BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL

(III COURT OF SMALL CAUSES, CHENNAI)

Present: Shri. M.DHARMAPRABU, M.A., M.L.,

III Judge, Court of Small Causes

Wednesday, the 12th day of August 2026

Motor Accidents Claims Original Petition No.946 of 2023

CNR NO : TNCH09-001378-2023

Mr. Sundaresan Chellam S/o. Chellam,
No.3(2), Pazhanisamy Nadar Theru, Kamuthi,
Ramanathapuram, Tamil Nadu – 623 603. …Petitioner

-Vs-

1. Joseph Lourdu Raja S/o. Alphonse,
No.5/59-162/9, Bishops House Brito Nagar,
Mellur Road, Sivagangai.

2. The New India Assurance Company Ltd.,
No.232, NSC Bose Road, Bombay Mutual Building,
6th Floor, Chennai – 600 001. …Respondents

Appearance:

M/s.S.Selva Kumar, Counsel appearing for the Petitioner.

1St Respondent: Set *exparte* on 19.09.2024.

M/s.B.Naveen Raja, Counsel appearing for the 2nd Respondent.

****

Upon perusing the entire records, I passed the following

AWARD

The Petition is filed seeking compensation of **Rs. 20,00,000/-** for the injuries sustained by the Petitioner in a motor accident.

2. Crux of the Petition:

The Petitioner was aged about 72 years running a coconut shop thereby earning Rs. 20,000/- per month. On 18.07.2020 at about 13.50 Hours, when the petitioner standing in the coconut shop in Kamuthi Muthumariamman kovil, Nadar Bazar, a motorcycle bearing registration number TN 63 AP 2938 ridden by its rider in a rash and negligent manner and dashed against the petitioner. The Petitioner sustained injuries in both bone fracture of left leg. The 1st Respondent is the owner and the 2nd Respondent is the insurer. A criminal case was registered in Crime No. 416 of 2020 by Kamudhi Police Station.

3. Crux of the Counter of 2nd Respondent:

Denied the averments contained in the Petition. Manner of the accident is denied. Age, income and occupation of the petitioner are denied. The claim of the petitioner is highly excessive. The accident occurred due to the negligence of the Petitioner who crossed the road suddenly without noticing the ongoing vehicle. Hence, the Petitioner is not entitled to compensation. The rider of the motorcycle was not having a valid driving license and the 1st Respondent permitted the driving of the vehicle without possessing driving license which is a violation of policy condition. Hence, the 2nd Respondent is not liable to indemnify the 1st Respondent. Therefore, the petition is liable to be dismissed.

4. Points to be considered:

1. On whose negligence, did the accident occur?

2. Whether the Petitioner is entitled to compensation? If so, to what quantum?

3. Which of the Respondents is liable to pay compensation?

5. On the side of the Petitioner, the Petitioner's father was examined as PW1 and Ex.P1 to P9 were marked. On the side of the 2nd Respondent, an application under Section 170 of the MV Act was filed and allowed. However, no oral and documentary evidence was let in. The Petitioner's disability was assessed at 40% and The disability certificate was marked as Ex.C1.

DHARMAPRABU M

Digitally signed by DHARMAPRABU M
Date: 2026.08.12 14:36:22 +0530

6. Answer to Point No. 1:

The burden lies upon the Petitioner to establish that the accident occurred due to the rash and negligent riding of the rider of the motorcycle belonging to the 1st Respondent. Ex.P1 First Information Report was registered against the rider of the motorcycle. Ex.P9 is the final report filed against the rider of the motorcycle. The 1st Respondent remained *exparte.* The 2nd Respondent did not adduce any contra evidence insofar as the rash and negligence of the rider of the motorcycle. Accordingly, the point is answered.

7. Answer to point No. 2:

(a) The Ex.P2 is the discharge summary disclosing that the petitioner was admitted on 20.07.2020 and discharged on 29.07.2020 and the petitioner sustained fracture of both bones left leg lower 1/3rd. Ex.P3 is the Medical Bills for Rs. 1,04,250/- As per the Ex.C1 disability certificate, the disability was assessed at 40%. Therefore, the petitioner is entitled to compensation under various heads.

(b) The Petitioner did not adduce any evidence to show that the petitioner suffered any loss of earning capacity. Therefore, it is not a fit case to award multiplier method. The Hon'ble Madras High Court in ***M. Revanth Kumar v. M/s. Sun-X-Concrete India Pvt. Ltd. & Another,*** **C.M.A. No.13 of 2025, dated 10.01.2025**, awarded **Rs. 10,000/- per percentage** for an accident that occurred in the year **2022**. Subsequently, in ***M. Balaraman v. S. Suresh,*** **C.M.A. No.485 of 2026** and ***S. Sushanth v. M. Vijayakumar,*** **C.M.A. No.2124 of 2026**, both dated **10.07.2026**, the Hon'ble High Court held that awarding Rs. 5,000/- per percentage for an accident of the year 2017 was on the lower side and enhanced it to Rs. 7,000/- per percentage. Considering that the present accident occurred in **2020**, this Tribunal is of the view that awarding Rs. 9,000/- per percentage would be just and reasonable. Accordingly, for 40%, **Rs. 3,60,000/-** (40 × 9,000) is awarded towards **permanent disability.**

