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

Saturday, the 01st day of August 2026

Motor Accidents Claims Original Petition No.618 of 2021

CNR NO : TNCH09-000715-2021

Mrs. M.Rahima, W/o.Mohammad Iqbal,
No.17th Street, Gandhi Nagar,
Mangalam, Padappai,
Kanchipuram – 601 301. …Petitioner

-Vs-

1. Mr. I.Liyakath Bhasha,
No.17th Street, Gandhi Nagar, Mangalam,
Sriperumbudur, Kanchipuram – 601 301.

2. Reliance General Insurance Co. Ltd.,
Plot No.6, 6th Floor, Haddows Road,
Nungambakkam, Chennai – 600 034. …Respondents

Appearance:

M/s.V.Tamilamudhu & M.Sonia, Counsels appearing for the Petitioner.

1st Respondent: Set *exparte* on 31.03.2021.

M/s.C.Ramesh Babu, Counsel appearing for the 2nd Respondent.

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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 52 years working as a House-keeping thereby earning Rs. 25,000/- per month. On 19.11.2020 at about 15.45 Hours, when the petitioner was traveling in a motorcycle bearing registration number TN 11 T 3784 on Vandaloor to Kelappakkam Road, Opposite of Kowlapakkam Forest Research Station, its rider without noticing that there was a applied brake due to which the petitioner fell down and sustained injuries on her head, closed segmental shaft of humerus, left side radial nerve palsy and multiple injuries all over her body. A Criminal case was registered in crime No. 4337/2020 by H1 Otteri Police Station. The 1st Respondent is the owner and the 2nd Respondent is the insurer.

3. Crux of the Counter of the 2nd Respondent:

Denied the manner of accident. Age, income and occupation of the petitioner are denied. It was due to the Petitioner who was careless and contributed to the accident. The claim of the Petitioner is highly excessive .Hence, 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. The Petitioner was examined as PW1 and Ex.P1 to P9 were marked. The PW2 Dr. Saravanabhavanantham was examined as PW2 and Ex.P10 disability certificate assessed by the PW2 as 30% was 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 adduced.

6. Answer to Point No.1:

The Petitioner, who was examined as PW1, deposed in line with the averments made in the petition. Ex.P1 First Information Report was registered against the rider of the motorcycle. Ex.P2 Registration Certificate, Ex.P3 Insurance Policy and Ex.P4

Driving Licence establish that the offending motorcycle belonged to the 1st Respondent, was insured with the 2nd Respondent and that its rider possessed a valid driving licence at the relevant point of time. Ex.P5 to Ex.P7, namely the medical records, discharge summary and X-ray, corroborate the injuries sustained by the Petitioner in the said accident. The 1st Respondent remained *exparte.* The 2nd Respondent did not adduce any contra evidence. Hence, I hold that the accident was due to the rash and negligence of the rider of the motorcycle.

7. Answer to Point No.2:

(a) The Petitioner claimed that she was aged about 52 years and was working as a Housekeeping staff earning a sum of Rs. 25,000/- per month. However, no documentary evidence has been produced to establish her occupation or monthly income. Hence, the monthly income has to be fixed notionally. As per the Cost Inflation Index for the Financial Year 2020–2021, the notional monthly income is fixed at **Rs. 15,000/-**. Ex.P5 Medical Prescription, Ex.P6 Discharge Summary.

(b) The discharge summary further reveals that she was admitted on 19.11.2020 and discharged on 08.12.2020 and underwent surgery by way of nailing and plating. To prove the disability, the Petitioner examined PW2, who assessed the permanent disability at 30% and issued Ex.P10 - Disability Certificate. However, the disability has not been assessed by the Medical Board. The Petitioner has not offered any explanation as to why she had not subjected herself to assessment before the Medical Board. It is useful to refer to the Hon'ble Division Bench of Madras High Court in the Judgment dated 12.04.2016 reported in ***Tata AIG General Insurance Co. Ltd. Vs. Prabhu & Ors.***, **(2016) 1 TN MAC 609** had commented upon the practice of the claimants choosing to examine a "select group of doctors" who were "stock witnesses" and issued guidelines regarding the assessment of disability by the Medical Board. Thus, in view of the dictum laid down by the Hon'ble Division Bench of the Madras High Court, the disability certificate issued by PW2 cannot be accepted for determining permanent disability. Accordingly, no amount is awarded towards permanent disability.

