BEFORE THE MOTOR ACCIDENTS CLAIMS TRIBUNAL, CHENNAI

(In the IV Court of Small Causes, Chennai)

Present:Tmt.M.Arundhadhi, B.A. B.L.,

IV Judge

Thursday, the 16th day of July 2026

M.C.O.P. 3383 of 2023

CNR No.TNCH09-007156-2023

Tamilvanan,
S/o.Mathivanan,
No.157, Anna Nagar,
Thirumullaivasal,
Nagapattinam – 609 113. ....Petitioner

-Vs-

1. C.Jayalakshmi,
   No.33/11, East Seeyalam,
   Second Street, Villivakkam,
   Chennai – 600 049.

2. Shriram General Insurance Company Limited,
   Lady Desikachari Road, CIT Colony,
   Mylapore, Chennai – 600 004. ….Respondents

This petition is came up before me for final hearing on 12.01.2026 in the presence of M/s.S.Ravi Kumar, R.Dinesh Kumar, Counsels appearing for the Petitioner, 1st respondent called absent and set exparte, M/s.P.Magesh, Counsel appearing for the 2nd respondent upon hearing the arguments of petitioner side and upon perusing the entire records of the case, having stood over for consideration till this date, this Tribunal pronounces the following:-

ORDER

1. This petition has been filed under Section 166 of the Motor Vehicles Act and Rule 3 of the Motor Vehicles Rules, seeking for compensation of Rs.15,00,000/- for

the injuries sustained by the Petitioner in a motor accident.

2. <u>The averments made in the petition are briefly as follows:-</u>

(i) The case of the petitioner is that on 11.06.2023 at about 21.00 hours, while the petitioner was travelling as a pillion rider of the Motorcycle bearing Registration No.TN 55-BQ-0717 from North to South direction at Thiruvalluvar Road, Mugapair, at that time the rider of the Motorcycle rode the two wheeler in a rash and negligent manner and dashed against the Car bearing Registration No.TN 12-AS-4997, due to which the petitioner fell down and thus caused the accident to the petitioner. As a result, the petitioner sustained grievous injuries as stated in Column No.11 of the petition. The accident was reported to Sub Inspector of Police, V5, Thirumangalam Traffic Investigation Police Station and the case was registered in Crime No.106/TM1/2023. The accident occurred only due to the rash and negligent driving by the rider of the 1st respondent's vehicle/petitioner travelled vehicle.

(ii) As mentioned in the petition, the petitioner was aged 27 years and he is a Lift Service Engineer and earning Rs.25,000/- per month at the time of accident. Due to the injuries sustained by the petitioner, he is unable to do the activities as before the accident. The 1st respondent being the owner and 2nd respondent being the insurer of the vehicle viz., Motorcycle bearing Registration No.TN 55-BQ-0717 both are jointly and severally, vicariously and statutorily liable to pay compensation for a sum of Rs.15,00,000/- with interest along with cost. Hence this claim petition.

<u>3. The averments made in the counter filed by the 2nd respondent are briefly as follows:-</u>

(i) The 2nd respondent denies the age, occupation and income of the petitioner. Further denies that the accident occurred due to the negligence of the 1st respondent vehicle rider and denies the manner of accident.

(ii) Further denies that the rider of the 1st respondent's vehicle possessed valid driving license and his vehicle was insured with this respondent at the time of accident.

(iii) The respondent submits that the petitioner is pillion rider and rider of his motorcycle rode the Two wheeler without valid driving license and the accident had occurred only because of his negligence. Hence the 2nd respondent is not liable to pay the compensation in any manner.

(iv) Further denies the nature of injury, period of treatment and medical expenses of the petitioner and alleges that the claim is excessive. The respondent craves leave to file section 170 petition under M.V. Act and also reserves its right to file additional counter and therefore prayed to dismiss the petition.

(v) The 1st respondent remained exparte.

4. On the above pleadings the following points arise for determination:

(1) Whether the accident has occurred due to rash and negligent driving by the rider of the vehicle viz., Motorcycle bearing Registration No.TN 55-BQ-0717 which is owned by 1st respondent and insured with 2nd respondent?

(2) Whether the 2nd respondent is not liable to indemnify the 1st respondent for breach of policy condition?

(3) Whether the Petitioner is entitled for any compensation? If yes, what is the quantum of compensation and from which respondent?

(4) To what relief the petitioner is entitled to?

