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

Thursday, the 26th day of March, 2026
05th day of Chaithra, 1948

OP (M.V) No. 1304/2020

Petitioners:-

1. Josmy T Jose, W/o Jens Augustine, Puthiyamadathil House, Mattathippara P O, Kottayam District, Pin; 686 651
2. Agnes Jense(minor) represented by next friend Josmy T Jose Puthiyamadathil House, Mattathippara P O, Kottayam District, Pin: 686 651.

By Adv. Aji Joseph Mundamattom & Adv. Simi Thomas

Respondent :-

Liberty General Insurance Limited
Represented by its Manager Door
No. 39/4166-A,2nd florr Shema Building,
M G Road, Ravipuram Ernakulam,
Pin: 682 016.

By Adv. Benoy Jose Mathew

This O.P. having been finally heard on 18.03.2026 and the Tribunal on 26.03.2026 passed the following :-

AWARD

Petition filed under section 166 of the Motor Vehicles Act 1988. Petitioners 1 and 2 are the wife and minor child of the deceased Jens P Augustine, S/o Augustine.

2. The averments in the petition are that on 11.05.2019 while the deceased (Jens P Augustine, S/o Augustine) was driving his

autorikshaw bearing Reg. No KL-35-J-6263 and he reached the place of accident, the autorikshaw hit against a lorry bearing Reg. No KL-34-A-3166 which had been parked on the tar portion of the road. As a result of which the petitioner sustained severe injuries and later succumbed to injuries.

3. 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 is liable to pay compensation as per the policy.

4. The respondent filed written statement by contending that, the autorikshaw bearing Reg. No KL-35-J-6263 had been insured with the respondent. The age, income and occupation of the deceased mentioned in the petition are not correct. The amount claimed is highly excessive. The petitioners have to approach the insurance authority properly. The deceased had no valid driving license to drive the autorikshaw at the time of accident. The deceased was not a third party Hence, the company is not liable to pay compensation to the petitioner.

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

(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 ?

7. From the side of the petitioners no oral evidence was adduced. In order to prove the alleged accident, the petitioners have produced and marked as Exts.A1 to A11. Ext.B1 was marked from the side of respondent. No oral evidence adduced from the side of the respondent.

8. Heard.

9. **<u>Issue Nos.(1)& (2):-</u>** The case of the petitioners' is that on 11.05.2019 while the deceased (Jens P Augustine, S/o Augustine) was driving his autorikshaw bearing Reg. No KL-35-J-6263 and he reached the place of accident, the autorikshaw hit against a lorry bearing Reg. No KL-34-A-3166 which was parked on the tar portion of the road. As a result of which the petitioner sustained severe injuries and later succumbed to injuries.

10. To prove the alleged accident the petitioners have produced Exts.A1 to A5. Ext.A1 is the copy of the FIR crime No.442/2019 of Melukavu Police Station and Ext.A2 is the copy of FIS. Ext.A3 is the copy of scene mahazar. Ext A4 is the copy of AMVI report. Ext A5 is the copy of Final Report. In the final report offences alleged against the accused is punishable U/s. 279, 337, 338, 304 (A) IPC & Sec146 r/w 196 of MV Act.

11. Ext A6 is the postmortem certificate of the deceased. Ext. A10 is the legal heirship certificate issued by Tahsildar,

Meenachil and which shows that the petitioners are the wife and minor daughter of the deceased Jens P Augustine.

12. Ext. A11 series are the bank passbooks of the petitioners.

13. Ext A7 is the copy of driving license of the deceased. A9 is the copy of temporary certificate of registration of the autorikshaw. Ext.A8 is the copy of insurance policy of the autorikshaw and from which it is seen that the autorikshaw bearing Reg. No KL-35-J-6263 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.

14. Ext.B1 is the policy copy produced from the side of respondent.

15. From the evidence produced by the petitioners it is seen that while the deceased was driving the autorikshaw Reg. No KL-35-J-626, he met with an accident and the vehicle had personal accident coverage policy and that can be seen to be correct from Ext.A8 policy. Due to the injuries sustained in the

accident the driver of the autorikshaw died. As per Ext A8 policy, the sum assured is Rs.15,00,000/-. The policy was admitted by respondent.

16. 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 A8 Policy.

17.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 A8 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. A8 policy definitely interest could have been avoided.

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

19. 75% of the award amount with interest shall be paid to 1st petitioner, wife of the deceased and 25% of the award shall be paid to 2nd petitioner, minor daughter of the deceased.

20. I have already found that the accident took place while deceased was driving an autorikshaw 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.

21. **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 1st and 2nd petitioners together with interest at the rate of 9% per annum from the date of petition [12.10.2020] till realization, with proportionate costs.

(2) The respondent is directed to deposit the proportioned award amount together with interest and costs to the account of the petitioner ie, the Savings Bank Account of the 1st petitioner, Account Number 8253022000019327 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. The award amount due to the minor petitioners as apportioned above shall be deposited by the respondent before MACT, Pala and the office shall deposit the same in the savings Bank Account of the Minor petitioner. The minor petitioners can withdraw the amount on attaining majority.

(3) The 1st respondent shall produce cheques for Rs.14,373/- and Rs.15,000/- 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 26th day of March 2026.

Sd/-

K.P.PRADEEP
MOTOR ACCIDENTS CLAIMS TRIBUNAL.

APPENDIX

EXHIBITS MARKED FOR THE PETITIONER

A1	11.05.2019	:	Photo copy of the FIR in Cr. No. 442/2019 of Melukavu Police Station.
A2	11.05.2019	:	Photo copy of the FIS given by Jaijo Augustine
A3	12.05.2019	:	Photo copy of the Scene Mahazar
A4	17.05.2019	:	Photo copy of the reports of Autorickshaw bearing Reg. No.KL-35-J-6263 and Lorry bearing Reg. No.KL-34A-3166.
A5	26.06.2019	:	Photo copy of the Final report
A6	12.05.2019	:	Photo copy of the postmortem certificate of Jens Augustine issued from MCH, Kottayam.

A7	Nil	:	True copy of the driving license of Jens P Augustine
A8	29.04.2019	:	Photo copy of the Insurance policy certificate of Autorickshaw issued from Liberty General Insurance Co. Ltd.
A9	07.05.2019	:	Photocopy of the Temporary Certificate of Registration of Autorickshaw.
A10	25.10.2019	:	Photocopy of the legal heirship certificate of deceased Jins P Augustine issued from Taluk office Meenachil
A11	17.07.2024	:	True copy of the Bank passbook of Josmy T Jose issued from Pala Urban Co-opeartive Bank Ltd, Pala.

EXHIBITS MARKED FOR THE RESPONDENTS:-

B1	29.04.2019	:	The copy of certificate of Insurance cum policy Schedule issued from Liberty General Insurance Co. Ltd.

COURT EXHIBITS :-NIL

THIRD PARTY EXHIBITS:-NIL

WITNESS EXAMINED FOR BOTH PARTIES:- NIL

Id/-
MACT

STATEMENT OF COSTS
OP(MV) No.1304/2020

Court Fee Paid	:	14373.00
Stamp for Vakkalath	:	6.00
Stamp for Exhibits	:	28.00
Stamp for Petitions	:	30.00
Service of Process	:	90.00
LBF	:	15000.00
Advocate fee	:	77400.00
Others	:	300.00
Total	**:**	**₹ 1,07,227.00 (Allowed)**

Memo cost allowed as per order in IA 2/2026 dated 21/04/2026

//True Copy//

Typed by : Jobi.
Compared by : Sreeja

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.1304/2020
DATED: 26.03.2026