IN THE COURT OF SPECIAL DISTRICT COURT FOR MCOP CASES , MADURAI

(MOTOR ACCIDENT CLAIMS TRIBUNAL)

PRESENT : **Tmt. M. Nagalakshmi, M.A., B.L.,**

Special District Judge,

Tuesday, the 11th day of August 2026

MCOP No.676/2023

[CNR.No. TNMD0D004181-2023]

1. G. Arumugam, aged about 64 years, S/o. Ganapathy, 2/93, Kaliamman kovil street, T. Kunnathur bit-1, Peraiyur Taluk, Madurai District.

2. Muthumari, aged about 54 years, W/o. G. Arumugam, 2/93, Kaliamman kovil street, T. Kunnathur bit-1, Peraiyur Taluk, Madurai District.

3. Malarvizhi, aged about 27 years, D/o. G. Arumugam, 2/93, Kaliamman kovil street, T. Kunnathur bit-1, Peraiyur Taluk, Madurai District.

4. Anandhakumar, aged about 25 years,S/o.G. Arumugam, 2/93, Kaliamman kovil street, T. Kunnathur bit-1, Peraiyur Taluk, Madurai District.

... Petitioners

// Versus //

1. Sundararajan, S/o. Kandhasamy, 3/81, West street, Santhaiyur, Peraiyur Taluk, Madurai District.

2.The Branch Manager, Cholamandalam MS General Insurance Company Limited, New Millenium Complex, No.3 & 4, 1st floor, Dindigul Highway, Kalavasal, Madurai.

3. The Branch Manager, New India Assurance Company Limited, CMTS Bhavan, New Ellis Nagar, Madurai.

… Respondents

This petition has come up before this tribunal for final hearing on 06.08.2026 in the presence of **Thiru. K. Ravichandran** Advocate for the petitioners and **Thiru. C. Prabaharan,** Advocate for the 2nd respondent and **Thiru. P. Murugan,** Advocate for the 3rd respondent and the 1st respondent called absent set exparte and after hearing the arguments on both sides and upon perusing the materials available on record, this court delivered the following :

ORDER

1. This petition has been filed under Section 141, 163B, 166 & 182(A) of the Motor Vehicles Act rule 3(1) of MACT Rules amended Act 32/19 seeking a compensation of Rs.30,00,000/-.

2. Case of the petitioners as seen from the petition:

On 08.02.2023 at about 8.15AM, when the deceased was walking on the Rajapalayam to Madurai road, opposite to T. Kunnathur Co-operative society from north to south direction, at that time 1st respondent's car bearing registration No.TN-58-BX-2065 which was driven by its driver in a rash and negligent manner and dashed against the deceased and he sustained fatel injuries and immediately he was taken to Government Rajaji Hospital, Madurai and he was died on that day. The deceased was aged about 31 years and was working as server in Hotel and was earning Rs.15,000/- per month. The 1st petitioner is the father and the 2nd petitioner is the mother and the 3rd petitioner is the sister and the 4th petitioner is the brother of the deceased Rajkumar. The petitioners has lost the love and affection of deceased Rajkumar. The accident occurred only due to the rash and negligent driving of the driver of the 1st respondent. The 1st respondent is the owner of the vehicle. The 2nnd and 3rd respondents are the insurer of the 1st respondent's vehicle. Hence the respondents are jointly and severally liable to pay a compensation of Rs.30,00,000/- to the petitioners.

3. The 1st Respondent has not appeared to contest the claim and so he has been set exparte on 28.07.2023 .

4. **Case of the 2nd Respondent as seen from its counter :**

This petition is false, frivolous and is not maintainable either in law or on facts.

This respondent can in no way be held liable to pay compensation to the petitioners for the death of Rajkumar in the alleged accident dated 08.02.2023, since this respondent has issued policy of insurance to the 1st respondent only to cover damages to the car for the period from 24.06.2022 to 23.06.2023 and nothing more. The New India Assurance Company has issued policy to the 1st respondent's vehicle covering the risk of third parties for the period from 04.02.2021 to 03.30.2024. This petition is bad for non joinder of New India Assurance Company Limited. Hence the 1st respondent is not liable to pay any compensation. Hence this petition is liable to be dismissed.

