IN THE COURT OF THE V JUDGE, COURT OF SMALL CAUSES, CHENNAI

(MOTOR ACCIDENTS CLAIMS TRIBUNAL)

PRESENT: Tmt. M. SHAKKIRA BANU, M.A.M.L.,MHR.,PGDHRM.,PGDIPR.,DLLAL.,

V Judge

Wednesday, this the 08th day of July 2026

MCOP No.460/2022

CNR No.TNCH09-001479-2022

S. Kuppusamy,
aged about 18 years,
S/o. Sekar,
No.12, Kamarajar Salai,
Mettukuppam, Nerkundram
Chennai - 600 107

…Petitioner

Vs.

1.D. Kasi,
No.2, Balavinayagar Nagar,
Indira Gandhi street, Nerkundram,
Chennai - 600 107.

2. The New India Assurance Co. Ltd.,
Motor Third Party Cell,
6th floor, Bombay Mutual Building,
No.252, NSC Bose road,
Chennai - 600 001.

3. Kotak General Insurance Co. Ltd., **(Deleted)**
Motor Third Party Cell,
No.402 L, Samson Towers, 5th floor,
Pantheon Road, Egmore,
Chennai - 600 008. …Respondents

(*3rd respondent deleted. Amended as per order in MP No. 02/2025 dated.04.01.2025)

This petition came up on **24.06.2026** for final hearing before me in the presence of **Mr. P. Cheralaadhan** Counsel for the petitioner and **Mr.R.V. Sivaraj** Counsel for the 2nd respondent and M/s. Stanley John, J.B.Hepshibah Jeyanthy and M.Kumar Counsel for 3rd respondent and first respondent called absent set exparte and upon hearing first and second respondent sides, petitioner side written arguments and on perusing the case records and having stood over for consideration till this date, this court delivered the following.

AWARD

This petition has been filed under Section 166 of Motor Vehicles Act,1988 claiming a compensation of **Rs.16,00,000/-** with interest and costs.

1. Brief averments in the petition:

The petitioner submitted that on 02.08.2021 at about 21.15 hrs while the petitioner was pillion rider in motorcycle bearing Reg. No. TN 02 BR 0904 along 1st main road, Maduravoyal MMDA colony from south to north direction while he was proceeding near Tamilnadu Mercantile Bank ATM, the rider of the motorcycle drove it in a speed, rash and negligent manner and suddently applied the brakes due to which the petitioner fell down and sustained grievous injuries. The above accident occurred only due to rash and negligent manner of the first respondent bike rider. Hence, the 1st respondent being owner and 2nd respondent being insurer of that motorcycle both are liable to pay compensation to the petitioner.

2. Brief Averments in the Counter of the 2nd Respondent

The second respondent denied all the allegations made in the claim petition and petitioner is put to strict proof of the same except those that are specifically admitted in the counter. The respondent submit that the first respondent had taken a bundled policy bearing number 71010031190800007461 for his motorcycle TN 02 BR 0904 own damage cover valid from 23.07.2019 to 22.07.2020 and third party cover valid from 23.07.2019 to 22.07.2024. Therefore the second respondent has issued only a liability only policy. Being an act only/liability only policy for his motorcycle it does not cover for the pillion rider for petitioner. So the second respondent is not liable to pay compensation to the petitioner. The second respondent further stated that the first respondent has not paid premium for coverage for its pillion rider. Without prejudice the second respondent denied the manner of accident. The second respondent respectfully states that the first respondent has allowed his son Mr. Kannan(minor) aged about 16 years to ride is motorcycle his son did not hold a valid driving license. Hence second respondent is not liable to pay any compensation to the petitioner on behalf of the first respondent. There was an unexplained delay of one day in lodging the FIR, creating doubt regarding the manner of the accident. The respondent denied the age, occupation and income of the petitioner, the place, date and time of accident. Further denied the injury, period of treatment, alleged disability. If any award passed the rate of interest shall be at 6% per annum. Hence prayed for dismissal.

3. <u>Evidence:</u>

The petitioner was examined as PW1 and marked Ex.P1 to Ex.P7. On the 1st and 2nd respondent side, insurance company official was examined as RW1 and marked Ex.R1 to Ex.R4.

4. <u>Points for determination :</u>

1)	Whether the accident occurred due to the rash and negligent driving of the 1st respondent motorcycle rider?
2)	Whether the 1st respondent motorcycle rider was having

	valid driving license and whether the said vehicle was covered under valid insurance and proper documents, as contemplated under the M.V. Act at the time of accident?
3)	Whether the petitioner is entitled to get compensation? If so, what should be the quantum of compensation, and by whom it is payable?

