BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL

(III COURT OF SMALL CAUSES, CHENNAI)

Present: Shri. M.DHARMAPRABU, M.A., M.L.,

III Judge, Court of Small Causes

Friday, the 17th day of July 2026

Motor Accidents Claims Original Petition No.5919 of 2022

CNR NO : TNCH09-014289-2022

Mr. SHOAIB BASHA S/o. Riyaz Basha,
No: 96/23, Venkatesan 1st Lane, 1st Street,
Mount Road, Anna Salai, Chennai-600 002.

…Petitioner

-Vs-

The Managing Director,
S.E.T.C. Limited, Thiruvalluvar House,
No:2, Pallavan Salai, Chennai-600 002. …Respondent

Appearance:

M/s.T.Sathyanarayanamurthy & another, Counsels appearing for the Petitioner.

M/s.S.Manivannan, Counsel appearing for the respondent.

****

Upon perusing the entire records, I passed the following

AWARD

The Petitioner claimed compensation of Rs. 35,00,000/- for the injuries sustained by him in a motor accident.

2. Crux of the Petition:

The Petitioner was aged about 21 years working as a Coolie, thereby earning Rs. 18,000/- per month. On 29.11.2022 at about 03.30 Hours, when the petitioner was traveling in the Bus bearing registration number TN 01 AN 3117 belonging to the 1st Respondent on Trichy - Dindigul National Highway near Naduppatti, Vaiyampatti, the Driver of the Bus drove the same in a rash and negligent manner and hit against the centre median capsized down the Bus due to which the Petitioner and other passengers sustained grievous injuries. A criminal case was registered in crime No. 391 of 2022. Hence, the petition.

3. <u>Crux of the Counter of the Respondent:</u>

Denied the averments contained in the petition. Manner of the accident is denied. Age, income and occupation of the petitioner are denied. Driver of the Bus was carefully driving the bus following traffic rules. An unknown lorry was proceeding in front of the bus on the same direction at the adjacent left side of the road and suddenly turned towards right in a rash and negligent manner and to avoid hitting the lorry, the Driver of the Bus moved the bus towards right that resulted in the loss of control and accident. The claim of the petitioner, in any event, is highly excessive. Hence, the Petition is to be dismissed.

4. <u>Points taken for cosideration are as follows:-</u>

1. On whose negligence, did the accident occur?

2. Whether the petitioners are entitled to compensation? If so, to what extent?

5. On the side of the petitioner, the petitioner was examined as the PW1 and Ex.P1 to P16 were marked, Care taken Gulnas Begum was examined as PW2 and Ex.P17 was marked. On the side of the respondent, Driver of the Bus was examined as RW1, however, no documentary evidence was adduced. Disability certificate assessing 75% disability was marked as Ex.C1.

6. <u>Answer to Point No. 1:</u>

Ex.P1, the First Information Report, was registered against the Driver of the Bus. It is seen that the Driver of the Bus was examined as RW1. However, the rashness and negligence of the Driver of the Bus has not been controverted by the Respondent. Therefore, I hold that the accident was due to the rash and negligence of the Driver of the Bus.

7. <u>Answer to Point No. 2:</u>

(a) Having held that the accident occurred due to the rash and negligent driving of the Bus driver, the petitioner is entitled to just compensation. The petitioner was only 21 years old at the time of the accident. At such a young age, he had every prospect of leading a productive life through his physical labour. However, the unfortunate accident has completely altered the course of his life.

(b) Ex.P2 Treatment Notes issued by Rajiv Gandhi Government General Hospital and Ex.P9 Discharge Summary disclose that the petitioner sustained a traumatic paraplegia consequent to an L2 burst fracture (Cauda Equina Syndrome). He underwent spinal surgery with stabilization, wound debridement of the right foot and prolonged inpatient treatment followed by comprehensive spinal cord injury rehabilitation. The medical records further reveal that the petitioner has permanently lost bowel and bladder sensation.

(c) Ex.C1 Disability Certificate issued by the Medical Board assesses the permanent physical disability at 75%. The Disability Certificate further records that the petitioner suffers from bowel and bladder incontinence and that his condition has deteriorated. The X-ray films produced under Exs.P4 to P8 also reveal multiple implants, screws and K-wires inserted in the spine and right foot, demonstrating the severity of the injuries.