5. Case of the 3rd Respondent as seen from its counter :

This petition is false, frivolous and is not maintainable either in law or on facts. Regarding the manner of the accident and the alleged responsibility of the 1st respondent's vehicle are all not admitted. At the time of accident, the 1st respondent's driver was driving the car at a moderate speed, the deceased who was walking on the road had crossed from east to west direction in a negligent manner without noticing the car coming from north to south direction and thereby voluntarily invited the peril. Further the 1st respondent's driver was not having valid driving license to drive the car at the time of accident which amounts to violation of policy condition. Hence the 2nd respondent is not liable to pay any compensation. The petitioners must prove the deceased age, income and occupation with documentary evidence. The amount of compensation claimed by the petitioners is unsustainable. Hence this petition is liable to be dismissed.

5. Points for determination :-

1. Whether the accident occurred only due to the rash or negligent driving of the 1st Respondent's driver?
2. Whether the deceased sustained death in the accident?
3. Whether the 2nd or 3rd respondent is liable to pay compensation to the petitioners? If so, to what quantum?
4. To what other relief?

6. The 1st petitioner Arumugam was examined as PW.1 and through her Ex.P1 to

P.19 documents have been marked and one Anandhakumaran was examined as PW2 and Ex.P.20 has been marked. On the side of 2nd respondent one Vidhyadharan was examined as RW1 and Ex.R.1 was marked and one Paulraj was examined as RW2 and Ex.X.1 to Ex.X.3 were marked. On the side of 3rd respondent one Panneer Selvam was examined as RW3 and Ex.R.2 to Ex.R.4 were marked .

7. Points No. 1 to 3:-

a) The 1st petitioner reiterated that on 08.02.2023 at about 8.15AM, when the deceased was walking on the Rajapalayam to Madurai road, opposite to T. Kunnathur Co-operative society from north to south direction, at that time 1st respondent's car bearing registration No.TN-58-BX-2065 which was driven by its driver in a rash and negligent manner and dashed against the deceased and he sustained fatel injuries and immediately he was taken to Government Rajaji Hospital, Madurai and he was died on that day. The deceased was aged about 31 years and was working as server in Hotel and was earning Rs.15,000/- per month. The 1st petitioner is the father and the 2nd petitioner is the mother and the 3rd petitioner is the sister and the 4th petitioner is the brother of the deceased Rajkumar. The petitioners has lost the love and affection of deceased Rajkumar. The accident occurred only due to the rash and negligent driving of the driver of the 1st respondent. The 1st respondent is the owner of the vehicle. The 2nnd and 3rd respondents are the insurer of the 1st respondent's vehicle. Hence both the respondents are jointly and severally liable to pay a compensation to the petitioners.

b) PW1's deposition is consistent with the above claims. **Ex.P.1** the FIR was registered against one Sundararajan, the 1st respondent, based one Dhanasigh's complaint. Further the true copy of Alteration report was marked as Ex.P.2. The copy of MV report and copy of Postmortem report were marked as Ex.P.3 and Ex.P.4. These documents prima facie support the petitioner's version and indicate negligence solely on the part of the driver of the 1st respondent. Further the eyewitness of one Anandhakumaran was examined as PW2 and he has deposed that the accident was happened due to the negligence of the 1st respondent.

c) The 2nd and 3rd respondents did not adduce any evidence to rebut the petitioner's claims or to prove contributory negligence on the part of the deceased. The 1st respondent has remained ex parte, and their absence supports the petitioner's version. Adverse inference is drawn against the 1st respondent. Despite cross-examination, PW1's credibility remained intact.

d) Based on the principle of **preponderance of probability**, this Tribunal finds that the accident was caused due to the rash and negligent driving of the 1st respondent's driver. It is a settled legal position that in motor accident claims, the strict standard of proof as in criminal cases is not required. The Hon'ble Supreme Court in *Sajeena Ikhbal & Ors. v. Mini Babu George & Ors.*, 2024 LiveLaw (SC) 810, and the Hon'ble Madras High Court in *United India Insurance Co. Ltd. v. Krishnaveni and Others*, 2016 (1) TN MAC 563 (DB), held that motor accident claims are summary in nature and preponderance of probability is sufficient.

