

IN THE COURT OF MOTOR ACCIDENT CLAIM TRIBUNAL  
JUDGE/CHIEF JUDGE, CHENNAI,  
CHENNAI DISTRICT.

Present: **P.Mathusuthanan, B.A., B.L .,**  
Motor Accident Claims Tribunal Judge/Chief Judge, Chennai.

Monday, the 27<sup>th</sup> day of July, 2026.

**M.C.O.P.No.629/2022**  
**(CNR NO.TNCH09-002373-2022)**

1. Dharshan\*, S/o.Lakshmanan,
2. Sanjay (Minor) S/o.Lakshmanan,
3. Lakshmanan (Died), S/o.Dhanasekaran,
4. Ponni\*, W/o.Mani,  
(2<sup>nd</sup> minor petitioner is rep. by his Grandmother Ponni  
as Natural Guardian and Natural Friend)

All are residing at Amman Koil Street,  
Kolathur, Kancheepuram – 602 105.

...Petitioners

-Vs-

1. Munusamy, S/o.Muthu,  
No.1/1, Palla Street, Kolathur,  
Pillaipakkam, Kancheepuram – 602 105.
2. Royal Sundaram General Insurance Co. Ltd.,  
No.1, Second Floor, Subramaniam Building,  
Club House Road, Chennai – 600 002.

...Respondents

***\* (Amended as per order passed in MP No.5/2026 dated 05.01.2026)***

This petition came up before me for final hearing on 09.07.2026 in the presence of M/s.P.Shanmugam and B.Lilly Rani, Learned Advocates appearing for the petitioners and of M/s.R.T.Chaari, Learned Advocate appearing for the 2<sup>nd</sup> respondent and the 1<sup>st</sup> respondent remained exparte and upon hearing the

arguments of both sides and upon perusing the case records and having stood over till this day for consideration, this court passed the following:

**AWARD**

Petition filed u/s 166 of Motor Vehicles Act to claim compensation of Rs.49,00,000/- from the respondents jointly and severally for the loss caused to the petitioners due to the death of Mrs.Selvi in a road accident, which took place on 23.01.2022.

**2. Brief averments of the petition are as follows:-**

(i) On 23.01.2022 at about 11.40 hrs, the deceased was traveling as a co-passenger in a Car bearing Registration No.TN 87 A 3951 at Bangalore to Chennai National Highways, Pappanchatram, opposite to ST.Johns International School, west to east direction. At that time, a Lorry bearing Registration No.TN 28 AJ 6225 which was proceeding ahead of the car, applied sudden brakes as a cow crossed the road in front of it. Consequently, the driver of the car, who was following the lorry, lost control of the vehicle and collided with the rear of the lorry. Due to the impact, the deceased sustained grievous head injuries and died on the very same day.

(ii) This accident happened because of the unmindful, rash and negligent driving of the driver of the 1<sup>st</sup> respondent's car. Had the driver of the 1<sup>st</sup> respondent vehicle been cautious, the accident could have been averted. Therefore the petitioners contended that the 1<sup>st</sup> respondent being the owner and the 2<sup>nd</sup> respondent being the insurer of the offending vehicle are vicariously and

statutorily liable to pay compensation to the petitioners with interest and costs. Hence the petition.

**3. Brief averments of the counter statement filed by the 2<sup>nd</sup> respondent are as follows:-**

The 2<sup>nd</sup> respondent denied all the allegations contained in the petition except those that are specifically admitted in the counter statement. The accident is alleged to have occurred when the 3<sup>rd</sup> petitioner had driven the car bearing Registration No.TN 87 A 3951 in a rash and negligent manner and dashed the lorry on behind. The FIR was registered and the charge sheet was filed against the 3<sup>rd</sup> petitioner for rash and negligent driving. The 3<sup>rd</sup> petitioner is a tortfeasor. The entire accident was due to the sudden stoppage of the Lorry bearing Registration No.TN 28 AJ 6225 without any warning in the middle of the highway. Therefore the owner, driver and insurer of the Lorry bearing Registration No.TN 28 AJ 6225 are necessary parties to this proceeding, but they have not been impleaded in this petition as parties. On this ground, this petition is liable to be dismissed for non-joinder of necessary parties. All high courts and Supreme court had clearly said in their judgments vehicles must maintain a distance of 20 meters in between the vehicles. Here it is clear that the car had not maintained the required distance and caused the accident for which the 2<sup>nd</sup> respondent is not at all responsible and hence denies compensation to the petitioners. Thus, the petition may be dismissed with the costs.