5. ON THE POINTS:

(i) On the side of the petitioner, PW1 Tamilvanan examined on proof affidavit and Ex.P1 to P7 & Ex.C1 were marked.

(ii) 1st respondent remained exparte. On the side of 2nd respondent, Insurance official examined as RW1 on proof affidavit, Ex.R1 to R3 were marked.

(iii) Based on the above materials the Learned Counsel for the petitioner and 2nd respondent submitted their arguments. After hearing petitioner side and perusing material records and after giving careful consideration to the submission made on either side, the above points are answered as below.

6. Point No.1:

(i) The 2nd respondent denies the manner of accident and the negligence upon the rider of 1st respondent's Motorcycle. So the burden of proof is upon the petitioner to establish the manner of accident and negligence is upon the driver of offending vehicle bearing Registration No.TN 55-BQ-0717. The petitioner examined himself as PW1 on proof affidavit, he reiterated the petition averments and attributing the total negligence upon the driver of the 1st respondent's vehicle that on 11.06.2023 at about 21.00 hours, when the petitioner was travelling as a pillion rider of the Motorcycle bearing Registration No.TN 55-BQ-0717 from North to South direction at Thiruvalluvar Road, Mugapair, at that time the rider of the Motorcycle driven in a rash and negligent manner and dashed against the Car bearing Registration No.TN 12-AS-4997, due to which the petitioner was fell down and thus caused the accident to the petitioner. In the said road traffic accident the petitioner sustained grievous injury.

(ii) In support of his case PW1 relies upon Ex.P1 FIR, Ex.P2 AR copy & Ex.P3 Discharge summary.

(iii) On the other hand, the 1st respondent remained exparte, inspite of service of summons.

(iv) The 2nd respondent/Insurance Company filed counter denies all the petition averments as false. The 2nd respondent further contended that the petitioner is pillion rider and rider of his motorcycle rode the vehicle without a valid driving license and the accident had occurred only because of his negligence. So the 2nd respondent is not liable to pay compensation to the petitioner.

(v) Though the 2nd respondent denies the negligence & manner of accident upon the driver of 1st respondent's vehicle but fails to substantiate the same with oral and documentary evidence. Whereas the petitioner through Ex.P1 FIR, Ex.P2 AR copy & Ex.P3 Discharge summary clearly establishes that criminal Prosecution is lodged against the rider of the 1st respondent vehicle for the road traffic accident caused by him. Therefore from the oral evidence of PW1 documentary evidence Ex.P1, P2 & P3 the petitioner proves the negligence upon the rider of the offending vehicle namely Motorcycle bearing Registration No.TN 55-BQ-0717. Hence Point No.1 answered affirmatively.

8. Point No.2 :-

(i) The 2nd respondent contended that the rider of the offending vehicle does not possessed valid driving licence at the time of accident. In support of his contention RW1 examined on Oath through him Ex.R1 to Ex.R3 were marked. Ex.R1 Authorisation Letter, Ex.R2 Policy Copy & Ex.R3 MV Report. On perusal of Ex.R3 MV Report, it is mentioned as Driving licence not produced check report issued. Apart from the MV Report, the 2nd respondent has not filed any documents to prove that there was a violation of policy condition. On perusal of records, it is noted that subpoena petition to RTO, Pudhukottai taken by the 2nd respondent. Inspite of service of witness summon, the witness not turned up. Subsequently, witness warrant allowed and same has been executed, consequently witness summon closed. Admittedly, the burden of proof lies on the 2nd respondent insurance company to establish the policy violation. In the present case, though summons to RTO has been taken, but notice to owner and the rider of the offending vehicle has not been issued by the 2nd respondent calling upon their to produce the driving licence. Like so, Ex.P1 FIR the rider of the offending vehicle and owner of the vehicle were not been charged for no DL. So mere mentioning in the MV Report, DL not produced is not sufficient to prove that the rider does not possessed valid driving licence at the time of accident. The tribunal is of the view that, 2nd respondent fails to establish the plea through oral and documentary evidence. Therefore, the 2nd respondent cannot be absolved from its liability to pay compensation. Hence Point.No.2 is answered accordingly.

8. Point No.3 :-

(i) In view of the findings in Point No.1 & 2 the petitioner is entitled for just & reasonable compensation for the for the injuries suffered by him in the accident.