e) In this case, the 2nd respondent has contended that this 2nd respondent has issued policy of insurance to the 1st respondent only to cover damages to the car for the period from 24.06.2022 to 23.06.2023 and nothing more and the New India Assurance Company has issued policy to the 1st respondent's vehicle covering the risk of third parties for the period from 04.02.2021 to 03.30.2024. Hence this respondent is not liable to pay compensation to the petitioners. To support the contention the Legal Manager of the 2nd respondent's insurance company was examined as RW1 and Ex.R.1 the copy of insurance certificate was marked.

f) The 3rd respondent was impleaded as per the order in I.A.No.3069/2024 dated 03.06.2025. The 3rd respondent contended that the 1st respondent's driver was not having valid driving license to drive the car at the time of accident which amounts to violation of policy condition. Consequently, the insurance company asserts that it is not liable to pay compensation to the petitioners. To support this contention, the Junior Assistant of the Regional Transport Office (RTO), Thirumangalam was examined as RW2 and authorization letter, extract of driving license and MV report were marked as Ex.X.1 to Ex.X.3. Furthermore the RW2 has deposed in his chief examination that

விபத்து தேதியான 08.02.2023ம் தேதியன்று சுந்தரராஜன் என்பவருக்கு எங்கள் அலுவலகத்தில் ஓட்டுனர் உரிமம் வழங்கப்படவில்லை.

On perusal of Ex.X.2 and Ex.X.3 it is established that the 1st respondent namely Sundararajan did not hold a valid driving license at the time of the accident.

g) Furthermore, the 3rd respondent issued a notice (Ex.R.3 and Ex.R.4) to the 1st respondent and his driver requesting the production of his driving license. However, the 1st respondent and his driver failed to produce his driving license. Therefore, Ex.X.2, Ex.X.3, Ex.R.2 and Ex.R.3 when read together with the testimony of RW2, clearly establish that the driver of the 1st respondent did not hold a valid and effective driving license at the time of the accident involving the offending vehicle. Furthermore the 2nd respondent did not object regarding the policy of 1st respondent vehicle in force and regarding the policy, the deceased Rajkumar is the third party.

h) Further the 2nd respondent is contended that the 2nd respondent is not liable to indemnify the 1st respondent for any liability arising out of the said accident, which occurred after the commencement of the Motor Vehicles (Amendment) Act, 2019. Therefore, the principle of "pay and recovery" cannot be applied against the respondent.

i) In this regard our **Honourable High Court, Madras in 2025(1)TNMAC 597 Branch Manager, SBI General Insurance Company Limited Vs Muthulakshmi** held that

> ***29***. *"Section 149(5) mandates that any amount paid by the Insurer to the Third party over and above the amount payable by Insurer to the insure under the Policy, shall be recovered by the Insurer from the insured. Now by virtue of New section 147(2) the Central Government is empowered to prescribe a base premium and liability of the Insurer in respect of such premium for the Insurance policy. Since the liability of the Insurer in respect of Third party insurance is sought to be limited, by virtue of Notification by*

Government in consultation with insurance Regulatory and Development Authority, sub-section (5) of old section 149 is deleted to remove doubt. The deletion of sub-section(5) of old section 149 is in tune with the amendment introduced under section 147(2)

30. *In view of the discussion made earlier, this court holds that notwithstanding deletion of proviso to sub-section (4) of Old section 149 and sub-section (5) of very same section which is renumbered as Section 150, the Insurer's liability to honour the Award passed against the insured in respect of Third party claims continues and in the event of Insurer's success in raising a defence under sub-section (2) of New section 150 the Tribunal can very well order pay and recovery.*

32. *In nutshell, the common question of law taken up for consideration is answered in affirmative and it is held that notwithstanding the deletion of proviso to sub-section(40 and sub-section (5) of old section 149 of Motor vehicles Act 1988, by Amending Act 32 of 2019, the Motor Accident claims Tribunal can pass Orders for "Pay and Recovery".*

j) Hence the Amendment Act, 2019 has not diluted the statutory liability of the insurance company to compensate third parties.