(c) The Petitioners contended that the Petitioner was doing coconut business and earning Rs. 20,000/- per month. However, except the oral testimony of PW1, no documentary evidence is adduced either to prove the avocation or the income of the Petitioner. Therefore, the claimed monthly income cannot be accepted. It is well settled that in the absence of satisfactory proof of income, the Tribunal has to determine the notional income on a reasonable basis. The Hon'ble Supreme Court in ***Syed Sadiq v. Divisional Manager, United India Insurance Co. Ltd.,*** **(2014) 2 SCC 735 : 2014 (1) TN MAC 459 (SC)** fixed the notional monthly income of a vegetable vendor involved in an accident of the year 2008 at Rs.6,500/-. Thereafter, the Hon'ble Division Bench of the Madras High Court in ***Andal and others v. Avinav Kannan and another,*** **2019 (1) TN MAC 54 (DB)** held that the notional income for subsequent years can be arrived at by applying the Cost Inflation Index in ***Syed Sadiq***. Applying the said principle, for the Assessment Year 2020–2021, the Cost Inflation Index is 301. Accordingly, the notional monthly income works out to Rs.15,167/-, which is rounded off to **Rs.15,000/-** per month, and the same is fixed as the monthly income of the Petitioner.

(d) Considering the nature of injuries and the period of treatment, the Petitioner could not have attended his avocation for at least three months. Hence, **Rs. 45,000/-** (15,000 × 3) is awarded towards **loss of income.**

(e) The Petitioner produced Ex.P3 Medical Bills for **Rs.1,04,250/-** and the same is awarded towards **Medical expenses.** Considering the fracture of both bone left leg and hospitalization, the petitioner would have endured pain and lost discomfort in day-to-day activities and therefore, towards **pain and suffering, Rs. 50,000/- and** towards **loss of amenities, Rs. 50,000/-** are awarded.

(f) Considering the nature of injuries and hospitalization and place of treatment and accident, **Rs. 30,000/-** is awarded towards **Transportation,**

DHARMAPRABU M
Digitally signed by DHARMAPRABU M
Date: 2026.08.12 14:36:33 +0530

Attendant's charges and Extra-nourishment expenses. A further sum of **Rs. 3,000/-** is awarded towards **damage to Clothes and Articles.**

(g) Accordingly, the compensation is determined as follows:

Sl. No.	Head	Amount (Rs.)
1.	Pain and Suffering	50,000/-
2.	Permanent Disability	3,60,000/-
3.	Medical Expenses	1,04,250/-
4.	Loss of Amenities	50,000/-
5.	Loss of Income	45,000/-
6.	Transportation, Attendant Charges and Extra Nourishment	30,000/-
7.	Damage to Clothes and Articles	3,000/-
	Total	**6,42,250/-**
	Rounded off	**6,42,000/-**

(h) Thus, the Petitioner is entitled to a compensation of **Rs.6,42,000/- (Rupees Six Lakhs and Forty-Two Thousand only)** as compensation.

8. <u>Answer to Point No.3</u>

Though the 2nd Respondent has contended that the rider of the motorcycle was not having valid driving license and thereby there is a violation of policy condition. However, the 2nd Respondent did not adduce any evidence to show that there has been a violation of policy conditions. Hence, I hold that the 2nd Respondent, being the insurer is liable to indemnify the 1st Respondent by satisfying the award.

9. <u>Mode of Disbursement:</u>

(a) Insofar as the mode of disbursement of compensation is concerned, it is brought to the notice of this Tribunal that the Hon'ble Supreme Court in ***Parminder Singh v. Honey Goyal & Ors.*****, 2025 INSC 361 : 2025 LiveLaw (SC) 318**, has held

DHARMAPRABU M
Digitally signed by DHARMAPRABU M
Date: 2026.08.12 14:36:39 +0530

that the compensation amount shall be directly transferred to the bank account of the claimant, without requiring deposit before the Tribunal. In the present case, the petitioner has already furnished his bank account particulars before this Tribunal, of which the 2nd Respondent has due notice.

(b) This Tribunal is of the view that insisting upon payment of deficit court fee by the petitioner as a condition precedent for receipt of the compensation may result in avoidable delay in disbursement and consequential accrual of interest. Since the petition is being allowed with costs, and the liability towards court fee is ultimately to be borne by the 2nd Respondent, it is just and proper to direct the 2nd Respondent to pay the deficit court fee separately, preferably by way of e-court fee, if any. After deducting such court fee, the balance compensation amount, together with costs, shall be directly transferred to the bank account of the claimant, and intimation of such transfer shall be furnished to this Tribunal forthwith.

(c) The contingency relating to return, reversal, or unsuccessful electronic transfer of the compensation amount shall be governed by the directions contained in the Result portion infra.