5. Point No.1:

It is pertinent to note that with regard to the accident, police complaint was lodged by petitioner father namely Sekar to Koyambedu Traffic investigation wing and Ex.P1 FIR was registered in Crime No.129/2021 U/s. 279 and 338 IPC against the 1st respondent Motorcycle rider. Ex.P1 FIR and Ex.P2 Accident Register establish that the petitioner sustained injuries in the said accident. On completion of investigation the police filed Ex.R2 final report against first respondent motorcycle owner u/s 5 r/w 180 MV Act and 199 MV Act (Amended Act 2019). On perusal of the Ex.R2 final report it could seen that since the motorcycle rider was a minor a separate final report is filed before the Juvenile Justice Board, Thiruvallur u/s 279, 338 IPC and 4 r/w 181(3) MV Act. Therefore it is clear that the rider of the vehicle had no driving license. Though the second respondent disputed the manner of the accident and contended that there was a delay of one day in lodging the FIR, no independent evidence has been adduced to prove that the accident occurred due to any reason. Mere delay of one day in registration of the FIR is not sufficient to reject the claim, particularly when the injured had to be provided immediate medical treatment. The first respondent remained exparte and has not entered the witness box or produced any evidence to rebut the allegations of rash and negligent driving. The evidence of RW1 2nd respondent company official relates only to the policy violations and does not disprove the manner of occurrence of the accident. The oral evidence of PW1 corroborates with the Ex.P1. There is no contra evidence regarding the occurrence of the accident. Hence, this Tribunal holds that the accident occurred due to the rash and negligent driving of the driver of the motorcycle bearing Registration No. TN 02 BR 0904. The point No.1 is decided accordingly.

6. <u>Point No.2:</u>

6.1 In this point it has to be ascertained whether the 1st respondent Motorcycle rider had valid driving license and valid insurance at the time of accident. The second respondent has contended that the rider of the motorcycle was a minor and did not possess a valid and effective driving licence and that the insurance policy issued in respect of the vehicle was only a liability policy and no additional premium was paid to cover the risk of the pillion rider. The second respondent examined RW1, an official of the insurance company and marked Ex.R1 to Ex.R4. Ex.R4 is the insurance policy containing the terms and conditions. Ex.R2, the Final Report, clearly establishes that the rider of the motorcycle was a minor and was not holding a valid driving licence on the date of the accident. The police have filed the final report against the owner of the vehicle under Sections 5 read with 180 and 199 of the Motor Vehicles Act for permitting a minor to ride the vehicle. A separate charge-sheet is also filed against the minor rider before the Juvenile Justice Board under Sections 279 and 338 IPC and Section 4 read with Section 181(3) of the Motor Vehicles Act. Therefore, it is proved that the rider had no license at the time of the accident.

6.2 With regard to the insurance coverage, Ex.P4, Ex.P5 and Ex.R4 shows that the motorcycle was insured under a bundled policy. However, the insurer has contended that no separate premium was collected for covering the risk of the pillion rider and, therefore, it is not liable to indemnify the owner. A perusal of Insurance copy Ex.R2 clearly shows that it is a bundled two wheeler

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policy, of the 1st respondent in respect of motorcycle bearing Reg.No. TN 02 BR 0904 vide policy No. 71010031190800007461 the OD cover was valid from 23.07.2019 to 22.07.2020 and Third party cover is valid from 23.07.2019 to 22.07.2024, the applicability of the coverage as mentioned in the policy is as follows: Section I (own damage) for 1 year from the risk start date. Section II(third party Liability) for 5 years from the risk start date. So it clearly reveals that the said policy is the bundled policy. The accident occurred on 02.08.2021 in the 3rd year of the policy. ***The Hon'ble Madras High court, in CMA No. 3882/25 and CMP No. 32704/25 in M/s. The New India Assurance Co. Ltd., VS M.Chelliah & Others as held @ para 14*** as follows:-