k) Further recent judgment of the Honourable Division Bench of Madras High Court Madurai Bench, in **CMA No. 517 of 2025, *The Branch Manager, ICICI Lombard General Insurance Company Limited, Thanjavur vs. Mariyapushpam and Others*, dated 01.06.2026**, held that the "pay and recover" principle has not been abolished and continues to apply even after the Motor Vehicles (Amendment) Act, 2019 and reaffirmed the judgment of the Honourable Supreme Court of India in ***National Insurance Company vs. Swaran Singh*, (2004) 3 SCC 297,** and held as follows:

73. Pursuant to Section 147(2), the Central Government has framed the Motor Vehicles (Third Party insurance base Premium and Liability) Rules, 2022, Rule 2 of the said Rules prescribes the base premium for third party insurance for unlimited liability for the various classes of vehicles set out in

the table therein. Section 150(2)(ii)and (iii) (b) and (c) respectively are defences which are available to the insurer in terms of section 150(5). As we have already pointed out earlier, the liability of the insurer to the third party flowing from Section 150(1) is notwithstanding the fact that the insurer may be entitled to avoid or cancel or may have avoided or cancelled the policy. This is further clarified by Explanation (c) to Section 150. Consequently, breach of a condition falling within section 150(2)(ii) and (iii), (b) and (c) may entitle the insurer to repudiate the contract of insurance between itself and the insured . However, the statutory obligation to first satisfy the claim of the third party under section 150(1) does not vanish. The insurer must first satisfy and then proceed against the insured in such cases.

74. We are fortified in taking this view since even under the unamended Form 51, Serial Nos.10 and 11 stated that the policy does not cover use for - (a) organized racing, or (b) speed testing and (c) use for hire on reward which were all permissible defences under section 149(2)(1)(i)(a) and 149(2)(a)(i)(b) . However, even under the regime which existed prior to the Motor Vehicles (Amendment)Act, 2019 in all such cases also the insurer was first bound to satisfy the claim of the third party under the award and then proceed in recover the same from the insurer. Consequently, this contention also fails.

CONCLUSION:

75. For the reason stated above, we hold and declare that :

a. The deletion of the proviso to Section 149(4) and Section 149(5) in the Motor Vehicles Act, 1988, as it stood prior to the amendment by the Motor vehicles (Amendment) Act, 2019(Act 32 of 2019) does not have the effect of obliterating the statutory duty of the insurer to pay the claims made under an award or decree in respect of liability covered under a policy of

insurance.

b. The duty vis-a-vis a third party is statutory in character and flows from Section 150(1) of the Motor vehicles Act, 1988, as amended by Act 32 of 2019, and remains unhindered by the fact that the insurance company has succeeded in establishing a contractual defense permitted under section 150(2)

c. In the event the insurance company succeeds in establishing a defense under section 150(2), the insurer will stand absolved from its contractual liability vis-a-vis the insured. Consequently, the insurer, after satisfying its statutory liability under section 150(1) can proceed to recover the sum so paid from the insured . The insurance company can proceed to recover the same in terms of the directions contained in paragraph 110(x) of the decision of the Supreme court in National Insurance Company Lted Vs Swaran Singh (2004) 3 SCC 297.

d. Converely, if the insurance company does not succeed in establishing a defense under section 150(2) the burden to meet the entire claim will fall on the insurer by virtue of section 147(2) as amended by Act 32 of 2019, and Rule 2 of the Third party insurance (Base Fermium and Liability) Rules 2022 which provides for unlimited liability in respect of third party insurance under Chapter XI of the Act.

76. In these batch of appeals, there is a factual finding of a violation of one of the policy conditions on one or more grounds set out in Section 150(2) of the Motor Vehicles Act, 1988 . Consequently, the Motor Accident Claims Tribunals (MACT) has directed the insurance companies to the first pay the third party and thereafter recover the sums so paid under the award from the insured. In so far as CMA(MD) 213 of 2026 is concerned, we observe that in Sunita Vs United India Insurance Company, 2025 SCC Online SC 1464, the Supreme Court directed pay and recover even in the absense of a fitness certificate which

constituted a breach of a policy condition

77. In so far as the quantum of compensation fixed by the Tribunal in each of these cases, we have carefully gone through the various head under which compensation has been fixed, and we find the same to be just and proper in the facts and circumstance of the respective case.

