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

Thursday, the 16th day of July 2026

Motor Accidents Claims Original Petition No.1502 of 2022

CNR NO : TNCH09-004026-2022

Mr. Zahur Hussain S/o. Mohammed Kasim,
No.10/103, A-Type, 99th Street,
Sidco Nagar, Villivakkam, Thiruvallur – 600 049. …Petitioner

-Vs-

1. AGS Irrigation,
No.11, Egangipuram Main Street,
Ayanavaram, Chennai – 600 023.

2. The New India Assurance Co. Ltd.,
No.232, Bombay Mutual Building (LIC),
6th Floor, NSC Bose Road, Chennai – 600 001. …Respondents

Appearance:

M/s.K.M.Ramesh, J.Vimala Ramesh, Counsels appearing for the Petitioner.

1st Respondent: Set *exparte* on 14.07.2023.

M/s.R.Reena, Counsel appearing for the 2nd respondent.

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Upon perusing the entire records, I passed the following

AWARD

The Petitioner filed claim petition seeking for a compensation of Rs. 25,00,000/- for the injuries sustained by him in a motor accident.

2. **Crux of the Petition:**

The Petitioner was aged about 49 years doing Old Steel and newspaper business thereby earning Rs. 15,000/- per month. On 10.03.2022 at about 12.30

Hours, on Vadaperumpakkam to Chettimedu Road, when the petitioner was riding a motorcycle bearing registration number TN 02 BT 8057, a Ashok Leyland Dost bearing registration number TN 01 BK 2720 belonging to the 1st Respondent driven by its driven in a rash and negligence manner and dashed against the Motorcycle of the Petitioner. The petitioner sustained multiple injuries all over his body. A criminal case was registered in crime No. 185 of 2022 by M4 Red hills Police Station. The 1st Respondent is the owner of the Ashok Leyland Dost and the 2nd Respondent is its insurer.

3. <u>Crux of the Counter of 2nd Respondent:</u>

Denied the manner of accident. Age, income and occupation of the petitioner are denied. Claim of the petitioner is highly excessive. The accident was due to the contributory negligence off the Petitioner. In any case, liability may have to be attributed to the Petitioner for contributory negligence. The driver of the Ashok Leyland Dost was not having valid driving license and the vehicle was not having Fitness Certificate. Hence, the petition is liable to be dismissed.

4. <u>Points to be determined;</u>

1. On whose negligence the accident occurred?
2. Whether the Petitioner is entitled to compensation? If so, to What quantum? and from whom?

5. On the side of the Petitioner, the Petitioner was examined as PW1 and Ex.P1 to P13 were marked. On the side of the 2nd Respondent, an application was filed under Section 170 of the MV Act was filed, Its official was examined as RW1 and Ex.R1 to R4 were marked. CW1 was examined and Ex.X1 and Ex.X2 were marked (sic). The Petitioner was referred to the Medical Board and the disability was assessed at 41% disability and Ex.C1 Disability certificate was marked.

6. Answer to Point No.1:

Ex.P1 FIR, which came to be registered against the driver of the offending Ashok Leyland Dost. The 1st Respondent remained *exparte.* The 2nd Respondent did not adduce any contra evidence insofar as the rash and negligence is concerned. Therefore, I hold that the accident occurred solely due to the rash and negligent driving of the driver of the Ashok Leyland Dost.

7. Answer to Point No.2:

(a) Since this Tribunal has held under Point No.1 that the accident occurred solely due to the rash and negligent driving of the driver of the offending vehicle, the petitioner is entitled to compensation under various heads.