**DISCUSSION**

4. **On perusal of the records** and in view of the rival submission of the learned counsel for either side, the following points are seems to be appropriate to determine this case in effective manner:-

1. Who is responsible for the accident?
2. Who is liable to pay compensation to the petitioners?
3. Whether the petitioners are entitled to compensation? If so, what is the quantum?

5. On the side of the petitioners, the 1<sup>st</sup> petitioner was examined as PW1 and the 4<sup>th</sup> petitioner was examined as PW2. On the side of the petitioners Ex.P1 to P.12 were marked. On the side of the 2<sup>nd</sup> respondent, no witness was examined and no documents were let in.

**ARGUMENTS:**

6. The learned counsel appearing for the petitioners would contend that the deceased, aged 35 years, was doing a Tailoring Work. In such circumstances on, 23.01.2022 at 11.40 a.m., when the deceased along with her husband was proceeding in a Car on the Bangalore to Chennai National Highway, Pappanchatram, opposite to St.Johns International School from west to east, the driver of the lorry going ahead of the said car, suddenly applied the brake in a rash and negligent manner. As a result, the car hit the lorry from behind and the deceased who suffered injury all over the body though taken to hospital was declared dead on the way to the hospital. She would further

contend that only due to the rash and negligent driving of the offending Car, the accident had occurred. He would further contend that in the chief evidence in the form of proof affidavit, the time of the occurrence was wrongly mentioned inadvertently. Since the said typographical error has been be occurred and other particulars found in the proof affidavit are quite consistent with the evidence of the eyewitness as well as the other reliable documents, she argued for allow this petition.

7. **Per contra**, the learned counsel appearing for the 2<sup>nd</sup> respondent would contend that though the fact accident and the manner in which the same had occurred an admitted. So far as the question of negligence is concerned, the accident occurred solely due to the rash and negligent driving of the driver of the lorry, who drove the vehicle recklessly and thereby caused the accident. He would further contend that the driver of the lorry, in an attempt to avoid hitting a cow which had suddenly crossed the road, applied the brakes abruptly. At that time, the driver of the car collided with the said lorry. Thus, no negligence can be attributed to the driver of the car. He further contend that no postmortem report was produced on the side of the petitioners to prove the cause of accident. Finally he would contend that even though it was claimed by the petitioners that deceased was doing a tailoring job and thereby earning a sum of Rs.20,000/- per month no proof of income produced on the side of the petitioners. Hence, he argued that the matter may be decided on merits, taking into account the lapses on the part of the deceased. The learned counsel appearing for the 2<sup>nd</sup>

respondent in the course of arguments would further invite the attention of this court towards the chief evidence of the PW1 filed in the form of proof affidavit and pointed out the errors in the sentence found in the affidavit and would contend that these errors would show the uncertainty over the pleadings of the petitioner in seeking claim.

**Points No.1 & 2:-**

8. Ex.P1 is the First Information Report. From Ex.P1 it is seen that on 23.01.2022 at 11.40 a.m., when the deceased along with her husband was proceeding in a Car on the Bangalore to Chennai National Highway, Pappanchatram, opposite to St.Johns International School from west to east direction, the driver of the lorry going ahead of the said car suddenly applied the brake in a rash and negligent manner. As a result, the car hit the lorry and the deceased who suffered injury all over the body though taken to hospital she was declared dead on the way to the hospital.

9. Thereafter on the complaint given, a case in Crime No.49/2022 has been registered against the driver of the car bearing Registration No.TN 87 A 3951 and lorry bearing Registration No.TN 28 BA 7588 by Poonamallee Traffic Investigation Wing.

10. In order to prove the case of the petitioners, on the side of petitioners, son of the deceased was examined as PW1. PW1 is the co-passenger of the car and a direct eye witness to the accident and he has stated in his chief-examination filed in the form of proof affidavit that the driver of the car applied

sudden brakes after the lorry ahead also braked to avoid hitting a cow. In that process, the driver of the car lost control of the vehicle, and the accident occurred.

11. Though the 2<sup>nd</sup> respondent contended that the accident occurred solely due to the rash and negligent driving of the driver of the lorry, no independent evidence was produced on their side to substantiate the same. On the otherhand, the petitioners have impleaded one of the vehicles involved in the accident, namely the car, and have claimed compensation against its owner and insurer.

12. In motor accident claims, the standard of proof is not as strict as that required in criminal proceedings. Therefore this Tribunal decides the matter on the principle of preponderance of probabilities, and the documentary evidence establishes the involvement of the 1<sup>st</sup> respondent's vehicle in the accident. Thus, the preponderance of probabilities is in favour of the claimants. Considering all the circumstances it is held that the petitioners have proved the involvement of the 1<sup>st</sup> respondent's vehicle bearing Registration No.TN 87 A 3951 in the accident.

