



**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

Monday, the 10th day of August 2026

Motor Accidents Claims Original Petition No.2414 of 2023

CNR NO : TNCH09-005320-2023

Mr. S.Jayaram S/o. Subramani,
No.F-152, Dr. Ambedkar Street,
Arumbakkam, Chennai – 600 106.

...Petitioner

-Vs-

1. Neville Joseph Bennett.P,
No.6/36, Annai Sathya Nagar, 3rd Street,
Arumbakkam, Chennai – 600 106.

2. Royal Sundaram General Insurance Co. Ltd.,
Legal Department, Subrmaniam Building, 2nd Floor,
No.1, Club House Road, Anna Salai, Chennai – 600 002.

...Respondents

Appearance:

M/s.S.Ravikumar, Counsel appearing for the Petitioner.

1st Respondent: Set *exparte* on 01.08.2023.

M/s.A.Jeganathan, Counsel appearing for the 2nd respondent.

Upon perusing the entire records, I passed the following

AWARD

The Petition is filed seeking compensation of **Rs. 10,00,000/-** for the injuries sustained by the Petitioner in a motor accident.

2. Crux of the Petition:

The petitioner was aged about 66 years, working as a watchman in a private company, thereby earning Rs. 20,000/- per month. On 14.04.2023 at about 11.20



hours, when the petitioner was a pedestrian from north to south in front of door no. 23, 100 feet road, Arumbakkam, a motorcycle bearing Reg.No. TN 18 AL 2567 proceeding on the same direction, driven by its rider in a rash and negligent manner and hit behind the petitioner due to which the petitioner sustained fracture of left leg ankle and multiple injuries all over his body. A criminal case was registered in Crime No. 61/AS3/2023 by K4 Anna Nagar Traffic Investigation. The 1st respondent is the owner and the 2nd respondent is the insurer. Hence, the petition.

3. Crux of the Counter of 2nd Respondent:

Denied the manner of the accident. The motor vehicle was not insured with this respondent. The 1st respondent has admitted his guilt and he was convicted for not possessing valid driving license before the learned VI Metropolitan Magistrate, Egmore MCC No. 4812 of 2023 on 28.07.2023. As per the new Amendment Act 2019, the 2nd respondent cannot be made liable to indemnify the 1st respondent. Apart from the above, age, income and occupation of the petitioner are denied. The claim of the petitioner is highly excessive and the petition is liable to be dismissed.

4. Points to be considered:

1. On whose negligence, did the accident occur?
2. Whether the Petitioner is entitled to compensation? If so, to what quantum?
3. Which of the Respondents is liable to pay compensation?

5. On the side of the petitioner, the petitioner was examined as the PW1 and Ex. P1 to P8 were marked. On the side of the 2nd respondent, its official was examined as the RW1 and Ex. R1 to R5 were marked. The petitioner was referred to the medical board and his disability was assessed at 18%, and the disability certificate was marked as the Ex.C1.



6. Answer to Point No. 1:

The petitioner produced the Ex.P1 FIR registered against the 1st respondent's rider according to which, the accident was due to the rider of the motorcycle. The 2nd respondent primarily objected the liability on the point that the rider of the motorcycle rode the two-wheeler without possessing valid driving license. The Ex.R3 is the copy of the final report filed against the rider of the motorcycle and the Ex.R5 is the copy of the judgment of conviction on plea of guilty by the rider of the motorcycle. The 1st respondent remained *exparte*. Therefore, this Tribunal holds that the accident was due to the farce and negligence of the rider of the motorcycle.

7. Answer to Point No.2:

(a) The Ex.P2 is the copy of the accident register and the Ex.P3 is the discharge summary for the period from 14.04.2023 to 22.04.2023, which discloses that the petitioner sustained both bone left leg fracture, distal one-third. He also sustained injuries on his head. The Ex.P3 is the copy of the discharge summary for the period from 05.05.2023 to 24.05.2023. ORIF of left fibula and tibia with K wire fixation was done. The Ex.P5 is the discharge summary for the period from 28.08.2023 to 02.09.2023 and the plating and the screw with K wire were removed. The Ex.P6 is the CT scan reports. The disability of the petitioner was assessed at 18% as per the Ex.C1. Considering the above facts and evidence, this Tribunal holds that the petitioner is entitled to compensation under various heads.

