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 10th day of July 2026

Motor Accidents Claims Original Petition No.3630 of 2020

CNR NO : TNCH09-005546-2020

Mrs. Lakshmi W/o. Ranganathan,
No.21, Senjikumarapuram, K.K.Nagar,
Maruthadu, Cuddalore – 607 109. …Petitioner

-Vs-

1. Mohan.J, S/o. Jayabal.
No.271, Vinniyar Street, Pillali Post,
Cuddalore – 607 109.

2. National Insurance Co. Ltd.,
No.66, Greams Road, Chennai – 600 001. …Respondents

Appearance:

M/s.K.Vijayan, Counsel appearing for the Petitioner.

1st Respondent: Set *exparte* on 15.02.2021.

M/s.S.Dhakshnamoorthy, Counsel appearing for the 2nd respondent.

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Upon perusing the entire records, I passed the following

AWARD

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

2. Crux of the Petition:

The Petitioner is aged about 58 years working as a Sugarcane cutter thereby earning Rs. 700/- per day. On 23.03.2020 at about 18.45 Hours, when the petitioner was walking on the right side of the Cuddalore to Nellikuppam main road near Ration shop at S.Kumarapuram, a motorcycle bearing registration number TN 31 AF 7432 rode by its rider in a rash and negligent manner and hit against the petitioner due to which the petitioner was thrown away and sustained right leg both bone fracture and multiple injuries all over her body. A Criminal case was registered in Crime No. 121/2020 by Nellikuppam Police Station. The accident was due to the rash and negligence of the 1st Respondent's Driver. The 2nd Respondent is the insurer. Hence, the petition.

3. Crux of the Counter of 2nd Respondent:

Denied the averments contained in the petition. Manner of accident is denied. Age, income ad occupation are denied. The accident was not due to the rash and negligence of the 1st Respondent's Driver but because of the petitioner. Claim of the petitioner is highly excessive. Hence, the petition is liable to be dismissed with Costs.

4. The points taken for cosideration are as follows:-

1. On whose negligence, did the accident occur?
2. Whether the petitioner is entitled to compensation? If so, to what extent? And from whom?
3. Which respondent is liable to pay compensation?

5. On the side of the petitioner, the Petitioner was examined as PW1 and Ex.P1 to Ex.P8 were marked. On the side of the 2nd Respondent, application under Section 170 of the Motor Vehicles Act was filed and allowed. The 2nd Respondent examined its Manager as RW1 and Ex.R1 to R3 were marked. The Petitioner's disability was assessed at 21% permanent disability and Ex.C1 is disability certificate.

6. Answer to Point No. 1:

Heard both sides and perused the records. The Petitioner claimed to have sustained injuries in the motor accident on 23.03.2020 due to the rash and negligence of the rider of the motorcycle belonging to the 1st Respondent. Ex.P2 is FIR registered against the rider of the motorcycle. The 1st Respondent remained *exparte.*

The 2nd Respondent adduced evidence through the RW1 but primarily on the aspect of liability. Therefore, there is no contra evidence insofar as the rash and negligence is concerned. Considering all these facts and circumstances and evidence, this tribunal is of the view that the petitioner and the 1st respondent Driver have mutualy contributed to the accident. Accordingly the point is answered.

7. Answer to Point No. 2:

(a) Now it is necessary to decide the entitlement of the petitioner. Ex.P1 is the Accident Register which indicates that the Petitioner sustained Left leg both bone bracture. The Ex.P3 Discharge summary showing that the petitioner as admitted on 23.03.2020 and discharged on 28.03.2020 and surgery was made to fix the fracture. Ex.P4 Xray shows the fracture of both bones. Ex.P5 is the Medical Bills for Rs. 62,032/-. The Disability certificate Ex.C1 would show that he sustained 21% permanent disability. He did not produce any other records. Having held that the Accident was due to the contributory negligence of the 1st Respondent's Driver, the petitioner injured is entitled to compensation to the extent of his contribution.

(b) Considering the nature of the injuries, at the age of 58 years, the Petitioner would have suffered a lot due to the injuries and her treatment. Hence, towards **pain and sufferings,** this tribunal awards **Rs. 50,000/-**. The injuries would have impact on his amenities throughout the life. Hence, a sum of **Rs. 30,000/-** is awarded towards **loss of amenities of life.**

(c) Regarding the **loss of income**, the petitioner claimed to be a earning Rs. 700/- per day by working as sugarcane cutting labourer. However, no evidence has been adduced. Sugarcane cutting is a seasonal work and therefore, it is necessary to fix the notional income.