13. This Court finds that the errors crept in the affidavit are appear to have been occurred due to typographical mistakes. Unless such errors affect the core pleadings of the case, they cannot be given much more weightage. Hence, the contention of the 2<sup>nd</sup> respondent in this regard is not sustainable.

14. Hence, considering the evidence of PW1 and documentary evidence, I hold that the driver of the offending car (3<sup>rd</sup> petitioner/deceased herein) is negligent and contributed to the accident. Thus I fix the negligence on the part of the driver of the offending car bearing registration No.TN 87 A 3951 and hold that the **1<sup>st</sup> respondent being the owner and the 2<sup>nd</sup> respondent being the insurer of the offending vehicle** herein are liable to satisfy if any award is passed. Thus the points No.1 & 2 are answered accordingly.

**Point No.3:**

15. The next and foremost point to be decided herein is that whether the petitioners are entitled for seeking compensation for the demise of deceased. It is not disputed that the petitioners 1 and 2 are sons, 3<sup>rd</sup> petitioner is husband and 4<sup>th</sup> petitioner is mother of the deceased Mrs.Selvi.

16. It is to be noted that, during the pendency of the case, the 3<sup>rd</sup> petitioner passed away. Since it has already been determined that the accident occurred due to the involvement of the 1<sup>st</sup> respondent's vehicle, the 3<sup>rd</sup> petitioner (husband of the deceased), being the driver/tort-feasor, is not entitled to any compensation.

17. In the absence of any contrary materials on record, this court has no hesitation to hold that the petitioners 1 and 2 being the legal heirs and the 4<sup>th</sup> petitioner being the mother of the deceased are entitled to get the compensation for the demise of the deceased Mrs.Selvi.

**Age of the deceased:**

18. The petitioners has stated that the deceased was **35** years old at the time of accident, the **Aadhaar Card/Ex.P7** shows that the date of birth of the deceased was 21.10.1986 and the date of accident was 23.01.2022. Therefore, it is concluded that the age of the deceased at the time of accident was **35 years**.

**Income of the deceased :**

19. As far as quantum is concerned, it is stated on the side of the petitioners that during the period of accident, the deceased was a Tailor and was earning Rs.20,000/- per month but there is no proof for the same.

20. Since there was no credible document to prove the income of the deceased, I am not in a position to fix the income as claimed by the petitioners. However considering the age of the deceased, notional income has to be fixed. To assess the income, it is useful to refer to the judgment of the Division Bench of Hon'ble High Court reported in “ **2019(1) TNMAC 54 in a case between Andal & Others Vs Avinav Kannan & another** ” wherein it is held that

*“12. Therefore it is just and necessary to increase the Notional Income of Rs.6,500/- fixed by the Hon'ble Apex Court during the year 2008 corresponding to the cost of living, prices of the essentials and inflation. Hence to determine the Notional Income of the deceased who was working as a Daily Wager in “The Ark Chicken Mutton Comer” in the year 2014, we decided to apply the cost of Inflation Index as issued by the Central Board of Direct Tax (CBDT) for the purpose of determination of Notional Income of the deceased person.*

*13. The CBDT vide Notification No.370142(D)(No.26/2008) (L.No.370/42/3/2008-TPL), dated 13.06.2008 specifies the Cost of Inflation index as mentioned in Column No.3, for the financial year mentioned in the corresponding entry in Column No.2 in the below said Tabular Column:*

| <b>S.No.</b> | <b>Financial Year</b> | <b>Cost of Inflation Index</b> |
|--------------|-----------------------|--------------------------------|
| <b>1.</b>    | <b>2001-2002</b>      | <b>100</b>                     |
| <b>2.</b>    | <b>2002-2003</b>      | <b>105</b>                     |

|     |           |     |
|-----|-----------|-----|
| 3.  | 2003-2004 | 109 |
| 4.  | 2004-2005 | 113 |
| 5.  | 2005-2006 | 117 |
| 6.  | 2006-2007 | 122 |
| 7.  | 2007-2008 | 129 |
| 8.  | 2008-2009 | 137 |
| 9.  | 2009-2010 | 148 |
| 10. | 2010-2011 | 184 |
| 12. | 2012-2013 | 200 |
| 13. | 2013-2014 | 220 |
| 14. | 2014-2015 | 240 |
| 15. | 2015-2016 | 254 |
| 16. | 2016-2017 | 264 |
| 17. | 2017-2018 | 272 |
| 18. | 2018-2019 | 280 |
| 19. | 2019-2020 | 289 |
| 20. | 2020-2021 | 301 |
| 21. | 2021-2022 | 317 |
| 22. | 2022-2023 | 331 |
| 23. | 2023-2024 | 348 |
| 24. | 2024-2025 | 363 |
| 25. | 2025-2026 | 376 |