l) The Honourable Division Bench of Madras High Court Madurai Bench in the above judgment has clearly stated that Deletion of the proviso to Section 149(4) and Section 149(5) does not abolish the insurer's statutory duty to satisfy an award passed in favour of a third party victim. The insurer's duty towards a third party flows from Section 150(1) and is statutory in nature. Even if the insurer successfully proves a defence under Section 150(2) (no license, permit violation, drunken driving etc..) the third party victim's right to compensation remains protected. If the insurer establishes a policy violation under Section 150(2) it is relieved of its contractual liability toward the insured, but must first pay the claimant and then recover the amount from the insured. The court specifically held that the insurer must "first satisfy and then proceed against the insured" in such cases and that any violation of the insurance policy cannot bar a third party from claiming compensation in the event of an accident. It further held that only the insured cannot seek any remedy from the insurer. Therefore, in the present case, the second respondent is liable to pay the compensation amount to the petitioner and thereafter recover the same from the first respondent.

m) Riding the vehicle without an effective and valid driving license would amount to violation of policy. However the deceased is a third party and the accident occurred only due to the rashness and negligence of the 1st Respondent and so the 3rd respondent with whom the vehicle has been insured shall be liable to pay compensation to the petitioner and then recover the same from the 1st Respondent. Hence the 3rd respondent insurance company is held liable to pay the compensation to this petitioner and then recover from the 1st respondent, the owner of the vehicle in the manner know to law.

n) In petition, the 1st petitioner stated that the age of the deceased as 31 years. There is no such documents filed by the petitioners to prove the age of the deceased. Ex P4 is the copy of postmortem report of the deceased Rajkumar in which the age of the deceased Rajkumar mentioned as 31 years. Hence this tribunal inclined to fixed age of the deceased as 31 years.

o) The 1st petitioner is the father and the 2nd petitioner is the mother and the 3rd petitioner is the sister and the 4th petitioner is the brother of the deceased Rajkumar as proved by the legal heir certificate marked as Ex.P6. Further, the 3rd and 4th petitioners are the sister and brother, respectively, of the deceased and were not financially dependent upon the deceased. Merely by virtue of their relationship with the deceased, they cannot be considered dependent legal representatives entitled to claim compensation towards loss of dependency. In the absence of any evidence establishing that they were financially dependent upon the deceased or suffered any pecuniary loss on account of the deceased's death, their claim for compensation is not legally sustainable. Therefore, the claim for compensation made by the 3rd and 4th petitioners is liable to be rejected. Therefore, the 1st and 2nd petitioners are the sole surviving person of the deceased, Rajkumar. Therefore this tribunal holds that petitioners are entitled to claim compensation for the death of the deceased.

p) **<u>Income of the deceased:-</u>**

The deceased age fixed as 31 years. The 1st petitioner stated that the deceased, Rajkumar, was working as server in Hotel and was earning Rs.15,000/- per month at the time of accident. The 1st petitioner has produced Ex.P.7 the copy of 10th mark sheet, Ex.P.8 the copy of Electrician certificate , EX.P.9 copy of driving license of HMV vehicle certificate, Ex.P.10 copy of Conductor license and Ex.P.19 the copy of HMV driving licnese of deceased. However, no documentary evidence has been filed to substantiate this claim, apart from the oral testimony of PW1. On considering above, the age of the deceased and as per the fact and circumstances of the claim petition this tribunal safely fixed the notional income of the deceased is Rs.15,000/- per month.

q) **Future Prospects:-**

The deceased was aged about 31 years at the time of the accident, Regarding the future prospects in case of **National insurance Co Ltd., versus Pranay Sethi and others 2017(2) TNMAC 609(SC)** the apex court held as in case the deceased was self employed an addition of 40% as the established income should be the warrant where the deceased age was below 40 years. In this case of hand the deceased was working as Server in Hotel and therefore he was a self employee at the time of accident. As per the above judgment 40% of income should be added as future prospects of the deceased and the income after taking into consideration 40% for future prospects would be (**Rs.15,000/- + Rs.6,000-) = Rs.21,000/-.**