There is no dispute that the offending vehicle Motorcycle bearing Registration No.TN 55-BQ-0717 is owned by the 1st respondent and insured with the 2nd respondent at the time of accident. No dispute with respect to the accident and the petitioner got injured. Hence both the respondents 1 & 2 are jointly severally and vicariously liable to pay compensation to the petitioner.

(ii) The factors that are relevant to be considered in order to arrive at just compensation and the quantum of loss of income are the age of the claimant, the nature of employment, income, the nature of disability suffered and the impact of the permanent disability upon the earning capacity of the injured having regard to the nature of the employment.

(iii) The occurrence has taken place on 11.06.2023. As per the medical records in Ex.P3 Discharge summary, the age is given as 27 years as on the date of accident (i.e.,11.06.2023). Ex.P5 Aadhar card of PW1 the date of birth is given as 29.07.1996. Considering the same the age of the petitioner as on the date of accident is fixed as 27 years.

(iv) According to the petitioner he is a Lift Service Engineer and earning Rs.25,000/- per month, at the time of accident. But to substantiate the same no oral or documentary evidence produced to prove avocation and income.

(v) Hence following the Judgment reported in 2018(2) TNMAC 168 (National Insurance Co., Ltd., and Ors. Vs. Thangadurai), considering his age, ability and economic condition in the year of 2023. Hence the notional income of the petitioner is fixed as Rs.17,500/- per month.

(vi) Next coming to the nature of injury sustained by the petitioner in the road traffic accident, as per Ex.P3 Discharge summary, the petitioner has taken treatment at Government Kilpauk Medical College Hospital, Chennai as inpatient from 12.06.2023 to 27.06.2023 for about 16 days and there he was diagnosed with "Compound Grade I fracture Middle 1/3rd Right Tibia". He undergone surgery CRIF with IMIL Nailing done and got discharged.

(vii) Considering the nature of injury, petitioner referred to Regional Medical board as per the directions of the Honourable High Court in the reported decision **Branch Manager, TATA AIG General Insurance Co., Ltd., Coimbatore -Vs- Prabhu & Others 2016 (1) TNMAC 609(DB)** for assessment of disability. The Medical Board opined that the petitioner has suffered 15% Post Traumatic Sequelae Permanent disability. Ex.C1 is the Disability certificate issued by Regional Medical Board and the same is accepted as it is.

(viii) PW1 is not produced any medical records except Ex.P3 Discharge Summary to show that he suffered functional disability which leads to loss in earning capacity, a perusal of Ex.C1 medical obtained, the fracture has been surgically stabilized. So, considering the nature of injury and Disability certificate Ex.C1 issued by the Regional Medical Board, percentage method is adopted.

(ix) Based on the above discussed materials and facts and circumstances of the case, the compensation under both Pecuniary & Non – Pecuniary Heads are awarded as below:

<u>Loss of Income during Medical Treatment:</u>

The petitioner has taken treatment as inpatient from 12.06.2023 to 27.06.2023 i.e., for about 16 days for Compound Grade I fracture Middle 1/3rd Right Tibia @ Government Kilpauk Medical College Hospital, Chennai, CRIF with IMIL Nailing done. Hence considering the available medical records and nature of injury sustained by petitioner, it might not taken less than 6 months for treatment and recovery. As we have already discussed his notional income is taken as Rs.17,500/- per month. Hence the loss of income during the period of medical treatment and recovery is arrived at **Rs.1,05,000/-** (Rs.17,500 x 6 months).

<u>Loss due to Partial Permanent Disability:</u>

In view of the recent judgment of our ***Hon'ble High Court of Madras in, C.M.A.No.3018/2024 dated 20.11.2024***

Noori vs. Narendiran and another, in which Hon'ble High Court held "for the accident in the year 2020 Rs.9,000/- per percentage to be awarded".

Hence keeping in mind on the above said decision of our Honourable High court, since the accident was occurred in the year of 2023, this Tribunal comes to the conclusion that the Petitioner has suffered **partial permanent disability** of 15% and the Petitioner is entitled for just compensation for the injuries sustained by him as Rs.9,000/- per percentage is allowed. Hence the Petitioner is entitled for **Rs.1,35,000/-** (Rs.9,000 x 15%) only as just compensation for the injuries sustained by him.

Medical expenses:

The petitioner has taken treatment at Government Hospital. Though he was treated as Government Hospital he might have spent some amount for medicines. Hence considering the same **Rs.5,000/-** is awarded for medical expenses.