**“ 2019(1) TNMAC 54**

**Andal & Others Vs Avinav Kannan & another ”**

wherein it is held that

12. Therefore it is just and necessary to increase the Notional Income of Rs.6,500/- fixed by the Hon'ble Apex Court during the year 2008 corresponding to the cost of living, prices of the essentials and inflation. Hence to determine the Notional Income of the deceased who was working as a Daily Wager in “The Ark Chicken Mutton Comer” in the year 2014, we decided to apply the cost of Inflation Index as issued by the Central Board of Direct Tax (CBDT) for the purpose of determination of Notional Income of the deceased person.

13. The CBDT vide Notification No.370142(D)(No.26/2008) (L.No.370/42/3/2008-TPL), dated 13.06.2008 specifies the Cost of Inflation index as mentioned in Column No.3, for the financial year mentioned in the corresponding entry in Column No.2 in the below said Tabular Column:

14. As per the above said index, the cost of Inflation Index for the year as 2007-2008 is 129 and for the year **2021-22 will be 317**. Now we determine the Notional Income of the deceased in the manner stated below:

|                                                                                                                                                                          |   |                                                     |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------------------------------------|
| The Notional Income fixed by the Cost of Inflation Index for the year Hon'ble Supreme Court of India for the vegetable vendor i.e., Rs.6,500/- during the year 2007-2008 | X | Cost of Inflation Index for the year <b>2021-22</b> |
| Cost of Inflation Index for the year 2007-2008.                                                                                                                          |   |                                                     |

21. The above Judgment would categorically rule that there cannot be

positive evidence for a person who is involved in an unorganized sector or doing Cargo vehicle Driver and hence, the court has to estimate the monthly income having regard to the fact that the Hon'ble Supreme Court and Hon'ble High Court, I am fixing his monthly income following the formula arrived by the Hon'ble Division Bench **Rs.6,500/- x 317/129 =Rs.15,972.86/-, and the same is rounded off to Rs.16,000/-.**

**Future Prospects :**

22. As per the Judgment of the Hon'ble Apex Court in *National Insurance Co., Ltd., -Vs- Pranay Sethi and others [2017 (2) TNMAC 609 (SC)]*, considering the age of the deceased is 35 years, 40% future prospects is added.

|                           | <b>Rs.</b> |
|---------------------------|------------|
| Monthly Income            | 16,000     |
| Add: 40% Future Prospects | 6,400      |
|                           | -----      |
| Total Income              | 22,400     |
|                           | -----      |

Accordingly the annual income of the deceased (22,400 x 12) = Rs.2,68,800/-.

**Loss of Income/Dependency (1) :**

23. This court has already decided that the **petitioners 1, 2 and 4** are legal representatives of the deceased. Hence **1/3** of the annual income of deceased (**2,68,800 x 1/3 = 89,600**) has to be deducted towards his personal expenses, by deducting the same, the annual income of the deceased would come to **Rs.1,79,200/- ( 2,68,800 – 89,600).**

24. As per the Judgment of the Hon'ble Apex Court in ***Smt.Sarla Verma and others -Vs- Delhi Transport Corporation and another [2009(2) Tnmac 1 (SC)]***, considering the age of the deceased is 35 years, the multiplier of 16 is adopted and the loss of income to the claimants is calculated at **Rs.28,67,200/- (1,79,200 x 16)**.

**Loss of Estate, Funeral Expenses and Consortium (2 - 5):**

25. As per the Judgment of Hon'ble Supreme Court reported in ***CDJ 2017 SC 1220 (National Insurance Company Limited Vs Praney Sethi and others)***, the petitioners are entitled to a sum of **Rs.15,000/-** towards loss of estate and **Rs.15,000/-** towards funeral expenses and as per the Judgment of Hon'ble Supreme court reported in ***United India Insurance Company Ltd., vs Satinder Kaur @ Satwinder Kaur & Others 2020 in SLP (Civil) No.28548/2014 CA.No.2705/2020*** the 3-Judge Bench of the Hon'ble Supreme Court reaffirmed the view on consortium. Hence, the petitioners 1 and 2 being the sons of the deceased are entitled for **Parental Consortium of Rs.80,000/- (40,000 x 2)** and the 4<sup>th</sup> petitioner being the mother is entitled for **Filial consortium of Rs.40,000/-**. Thus a **sum of Rs.1,50,000/-** is awarded under the head of loss of estate, funeral expenses and consortium [15,000 + 15,000 + 1,20,000 = 1,50,000].