(b) The petitioner was aged about 66 years and he was in hospital as inpatient for three times as seen from the Ex.P3, P4 & P5. Considering the above facts and the fracture injury, this Tribunal awards **Rs. 1,00,000/-** towards **pain and suffering**. Due to the fracture of both bone of left leg, the petitioner would have suffered lot, suffered a lot and he would have deprived of his amenities and comforts in day-to-day activities towards loss of amenities **Rs. 1,00,000/-** is awarded.



(c) The petitioner suffered 18% permanent disability as per the Ex.C1. There is no materials to show that the above disability has caused functional disability affecting the earning capacity of the petitioner. The Hon'ble Madras High Court 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, awarded Rs.10,000/- per percentage for an accident that occurred in the year 2022. Subsequently, in *M. Balaraman v. S. Suresh*, C.M.A. No.485 of 2026 and *S. Sushanth v. M. Vijayakumar*, C.M.A. No.2124 of 2026, both dated 10.07.2026, the Hon'ble High Court held that awarding Rs.5,000/- per percentage for an accident of the year 2017 was on the lower side and enhanced it to Rs.7,000/- per percentage. Considering that the present accident occurred in the year 2023, this Tribunal is of the view that awarding **Rs.11,000/-** per percentage would be just and reasonable. Accordingly, the Petitioner is awarded **Rs.1,98,000/-** ($18 \times \text{Rs.11,000/-}$) towards **permanent disability**.

(d) The petitioner did not produce any evidence to prove his vocation and the income. In the absence of evidence, it is necessary to determine the notional income of the petitioner. The accident occurred on 14.04.2023. The Hon'ble Supreme Court in *Syed Sadiq v. Divisional Manager, United India Insurance Co. Ltd.*, (2014) 2 SCC 735 : 2014 (1) TN MAC 459 (SC) fixed the notional monthly income of a vegetable vendor involved in an accident of the year 2008 at Rs.6,500/-. Thereafter, the Hon'ble Division Bench of the Madras High Court in *Andal and others v. Avinav Kannan and another*, 2019 (1) TN MAC 54 (DB) held that the notional income for subsequent years can be arrived at by applying the Cost Inflation Index adopted in *Syed Sadiq's supra*. Applying the said principle, for the Assessment Year 2023-2024, the Cost Inflation Index is 348. Accordingly, the notional monthly income works out to Rs.17,535/-, which is rounded off to **Rs.18,000/-** per month, and the same is fixed as the monthly income of the Petitioner. Considering the fracture and the prolonged hospitalization, the age of the petitioner, this Tribunal holds that the petitioner could



not have attended his vocation at least for six months and accordingly for **loss of income**, this Tribunal awards **Rs. 1,08,000/- (18,000 x 6)**.

(e) Having regard to the nature of injuries, hospitalization and subsequent treatment, a consolidated sum of **Rs.50,000/-** is awarded towards **transportation, extra nourishment and attendant charges**. A further sum of **Rs.5,000/-** is awarded towards **damage to clothes and articles**.

(f) Accordingly, the Petitioner is entitled to compensation as follows:

Sl. No.	Head of Compensation	Amount (Rs.)
1.	Pain and Suffering	1,00,000/-
2.	Loss of Amenities	1,00,000/-
3.	Permanent Disability	1,98,000/-
4.	Loss of Income	1,08,000/-
5.	Transportation, Extra Nourishment & Attendant Charges	50,000/-
6.	Damage to Clothes and Articles	5,000/-
	Total	5,61,000/-

(g) Thus, the Petitioner is entitled to **Rs. 5,61,000/- (Rupees Five Lakhs and Sixty-One Thousand only)** as compensation.

8. Answer to Point No.3:

(a) Now, it is necessary to decide as to who is liable to pay the compensation. The 1st Respondent remained *exparte* in the matter. The 2nd Respondent contested the matter disputing the liability of the insurance company on the ground that the 1st Respondent violated the policy condition.

(b) Ex.R2 is the insurance policy and the Ex.R3 is the copy of the final report filed against the rider of the motorcycle for the offences punishable under Sections 279, 338 IPC and 3 read with 181 of the MV Act and the Ex.R5 is the copy



of the Judgment in C.C.No. 4812 of 2023 dated 28.07.2023 by which the rider of the motorcycle was convicted and sentenced by the learned VI Metropolitan Magistrate, Egmore, Chennai. The Ex.R4 is the copy of the notice sent by the 2nd Respondent to the owner calling upon the production of driving license.