> *14. "In the instant case, as we had noted earlier, the policy was for Own Damage Coverage, for one year but for five years for Third Party Liability Coverage. The premium had also been paid for that particular period. Naturally, since the accident occurred within the Third Party Coverage period and since it was a Two-wheeler Bundled Policy, the insurance company is liable to pay the compensation. A Two-wheeler Bundled Policy also covers payment of compensation to occupants of the vehicle, including, in this case, the pillion rider of a two-wheeler. The insurance company cannot escape their liability by contending that the Own Damage coverage was only for one year, and that the accident occurred after the expiry of that particular one year. The third party liability extends for a period of five years. The accident occurred within that particular period. The premium had also been paid. We hold that since it is a Two-wheeler Bundled Policy, the Insurance Company is liable to pay the compensation".*

6.3 The above judgment squarely applies to the present case on hand that the policy is the Two-wheeler bundled policy and accident occurred after the expiry of one year. Whereas permitting a minor without license to ride the vehicle amounts to a breach of the policy conditions by the owner. However, such breach of policy conditions does not absolve the insurer from satisfying the award in respect of a third-party victim. The petitioner, being a pillion rider, is a third party to the contract of insurance and cannot be deprived of compensation on account of the breach committed by the insured. In such circumstances, the settled principle is that the insurer shall first satisfy the award in favour of the claimant and thereafter recover the amount from the owner of the offending vehicle in accordance with law. Accordingly, this Tribunal holds that the petitioner is entitled to compensation. The first respondent, being the owner of the offending motorcycle, is primarily liable. Since the vehicle was covered by a valid bundled insurance policy on the date of the accident, the second respondent insurance company is directed to pay the compensation amount to the petitioner in the first instance and is granted liberty to recover the same from the first respondent owner. Point No.2 is answered accordingly.

7. <u>Point No.3:</u>

The petitioner sustained head injury right occipital bone linear fracture and he has taken treatment at Rajiv Gandhi Govt Hospital on 02.08.2021 after the accident as per Ex.P2 Accident register. From Ex.P3 it could be seen that the petitioner is again admitted in Rajiv Gandhi Govt General Hospital, Chennai on 03.08.2021 and has taken inpatient treatment till 07.08.2021. The petitioner was not referred to the Medical Board for assessment of permanent disability and consequently no disability certificate has been issued. Further, no doctor has been examined to establish the nature and extent of any permanent disability arising out of the injuries. In the absence of medical evidence, this Tribunal is unable to determine or quantify any permanent disability. Therefore, the claim for compensation towards permanent/partial disability is not proved and no amount is awarded under this head. However, considering the grievous nature of the fracture, surgical treatment undergone, period of hospitalization and the resultant pain, discomfort and restriction during recovery, suitable compensation is awarded under other heads.

i) <u>Permanent/partial disability</u>

Since no medical evidence such as disability certificate has been issued, this Tribunal is unable to determine or quantify any permanent disability. Therefore, the claim for compensation towards permanent/partial disability is not proved and no amount is awarded under this head.

ii) <u>Pain and suffering</u>

A head injury right occipital bone linear fracture is an injury causing considerable pain and discomfort. The petitioner would have undergone acute pain at the time of the accident and throughout the period of recovery. Considering these aspects, this Tribunal awards a sum of **Rs.50,000/-** towards pain and suffering.

iii) <u>Medical Expenses</u>

The petitioner was treated at Government Hospital and not produced any medical bills. Hence no amount is awarded under this head.

v) <u>Attendant Charges</u>

During the treatment period a person would have assisted the petitioner and hence a sum of **Rs.20,000/-** awarded under this head.

vi) <u>Transport Charges</u>

Though the petitioner would have gone to hospital for few times, no transport bills are marked. However considering the treatment period, distance to hospital a sum of **Rs.15,000/-** is awarded under this head.

vii) <u>Loss of Income</u>

The petitioner stated that he was painter and earned Rs. 700/- per day. But no documents are marked to prove his income and nature of work. Hence, this court considering that his age was 18 at the time of accident and prevailed working atmosphere his notional income is fixed as Rs.16,500/-. Thereby the petitioner would have lost his income for one month. Hence this Tribunal is inclined to award **Rs.16,500/-** (1 x 16,500) under this head.

viii) <u>Loss of Amenities</u>

During the treatment time and in rest period certainly, he would have lost amenities by not able to perform his day-to-day activities and depending upon his family members. Hence under this head this Tribunal is inclined to award **Rs.15,000/-.**

ix) <u>Extra nourishment</u>

During the period of treatment and subsequent days he would have to take nutritious food to restore his body to normal condition. Hence under this head this Tribunal is inclined to award **Rs.15,000/-.**