26. Further as per the judgment reported in ***National Insurance Company Limited Vs Praney Sethi and others and Shri Ram General Insurance Co. Ltd. Vs Bhagat Singh Rawat on 27 March, 2023***, the compensation on the head of conventional (Loss of estate, consortium and

funeral expenses) is to be **enhanced by 10% every three years from 31.10.2017 onwards.**

27. In the present case, as the accident occurred in the year 2022, a 10% enhancement is applicable for the period 2021–2023.

| Year                    | Calculation       | Amount   |
|-------------------------|-------------------|----------|
| 2017-2020 [Base amount] | -                 | 1,50,000 |
| 2021-2023               | 1,50,000 x 10/100 | 15,000   |

**Transportation Expenses including damages to personal belongings (6):**

28. Further, this Court is inclined to award a sum of **Rs.10,000/-** towards transportation charges and damages to the personal belongings of the deceased.

**Considering the above aspects, the compensation is calculated as below:-**

| Sl.No. |                                                                         | Rs.                |
|--------|-------------------------------------------------------------------------|--------------------|
| 1.     | Towards Loss of Income / Dependency                                     | = 28,67,200        |
| 2.     | Towards Loss of Estate                                                  | = 15,000           |
| 3.     | Towards Loss of Consortium                                              | = 1,20,000         |
| 4.     | Towards Funeral Expenses                                                | = 15,000           |
| 5.     | Additional amount on conventional heads @ 10%                           | 15,000             |
| 6.     | Towards Transportation Charges including damages to personal belongings | = 10,000           |
|        |                                                                         | -----              |
|        | <b>Compensation Payable</b>                                             | <b>= 30,42,200</b> |
|        |                                                                         | -----              |

Thus point No.3 is answered accordingly.

**29. Conclusion:**

1. **In the result,** the petition is partly allowed with proportionate interest and costs. Award is passed in favour of the petitioners against the **2<sup>nd</sup> respondent** herein.

**How to disburse the award amount:**

2. This Court has decided to disburse the award amount in accordance with the guidelines laid down by the Hon'ble Supreme Court of India in *Parminder Singh Vs. Honey Goyal & others, reported in 2025 (1) TN MAC 533 (SC)*.
3. Out of total Award amount of **Rs.30,42,200/- (Rupees Thirty Lakhs Forty Two Thousand and Two Hundred Only)**, the **1<sup>st</sup> petitioner is entitled to Rs.15,00,000/-**, the **2<sup>nd</sup> minor petitioner is entitled to Rs.15,00,000/-** and the **4<sup>th</sup> petitioner is entitled to Rs.42,200/-** with proportionate interest and costs.

**Transfer of Award amount to the petitioners 1 and 4:**

The 2<sup>nd</sup> respondent is hereby directed to transfer the award amount of **Rs.15,42,200/-** with interest thereon at the rate of 7.5% per annum from the date of filing of the claim petition until the date of transfer, and with costs, **to the credit of petitioners 1 and 4 detailed below, directly through NEFT/RTGS mode**, within 60 days *from the date of receipt of intimation regarding payment of the requisite court fee made by the petitioners.*

| Petitioner(s)              | Account Details  |                      | Amount to be transferred (in Rs.) |
|----------------------------|------------------|----------------------|-----------------------------------|
| 1 <sup>st</sup> Petitioner | A/c.No.          | 0286200100061279     | <b>15,00,000/-</b>                |
|                            | Name of the Bank | Punjab National Bank |                                   |
|                            | IFSC Code        | PUNB0028620          |                                   |
| 4 <sup>th</sup> Petitioner | A/c.No.          | 0286200100065080     | <b>42,200/-</b>                   |
|                            | Name of the Bank | Punjab National Bank |                                   |
|                            | IFSC Code        | PUNB0028620          |                                   |

*(The extract of bank account details are attached at the end of the order)*

*(The 2<sup>nd</sup> respondent is hereby once again specifically directed to ensure the payment of court fees made by the petitioners prior to transfer the petitioners award amount in the above bank account)*

**Payment of share amount to the 2<sup>nd</sup> minor petitioner:**

4. The proportionate shares of the 2<sup>nd</sup> minor Petitioner, a sum of **Rs.15,00,000/-**, together with accrued interest (7.5%), shall be deposited by the 2<sup>nd</sup> 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 2<sup>nd</sup> Respondent shall furnish the Bank Advice to this Tribunal **with relevant MCOP Number**. The Tribunal shall thereafter invest the said amounts in interest-bearing Fixed Deposits in accordance with law till the minor attains majority. **The 4<sup>th</sup> petitioner being the natural guardian is permitted to withdraw the accrued interest once in three months from the bank directly for the benefit of the minor.**