(b) Ex.P2 Discharge Summary reveals that the petitioner sustained polytrauma with Grade-I compound fracture of the distal femur along with fractures of the lateral condyle and proximal tibia of the right leg. He underwent Open Reduction and Internal Fixation with plating. Subsequently, due to stiffness of the knee, he was once again admitted and underwent Quadricepsplasty with contracture release as evidenced by Ex.P3. The nature of injuries, two spells of hospitalization, surgical procedures and prolonged treatment would have caused considerable pain and agony to the petitioner. Therefore, this Tribunal awards a sum of **Rs.1,00,000/-** towards **pain and suffering.**

(c) The Medical Board assessed the permanent physical disability at 41% and issued Ex.C1 Disability Certificate. Though the petitioner has suffered permanent physical disability, there is no evidence to establish that the said disability has resulted in a corresponding loss of earning capacity warranting application of the multiplier method. The petitioner is engaged in old steel and newspaper business, and no medical evidence has been adduced to establish that he has become incapable of carrying on the said avocation or that his earning capacity has been proportionately reduced. Hence, this Tribunal is inclined to award compensation by adopting the percentage method. The Hon'ble High Court of Madras in ***M. Revanth Kumar v. M/s. Sun-X-Concrete India Pvt. Ltd. & Another*** **(C.M.A. No.13 of 2025 dated 10.01.2025)** has held that for accidents of the year 2022, compensation at the rate of Rs.10,000/- per percentage of disability would be appropriate. Following the said dictum, this Tribunal awards **Rs.4,10,000/- (41 × Rs.10,000/-)** towards **permanent disability.**

(d) The petitioner has produced Ex.P6 series of medical bills for a sum of Rs.1,96,805/-. There is no serious dispute over the same. Hence, the petitioner is entitled to **Rs.1,96,805/-** towards **medical expenses.**

(e) The petitioner has pleaded that he was carrying on old steel and newspaper business and earning Rs.15,000/- per month. Though no documentary proof has been produced to establish his exact monthly income, the income claimed by the petitioner appears reasonable considering his avocation. Further, taking note of the Cost Inflation Index for the relevant assessment year, namely 317, the claimed monthly income of Rs.15,000/- is found to be just and reasonable and is accepted. Having regard to the grievous fractures sustained, two surgical procedures and prolonged treatment, this Tribunal is of the view that the petitioner would not have been in a position to attend to his avocation for at least six months. Accordingly, a sum of **Rs.90,000/- (Rs.15,000 × 6)** is awarded towards **loss of income.**

(f) The petitioner has sustained multiple fractures around the knee joint and has undergone two surgeries. Even after treatment, he has been left with permanent disability. It is evident that the petitioner would not be able to enjoy the normal amenities and comforts of life in the same manner as prior to the accident. Therefore, this Tribunal awards **Rs.1,00,000/-** towards **loss of amenities.**

(g) Considering the nature of injuries, repeated hospitalization, surgeries and follow-up treatment, the petitioner would have necessarily incurred expenditure towards transportation, special diet and attendant charges. Hence, this Tribunal awards a consolidated sum of **Rs.30,000/-** under the head **Transportation, Extra Nourishment and Attendant Charges.** A further sum of **Rs.5,000/-** towards **damage to clothes and articles.**

(h) Accordingly, the petitioner is entitled to compensation as detailed below:

Sl. No.	Heads	Amount (Rs.)
1.	Pain and Suffering	1,00,000/-
2.	Permanent Disability	4,10,000/-
3.	Medical Expenses	1,96,805/-
4.	Loss of Income	90,000/-
5.	Loss of Amenities	1,00,000/-
6.	Transportation, Extra Nourishment and Attendant Charges	30,000/-
7.	Damage to Clothes and Articles	5,000/-
	Total	**9,31,805/-**
	Rounded off	**9,32,000/-**

(i) Thus, the petitioner is entitled to a total compensation of **Rs.9,32,000/- (Rupees Nine Lakhs and Thirty Two Thousand Only).**

(j) The learned counsel for the 2nd respondent contended that the offending vehicle did not possess a valid Fitness Certificate as on the date of the accident and, therefore, there was a breach of the policy conditions. To substantiate the said contention, RW1 was examined and Ex.R1 to Ex.R4 were marked. Further, Ex.X2, produced pursuant to the summons issued to the Regional Transport Authority, reveals that the Fitness Certificate of the offending Ashok Leyland Dost had expired on 05.03.2022, whereas the accident occurred on 10.03.2022. Thus, on the date of the accident, the vehicle was admittedly being plied without a valid Fitness Certificate.

