

**IN THE MOTOR ACCIDENTS CLAIMS TRIBUNAL, PALA**

**Present:- Sri. K.P. Pradeep, The MACT**

**Tuesday, the 17<sup>th</sup> day of March, 2026**

**26<sup>th</sup> day of Phalguna, 1947**

**OP (M.V) No.264/2020**

**Petitioners:-**

1. Muralieedharan Nair, S/o Purushothaman Nair, Vrindavan House, Kayoor P.O, Pin: 686 576, Bharananganam Village
2. Shanthakumari, W/o Muraleedharan Nair, Vrindavan House, Kayoor P.O, Pin: 686 576, Bharananganam Village
3. Manju, W/o Madhu, Arackal House, Mattathipara P.O, Pin: 686 595, Kadanadu Village

By Adv. Bijumon K & Adv. Joshy Abraham

**Respondents :-**

The Manager, Cholamandalam MS General Insurance Co Ltd, 2<sup>nd</sup> Floor, Acel Estate, Chittoor Road, Cochin, Pin: 682 011

By Adv. T.M Babu

This O.P. having been finally heard on 04.03.2026 and the Tribunal on 17.03.2026 passed the following :-

**AWARD**

Petition filed under sections 140 and 166 of the Motor Vehicles Act 1988. 1<sup>st</sup> and 2<sup>nd</sup> petitioners are the father and mother of the deceased and 3<sup>rd</sup> petitioner is the sister of the deceased (Manoj V.M, S/o Muraleedharan Nair).

2. The averments in the petition are that on 18.08.2019 while the deceased (Manoj V. M) was driving his autorikshaw bearing Registration

No. KL-35-J-7332 and when the autorikshaw reached the place of accident, he lost control over the autorikshaw and it fell down from the side wall. As a result of which the deceased sustained severe injuries.

3. Immediately after the accident the deceased was taken to M.K.M Hospital, Pravithanam and referred to MCH, Kottayam and there he succumbed to injuries on 22.08.2019. Respondent is the insurer of the autorikshaw and the vehicle had personal accident coverage policy for Rs.15,00,000/-. Since it was a personal accident coverage policy, the insurer, (Respondent) is liable to pay compensation as per the policy.

4. The respondent filed written statement by contending that, the autorikshaw bearing Registration No. KL-35-J-7332 had been insured with the respondent. The age, income and occupation of the petitioner mentioned in the original petition are not correct. The amount claimed by the petitioner is highly exorbitant. Hence this respondent is not liable to pay compensation to the petitioner.

5. In view of the above said pleadings, the following issues have been raised for consideration:-

(1) Whether the petitioners are entitled to get compensation under personal accident coverage policy?

(2) Who is liable to pay compensation ?

(3) Reliefs and costs ?

6. From the side of the petitioners no oral evidence was

adduced. In order to prove the alleged accident, the petitioners have produced Exts.A1 to A9 were marked. No oral or documentary evidence adduced from the side of the respondent.

7. Heard.

8. **Issue Nos.(1)& (2):-** The case of the petitioners' is that on 18.08.2019 while the deceased (Manoj V. M) was driving his autorikshaw bearing Registration No. KL-35-J-7332 and when the autorikshaw reached the place of accident, he lost control over the autorikshaw and it fell down from the side wall. As a result of which the deceased sustained severe injuries.

9. To prove the alleged accident the petitioners have produced Exts.A1. Ext.A1 is the copy of the FIR crime No.771/2019 of Melukavu Police Station.

10. Ext A2 is the copy of postmortem certificate of the deceased issued from MCH, Kottayam. Ext.A7 is the legal heirship certificate issued by Taluk Officer, Meenachil.

11. Ext.A8 series are the PAN Cards of the petitioners. Ext. A9 series are the bank passbooks of the petitioners.

12. Ext.A3 is the copy of driving licence of the deceased. Ext A4 is the copy of registration certificate autorikshaw bearing Registration No.KL-35-J-7332. Ext.A6 is the letter from Cholamandalam MS General Insurance Co. Ltd. Ext.A5 is the copy

of insurance policy of the autorikshaw and from which it is seen that the autorikshaw bearing Registration No. KL-35-J-7332 had personal accident cover for owner- cum- driver. The sum assured is Rs.15,00,000/-. It was not disputed by the respondent. The only contention taken by the respondent was that the application for getting compensation under personal accident coverage policy it should have been filed before the policy issuing authority ie, the respondent and therefore the company is not liable to pay interest for the amount claimed.

13. From the evidence produced by the petitioners it is seen that while the deceased was a driver of the autorikshaw bearing Registration No. KL-35-J-7332, he met with an accident and the vehicle had personal accident coverage policy and that can be seen to be correct from Ext.A5 policy. Due to the injuries sustained in the accident the driver of the autorikshaw died. As per Ext A5 policy, the sum assured is Rs.15,00,000/-. The policy was admitted by respondent.

14. Since the policy was for personal accident coverage and sum assured was Rs.15,00,000/- I am of the view that the petitioners are entitled to get Rs.15,00,000/- as claimed by the petitioners under Ext A5 Policy.