**Payment of Court Fees by petitioners :**

5. The petitioners shall pay the balance court fee within 15 days from today. Failing which, the petitioners are not entitled for the interest on the award amount, from the date of default in paying the balance court fee.
6. After such payment shall get the letter to that effect from the Small Causes Court office and **shall intimate the same to the 2<sup>nd</sup> Respondent forthwith.**
7. The 2<sup>nd</sup> respondent is hereby directed to intimate the fact of such deposit immediately **with relevant MCOP Number** to this court (*email address: chnccc.scc-tn@indiancourts.nic.in*) and to the counsel on record for the petitioners.
8. Advocate Fees is fixed at **Rs.37,422/-**.
9. **Only in the event** of the electronic transfer is returned, reversed, or remains unsuccessful on account of the bank account is being inoperative, closed, incorrect, or for any other reason attributable to

**the Petitioners**, the respondent Insurance Company shall intimate this Tribunal along with proof, if any, and the concerned petitioners. The petitioners 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 correct 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.

10. There is no interest on the award for the period of dismissal for default if any.
11. The petition is dismissed with regard to the rest of the claim amount.
12. Following the judgment of the Hon'ble High Court of Madras in Tr.CMP.Nos.264 to 281 of 2020 *M/s.Cholamandalam MS Genl. Ins. Co. Ltd. Vs. Mr.Ayyannar S. and others dated: 11.05.2020 reported in 2020 (4) CTC 272*, no decree is prepared.

**Other necessary Particulars:**

|                                              |                       |
|----------------------------------------------|-----------------------|
| Date of filing of claim petition             | : 08.02.2022          |
| Date of taking the petition on file          | : 11.02.2022          |
| Compensation Claimed in the MCOP             | : Rs.49,00,000.00     |
| Compensation awarded in this petition        | : Rs.30,42,200.00     |
| <b>Court fee payable on the award amount</b> | <b>: Rs.29,794.50</b> |
| Court fee paid along with the petition       | : Rs.372.50           |
| <b>Deficit Court fee payable</b>             | <b>: Rs.29,422.00</b> |

**STATEMENT OF COSTS**

| <u>For the Petitioners</u> |           | <u>For the Respondents</u> |
|----------------------------|-----------|----------------------------|
|                            | Rs.       | Rs.                        |
| Stamp on Petition          | 29,794.50 | ----                       |
| Stamp on Vakalat           | 10.00     |                            |
| Stamp on Process           | 40.00     |                            |
| Advocate Fees              | 37,422.00 | ---                        |

**Costs Allowed****67,266.50**

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This Order is dictated to the Stenographer Grade-III of this court, typed by him directly in the Computer, corrected and pronounced by me in open Court, this the 27<sup>th</sup> day of July – 2026.

Motor Accident Claims Tribunal/  
Chief Judge, Chennai.

**List of Witness examined on the side of the Petitioner(s):-**

| Serial No. | Name        | Remarks                                      |
|------------|-------------|----------------------------------------------|
| PW1        | Mr.Dharshan | 1 <sup>st</sup> Petitioner/Direct Eyewitness |

**List of documents marked on the side of the Petitioner(s):-**

| Exhibits | Description of the document                                                        |
|----------|------------------------------------------------------------------------------------|
| Ex.P.1   | Copy of FIR.                                                                       |
| Ex.P.2   | Copy of Death Report.                                                              |
| Ex.P.3   | Copy of Registration Certificate of the 1 <sup>st</sup> respondent's vehicle.      |
| Ex.P.4   | Copy of Driving License of the Driver of the 1 <sup>st</sup> respondent's vehicle. |
| Ex.P.5   | Copy of Insurance Policy of the 1 <sup>st</sup> respondent's vehicle.              |
| Ex.P.6   | Copy of M.V.I Report of the 1 <sup>st</sup> respondent's vehicle.                  |
| Ex.P.7   | Copy of Aadhaar Card of the Deceased.                                              |
| Ex.P.8   | Copy of Aadhaar card of the Petitioners.                                           |
| Ex.P.9   | Copy of 1 <sup>st</sup> Page of Bank Passbook of the 1 <sup>st</sup> Petitioner.   |
| Ex.P.10  | Copy of Medical Reports of the 1 <sup>st</sup> Petitioner.                         |
| Ex.P.11  | Copy of Death Certificate of the 3 <sup>rd</sup> Petitioner.                       |
| Ex.P.12  | Copy of 1 <sup>st</sup> Page of Bank Passbook of the 4 <sup>th</sup> Petitioner.   |

**List of witness and documents on the side of Respondent(s):- NIL**

Motor Accident Claims Tribunal/  
Chief Judge, Chennai.