The summing up of the award amounts under the various heads are as follows,

Part disability	Nil
Pain and Suffering	Rs. 50,000/-

Loss of Income	Rs. 16,500/-
Medical expenses	Nil
Attendant charges	Rs. 20,000/-
Transportation	Rs. 15,000/-
Loss of Amenities	Rs. 15,000/-
Extra Nourishment	Rs. 15,000/-
TOTAL	**Rs.1,31,500/-**

8. In the result, this petition is partly allowed and

(i)	An award of **Rs.1,31,500/-** (Rupees One Lakh thirty one thousand and five hundred only) is passed in favour of the petitioner with interest at 7.5% p.a. from the date of petition i.e., 02.02.2022 to till the date of payment with costs.
(ii)	There will be no interest for the default period if any.
(iii)	At time of accident the 1st respondent motorcycle rider had no driving license and hence pay and recovery ordered. The second respondent insurance company is directed to deposit the award amount at the first instance within two months and thereafter recover the same from the first respondent owner of the vehicle under section 174 of M.V Act.
(iv)	The compensation amount shall be deposited into this court Bank Account in the name of Registrar (MACT), Court of Small Causes, Chennai Account No. 7103261207 IFSC No. IDIB000M157 Indian Bank, Madras High Court Branch, Chennai within two months.

v)	Considering the long pending of this OP and age of the petitioner, on deposit the petitioner permitted to withdraw the entire amount on separate application.
(vi)	On petition for payment of the above said initial amount excluding, costs, Advocate fees and bank charges due and payable to the petitioner/claimant which shall be transferred to petitioner/claimant's bank account No. 062212010000170, Union bank, Valasaravakkam Branch,Chennai, IFSC UBIN0806226 through RTGS (or) NEFT.
(vii)	The petitioner has paid a sum of Rs. 375/- towards Court fee. As per this award, the Court fee is Rs.687.5/- The Advocate fee is fixed at Rs. 5630/-. The Additional Court fee of a sum of Rs.312.5/- shall be paid within 10 days.

Dictated by me to the Typist and she directly typed it in the computer after corrections pronounced by me in Open Court, on this the 08th day of July 2026.

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(M.SHAKKIRA BANU)
V Judge
COURT OF SMALL CAUSES
CHENNAI

Petitioner side witness: -

SL.No.	DATE	NAME OF THE WITNESSES	REMARKS
PW1	09.12.2025	Kuppusamy (petitioner)	Ex.P1-Ex.P7

Petitioner side exhibits: -

Sl No.	Date	Document Particulars	Document Type
Ex.P1	03.08.2021	First information report	Photocopy

Ex.P2	--	Accident register	Photocopy
Ex.P3	03.08.2021-07.08.2021	Discharge summary	Original
Ex.P4	--	Insurance policy of the first respondent vehicle (Bundle policy)	Photocopy
Ex.P5	--	Insurance policy of the first respondent vehicle(own Damage)	Photocopy
Ex.P6	--	Aadhar card of the petitioner	Photocopy
Ex.P7	--	Bank pass book of the petitioner	Photocopy

Respondent side witness:

SL.No.	Date	Name Of the Witness	Remarks
RW1	17.04.2026	Arumugarajan (insurance company official)	Ex.R1 to Ex.R4

Respondent side exhibits:

Sl No.	Date	Document Particulars	Document Type
Ex.R1	--	Authorization letter	Photocopy
Ex.R2	--	Final report	Photocopy
Ex.R3	--	MV report of the first respondent vehicle	Photocopy
Ex.R4	--	Insurance policy with terms and conditions (bundle policy)	Photocopy

Court Document:Nil

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(M. SHAKKIRA BANU)
V Judge
COURT OF SMALL CAUSES
CHENNAI

Other Particulars

Date of filing of the petition	02.02.2022
Date of Award	08.07.2026
Amount Claimed under Compensation	Rs.16,00,000/-
Amount Awarded as Compensation	Rs.1,31,500/-
Total Court Fees	Rs.687.5/-
The Court Fee already paid	Rs. 375/-
Balance Court Fee to be Paid	Rs.312.5/-

Costs List

Cost Particulars	**Amount**
Stamp duty for Award Amount	Rs. 687.5/-
Vakalath	Rs. 5.00/-
Preparation of Summon Batta Charges	Rs. 40.00/-
Advocate Fees	Rs. 5630/-
TOTAL	Rs. 6,362.5/- (Rounded off to Rs.6,363/-

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