(k) The insurance policy issued by the 2nd respondent under Ex.R2 was admittedly in force on the date of the accident. The absence of a valid Fitness

Certificate constitutes a breach of the policy conditions on the part of the owner. However, such breach cannot defeat the legitimate claim of an third-party Petitioner. Therefore, the 2nd respondent-Insurance Company is liable to satisfy the award. Accordingly, Point No.2 is answered.

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 2nd 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 2nd Respondent, it is just and proper to direct the 2nd 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. 9,32,000/- (Rupees Nine Lakhs and Thirty Two 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 No.2 / Insurance Company 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, and thereafter to transfer the balance award amount, together with accrued interest and costs, directly to the bank account of the petitioner, whose bank account particulars have been furnished below. In the event of payment after the said period, the rate of interest shall be 7.5 % per annum instead of 6.5% per annum.

(d) The **respondent No. 2/Insurance Company** 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.**

(e) **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.

(f) Upon such deposit, the 2nd Respondent is permitted to recover the said amount from the 1st Respondent.*

(g) The Advocate fees is fixed as **Rs. 16,320/-.**

REQUIRED PARTICULARS

1.	Date of Presentation	28-03-2022	
2.	Date of filing	05-04-2022	
3.	Compensation Claimed	Rs.	25,00,000/-
4.	Court fees paid	Rs.	372.50/-
5.	Compensation Awarded	Rs.	9,32,000/-
6	Court Fees payable on the Award	Rs.	8,692.50/-
7.	**Deficit Court fees Payable (6-4)**	**Rs.**	**8,320/-**
8.	Petitioner's Bank Name and Branch	Canara Bank, Villivakkam	
9.	Petitioner's Account number and IFSC code	60422010001506.	
10.	Petitioner's Aadhar	6385 7575 8570	
11.	Petitioner's PAN	ABEPZ7028A	
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	-	8,692	.	50			
Stamp on Vakalat	-	20	.	00			
Stamp for process	-	40	.	00		-- not filed --	
Advocate fees	-	16,320	.	00			
Costs allowed	-	25,072	.	50			

//Dictated to the Steno typist, typed by him in the computer directly, corrected and pronounced by me in the open Court, on this Thursday, the 16th day of July 2026.//

Sd/-. M.Dharmaprabu

III Judge
Court of Small Causes, Chennai.

Petitioner's side Witness:

P.W.1 : Mr. Zahir Hussain, Petitioner

Petitioner's side Exhibits:

Ex.P1 : FIR
Ex.P2 : Discharge Summary
Ex.P3 : Discharge Summary
Ex.P4 : Continuous Treatment records
Ex.P5 : X-ray
Ex.P6 : Medical bills
Ex.P7 : Driving License
Ex.P8 : Aadhar card copy
Ex.P9 : Pan card copy
Ex.P10 : Bank Passbook
Ex.P11 : RC Book copy
Ex.P12 : Insurance policy
Ex.P13 : Driving License

2nd Respondent side Witness:

R.W.1 : Mr. Prithvidass

2nd Respondent side Exhibits:

Ex.R1 : Authorisation Letter
Ex.R2 : Insurance Policy
Ex.R3 : Legal notice to owner
Ex.R4 : Legal notice to driver

Court Document:

Ex.C1 : Disability certificate

Sd/-. M.Dharmaprabu

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.

***In view of memo filed by the 2nd Respondent and as per Order dated 20.07.2026, the errors are rectified and necesary amendments were carried out. This Order is to be digitally signed and uploaded in CIS. This Order shall be read along with the Order already uploaded on 16.07.2026 and utilized for all purposes.**

DHARMAPRABU M

Digitally signed by DHARMAPRABU M
Date: 2026.07.23 15:11:19 +0530