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

Tuesday , the 31st day of March, 2026
10th day of Chaithra, 1948

OP (M.V) No.1313/2021

Petitioners:-

1. Shaji Joseph, Keenthananickal House, Edamaruku P O, Pin: 686 586.
2. Diasy Jose, W/o Shaji Joseph, Keenathananickal House, Edamaruku P O, Pin: 686 586.
3. Saju Shaji, S/o Shaji Joseph, Keenthananickal House, Edamaruku P O, Pin: 686 586.

By Adv. Bijumon K & Adv. Joshy Abraham

Respondent :-

The Manager, Cholamandalam, M S General Insurance Co. Ltd, 2nd Floor, Acel Estate, Chittoor Road, Cochin, Pin: 682 011.

By Adv. Babu T M

This O.P. having been finally heard on 16.03.2026 and the Tribunal on 31.03.2026 passed the following :-

AWARD

This is an application filed under section 163(A) of the Motor Vehicles Act 1988. Petitioners are the father, mother and brother of the deceased (Sajan Shaji, S/o Shaji).

2. The averments in the petition are that, on 12.03.2021 at about 07.15 a.m, the deceased (Sajan Shaji) was riding on his motorcycle bearing Reg. No KL-35-J-9275 through Erattupetta – Thodupuzha public road. When the motorcycle reached the place of

occurrence, a car bearing Reg.No. KL-06-C-3183 came from opposite direction and hit on the motorcycle of the deceased. As a result of which the deceased fell down the road and sustained severe head injuries and later succumbed to injuries on same day.

3. Immediately after the accident, he was taken to Medical College Hospital, Kottayam and later succumbed to injuries on the same day due to severe head injuries. Respondent is the insurer of the car bearing Reg.No KL-35-J-9275. The deceased was 'student cum part-time DTP operator' at the time of accident he would earn Rs.25,000/- per annum as income.

4. The respondent filed written statement by contending that the car bearing Reg.No KL-35-J-9275 had been insured with respondent. The income of the deceased mentioned in the original petition is not correct. The amount claimed by the petitioners is highly exorbitant. Immediately after the accident the insured should have intimated about the accident to the insurance company, but it was not done and since there is violation of the policy condition the company is not liable to pay compensation. The petition was filed in collusion between the petitioner and other respondents. Hence this respondent is not liable to pay compensation to the petitioners.

5. <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 ?

6. From the side of the petitioner, no oral evidence was adduced Exts.A1 to A9 were produced. No oral evidence was adduced from the side of respondent.

7. Heard.

8. **Issue No.(1)**:- Petitioner's case is that on 12.03.2021 at about 07.15 a.m, the deceased (Sajan Shaji) was riding on his motorcycle bearing Reg. No KL-35-J-9275 through Erattupetta – Thodupuzha public road. When the motorcycle reached the place of occurrence, a car bearing Reg.No. KL-06-C-3183 came from opposite direction and hit on the motorcycle of the deceased. As a result of which the deceased fell down the road and sustained severe head injuries and later succumbed to injuries on same day.

9. To prove the alleged accident the petitioners have produced Exts.A1 and A2. Ext.A1 is the copy of the FIR in crime No.329/2021of Erattupetta Police Station and Ext.A2 is the copy of FIS.

10. **Issue No.(2)**:-Ext.A3 is the copy of postmortem certificate issued from Medical College Hospital, Kottayam.

11. Ext A4 is the copy of legal heirship certificate issued from Taluk Office, Meenachil.

12. Exts.A5 is the copy of driving license of the deceased which shows that the date of birth of the deceased at the time of

accident is 26.11.1998. Hence he was 22 years at the time of accident.

13. Ext A7 is the RC copy of the motorcycle bearing Reg. No KL-35-J-9275 .

14. Ext A8 series are the copies of bank passbooks of the petitioners. Ext A9 series are is the copies of PAN cards of the petitioners.

15. Ext.A6 is the copy of insurance policy of the motorcycle and from which it is seen that the motorcycle bearing Reg. No KL-35-J-9275 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.

16. From the evidence produced by the petitioners it is seen that while the deceased was a owner-cum-rider of the motorcycle bearing Reg. No KL-35-J-9275 , he met with an accident and the vehicle had personal accident coverage policy and that can be seen to be correct from Ext.A6 policy. Due to the injuries sustained in the accident the owner-cum- rider of the motorcycle was died. As per Ext A6 policy, the sum assured is Rs.15,00,000/-. The policy was admitted by respondent.

17. 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 A6 Policy.

18. 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 A6 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. A6 policy definitely interest could have been avoided.

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

20. In the matter of apportionment, 70% of the award amount with interest shall be paid to 2nd petitioner, mother of the deceased and 30% of the award amount with interest shall be paid to 1st petitioner, father of the deceased.

21. I have already found that the accident took place while deceased was a rider in a motorcycle and he sustained severe head 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.

22. **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 petitioners 1 and 2 together with interest at the rate of 9% per annum from the date of petition [31.12.2021] 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 1st petitioner, Account Number 8253022000021499 of Pala Urban Co-operative Bank, Pala branch with IFSC:UTIB0SPUC50, 2nd petitioner, Account Number 8253022000021497 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.24,023/- and Rs.24,650/- 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 31st day of March, 2026.

Sd/-

K.P.PRADEEP
MOTOR ACCIDENTS CLAIMS TRIBUNAL.

APPENDIX:

A1	12.03.2021	:	Photo copy of the FIR in Cr. No. 329/2021 of Erattupetta Police Station.
A2	12.03.2021	:	Photo copy of the FIS given by Kurian Joseph
A3	13.03.2021	:	Photo copy of the Postmortem certificate of Sajan Shaji issued from MCH, Kottayam.
A4	20.01.2021	:	True copy of the legal heirship certificate of deceased Sajan Shaji issued by Tahsildar, Taluk office, Meenachil
A5	06.01.2017	:	True copy of the driving license of Sajan Shaji
A6	04.10.2019	:	True copy of the Insurance policy certificate of Motor Cycle bearing Reg. No. KL-35-J-9275.
A7	22.10.2019	:	True copy of the certificate of Registration of Motor Cycle bearing Reg. No. KL-35-J-9275.
A8 series	Nil	:	True copy of the Bank passbook of Shaji Joseph, Daisy Jose and Saju Shaji issued from Pala Urban Co-opeative Bank Ltd. Pala.
A9 series	Nil	:	True copy of the Pan Cards of Shaji Joseph, Daisy Jose and Saju Shaji.

<u>Exhibits marked for the Petitioner:-</u>

<u>Exhibits marked for the Respondents : Nil</u>

<u>Court Exhibits : Nil</u>

<u>Third party Exhibits : Nil</u>

<u>Witness examined for the both parties: Nil</u>

Id/-
MACT

STATEMENT OF COSTS
OP(MV) No.1313/2021

Court Fee	:	14373.00
Stamp for Vakkalath	:	6.00
Service of Process	:	90.00
LBF	:	15000.00
Advocate fee	:	77400.00
Others	:	300.00
Total	:	₹ 1,07,169.00

Proportionate Costs = $\frac{1,07,169 \times 15,00,000}{24,65,000}$ = **₹65,214/-** (Allowed)
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//True Copy//

Typed by : Sreeja
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.1313/2021
DATED: 31.03.2026