Each depositor is insured by DICGC upto a maximum Rs.5.00lac subject to change from time to time (DIC applicable)

**पंजाब नैशनल बैंक** Punjab National Bank  
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80, MADRAS  
7, ARMENTIAN STREET, CHENNAI-600001 (PH: 644 25346145)

**विवरण/ACCOUNT PARTICULARS**  
PNB SELECT SAVING SCHEME - GROWTH  
MICR Code: 600024110 IFSC Code: PUNB0028620  
e-18001800/18002021, TOLLED-01202490000, Email-care@pnbbank.in  
\*Principal Nodal Officer: Phn- 0124-4126244\*  
CKYC:

CIF Id: R64594079 M/O Oper.: SELF  
A/C No: 0286200100061279 INR Aadhaar: XX19  
MR DHARSHAN  
Account Open Date : 11-02-2026  
330/23, PERUMANAI AMMAN STREET, PILLAIAPPAKKAM, KO  
LATHUR, SRIPERUMBUDUR, KANCHEEPURAM

CHENNAI INDIA Pin: 602105  
TAMIL NADU  
Nomination Registered at Sl.No. : 2677834952  
Date of Issue : 11-02-2026

बचत बैंक खातों के साथ अपने आधार नंबर को जोड़ें।  
आधार नंबर की स्व सत्यापित प्रति एवं मोबाइल नंबर प्रस्तुत करें।

**प्राधिकारी अधिकारी/प्रबंधक / Authorised Official/Manager**  
कम्प्यूटर द्वारा सृजित विवरणियों पर किसी अधिकारी द्वारा अधिप्रमाणित करने/आधारित करने की आवश्यकता नहीं है। कृपया कम्प्यूटर द्वारा सृजित पासबुक/विवरणों पर हस्ताक्षरित (मैन्युअल) प्रविष्टियां स्वीकार न करें।  
Computer generated entries shown in the statement of account do not require any authentication/initial from bank official. Please do not accept any manual entry in your computer generated Pass Book/Statement of account.

**75**  
Azadi Ka  
Amrit Mahotsav

**पासबुक में प्रयुक्त शब्द-संक्षेप**  
ABBREVIATIONS USED IN THE PASS BOOK

|                                                            |                                                       |                                                                        |                     |
|------------------------------------------------------------|-------------------------------------------------------|------------------------------------------------------------------------|---------------------|
| बोले से लाया गया<br>Brought Forward                        | पी./ला.<br>B/F                                        | इंटरसोल<br>Inter Sol                                                   | आईएसओ<br>ISO        |
| उप से लाया गया<br>Carried Over                             | आ/ले. जा<br>C/O                                       | व्याज<br>Interest                                                      | व्याज<br>Intt.      |
| नकद<br>Cash                                                | नकद<br>Cash                                           | आवक का अन्तरण<br>Inward Mail Transfer                                  | आई.एम.टी.<br>IMT    |
| चेक<br>Cheque                                              | स्थानीय चेक/मांग ड्राफ्ट<br>Local Cheque/Demand Draft | राष्ट्रीय इलेक्ट्रॉनिक निधि अंतरण<br>National Electronic Fund Transfer | एन.ई.एफ.टी.<br>NEFT |
| समाश्रित<br>Clearing                                       | कमीशन<br>Commission                                   | बाहरी चेक/बिल<br>Outstation Cheques / Bills                            | ओ.बी.सी.<br>O.B.C.  |
| बट्टा<br>Discount                                          | बट्टा<br>Disc.                                        | बाहरी चेक/बिल खरीदे गये बिल<br>Outstation Cheques/Bills Purchased      | डी.डी.<br>DD        |
| लाभ/पत्र<br>Dividend Warrant                               | लाभ/पत्र<br>D/W                                       | तत्काल सकल निपटान<br>Real Time Gross Settlement                        | आरटीजीएस<br>RTGS    |
| ड्राफ्ट<br>Draft                                           | ड्राफ्ट<br>Dft.                                       | वापसी<br>Returning                                                     | वापसी<br>Rtg.       |
| इलेक्ट्रॉनिक समाश्रित सेवा<br>Electronic Clearing Services | ईसीएस<br>ECS                                          | अन्तरण<br>Transfer                                                     | अ<br>Tr.            |



