras in CMA No. 428/2016 dated 11.03.2016, **the petitioner is hereby directed to furnish the self attested copy of Pan card to this**

Tribunal within a period of one month from to-day without fail. The petitioner has paid a sum of **Rs.100/-** towards Court fee. As per this award, the Court fee is **Rs.791/-.** The Advocate fee is fixed at Rs.**10,590**/-.

Other necessary particulars:

Date of Presentation of petition	-	11.07.2022 & 04.08.2022
Date of taken up on file	-	05.08.2022
Compensation claimed in the M.C.O.P.	-	Rs.10,00,000/-
Compensation awarded in this petition	-	Rs.1,41,800/-
Court fee paid along with the petition	-	Rs.100/-
Court fee payable on the award amount	-	Rs.791/-
Additional court fee shall be paid	-	Rs.691/-

That the 1st respondent do pay to the petitioner a sum of **Rs.11,391/-** towards the costs of this petition.

Cost List for the petitioner

STATEMENT OF COSTS						
For the petitioner					For the 1st respondent	
		Rs.		P.	Rs.	**P.**
Stamp on petition	-	791	.	00	-	-
Stamp on Vakalat	-	10	.	00	10	00
Advocate fees		10,590	.	00	-	-
Costs allowed	-	11,391	.	00	-	-

The direction regarding copy of the Judgment and decreetal order prepared under Sub rule 6 of Rule 20 of TNMAC Rules, 1989, and Honble Madras High Court's communication in R.O.C.No.390-A/2014/F1 dated 13.02.2014 are obediently followed. And further it is informed that, as per the direction of the Honorable High Court, as far as this claim Petition is concerned, Decree is not drafted separately. And in the award, instead of drafting the decree, necessary details have been incorporated in this claim Petition's order.

This order has been dictated by me to the Steno typist, typed by him in the computer directly, corrected and pronounced by me in the open Court, on this Saturday, the 04th day of July 2026.

ZIAVUR RAHUMAN M

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Date: 2026.07.04 18:09:17 +0530

Motor Accident Claims Tribunal,
(Principal Subordinate Judge)
Kumbakonam.

Petitioner's side Witness:

P.W.1 : Tmt.Kaveri

Petitioner's side Documents:

Ex.P1	Copy of F.I.R. dated 20.04.2022
Ex.P2	Copy of accident register dated 19.04.2022
Ex.P3	Discharge summary dated 24.04.2022 (Original)
Ex.P4	Copy of M.V.I report (TN-68-M-8780) dated 09.05.2022
Ex.P5	Copy of 1st respondent’s vehicle (TN-68-M-8780) R.C. dated 10.12.2014
Ex.P6	Copy of 1st respondent’s vehicle (TN-68-M-8780) insurance policy dated 10.04.2022
Ex.P7	Copy of wound certificate dated 16.09.2024
Ex.P8	Copy of petitioner’s bank pass book front page
Ex.P9	Copy of petitioner’s aadhar card
Ex.P10	X-ray (Original)

Respondents Side Witnesses:

R.W.1 – Thiru.Ravi
R.W.2 – Thiru.Vignesh

ZIAVUR RAHUMAN M

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Date: 2026.07.04 18:09:21 +0530

<u>Respondents side documents</u>:
Ex.R1 - Copy of insurance policy (TN-68-M-8780)

<u>Court Documents</u>:
Ex.C1 : Disability Certificate issued by Medical Board.

ZIAVUR RAHUMAN M
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Date: 2026.07.04 18:09:26 +0530

Motor Accident Claims Tribunal,
(Principal Subordinate Judge)
Kumbakonam.

MCOP.239/2022
Dt:04.07.2026
D.O.C/F.O.C