(d) The oral evidence of PW2, who has been attending upon the petitioner, assumes considerable significance. She has deposed that the petitioner has no control over urine and stools, requires diapers, needs assistance for maintaining personal hygiene, cleaning the urine collection bag and requires continuous assistance whenever he moves outside the house. Her testimony remains unshaken in cross-examination and fully corroborates the medical evidence.

(e) The next question is the assessment of the petitioner's loss of earning capacity. In ***Raj Kumar v. Ajay Kumar,*** **(2011) 1 SCC 343**, the Hon'ble Supreme

Court has held that while determining compensation, the Tribunal should assess not merely the percentage of permanent physical disability but its actual impact upon the earning capacity of the injured, namely, the functional disability.

(f) In the present case, the petitioner was admittedly working as a Coolie. Manual labour demands complete physical fitness, mobility, balance and endurance. The petitioner has suffered traumatic paraplegia with permanent bowel and bladder incontinence. The evidence on record unmistakably establishes that he cannot stand, walk or undertake any strenuous physical activity. More importantly, he has lost independent control over his bodily functions and requires assistance even for his daily routine. Therefore, though the Medical Board has assessed the permanent physical disability at 75%, this Tribunal is of the considered view that the functional disability affecting the earning capacity of the petitioner is 100%.

(g) The petitioner has claimed a monthly income of Rs.18,000/- as a Coolie. No documentary evidence has been produced regarding his income. Having regard to the nature of avocation, the year of accident being 2022, and applying the Cost Inflation Index adopted by the Hon'ble High Court, this Tribunal fixes the notional monthly income at Rs.17,000/-.

(h) The petitioner was 21 years old at the time of the accident. In view of the law laid down by the Hon'ble Supreme Court in ***National Insurance Company Ltd. v. Pranay Sethi & Ors.,*** **AIR 2017 SC 5157**, an addition of 40% towards future prospects is liable to be made. Further, in terms of ***Sarla Verma & Others v. Delhi Transport Corporation & Another,*** **(2009) 6 SCC 121**, the appropriate multiplier applicable for the age group of 21 to 25 years is '18'.

(i) Accordingly, the loss of earning capacity is calculated as follows:

Particulars	**Amount (Rs.)**
Monthly Income	17,000/-
Future Prospects @ 40%	6,800/-

Particulars	**Amount (Rs.)**
Monthly Income + Future Prospects	23,800/-
Annual Income	2,85,600/-
Multiplier	18
Functional Disability	100%
Loss of Earning Capacity	**51,40,800/-**

(j) The evidence on record clearly establishes that the petitioner would require continuous assistance throughout his lifetime. PW2 has categorically deposed that the petitioner has permanently lost bowel and bladder control, requires diapers, needs assistance for maintaining personal hygiene, cleaning the urine collection bag and assistance whenever he moves outside the house. These facts are fully corroborated by Ex.P2, Ex.P9 and Ex.C1.

(k) In ***Kajal v. Jagdish Chand,*** **(2020) 4 SCC 413**, the Hon'ble Supreme Court held that where an injured claimant requires lifelong assistance, future attendant charges constitute an independent head of compensation and should be assessed by adopting a reasonable monthly expenditure and applying the appropriate multiplier. In the said case, relating to an accident of the year 2007, the Hon'ble Supreme Court assessed the cost of one attendant at Rs.5,000/- per month and awarded compensation accordingly. The said principle has also been reiterated recently by the Hon'ble Supreme Court in ***Hansraj v. Mukesh Nath & Ors.,*** **2026 INSC 454**.