(d) In ***The Managing Director, Tamil Nadu Transport Corporation, (Coimbatore Division II) Ltd., Erode v. P.Jagannathan & Anr.,*** **CDJ 2018 MHC 6400,** it has been emphasised by the Hon'ble High Court to fix the income on the basis of the inflation index by following the judgment of Hon'ble Apex Court in ***Syed Sadiq v. United India Insurance Co. Ltd.,*** **MANU/SC/0033/2014 : 2014 (1) TN MAC 459**, in which the income of vegetable vendor was fixed at Rs. 6,500/- who sustained injuries in the accident in the year 2008. Followed by the Hon'ble Division Bench of our High Court in ***Andal @ Ors. v. Avinav Kannan & Anr.,*** **2019 (1) TNMAC 54** and also very recently upheld by the Hon'ble Division Bench of High Court in ***Sree Ram General Insurance Co. Ltd., v. Ravikumar & Ors.,*** **MANU/TN/3135/2022**.

(e) Applying the same, the Vegetable vendor's notional income was fixed at Rs. 6,500/- who sustained injuries in the accident in the year 2008. The inflation index for the year 2007-2008 was 129 in that case. In this accident, accident occurred on 23.03.2020. For the year 2019-20, the Cost Inflation Index was 289. Therefore, the monthly income of the Petitioner at the time of accident is arrived at Rs. 14,562/- and rounded off to **Rs. 15,000/-**. For the above nature of injuries and treatment, the petitioner would have lost his income at-least for three months. Hence, towards **loss of income**, this Tribunal awards **Rs. 45,000/-** (15,000 x 3)

<u>Disability:</u>

(f) The Petitioner sustained a permanent disability for 21% as per Ex.C1. There are no materials to show that the said disability caused functional disability to the Petitioner. Hence, it is not necessary to adopt the percentage method for calculating the compensation arisen out of the injuries sustained by the petitioner at the time of the accident. However, there is no evidence to suggest that the said disability had caused functional disability affecting his ordinary avocation. The accident took place on 29.10.2020.

(g) According to the ratio laid down by the Hon'ble High Court in ***M.Chinnathambi v. S.Deepa and another,*** **CMA. No.4645 of 2019 dated 10.01.2020** wherein it has been observed thus:

> "8. …….. The amount awarded on percentage basis was periodically enhanced. This Court by the judgment reported in "**2013(2) TNMAC 583**" in the matter of "***National Insurance Co. Ltd., Vs. G.Ramesh***", granted Rs.3,000/- per percentage for accident occurred in the year 2009, enhancing from Rs.2,000/- per percentage taking into account the cost of living at that time. Due to passage of time, a sum of Rs.3,000/- per percentage of disability awarded in the year 2013 for the accident of the year 2009 is to be enhanced. Taking into consideration the raise in cost of living, it will be reasonable to award a sum of Rs.4,000/- per percentage for the accident of the year 2014 and 2015 and Rs.5,000/- per percentage for the accident from the year 2016 onwards towards disability certified by the qualified Doctor or Medical Board. In the present case, the accident has occurred on 01.07.2016. A sum of Rs.5,000/- per percentage of disability is granted. Accordingly, a sum of Rs.60,000/- (Rs.5,000/- X 12%) is awarded towards disability by awarding a sum of Rs.5,000/- per percentage of disability….."

(h) Applying the said yardstick, this Court is of the view that in the present case where accident was happened on 23.03.2020 and therefore it would be reasonable to enhance the sum to Rs. 7,000/- per percentage. Accordingly, for 3% disability, this Court awards **Rs. 1,47,000/- (7,000 x 21).**

(i) Considering the Ex.P5 Medical Bills for Rs. 62,032/-, towards **Medical Expenses, Rs. 62,000/-** is awarded.

(j) Regarding the **Transportation and Extra-nourishment expenses, and attendance charges** considering the nature of the injuries and treatment period as seen from the Ex.P3, the petitioner had been in treatment as in-patient from 23.03.2020 to 28.03.2020. Therefore, this tribunal awards **Rs. 30,000/-**. It is also held that the petitioner is entitled to **Rs. 5,000/-** towards damages of clothes and articles.