Transport Charges:

The petitioner taken treatment at Government Kilpauk Medical College Hospital, Chennai as Inpatient for about 16 days. Hence he would have incurred transportation expenses for going for the treatment. Hence considering those facts transportation charges is arrived at **Rs.10,000/-**.

Extra-nourishment & Damages to clothing and articles:

Considering the nature of accident and the injuries suffered by the petitioner and the period of treatment it will be just to grant a sum of **Rs.20,000/-** towards extra nourishment and **Rs.1,000/-** towards damages to clothing and articles.

Compensation for Pain and Sufferings:

The petitioner has suffered Compound Grade I fracture Middle 1/3rd Right Tibia and CRIF with IMIL Nailing done and he was treated as inpatient for 16 days at Government Kilpauk Medical College Hospital, Chennai. Hence considering the nature of injury, period of treatment & disablement, trauma & pain undergone by the petitioner it is just and proper to award **Rs.45,000/-** towards pain and sufferings.

Attender Charges:

The petitioner admitted at Government Kilpauk Medical College Hospital, Chennai as an in-patient for about 16 days and CRIF with IMIL Nailing done. The mobility of the petitioner is restrained by the injury and he depends on an attender to do his day to day avocations. Hence considering the nature of injuries and period of recovery a sum of **Rs.5,000/-** is awarded towards attender charges.

Loss of amenities:

The petitioner definitely would not act as before the accident due to the Compound Grade I fracture Middle $1/3^{rd}$ Right Tibia suffered by him. Hence considering this facts, it would be just and proper to grant a sum of **Rs.50,000/-** towards loss of amenities.

In view of the foregoing discussion this Tribunal fixed the just compensation as follows:

CALCULATION:

1. Loss of income	:	Rs.	1,05,000/-
2. Disability	:	Rs.	1,35,000/-
3. Medical Expenses	:	Rs.	5,000/-
4. Transportation	:	Rs.	10,000/-
5. Extra Nourishment	:	Rs.	20,000/-
6. Damages to clothing and articles	:	Rs.	1,000/-
7. Pain and Sufferings	:	Rs.	45,000/-
8. Attender Charges	:	Rs.	5,000/-
9. Loss of amenities	:	Rs.	50,000/-
Total Compensation is fixed at	**:**	**Rs.**	**3,76,000/-**

In the light of the above assessment, the petitioner/Claimant is entitled for a just compensation of the above said amount of **Rs.3,76,000/-** i.e., **three lakhs seventy six thousand** and Point No.3 is answered accordingly.

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<u>9. Point No.4:</u>

In view of the above finds, the petitioner is entitled for compensation as above together with interest at 7.5% p.a from the date of petition with cost and none other relief the petitioner is entitled to and point No.4 is answered accordingly.

10. In the result, this petition is partly allowed with cost as follows;-

(i) An award for **Rs.3,76,000/- (Rupees three lakhs seventy six thousand only)** including interim award passed if any – is passed in favour of the petitioner, and the 2nd respondent is directed to pay the sum of **Rs.3,76,000/- (Rupees three lakhs seventy six thousand only)** to the petitioner together with an interest at 7.5 percentage per annum from the date of presentation of petitioner i.e., 21.06.2023, till the date of realization, excluding the default period if any. The 2nd respondent is directed to pay the award amount with cost and interest within 2 months from the date of this award.

<u>Mode of Disbursement :</u>

(i) As per the Judgment of the Hon'ble Supreme Court in PARMINDER SINGH VS HONEY GOYAL AND OTHER (S.L.P.No..4884 OF 2020) Dated 18.03.2025, the tribunals are directed to pass an award by ordering the insurance company to transfer the award amount into the Bank account of the claimant(s) with intimation to the Tribunals. Accordingly, the respondent is directed to transfer the award amount to the Claimant(s) Bank Account. The petitioner's Account Number and IFSC Code, Aadhaar Card & Pan Card details are given as follows

Name of the Petitioner	Bank name and Branch	Account No. and IFSC code	Adhaar card details	Pan card details
Tamilvanan	Indian Overseas Bank, Thirumullaivasal Branch.	Acc : 022401000013100 IFSC : IOBA0000224	4879 9907 3019	GRVPM7693 K