नाम/Name  
खाताधारक/Account Holder-1

खाताधारक/Account Holder-2

खाताधारक/Account Holder

बैंक ग्राहकों के चेक को सकारने या भुगतान करने के लिए पिछले दिन के स्पष्ट रोप तथा संबंधित दिन में एटीएम/किसी अन्य डिजिटल चैनल द्वारा खाते से किए गए आहरण सहित स्पष्ट रोप को ध्यान में रखेगा।  
Bank shall only honour or pay the cheque of the customers against clear balance up to the previous day and against clear balance including withdrawals made through ATMs/ Any digital channel having regard to the withdrawals of the day already made in the account.

कृपया पासबुक न मोड़ें PLEASE DO NOT FOLD THE PASS BOOK  
इन नंबरों पर 24 घंटे नि:शुल्क कॉल सेंटर सेवा उपलब्ध है। 1800 1800/ 1800 2021  
Toll Free 24 hours call centre 1800 1800/ 1800 2021

Each depositor is insured by DICGC upto a maximum Rs.5.00lacs subject to change from time to time (T&C applicable)

**पंजाब नैशनल बैंक Punjab National Bank**  
...पढ़ते का प्रतीक / ...the name you can BANK upon

117, ARMENTIAN STREET, CHENNAI 600001 (PH. 044-23344433)

**पंजाब नैशनल बैंक खाता विवरण/ACCOUNT PARTICULARS**

PNB WOMEN POWER SAVINGS ACCOUNT SCHEME  
ICR Code: 600024110 IFSC Code: PUN0028620  
18001800/18002021, TOLLED-01202490000, Email-care@pnbsb.com  
Principal Nodal Officer: Phn- 0124-4126244

Link your Aadhar Number with SB Account.  
Submit self certified copy of Aadhar Card and Mobile Number.

IRUVALLUR  
TAMIL NADU INDIA Pin: 600099  
Nomination Registered at Sl.No. :  
Date of Issue : 22-07-2026

**पासबुक में प्रयुक्त शब्द-संक्षेप**  
ABBREVIATIONS USED IN THE PASS BOOK

|                              |            |                                    |           |
|------------------------------|------------|------------------------------------|-----------|
| बीछे से लाया गया             | बी / ला    | इंटरसोल                            | आईएसओ     |
| Brought Forward              | B/F        | Inter Sol                          | ISO       |
| आगे से लाया गया              | आ / से. जा | ब्याज                              | ब्याज     |
| Carried Over                 | C/O        | Interest                           | Intt.     |
| नकद                          | नकद        | आवक ड्राफ्ट अन्तरण                 | आईएसएम    |
| Cash                         | Cash       | Inward Mail Transfer               | IMT       |
| चेक                          | चैक        | स्थानीय चेक / मांग ड्राफ्ट         | एन.डी.डी. |
| Cheque                       | Ch.        | Local Cheque/Demand Draft          | L.D.D.    |
| समाशोधन                      | सं.सो      | राष्ट्रीय इलेक्ट्रॉनिक निधि अन्तरण | एनईएफएन   |
| Clearing                     | Clg.       | National Electronic Fund Transfer  | NEFT      |
| कमीशन                        | कमी        | बाहरी चेक / बिल                    | ओ.बी.सी.  |
| Commission                   | Com.       | Outstation Cheques / Bills         | डीडी      |
| बट्टा                        | बट्टा      | बाहरी चेक / खरीदे गये बिल          | आरटीजी    |
| Discount                     | Disc.      | Outstation Cheques/Bills Purchased | RTGS      |
| समांश पत्र                   | सा.पत्र    | तत्काल सकल निपटान                  | वापसी     |
| Dividend Warrant             | D/W        | Real Time Gross Settlement         | Rtg.      |
| ड्राफ्ट                      | ड्रा       | वापसी                              | अ.        |
| Draft                        | Dft.       | Returning                          | Tr.       |
| इलेक्ट्रॉनिक समाशोधन सेवा    | ईसीएस      | अन्तरण                             |           |
| Electronic Clearing Services | ECS        | Transfer                           |           |
| प्रासंगिक प्रसार             | प्रा.प्र.  |                                    |           |
| Incidental Charges           | IC         |                                    |           |

नाम/Name

खाताधारक/Account Holder-1

खाताधारक/Account Holder-2

खाताधारक/Account Holder

028620

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Toll Free 24 hours call centre 1800 1800/ 1800 2021

Draft / Fair Order  
MCOP.No.629/2022  
Date : 27.07.2026