r) **Deduction of Personal expenses:**

As per reported judgment of the **(Smt.Sarala verma and others /Vs./ Delhi Transport Corporation and another), the ruling reported in 2013(1) TNMAC page 481 S.C.** as the deceased was unmarried at the time of the accident and he had four dependents, his parents, sister and brother. Although the deceased's sister and brother are the 3rd and 4th petitioners are unmarried and resides with and depends on his parents, it is evident that the 3rd and 4th petitioners, who are the deceased's sister and brother, were not financially dependent on the deceased. Therefore, the 3rd and 4th petitioners are not entitled to receive any compensation on account of the death of the deceased. Therefore 1/2 is liable to be deducted towards his personal expenses. So the multiplicand would be R**s.21,000/- - less Rs.10,500/-= Rs.10,500/-**.

s) **Annual income:-**

Already this tribunal fixed a notional income of the deceased at **Rs.10,500/-**per month, after deducting the personal expenses, the annual income would be arrived at Rs.**10,500/-x12=Rs.1,26,000/-**

t) **Multiplier:-**

According to verdict of our apex court **2009(2) TNMAC page 1 (Smt.Sarala verma and others /Vs./ Delhi Transport Corporation and another)** the multiplier in fixed as 16. Since, the age of deceased already fixed as 31 years. Hence, the total loss of dependency would be **Rs.1,26,000 /- x 16 = Rs.20,16,000/-.**

u) **Loss of Consortium:-**

As per verdict our apex Court this tribunal inclined to petitioner's are entitled to filial consortium to a sum of Rs.40,000/-each. The 1st and 2nd petitioners are entitled to compensation and the head of funeral expenses and loss of estate.

Now the The petitioner is entitled to compensation under the various heads as follows:-

Loss of income		
(Rs. **1,26,000 /- x 16**)	=	**20,16,000/-**
Loss of filial consortium	=	80,000/-
Funeral expenses	=	15,000/-
Loss of estate	=	15,000/-

Total	=	Rs.21,26,000/-

Hence, the total compensation payable is **Rs.21,26,000/-(rounded)** to the 1st and 2nd petitioners.

8. **Point No.4** :-

The 3rd respondent contended that the 3rd respondent was impleaded as a party pursuant to the order passed in I.A. No. 3069 of 2024 dated 03.06.2025, and therefore, the petitioners are not entitled to claim interest from the date of filing of the claim petition. Accordingly, it was contended that the liability of the 3rd respondent to pay compensation and interest would arise only from the date on which the 3rd respondent was impleaded as a party, i.e., from 03.06.2025. In view of the facts and circumstances of the case, this Tribunal holds that the petitioners are entitled to interest on the compensation amount at the rate of 7.5% per annum from 03.06.2025 till the date of realisation, along with the costs of the petition..

Personal and Bank details of petitioners :-

The identity of 1st petitioner is established through the photo copy of Aadhar card i.e., Ex.P.11. Further, as per Ex.P.12- photo copy of bank passbook, it is noted that the 1st petitioner is having bank account in Canara Bank, T. Kunnathur Branch in account **No.1495101000506.**

The identity of 2nd petitioner is established through the photo copy of Aadhar card i.e., Ex.P.13. Further, as per Ex.P.14- photo copy of bank passbook, it is noted that the 1st petitioner is having bank account in Canara Bank, T. Kunnathur Branch in account **No.1495101019024.**

9. In result, this petition is allowed as follows...

i. The 1st and 2nd petitioners are awarded compensation of **Rs.21,26,000/-** with interest at the rate of 7.5% per annum from **03.06.2025** to till the date of realisation along with the cost i.e., Rs.50,402.50p. The 1st and 2nd petitioners are not entitled to get any interest for the default period if any. **The petition is dismissed regarding the 3rd and 4th petitioners.**

The 3rd respondent is directed to deposit the said of compensation amount with interest and cost in the bank account of this 1st petitioner name **Arumugam in Account No.1495101000506, Canara Bank, T. Kunnathur Branch, (IFSC code :CNRB0001495)** within a month after paying entire court fee by the petitioners

The 3rd respondent is directed to deposit the said of compensation amount with interest and cost in the bank account of this 2nd petitioner name **Muthumari in Account No.1495101019024, Canara Bank, T. Kunnathur Branch, (IFSC code :CNRB0001495)** within a month after paying entire court fee by the petitioners. The 3rd respondent shall be liable to pay compensation to the petitioner and then recover the same from the 1st Respondent the owner of the vehicle. **The petition is dismissed regarding the 2nd respondent.**

iii. The petitioners paid court fee of Rs.200/-. The actual court fee to be paid for the award amount is Rs.20,632.50p. So, the petitioners are directed to pay the balance court fee of Rs.20,432.50p within two weeks from the date of order.