(l) The accident in the present case occurred in the year 2022. Having regard to the escalation in wages over the years and the nature of assistance required by the petitioner, this Tribunal considers it appropriate to adopt Rs.10,000/- per month towards future attendant charges. Therefore, for annual charges, it would be Rs. 1,20,000/-. Applying 18% Multiplier, the amount would be **Rs. 21,60,000/-**

towards **Future Attendant's charges.**

(m) The petitioner underwent prolonged hospitalisation, spinal surgery, rehabilitation and continues to suffer permanent paraplegia. He has to endure lifelong physical pain and mental agony arising out of the irreversible disability. No amount of money can truly compensate such suffering. Considering the gravity of the injuries and the age of the petitioner, this Tribunal awards **Rs.3,00,000/-** towards **Pain and Suffering**. Owing to the permanent paraplegia, the petitioner has lost the ordinary amenities of life. He has been deprived of independent movement, recreational activities, social interaction and the ability to enjoy the normal pleasures of life expected by a person of his age. Therefore, a sum of **Rs.3,00,000/-** is awarded towards **Loss of Amenities**.

(n) The petitioner was only 21 years old at the time of the accident. The permanent paraplegia and loss of bowel and bladder control have substantially impaired his prospects of leading a normal marital and family life. Following the principles recognized by the Hon'ble Supreme Court in ***Hansraj's case,*** this Tribunal awards **Rs.3,00,000/-** towards **Loss of Marriage Prospects**.

(o) Though the petitioner has survived, the quality of life which he could reasonably have expected has been substantially diminished. He has been rendered permanently dependent upon others for several basic activities of daily living and will have to endure the consequences of the disability throughout his lifetime. Therefore, a sum of **Rs.2,00,000/-** is awarded towards **Loss of Expectation of Life**.

(p) Considering the prolonged treatment, repeated hospital visits, rehabilitation programme and the necessity for special nutritious food during recovery, this Tribunal awards a consolidated sum of **Rs.1,00,000/-** towards **Transportation and Extra Nourishment Expenses**. Towards **Damage to Clothes and Articles,** a sum of **Rs.5,000/-** is awarded.

(q) Accordingly, the petitioner is awarded with the compensation as tabulated under:

Sl. No.	Heads of Compensation	Amount (Rs.)
1.	Loss of Earning Capacity	51,40,800/-
2.	Future Attendant Charges	21,60,000/-
3.	Pain and Suffering	3,00,000/-
4.	Loss of Amenities	3,00,000/-
5.	Loss of Marriage Prospects	3,00,000/-
6.	Loss of Expectation of Life	2,00,000/-
7.	Transportation, Extra Nourishment and Incidental Expenses	1,00,000/-
8.	Damage to Clothes and Articles	5,000/-
	Total	**85,05,800/-**
	Rounded off	**85,06,000/-**

(r) Thus, the total compensation of **Rs.85,06,000/- (Rupees Eighty Five Lakhs Six Thousand only).** Though the amount claimed by the Petitioner is Rs. 35,00,000/- by invoking power under Section 168 of the MV Act to award 'just compensation' the above quantum is determined and awarded as just compensation. In this context, I am obliged to refer to the decision of the Hon'ble Supreme Court in ***Meena Devi v. Nunu Chand Mahto,*** **2022 (2) TNMAC 605 : (2023) 1 SCC 204.**

(s) Having held that the Respondent's Driver is the reason for the accident, the Respondent is liable to pay compensation to the Petitioner.

(t) The object of awarding compensation is not merely to compensate the victim immediately but also to provide sustained financial security throughout his lifetime. In cases involving permanent disability requiring lifelong care and assistance, a structured disbursement would better serve the ends of justice than permitting unrestricted withdrawal of the entire compensation. Accordingly, this Tribunal directs the following scheme of disbursement:

(a) Out of the Award amount so deposited, the Petitioner is permitted to withdraw **30%** of the Award amount together with proportionate accrued interest immediately, to enable him to discharge the medical expenses already incurred, clear any debts contracted for treatment, meet rehabilitation expenses, modify his residence wherever necessary, and attend to his immediate medical and personal requirements.

(b) The remaining **70%** of the Award amount shall be invested in one or more Fixed Deposit Accounts in any Nationalised Bank, initially for a period of three years, with automatic renewal until further orders of this Tribunal.

(c) The Petitioner shall be entitled to withdraw **20%** of the Award amount together with the interest accrued thereon after the expiry of **three years**, upon filing an appropriate application before this Tribunal.

(d) The Petitioner shall be entitled to withdraw a further **20%** of the Award amount together with accrued interest after the expiry of **six years** from the date of deposit, upon filing an appropriate application before this Tribunal.