(k) There are no materials produced by the Petitioner to show that the above injuries caused any impact on the earning ability and warrranting future medical expenses to be awarded under the above heads.

(l) To sum up, under all the Headings, the Petitioner is entitled to the following compensation:

1.	Pain and Sufferings	Rs.	50,000/-
2.	Loss of Amenities	Rs.	30,000/-
3.	Disability	Rs.	1,47,000/-

4.	Medical Expenses	Rs.	62,000/-
5.	Loss of income	Rs.	45,000/-
6.	Transportation, Extra-nourishment and Attender's charges	Rs.	30,000/-
7.	Damages to Clothes and Articles	Rs.	5,000/-
	Total	**Rs.**	**3,69,000/-**

(k) Thus, the Petitioner is awarded a compensation of **Rs. 3,69,000/- (Rupees Three Lakhs and Sixty Nine Thousand only).** Regarding the interest, this Tribunal awards 6.5% per annum from the date of the application till the deposit excluding the default period, if any, if the amount is deposited within two months. In default, there shall be an interest at the rate of 6.5% per annum instead of 7.5%.

8. <u>Answer to Point No. 3:</u>

(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 insurer company on the ground that the driver of the Vehicle was not possessing valid driving license and as such there is a violation of policy condition. It is pertinent to note that Ex.R2 notice was issued to the 1st Respondent and his driver calling upon them to produce the Driving license of the Driver. As rightly submitted by the learned Counsel for the 2nd Respondent, adverse inference can be drawn in the light of decision of the Hon'ble Division Bench of Madras High Court in ***Cholamandalam MS General Insurance Co. Ltd. v. K.Dineshkumar & Ors.,*** **MANU/TN/0703/2026.** Hence, it is a case of violation of policy condition.

(b) Holding so, this Tribunal is of the view to direct the 2nd Respondent to initially pay the compensation to the petitioner and recover the same from the 1st Respondent. Accordingly, Accordingly, the point is answered.

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9. <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.

11. <u>Result:</u>

In fine,

(a) The Petition is partly allowed with Costs,

(b) The petitioner is awarded a total compensation of **Rs. 3,69,000/- (Rupees Three Lakhs and Sixty Nine 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 same from the 1st Respondent;

(g) The Advocate fees is fixed as **Rs. 10,380/-.**

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REQUIRED PARTICULARS

1.	Date of Presentation	15-12-2020	
2.	Date of filing	23-12-2020	
3.	Compensation Claimed	Rs.	10,00,000/-
4.	Court fees paid	Rs.	372.50/-
5.	Compensation Awarded	Rs.	3,69,000/-
6	Court Fees payable on the Award	Rs.	3,062.50/-
7.	**Deficit Court fees Payable (6-4)**	**Rs.**	**2,690/-**
8.	Petitioner's Bank Name and Branch	Indian Bank, Semmandalam.	
9.	Petitioner's Account number and IFSC code	7174906550, IDIB000S253.	
10.	Petitioner's Aadhar	9765 9500 6840	
11.	Petitioner's PAN	Not Furnished	
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	-	3,062	.	50			
Stamp on Vakalat	-	20	.	00			
Stamp for process	-	40	.	00		-- not filed --	
Advocate fees	-	10,380	.	00			
Costs allowed	-	13,502	.	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 10th day of July 2026.//

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III Judge
Court of Small Causes, Chennai.

Petitioner's side Witness:

P.W.1 : Mrs. Lakshmi, Petitioner

Petitioner's side Exhibits:

Ex.P1 : AR Copy
Ex.P2 : First Information Report
Ex.P3 : Discharge Summary
Ex.P4 : X-Ray
Ex.P5 : Hospital & Medical Bills Rs.62,032/-
Ex.P6 : Photo with CD
Ex.P7 : Bank Pass Book
Ex.P8 : Aadhar Card

2nd Respondent side Witness:

R.W.1 : Mr. Rajesh

2nd Respondent side Exhibits:

Ex.R1 : Authorisation Letter
Ex.R2 : Private Notice sent to the 1st respondent
Ex.R3 : Insurance Policy copy

Court Document:

Ex.C1 : Disability certificate

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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.