Failure to comply will result in the petitioner being disentitled to interest for the period from the date of this order until the full court fee is paid.

iv. The 1st and 2nd petitioners are directed to pay the additional court fees, obtain an acknowledgment from the court, and submit it to the 3rd respondent/insurance company.

v. The 1st and 2nd petitioners are entitled for copy of order only after payment of the balance court fee.

vi. As per rules, the advocate fee is fixed as Rs.29,760/-.

vii. Following the judgment of the Hon'ble High Court of Madras in M/s.Cholamandalam MS General Insurance Co Ltd., Vs. Ayyanar & others – reported in **2020 (4) CTC 272,** no decree is prepared. All the parties are entitled to free copies of the award as per Section 168 (2) of the MV Act and Rules 20 (6) of the Rules.

Dictated to the Steno-Typist, typed by her directly into the computer, corrected, printed out and pronounced by me in the Open Court on this the 11th day of August 2026.

N NAGALAKSHMI
Digitally signed by N NAGALAKSHMI
Date: 2026.08.11 18:20:22 +0530

Special District Judge (MACT),

Madurai.

Petitioner side Witness:

PW.1 - Arumugam (1st Petitioner)

PW2 – Anandhakumaran

Petitioner's side exhibits:

Sl.No	Ex. No	Details
1.	Ex.P1	True Copy of FIR
2.	Ex.P2	True copy of Alteration report
3.	Ex.P3	Copy of MV report of TN-58-BX-2065
4.	Ex.P4	Copy of postmortem report
5.	Ex.P5	Copy of death certificate
6.	Ex.P6	Copy of Legal heirs certificate
7.	Ex.P7	Copy of 10th mark sheet of deceased

8.	Ex.P8	Copy of Electrician certificate
9.	Ex.P.9	Copy of HMV license certificate
10	Ex.P.10	Copy of Conductor certificate
11	Ex.P.11	Copy of Adhar card of 1st petitioner
12	Ex.P.12	Copy of bank passbook of 1st petitioner
13	Ex.P.13	Copy of Adhar card of 2nd petitioner
14	Ex.P.14	Copy of bank passbook of 2nd petitioner
15	Ex.P.15	Copy of Adhar card of 3rd petitioner
16	Ex.P.16	Copy of bank passbook of 3rd petitioner
17	Ex.P.17	Copy of Adhar card of 4th petitioner
18	Ex.P.18	Copy of bank passbook of 4th petitioner
19	Ex.P.19	Copy of HMV license of deceased
20	Ex.P.20	Copy of Adhar card of PW2

Witness document marked through witness RW1:

Ex.X.1 – Authorization letter

Ex.X.2 – Extract of driving license

Ex.X.3 – Copy of MV report of TN-58-BX-2065

Respondent side Witness :

RW1 – Vidhyadharan, Legal Manager, 2nd respondent insurance company

RW2 – Paulraj, Junior Assistant, RTO, Thirumangalam

RW2 – Panneer Selvam, Senior Manager, 3rd respondent insurance company

Respondent side Exhibits:

Ex.R.1 – True Copy of Insurance certificate

Ex.R.2 – True copy of Insurance certificate

Ex.R.3 – Copy of Advocate notice to 1st respondent

Ex.R.4 – Copy of Advocate notice to 1st respondent

N NAGALAKSHMI

Digitally signed by N NAGALAKSHMI
Date: 2026.08.11 18:20:35 +0530

Special District Judge (MACT),

Madurai.

Special District Court for MCOP Cases, Madurai
MCOP.No.676/23
DRAFT / FAIR Order
11.08.2026