(c) Considering the nature of injuries, the surgery undergone by the Petitioner, the period of hospitalization and the pain and inconvenience suffered by her, towards **pain and suffering, Rs. 50,000/- and** towards **loss of amenities, Rs. 30,000/-** is awarded. Due to the injuries, he would have lost income at least for three months. Accordingly, towards, **loss of income, Rs. 45,000/- (15,000 x 3) is awarded.**

(d) Considering the nature of injuries and hospitalization and place of treatment and accident, **Rs. 15,000/-** is awarded towards **Transportation, Attendant's charges and Extra-nourishment expenses**. A further sum of **Rs. 3,000/-** is awarded towards **damage to Clothes and Articles.**

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

Sl. No.	Heads of compensation	Amount (Rs.)
1.	Pain and suffering	50,000/-
2.	Loss of amenities	30,000/-
3.	Loss of income	45,000/-
4.	Transportation, attendant charges and extra nourishment	15,000/-
5.	Damage to clothes and articles	3,000/-
	Total	**1,43,000/-**

(f) Thus, the Petitioner is awarded **Rs. 1,43,000/- (Rupees One Lakh and Forty-Three Thousand only)** towards compensation.

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

It has already been held under Point No.1 that the accident occurred solely due to the rash and negligent riding of the motorcycle. Ex.P2 Registration Certificate establishes that the 1st Respondent is the owner of the said motorcycle. Ex.P3 Insurance Policy reveals that the vehicle was covered by a valid insurance policy issued by the 2nd Respondent and that the policy was in force on the date of the accident. Ex.P4 Driving Licence further establishes that the rider possessed a valid and effective driving licence to ride the motorcycle. There is no contra evidence as to the violation of any policy condition. Therefore, the 2nd Respondent, being the insurer is liable to indemnify the 1st Respondent and satisfy the award. Accordingly, Point No.3 is answered.

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 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 Advocate Fees and together with costs, shall be deposited into the Tribunal's Account and the net compensation amount shall be directly transferred to the bank account of the claimant, and intimation of such transfer shall be furnished to this Tribunal forthwith.

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(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. 1,43,000/- (Rupees One Lakh and Forty-Three 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 respondent No. 2/Insurance Company 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"** On such deposit, the 2nd Respondent shall furnish the **Bank Advice with MCOP No.** before this Tribunal and serve a copy thereof on the Petitioners.

(d) Thereafter, the Respondent No. 2 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 **respondent No. 2/Insurance Company** 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.**

(f) **Only in the event** 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 Insurance Company 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 Insurance Company 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 Insurance Company 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. 5,860/-.**

REQUIRED PARTICULARS

1.	Date of Presentation	01-02-2021	
2.	Date of filing	05-02-2021	
3.	Compensation Claimed	Rs.	20,00,000/-
4.	Court fees paid	Rs.	372.50/-
5.	Compensation Awarded	Rs.	1,43,000/-
6	Court Fees payable on the Award	Rs.	802.50/-
7.	**Deficit Court fees Payable (6-4)**	**Rs.**	**430/-**
8.	Petitioner's Bank Name and Branch	Punjab National Bank, Chennai	
9.	Petitioner's Account number and IFSC code	0286200100017296, PUNB0028620.	
10.	Petitioner's Aadhar	3993 3448 1364	
11.	Petitioner's PAN	Not Furnished	
12.	Default period, if any	---	

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

STATEMENT OF COSTS

For the petitioners						For the Respondents	
		Rs.		P.		Rs.	**P.**
Stamp on petition	-	802	.	50			
Stamp on Vakalat	-	20	.	00			
Stamp for process	-	40	.	00		-- not filed --	
Advocate fees	-	5,860	.	00			
Costs allowed	-	6,722	.	50			

//Dictated to the Steno typist, typed by him in the computer directly, corrected and pronounced by me in the open Court, on this Saturday, the 01st day of August 2026.//

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III Judge
Court of Small Causes, Chennai.

Petitioner's side Witness:

P.W.1 : Mrs. Rahima, Petitioner
P.W.2 : Dr. Saravana Bavananthan

Petitioner's side Exhibits:

Ex.P1 : First Information Report
Ex.P2 : Certificate of Registration of Vehicle
Ex.P3 : Insurance Certificate
Ex.P4 : Driving License
Ex.P5 : Doctor's recommendation certificate
Ex.P6 : Discharge Certificate
Ex.P7 : X-Ray
Ex.P8 : Copy of Bank Pass Book
Ex.P9 : Copy of Aadhar Card
Ex.P10 : Disability certificate

2nd Respondent side Witness: Nil

2nd Respondent side Exhibits: Nil

Court Document:

Ex.C1 : Disability certificate

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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.