IN THE MOTOR ACCIDENTS CLAIMS TRIBUNAL, PALA
Present:- Sri. K.P. Pradeep, The MACT

Monday, the 30th day of March, 2026
9th day of Chaithra, 1948

OP (M.V) No. 679/2022

Petitioner:-

Manu John, 6/307, Thannickal House, Kurumannu P.O,
Kadanadu, Pin: 686 651.

By Adv. Seby Augustine & Adv. Alexander Mathew.

Respondents :-

1. Shammah Peter Jose, S/o Paster, Jose Peter, Bethel, Aroor, Cherthala, Pin: 688 534.
2. Shalom Abraham Jose, S/o. Jose Peter, Bethel Aroor, Cherthala, Pin: 688 534.
3. National Insurance Co. Ltd, St. George Arcade, Pala P. O. Pin: 686 575.

R1 & R2 – Joby Thomas
R3 - By Adv. Benoy Jose Mathew

This O.P. having been finally heard on 09.02.2026 and the Tribunal on 30.03.2026 passed the following :-

AWARD

Petition filed under section 166 of the Motor Vehicles Act 1988.

2. The averments in the petition are that on 31.03.2022 at 2.20 p.m, when the petitioner (Manu John, S/o Johny Abraham) was crossing the Edappally – Aluva road a motorbike bearing Reg. No KL-32-M-9451 ridden by 2nd respondent came in a rash and negligent manner and hit the petitioner. As a result of which, petitioner sustained severe injuries. The accident occurred due to the rash and negligent riding of the motorbike by the 2nd respondent.

3. Immediately after the accident, the petitioner was taken to Kinter Hospital, Kalamasserry and thereafter he was taken to Rajagiri Hospital, Aluva. He was admitted in the hospital for 7 days. The respondents 1 to 3 are the owner, rider and insurer of the respectively of the motorbike bearing Reg. No.KL-32-M-9451. At the time of accident petitioner was CEO, Introit Technologies Pvt Ltd., Kalamasserry and he used to earn ₹24,00,000/- per annum as income.

4. 1st and 2nd respondent filed written statement by contending that the accident occurred due to negligence of the petitioner and there was no negligence on the part of 2nd respondent. He had valid driving license and the motorbike had been insured with 3rd respondent company.

5. The 3rd respondent filed written statement by contending that the Motorcycle bearing Reg. No. KL-32-M-9451 had been insured with 3rd respondent Company in the name of 1st respondent at the time of accident. 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. The petitioner has not sustained any disability as mentioned in the petition. The petition was filed in collusion between the petitioner and other respondents. The accident was occurred due to negligence of the petitioner hence this

respondent is not liable to pay compensation to the petitioner.

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

(1) Whether the accident occurred due to the rash and negligent riding of motorcycle bearing No KL-32-M-9451 by 2nd respondent?

(2) Whether the petitioner is entitled to compensation and if so, what is the quantum?

(3) Who is liable to pay compensation ?

(4) Reliefs and costs ?

7. From the side of the petitioner, no oral evidence was adduced and Exts A1 to A18 were marked. No oral and documentary evidence adduced on the side of the respondents.

8. Heard.

9. **Issue No.(1):-** The case of the petitioner is that on 31.03.2022 at 2.20 p.m, when the petitioner (Manu John, S/o Johny Abraham) was crossing the Edappally – Aluva road a motorbike bearing Reg. No KL-32-M-9451 ridden by 2nd respondent came in a rash and negligent manner and hit the petitioner. As a result of which, petitioner sustained severe injuries. The accident occurred due to the rash and negligent riding of the motorbike by the 2nd respondent.

10. To prove the alleged incident and negligence on the part of the 2nd respondent, petitioner has produced Exts.A1, A3, A4. Ext.A1 is the copy of the FIR in Crime No.419/2022 of

Kalamasserry Police Station. Ext A3 is the copy of AMVI report of the motorcycle involved in the accident. Ext A4 is the copy of Final report. The offences alleged against the 2nd respondent (accused in the final report) are punishable U/ss. 279 and 338 of IPC. The Hon'ble High Court of Kerala in **'New India Assurance Company Ltd Vs. Pazhaniammal and Others', cited in 2011(3) KHC 595,** *has held as follows: "Primafacie, charge sheet filed by a police officer after due investigation can be accepted as evidence of negligence against the indictee. If any one of the parties do not accept such charge sheet, the burden must be on such party to adduce oral evidence. If oral evidence is adduced by any party, in a case where charge sheet is filed, the tribunals should give further opportunity to others also to adduce oral evidence and in such a case the charge sheet will pale into insignificance and the dispute will have to be decided on the basis of the evidence."* In the absence of any contra evidence, from the above said evidence adduced by the petitioner, it is seen that the alleged incident took place due to rash and negligent riding of motorcycle bearing Reg. No KL-32-M-9451 by 2nd respondent. Accordingly Issue No.(1) is answered.