(ii) Further as stated above the Insurance Company shall pay the award amount directly to the Claimant(s) Bank Account. Further, if the claimant is directly receiving the award amount from the Insurance Company/Respondent, there is a possibility of evading deficit court fees, which are payable by the petitioner in this case. Therefore, the Claimant(s) is directed to remit the deficit court fees **within 2 weeks from the date of this order.** If the petitioner fails to pay additional court fee within the stipulated time, the petitioner is not entitled for interest on the award amount from the date of award till the date additional court is paid. Further the Claimant is directed to pay the deficit court fee in the following E-Court fees link **pay.ecourts.gov.in.**

(iii) If transfer fails due to the inoperative account or for any reason attributable to the petitioner, the respondent insurance company shall inform this tribunal and the petitioner. The petitioner shall furnish correct bank account particulars within 10 days. On receipt of the correct particulars the respondent insurance company shall transfer the award amount immediately.

(iv) After making of court fee by the Claimant(s), the Claimant(s) is directed to produce two copies of Court fee paid receipt to this Tribunal. After verification and getting seal from this Court, one such copy of court fee paid receipt to be handed over to the Insurance/Respondent's Advocate. Further, after obtaining receipt of court fee paid from the claimant alone, the Insurance Company shall transfer the award amount to the Claimant. If any award transferred by the Insurance Company to the claimant without receiving court fees paid receipt, it is the responsibility upon the Insurance Company to remit the Court fees to this Tribunal later. Therefore the parties are directed to adhere the above conditions strictly without any deviation.

(v) The Respondent shall directed to furnish intimation of Compliance to this Tribunal after transferring the award amount to the Claimant(s).

The petitioner has paid a sum of **Rs.372.50/-** towards Court fee. As per this award, the Court fee is **Rs.647.50/-**. The Advocate fee is fixed at **Rs.5,550/-**. The deficit court fee of **Rs.275/-** shall be paid by the petitioner within 2 weeks from the date of order.

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Other necessary particulars:

Date of Presentation of petition	21.06.2023
Date of taken up on file	12.07.2023
Compensation claimed in the M.C.O.P.	Rs.15,00,000/-
Compensation awarded in this petition	Rs.3,76,000/-
Court fee paid along with the petition	Rs.372.50/-
Court fee payable on the award amount	Rs.3,132.50/-
Additional court fee shall be paid	Rs.2,760/-
Additional court fee paid, MPSR.No………………..dated	

That the 2nd respondent do pay to the petitioner a sum of **Rs.13,697.50/-** towards the costs of this petition.

Cost List for the petitioner

STATEMENT OF COSTS							
For the petitioners						For the Respondents	
		Rs.		P.		Rs.	P.
Stamp on petition	-	3,132	.	50			
Stamp on Vakalat	-	5	.	00			
Stamp for process	-	40	.	00		-- not filed --	
Advocate fees		10,520	.	00			
Costs allowed	-	13,697	.	50			

The direction regarding copy of the Judgment and decreetal order prepared under Sub rule 6 of Rule 20 of TNMAC Rules, 1989 and Hon'ble Madras High Court's communication in R.O.C.No.390-A/2014/F1 dated 13.02.2014 are obediently followed and further it is informed that, as per the direction of the Honourable High

Court, as far as this claim Petition is concerned, Decree is not drafted separately and in the award, instead of drafting the decree, necessary details have been incorporated in this claim Petition's order.

This order has been dictated by me to the 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.

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Motor Accident Claims Tribunal,
IV Judge
Court of Small Causes
Chennai

Petitioner's sides Witness:

P.W.1: Mr.Tamilvanan

Petitioner's side Exhibits:

Ex.P-1 : FIR Xerox

Ex.P-2 : Accident Register copy

Ex.P-3 : Discharge summary

Ex.P-4 : Petitioner’s Educational Certificate copy

Ex.P-5 : Aadhar Card xerox

Ex.P-6 : Pan Card xerox

Ex.P-7 : Bank Pass Book Xerox

Respondents Side Witness :

P.W.1: Mr.Priyavanan

Respondents side Exhibits:

Ex.R-1 : Authorisation Letter

Ex.R-2 : Insurance Policy Copy

Ex.R-3 : Motor vehicle Inspection Report of Motorcycle

Court documents:

Ex.C1 : Disability Certificate issued by Medical Board.

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Motor Accident Claims Tribunal,
IV Judge
Court of Small Causes
Chennai