(e) The Petitioner shall be entitled to withdraw a further **20%** of the Award amount together with accrued interest after the expiry of **nine years** from the date of deposit, upon filing an appropriate application before this Tribunal.

(f) The balance **10%** of the Award amount together with accrued interest shall lie in the Fixed deposit and be permitted to be withdrawn after the expiry of **twelve years** from the date of deposit, upon filing an appropriate application before this Tribunal.

(u) It is made clear that the above directions are issued solely with a view to safeguarding the financial interests of the Petitioner, ensuring availability of funds for his continued medical treatment, attendant care, and day to day maintenance throughout his lifetime, and preventing premature depletion of the compensation awarded.

(v) It is further made clear that, in the event of any unforeseen medical emergency, requirement of major surgery, rehabilitation, or any other exceptional circumstance warranting immediate financial assistance, the Petitioner shall be at liberty to approach this Tribunal seeking premature release of any portion of the Fixed Deposit amount, and such request shall be considered on its own merits in accordance with law.

8. <u>Mode of Disbursement:</u>

(a) Insofar as the mode of disbursement of compensation is concerned, it is brought to the notice of this Tribunal that the Hon'ble Supreme Court in ***Parminder Singh v. Honey Goyal & Ors.,*** **2025 INSC 361 : 2025 LiveLaw (SC) 318**, has held that the compensation amount shall be directly transferred to the bank account of the claimant, without requiring deposit before the Tribunal. In the present case, the petitioner has already furnished his bank account particulars before this Tribunal, of which the Respondent has due notice.

(b) This Tribunal is of the view that insisting upon payment of deficit court fee by the petitioner as a condition precedent for receipt of the compensation may result in avoidable delay in disbursement and consequential accrual of interest. Since the petition is being allowed with costs, and the liability towards court fee is ultimately to be borne by the Respondent, it is just and proper to direct the Respondent to pay the deficit court fee separately, preferably by way of e-court fee, if any. After deducting such court fee, the balance compensation amount, together with costs, shall be directly transferred to the bank account of the claimant, and intimation of such transfer shall be furnished to this Tribunal forthwith.

(c) The contingency relating to return, reversal, or unsuccessful electronic transfer of the compensation amount shall be governed by the directions contained in the Result portion infra.

9. <u>Result:</u>

In fine,

(a) The Petition is partly allowed with Costs,

(b) The petitioner is awarded a total compensation of **Rs.85,06,000/- (Rupees Eighty Five Lakhs Six Thousand only)** with interest at a rate of 6.5% p.a. from the date of filing of the petition till the date of deposit excluding the period of dismissal for default, if any.

(c) **The respondent is directed, within a period of 30 Days from this day, to pay/deposit the deficit court fee,** if any, before this Tribunal in accordance with law.

(d) Out of the Balance Award amount, **30%** of the Award amount together with proportionate interest shall be directly transferred to the Bank Account of the Petitioner which has been furnished below.

(e) The balance **70%** amount with accrued interest, shall be deposited by the Respondent into the Tribunal's Account, namely **Registrar (MACT), Court of Small Causes, Chennai, Account No. 7103261207, IFSC: IDIB000M157, Indian**

Bank, Madras High Court Branch, Chennai, within the stipulated period. On such deposit, the Respondent shall furnish the Bank Advice before this Tribunal and serve a copy thereof on the Petitioners.

(f) The Tribunal shall thereafter invest the said 70% amount with interests in one or more Fixed Deposits in any Nationalised Bank, initially for a period of three years with automatic renewal. The Petitioner shall be entitled to withdraw **20%** of the Award amount together with proportionate interest after the expiry of **3 years**, **6 years**, **9 years** and the balance of **10%** of the award amount together with accrued interests after the expiry of **12 years** respectively, on filing appropriate applications before this Tribunal.