11. **Issue No.(2)**:- Ext A2 is the copy of wound certificate issued from Kinter Hospital, Kalamasserry. Ext A5 is the copy of discharge summary issued from Rajagiri Hospital, Aluva. Ext A7

is the medical certificate issued from Rajagiri Hospital, Aluva.

The above medical records reveals that the petitioner had sustained closed oblique fracture of shaft of left femur, closed oblique fracture of left tibia and fibula, Lacerated wound over upper lip 2x1 cm, Lacerated wound over right forearm 5x1 cm, multiple abrasion on forehead, teeth fracture in upper jaw and pre orbital hematoma on right.

12. Ext A9 is the disability certificate issued by Dr. P.G. Haridas, Orthopedic Surgeon. Ext A8 series are the medical bills produced by the petitioner.

13. Ext A14 is the copy of PAN card of the petitioner and in which the date of birth of the petitioner has been shown as 12.07.1994. Hence he was 27 years of age on the date of accident. Ext.A15 is the the copy of pass book of the petitioner.

14. The petitioner claims that he was CEO, Introit Technologies Pvt Ltd., Kalamasserry and he used to earn Rs.24,00,000/- per annum as income. Ext. A10 is the B-tech certificate issued from IIT Madras. Ext A11 is the salary certificate of the financial year 2021-22 showing that annual income of the period was Rs.22,73,400/-. It was not properly prove and hence the same cannot be considered. A13 is the income tax returns of the assessment year 2022-23, 2023-24, 2024-25. Ext. A18 series are the income tax returns of the

assessment year 2019-20, 2020-21, 2021-22. Since there is no other document showing the specific income of the deceased. The entries in the Income Tax Return can be taken into account to fix the notional income for the purpose of determining the compensation for loss of dependency. In ***Amrit Bhanu Shali and Others vs. National Insurance Company Ltd and Others(2012 (11) SCC 738),*** it has been observed by the Hon'ble Supreme Court that, the entries in the income tax return can be taken into consideration to fix the income of the deceased. Ext. A18 series are the income tax returns of the assessment year 2019-20, 2020-21, 2021-22. The income tax return of the year 2019-20 shows that the petitioner had Rs.2,81,703/- per annum and therefore per month income is seen as Rs.23,475/-, The income tax return of the year 2020-21 shows that the petitioner had Rs.4,89,370/- per annum and therefore per month income is seen as Rs.40,781/-, The income tax return of the year 2021-22 shows that the petitioner had Rs.11,42,980/- per annum and therefore per month income is seen as Rs.95,248/-, A13 is the income tax returns of the assessment year 2022-23, 2023-24, 2024-25. The income tax return of the year 2022-23 shows that the petitioner had Rs.23,73,840/- per annum and therefore per month income is seen as Rs.1,97,820/-, The income tax return of the year 2023-24 shows that the petitioner had Rs.10,81,440/-

per annum and therefore per month income is seen as Rs.90,120/- and the income tax return of the year 2024-25 shows that the petitioner had Rs.5,63,290/- per annum and therefore per month income is seen as Rs.46,940/-.

15. Here in this case the accident took place on 31.03.2022. The income of the petitioner for the financial year 2021-22 and its assessment year was 2022-23 and it was filed after the accident and therefore the income cannot be taken into account for award in compensation. Considering the facts and circumstances of the case I am of the view that the income of the petitioner per month can be fixed as Rs.50,000/-.

16. The above said injuries sustained by the petitioner prevented him from doing work atleast for 4 months. Therefore, I am inclined to award an amount of ₹2,00,000/- (50,000 x 4 months) under the head 'loss of earning' for the said period of 4 months.

17. Considering his frequent visits to hospitals in connection with treatment, an amount of ₹7,000/- is awarded as 'Transportation expense'.

18. I am also inclined to award an amount of Rs.2,000/ as 'Damages to clothing'.

19. Considering the injury sustained by the petitioner, I feel it just and proper to award an amount of ₹6,000/- as Extra Nourishment expense.