15. According to the respondent the petitioners have to

approach the Insurance company to claim compensation under personal accident coverage policy but they did not approach the company. The petitioners filed petition before the Tribunal. The petition is found to be maintainable and if the respondent had intention to settle the claim, after the receipt of copy of the petition together with notice issued from the court they should have settled it. Even after the receipt of notice from the Tribunal they did not take any steps to settle the claim made under Ext A5 policy and therefore it cannot be said that the company is not liable to pay interest and costs. If the respondent had settled the claim even after the receipt of notice from the Tribunal as per Ext. A5 policy definitely interest could have been avoided.

16. Therefore the petitioners are entitled to get a total compensation of Rs.15,00,000/-(Rupees Fifteen Lakhs Only) with interest and costs.

17. 20% of the award amount with interest shall be paid to 1<sup>st</sup> petitioner, father of the deceased and 80% of the award shall be paid to 2<sup>nd</sup> petitioner, mother of the deceased.

18. I have already found that the accident took place while deceased was driving an autorickshaw and he sustained severe injuries and later succumbed to injuries and since there is personal accident coverage, the company is liable to pay the compensation. Accordingly Issue Nos.(1) and (2) are answered.

19. **Issue No.(3):-** In view of my findings on Issue Nos.(1), (2) and (3), the petition is allowed and award is passed as follows:-

- (1) The respondent shall pay an amount of **Rs.15,00,000/-(Rupees Fifteen Lakhs Only)** to the 1<sup>st</sup> and 2<sup>nd</sup> petitioner together with interest at the rate of 9% per annum from the date of petition [28.02.2020] till realization, with proportionate costs.
- (2) The respondent is directed to deposit the award amount together with interest and costs to the account of the petitioner ie, the Savings Bank Account of the 1<sup>st</sup> petitioner, Account Number 8253022000020262 of Pala Urban Co-operative Bank, Pala branch with IFSC:UTIB0SPUC50, 2<sup>nd</sup> petitioner, Account Number 8253022000020264 of Pala Urban Co-operative Bank, Pala branch with IFSC:UTIB0SPUC50, as per the details produced by the petitioner and compliance of the same shall be reported to the MACT, Pala.
- (3) The respondent shall produce cheques for Rs.24,373/- and Rs.25,000/- respectively as court fee and additional court fee towards legal benefit fund in the name of MACT, Pala, payable in the case on the excess amount granted as per the award.
- (4) The respondent is directed to file before the Tribunal a statement regarding compliance of the order along with a copy of transaction record certified by the bank concerned.
- (5) The office is directed to furnish a copy of said statement to the petitioner after due verification.
- (6) The office is directed to make necessary entries in the registers maintained in the office evidencing payment of amount to the claimant.
- (7) The respondent is directed to pay the amount within one month failing which the petitioner can recover the same in accordance

with law.

*Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in the open court on this the 17<sup>th</sup> day of March, 2026.*

*Sd/-*

**K.P.PRADEEP**

**MOTOR ACCIDENTS CLAIMS TRIBUNAL.**

**APPENDIX**

**EXHIBITS MARKED FOR THE PETITIONER**

A1	21.08.2019	:	Photo copy of the FIR in Cr.No 771/2019 of Melukavu police station
A2	22.08.2019	:	Photo copy of the postmortem certificate of Manoj V.M issued from MCH, Kottayam
A3	02.05.2014	:	True copy of the driving license
A4	11.07.2019	:	True copy of registration certificate of Autorickshaw bearing Reg. No. KL-35-J-7332
A5	03.06.2019	:	True copy of Insurance policy certificate of Autorickshaw bearing No. KL-35-J7332 issued from Cholamadalam MS General Insurance Co Ltd
A6	24.01.2020	:	True copy of letter issued from Cholamandalm MS General Insurance Co Ltd, to Manoj V.M
A7	20.11.2020	:	Photocopy of the legal heirship certificate of deceased V.M Manoj issued by Tahsildar, Taluk Office, Meenachil
A8	-	:	True copy of the pan card of Muraleedharan Nair & Santhakumari

A9	13.12.2024	:	True copy of bank pass book of Muraleedharan Nair & Santhoshkumar issued from Pala Urban Co-operative Ltd, Pala
----	------------	---	-----------------------------------------------------------------------------------------------------------------

EXHIBITS MARKED FOR THE RESPONDENTS:- NIL

COURT EXHIBITS :-NIL

THIRD PARTY EXHIBITS:- NIL

WITNESS EXAMINED FOR BOTH PARTIES:- NIL

Id/  
**MACT**

**STATEMENT OF COSTS**  
**OP(MV) No.264/2020**

Court Fee	:	14,373.00
Stamp for Vakkalath	:	6.00
Process	:	90.00
LBF	:	15,000.00
Advocate fee	:	77,400.00
Others	:	300.00
<b>Total</b>	:	<b>Rs.1,07,169.00/-</b>

Proportionate Costs =  $\frac{1,07,169 \times 15,00,000}{25,00,000} = \text{₹}64,301/-$  (Allowed)

// True copy//

Typed by : Greeshma.  
Compared by : Sreejith

Sd/-

**Motor Accidents Claims Tribunal**

"The parties should apply as soon as possible for the return of all documents which they may wish to preserve; as the record will be liable to be destroyed after twelve years from this date".

**COPY OF AWARD in  
OP (MV) 264/2020  
Dated:17.03.2026**