(c) Considering all these facts and evidence, I hold that the 1st Respondent committed violation of policy condition. Very recently, the Hon'ble Division Bench of the Madras High Court (Madurai Bench) in ***The Branch Manager, ICICI Lombard General Insurance Company Ltd. v. Mariyapushpam and Ors., C.M.A. (MD) No.517 of 2025 etc., batch cases dated 01.06.2026***, while referring to the earlier decision in ***Tamil Selvi's case (supra)***, has held that directing pay and recover even after the implementation of the Amendment Act cannot be found fault with.

(d) Therefore, the 2nd Respondent being the insurer is liable to indemnify the 1st Respondent and pay compensation to the Petitioner and thereafter recover the same from the 1st Respondent. Thus, this Point is answered.

9. Mode of Disbursement:

(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 ***Parminster 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.

10. Result:

In fine,

(a) The Petition is partly allowed with Costs,

(b) The petitioner is awarded a total compensation of **Rs. 5,61,000/- (Rupees Five Lakhs and Sixty-One 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 2nd respondent is directed, within a period of 30 Days from this day, to pay the deficit court fee, if any, and deposit the Advocate fees and Costs into the Tribunal's Account "Registrar (MACT), Court of Small Causes, Chennai Account No. 7103261207 IFSC No. IDIB000M157 Indian Bank, Madras High Court Branch, Chennai".**

(d) **Thereafter, the 2nd respondent shall transfer the net award amount, together with accrued interest, directly to the bank account of the petitioner, whose bank account particulars have been furnished below within a period of 30 Days from this day.** 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.

(e) **The 2nd 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 to the email (chnccc.scc-tn@indiancourts.nic.in) **within 48 Hours** after the compliance followed by physical proof of compliance.

(f) **Only in the event of** 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 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 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 liable for additional interest for the period of such delay.

(g) In the event of non-compliance by the 2nd Respondent, the Petitioner shall pay the deficit Court-fees and execute the Award.

(h) The 2nd Respondent is permitted to recover the amount from the 1st Respondent.

(i) The Advocate fees is fixed as **Rs. 12,610/-**.

REQUIRED PARTICULARS

1.	Date of Presentation	24-04-2023
2.	Date of filing	02-06-2023
3.	Compensation Claimed	Rs. 10,00,000/-
4.	Court fees paid	Rs. 375/-
5.	Compensation Awarded	Rs. 5,61,000/-
6.	Court Fees payable on the Award	Rs. 4,982.50/-
7.	Deficit Court fees Payable (6-4)	Rs. 4,607.50/-
8.	Petitioner's Bank Name and Branch	City Union Bank, Thousand Lights.
9.	Petitioner's Account number and	049001000019842, CIUB0000049.



	IFSC code	
10.	Petitioner's Aadhar	2423 3185 0899
11.	Petitioner's PAN	Not Furnished
12.	Default period, if any	---

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

STATEMENT OF COSTS

<u>For the petitioners</u>					<u>For the Respondents</u>	
		<u>Rs.</u>	<u>P.</u>		<u>Rs.</u>	<u>P.</u>
Stamp on petition	-	4,982	. 50			
Stamp on Vakalat	-	20	. 00			
Stamp for process	-	40	. 00		-- not filed --	
Advocate fees	-	12,610	. 00			
Costs allowed	-	17,652	. 50			

//Dictated to the Steno typist, typed by him in the computer directly, corrected and pronounced by me in the open Court, on this Monday, the 10th day of August 2026.//

III Judge
Court of Small Causes, Chennai.

Petitioner's side Witness:

P.W.1 : Mr. S.Jayaram, Petitioner

Petitioner's side Exhibits:

Ex.P1 : FIR

Ex.P2 : Accident Register

Ex.P3 : Discharge summary - 1

Ex.P4 : Discharge summary - 2

Ex.P5 : Discharge summary - 3

Ex.P6 : CT Scan report

Ex.P7 : Aadhar Card of the Petitioner

Ex.P8 : Bank Passbook



2nd Respondent side Witness:

R.W.1 : Mr. Jegadeesan

2nd Respondent side Exhibits:

Ex.R1 : Authorisation Letter

Ex.R2 : Insurance policy

Ex.R3 : Charge sheet

Ex.R4 : Legal Notice

Ex.R5 : Web copy of the judgment

Court Document:

Ex.C1 : Disability certificate

**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.