20. Since the petitioner sustained grievous injury he was admitted in the hospital for 7 days and therefore he could not have performed his day to day activities without the help of others. Therefore, I am inclined to grant ₹3,500/- (500 x 7) as 'Bystander Expense for 7 days.

21. Ext.A8 series are medical bills produced by the petitioner. he claims that ₹4,54,193/- was spent for the treatment of petitioner. Ext A6 is the bill issued from Kaniyampadi Dental Clinic showing that Rs.25,550/- was spent for Dental treatment. It was objected by 3rd respondent and submitted that an amount of Rs.3,35,550/-[₹3,10,000+ 25,550=3,35,550/-] can be granted as medical expenses. It was admitted by the petitioner and hence medical expense is granted as ₹3,35,550/-.

22. Taking into account of the injuries sustained by the petitioner and 7 days hospitalization, I am inclined to award an amount of ₹1,00,000/- under the head 'Pain and suffering'.

23. Considering the discomfort, unhappiness and inconvenience, the petitioner faced on account of the said injuries sustained in the accident, an amount of ₹75,000/- is also

awarded as compensation for 'loss of amenities of life'.

24. Ext A9 is the permanent disability certificate issued by Dr. P.G.Haridas, Orthopedic Surgeon. The doctor has assessed the disability of the petitioner due to the alleged road accident as 15%. It was objected by the 3rd respondent. The disability certificate issued by the doctor cannot be as such accepted, because it was issued by a single doctor. If the petitioner had sustained any severe injuries in the accident and due to that he had sustained disability definitely he should have taken steps to get the disability certificate from the medical board constituted by the Medical College Hospital. The board is a group doctors which will be constituted to assess the disability of the patient. The group of doctors will examine the patient and the injuries sustained and thereafter they will together assess the disability which has been caused in the accident and since it is a collective decision from the medical board, it cannot be discarded. Here in this case Ext.A9 was not issued by the medical board and therefore, considering the injuries sustained, other facts and circumstances of this case, I am of the view that disability can be fixed as 9% and there was no much dispute with regard to the same from the side of the petitioner as well as the 3rd respondent.

25. I have already fixed the notional income of the petitioner as ₹50,000/- per month. Thus, the annual income of the petitioner comes to the tune of ₹6,00,000/-(50,000 x 12). The loss of earning due to said functional permanent disability would be 9% of ₹6,00,000/- which is ₹54,000/- per annum. Both parties admitted that petitioner was 27 years of age, the multiplier applicable is 17. Therefore, the loss of future earnings on account of said permanent disability would be **₹9,18,000/-** (54,000 x 17).

26. The petitioner is thus entitled to get a total compensation of **₹16,47,050/-(Rupees Sixteen Lakhs Fourty Seven Thousand and Fifty Only)** , as shown in the table below:-

Sl. No.	*Head of claim*	*Amount claimed (in Rupees)*	*Amount awarded (in Rupees)*	(in Pa is e)	*Basis-Vital Details in a nut shell*
		Part-I			
1	Loss of earning	12,00,000	2,00,000	-	50,000 x 4
2	Loss of earnings(partial)	Nil	Nil	-	-
3	Transportation charges including Ambulance charges	30,000	7,000	-	Travel to and from the hospital
4	Extra Nourishment	10,000	6,000	-	Considering the injury sustained by the petitioner
5	Damage to Clothing	2,000	2,000	-	-
6	Medical expenses	5,00,000	3,35,550	-	Ext A6, A8 medical bills. Admitted amount
7	By stander expenses	50,000	3,500		500 x 7

Part-II					
8	Pain and suffering	2,00,000	1,00,000	-	Considering the injury sustained by the petitioner
9	Compensation for continuing or permanent disability	32,40,000	9,18,000	-	50,000 x 12 x17 x 9%
10	Compensation for Loss of earning amenities of life, mental agony etc	1,00,000	75,000	-	Considering the injury sustained by the petitioner
11	Compensation for future treatment and disfiguration	2,50,000	Nil		
Claim is limited to 50,00,000/-		₹55,82,000/- ======			
Total award amount			**₹16,47,050/- =======**		
(Rupees Sixteen Lakhs Forty-seven Thousand and Fifty Only)					

Accordingly Issue No.(2) is answered.