10. <u>Result:</u>

In fine,

(a) The Petition is partly allowed with Costs,

(b) The petitioner is awarded a total compensation of **Rs. 6,42,000/- (Rupees Six Lakhs and Forty-Two Thousand only)** with interest at a rate of 6.5% p.a. from the date of filing of the petition till the date of deposit excluding the period of dismissal for default, if any.

(c) **The 2nd respondent is directed, within a period of 30 Days from this day, to pay the deficit court fee,** if any, and deposit the Advocate fees and Costs into the **Tribunal's Account "Registrar (MACT), Court of Small Causes, Chennai**

Account No. 7103261207 IFSC No. IDIB000M157 Indian Bank, Madras High Court Branch, Chennai”.

(d) Thereafter, the **2nd respondent** shall transfer the **net award amount, together with accrued interest, directly to the bank account of the petitioner,** whose bank account particulars have been furnished below **within a period of 30 Days from this day.** In the event of payment after the said period, the rate of interest shall be 7.5 % per annum instead of 6.5% per annum.

(e) The **2nd respondent** shall file before this Tribunal **proof of payment/deposit of the deficit court fee, if any, and proof of electronic transfer of** the balance award amount to the Petitioner’s bank account(s) immediately after compliance to the email **(**chnccc.scc-tn@indiancourts.nic.in) **within 48 Hours** after the compliance followed by physical proof of compliance.

(f) **Only in the event of** the electronic transfer is returned, reversed, or remains unsuccessful on account of the bank account being inoperative, closed, incorrect, or for any other reason attributable to the Petitioner, the respondent shall intimate this Tribunal along with proof, if any, and the concerned Petitioner. The Petitioner shall furnish correct and operative bank account particulars before this Tribunal within two weeks from the date of such intimation, and the respondent shall re-transfer the amount to the corrected bank account within the time fixed by this Tribunal. Any delay attributable to such incorrect or inoperative account particulars shall not render the respondent liable for additional interest for the period of such delay.

(g) In the event of non-compliance by the 2nd Respondent, the Petitioner shall pay the deficit Court-fees and execute the Award.

(h) The Advocate fees is fixed as **Rs. 13,420/-.**

DHARMAPRABU M

Digitally signed by DHARMAPRABU M
Date: 2026.08.12 14:36:48 +0530

REQUIRED PARTICULARS

1.	Date of Presentation	01-02-2023	
2.	Date of filing	18-02-2023	
3.	Compensation Claimed	Rs.	20,00,000/-
4.	Court fees paid	Rs.	375/-
5.	Compensation Awarded	Rs.	6,42,000/-
6	Court Fees payable on the Award	Rs.	5,792.50/-
7.	**Deficit Court fees Payable (6-4)**	**Rs.**	**5,417.50/-**
8.	Petitioner's Bank Name and Branch	TMB Bank, Kamuthi.	
9.	Petitioner's Account number and IFSC code	011100050000760, TMBL0000011.	
10.	Petitioner's Aadhar	5694 3343 1178	
11.	Petitioner's PAN	Not Furnished	
12.	Default period, if any	---	

Additional court fee paid, MP SR.No......………….......; dated

STATEMENT OF COSTS

For the petitioners						For the Respondents	
		Rs.		P.		Rs.	**P.**
Stamp on petition	-	5,792	.	50			
Stamp on Vakalat	-	20	.	00			
Stamp for process	-	40	.	00		-- not filed --	
Advocate fees	-	13,420	.	00			
Costs allowed	-	19,272	.	50			

//Dictated to the Steno typist, typed by him in the computer directly, corrected and pronounced by me in the open Court, on this Wednesday, the 12th day of August 2026.//

DHARMAPRABU M

Digitally signed by DHARMAPRABU M
Date: 2026.08.12 14:36:52 +0530

III Judge
Court of Small Causes, Chennai.

Petitioner's side Witness:

P.W.1 : Mr. Sundaresan Chellam, Petitioner

Petitioner's side Exhibits:

Ex.P1 : FIR
Ex.P2 : Discharge summary
Ex.P3 : Medical Bills
Ex.P4 : Aadhar card
Ex.P5 : Bank Passbook
Ex.P6 : 1st respondent insurance copy
Ex.P7 : RC Book copy
Ex.P8 : MVI report
Ex.P9 : Final report

2nd Respondent side Witness: Nil

2nd Respondent side Exhibits: Nil

Court Document:

Ex.C1 : Disability certificate

DHARMAPRABU M

Digitally signed by DHARMAPRABU M
Date: 2026.08.12 14:36:58 +0530

III Judge
Court of Small Causes, Chennai.

Note:

(a) In view of Sub-rule 6 of Rule 20 of TNMAC Rules, 1989 and **M/S.Cholamandalam MS Genl. Ins Co Ltd. v. Mr. Ayyanar & Ors., Tr.CMP. No. 264-281/2020 dt. 11.05.2020**, Drafting of Decree has been dispensed with by direction of the Hon'ble High Court.

(b) Advocate Fees are fixed fixed by the Tamil Nadu State Legal Authority Act Circular dated 17.10.2016 and Rule 20(5) of Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules 1989.

(c) Digitally Signed copy of the Award shall be utilized for all the purposes.