(g) The **Respondent** shall file before this Tribunal **proof of payment/deposit of the deficit court fee, if any, and proof of electronic transfer of the balance award amount to the Petitioner's bank account(s) immediately after compliance.**

(h) **Only in the event** the electronic transfer is returned, reversed, or remains unsuccessful on account of the bank account being inoperative, closed, incorrect, or for any other reason attributable to the Petitioner, the respondent Insurance Company shall intimate this Tribunal along with proof, if any, and the concerned Petitioner. The Petitioner shall furnish correct and operative bank account particulars before this Tribunal within two weeks from the date of such intimation, and the respondent Insurance Company shall re-transfer the amount to the corrected bank account within the time fixed by this Tribunal. Any delay attributable to such incorrect or inoperative account particulars shall not render the respondent Insurance Company liable for additional interest for the period of such delay.

(i) In the event of non-compliance of the conditions by the Respondent, it is open to the Petitioner to pay the deficit Court-Fees, if any, and the proceed for execution,

(j) The Advocate fees is fixed as **Rs. 92,060/-.**

REQUIRED PARTICULARS

1.	Date of Presentation	12-12-2022	
2.	Date of filing	20-12-2022	
3.	Compensation Claimed	Rs.	35,00,000/-
4.	Court fees paid	Rs.	375/-
5.	Compensation Awarded	Rs.	85,06,000/-
6	Court Fees payable on the Award	Rs.	84,432.50/-
7.	**Deficit Court fees Payable (6-4)**	**Rs.**	**84,057.50/-**
8.	Petitioner's Bank Name and Branch	UCO Bank, Sowcarpet	
9.	Petitioner's Account number and IFSC code	00420110053508, UCBA000042.	
10.	Petitioner's Aadhar	7863 8913 2586	
11.	Petitioner's PAN	METPS6176J	
12.	Default period, if any	---	

Additional court fee paid, MP SR.No.....……………......; dated

STATEMENT OF COSTS

For the petitioners						For the Respondents	
		Rs.		P.		Rs.	**P.**
Stamp on petition	-	84,432	.	50			
Stamp on Vakalat	-	20	.	00			
Stamp for process	-	40	.	00		-- not filed --	
Advocate fees	-	92,060	.	00			
Costs allowed	-	1,76,552	.	50			

//Dictated to the Steno typist, typed by him in the computer directly, corrected and pronounced by me in the open Court, on this Friday, the 17th day of July 2026.//

DHARMAPRABU M

Digitally signed by DHARMAPRABU M
Date: 2026.07.17 14:53:38 +0530

III Judge
Court of Small Causes, Chennai.

Petitioner's side Witness:

P.W.1 : Mr. Shoaib Basha, Petitioner
P.W.2 : Mrs. Gulnaz Begum

Petitioner's side Exhibits:

Ex.P1 : FIR
Ex.P2 : Discharge Summary
Ex.P3 : CT Scan
Ex.P4 : X-Ray
Ex.P5 : Scans
Ex.P6 : X-Ray
Ex.P7 : X-Ray
Ex.P8 : X-Ray
Ex.P9 : Discharge Summary
Ex.P10 : Qualification Certificate
Ex.P11 : Photo series
Ex.P12 : Bank Passbook
Ex.P13 : Aadhar card
Ex.P14 : Pan card
Ex.P15 : RC Book of the respondent
Ex.P16 : Driving License of the respondent
Ex.P17 : Aadhar card copy of the PW2

Respondent side Witness:

R.W.1 : Mr. Thiyagarajan

Respondent side Exhibits: Nil

Court Document:

Ex.C1 : Disability certificate

DHARMAPRABU M

Digitally signed by DHARMAPRABU M
Date: 2026.07.17 14:53:47 +0530

III Judge
Court of Small Causes, Chennai.

Note:

(a) In view of Sub-rule 6 of Rule 20 of TNMAC Rules, 1989 and **M/S.Cholamandalam MS Genl. Ins Co Ltd. v. Mr. Ayyanar & Ors., Tr.CMP. No. 264-281/2020 dt. 11.05.2020**, Drafting of Decree has been dispensed with by direction of the Hon'ble High Court.

(b) Advocate Fees are fixed fixed by the Tamil Nadu State Legal Authority Act Circular dated 17.10.2016 and Rule 20(5) of Tamil Nadu Motor Vehicles Accident Claims Tribunal Rules 1989.

(c) Digitally Signed copy of the Award shall be utilized for all the purposes.