27. **Issue No.(3)**:- I have already found that the accident took place due to the negligent riding of the motorcycle bearing Reg. No. KL-32-M-9451 by 2nd respondent. 1st respondent is the owner of the motorcycle and hence he is vicariously liable to pay compensation to the petitioner. It is admitted by the 3rd respondent that the motorcycle had been insured with the 3rd respondent at the time of accident. Therefore, the respondents 1 to 3 are liable to pay compensation. Since there is valid insurance policy, the company has to indemnify the 1st respondent and therefore, the company is liable to pay the compensation. Accordingly Issue No.(3) is answered.

28. **Issue No.(4)**:- In view of my findings on Issue Nos.(1), (2) and (3), the petition is allowed and award is passed as follows:-

1. The 3rd respondent shall pay **₹16,47,050/-(Rupees Sixteen Lakhs Forty-seven Thousand and Fifty Only)** together with interest at the rate of 9% per annum from the date of petition [15.06.2022] till realization, with proportionate costs.

2. The 3rd 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 petitioner, Account Number 920010056465950 of Axis Bank, Pala Branch with IFSC: UTIB0000616 as per the details produced by the petitioner and compliance of the same shall be reported to the MACT, Pala.

3. The 3rd respondent shall produce cheques for Rs.49,373/- and Rs.50,000/- respectively as court fee and additional court fee towards legal benefit fund in the name of MACT, Pala, payable in the case.

4. The 3rd 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 3rd 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 open court on this the 30th day of March, 2026. *Sd/-*

K.P. PRADEEP

MOTOR ACCIDENTS CLAIMS TRIBUNAL.

APPENDIX

EXHIBITS MARKED FOR THE PETITIONER

A1	05.04.2022	:	Photo copy of the final report in Cr. No. 419/2022 of Kalamassery Police Station.
A2	31.03.2022	:	Photo copy of Accident Register Cum Wound certificate issued from Kinder Hospital, Kalamassery.
A3	07.04.2022	:	Photo copy of AMVI report of Motor Cycle bearing KL-32 M 9451.
A4	25.04.2022	:	The copy of Final report.
A5	06.04.2022	:	Discharge summary issued from Rajagiri Hospital, Aluva.
A6	24.06.2022	:	Bill for Rs.25,550/- issued from Kaniampady Dental Clinic, Pala.
A7	13.05.2025	:	Medical certificate issued from Rajagiri Hospital, Aluva.
A8 (series)		:	Medical Bills for Rs.4,54,193/- (7 pages)
A9	07.06.2025	:	Disability certificate issued by Dr. P.G. Haridas, Orthopedic Surgeon, General Hospital, Kottayam.
A10	Nil	:	Photo copy of the B-tech Certificate in the name of Manu John.

A11	---	:	Salary certificate for the financial year 2021-2022 issued from Vidyalai.Com Introit Technologies Pvt. Ltd.
A12	NIL	:	Leave Certificate issued from Vidaylai.com Introit Technologies Pvt. Ltd.
A13	25.08.2022 12.07.2024	:	Income Tax Return for the Assessment year 2022-23 &2023-2024.
A14		:	Photo copy of the Pan card of Manu John.
A15	20.11.2020	:	True copy of the Bank Pass book of Manu John issued from Axis Bank, Pala Branch.
A16	31.08.2019	:	Photo copy of the Income Tax Return for the Assessment year 2019-2020
A17	26.12.2020	:	Photo copy of the Income Tax Return for the Assessment year 2020-2021
A18	26.02.2022		Photo copy of the Income Tax Return for the Assessment year 2021-2022

EXHIBITS MARKED FOR THE RESPONDENTS:- NIL

COURT EXHIBITS :-NIL

THIRD PARTY EXHIBITS:-NIL

WITNESS EXAMINED FOR THE BOTH PARTIES:- NIL

Id/-
MACT

STATEMENT OF COSTS

OP(MV) No.679/2022

Court Fee	:	15483.00
LBF	:	16470.00
Stamp for documents	:	60.00
Stamp for petitions	:	50.00
Stamp for Vakkalath	:	6.00
Service of Process	:	120.00
Advocate fee	:	84752.00
Others	:	300.00
Total	:	₹ 117241.00

$$\text{Proportionate Costs} = \frac{1,17,241 \text{ X } 16,47,050}{50,00,000}$$

= **₹38,620/-** (Allowed)

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// True Copy//

Typed by : Jobi.

Compared by : Greeshma

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 (M.V) No.679/2022 DATED: 30.03.2026