IN THE COURT OF THE V JUDGE, COURT OF SMALL CAUSES, CHENNAI

(MOTOR ACCIDENTS CLAIMS TRIBUNAL)

PRESENT: Tmt. M. SHAKKIRA BANU, M.A.M.L.,MHR.,PGDHRM.,PGDIPR.,DLLAL.,

V Judge

Thursday, this the 16th day of July 2026

MCOP No.4118/2023

CNR No.TNCH09-007611-2023

Jerish,
aged about 36 years,
S/o. John Jeyakumar,
No.150, Market street-2,
Nazareth, Thiruchendur Tk,
Tuticorin.

Temporarily residing at,
G-1, No.27, Teacher Krishnasamy street,
Muthamizh nagar, Pammal,
Chennai- 600 075. …Petitioner

Vs.

1.Padhamaraj,
S/o. Ubasardass,
No.254, 2nd street, Kurinji nagar,
Kammalampoondi, Uthiramerur,
Kanchipuram - 603 406.

2. The Shri Ram General Insurance Co. Ltd.,
No.5, Ramachandran street, Saravanan nagar,
Seevaram, Perungundi,
Chennai - 600 096.

Policy issuing office at,
3rd floor "C", No.4, Moogambiga complex,
Desika road, Mylapore, Chennai - 600 004. …Respondents

This petition came up on **02.07.2026** for final hearing before me in the presence of **M/s. F. Terry Chella Raja and J.Kingsly Solomon** Counsel for the petitioner and **Mr. K. Mohan** Counsel for the 2nd respondent and first respondent called absent and set exparte and upon hearing both sides and on perusal of written arguments filed by 2nd respondent side and on perusing the case records and having stood over for consideration till this date, this court delivered the following.

AWARD

This petition has been filed under Section 166 of Motor Vehicles Act,1988 claiming a compensation of **Rs.2,00,00,000/-** with interest and costs.

1. Brief averments in the petition:

The petitioner submitted that on 23.03.2023 at about 05.00 am while the petitioner was wearing helmet and riding a motorcycle bearing Reg. No. TN 07 CL 4209 at OMR, Semmancheri check post signal, proceeding from Keelambakkam to Sholinganallur south to north direction in a careful and cautions manner following the road and traffic rules, headlight on with proper lighting at that time a car bearing Reg. No.TN 01 BA 2043 came on the same road, same direction in a rash and negligent manner endangering the public safety and without any signal or indication or any other proper signal turned towards west direction and dashed against the petitioner motorcycle. Due to which the petitioner sustained greivous injuries all over the body.The accident occurred only due to rash and negligent driving of the first respondent car driver. Hence, the 1st respondent being owner and 2nd respondent being insurer of that vehicle both are liable to pay compensation to the petitioner.

2. Brief Averments in the Counter of the 2nd Respondent

The 2nd respondent denied the allegations made in the claim petition except those that are specifically admitted in the counter and puts the petitioner to strict proof of the same. The second respondent denied the manner of accident. The second respondent denied the valid and effective driving license, fitness certificate, permit to the first respondent vehicle. The age, occupation, income of the petitioner, place, date and time of accident are denied. The second respondent denied the injuries and treatment taken in the hospital. The compensation amount claimed by the petitioner is highly excessive. Hence prayed for dismissal.

3. Evidence:

The petitioner was examined as PW1 and marked Ex.P1 to Ex.P13. On the 2nd respondent side, Mr.Deepan the RTO official was examined as RW1 and marked Ex.X1 to X3. The insurance company official Mr.Ajin Prakash was examined as RW2 and marked Ex.R1 to Ex.R4. The disability certificate issued by the medical board was marked as Ex.C1.

4. Points for determination :

1)	Whether the accident occurred due to the rash and negligent driving of the 1st respondent car driver?
2)	Whether the 1st respondent car driver was having valid driving license and whether the said vehicle was covered under valid insurance and proper documents, as contemplated under the M.V. Act at the time of accident?
3)	Whether the petitioner is entitled to get compensation? If so, what should be the quantum of compensation, and by whom it is payable?

SHAKKIRA BANU M

Digitally signed by SHAKKIRA BANU M
Date: 2026.07.16 05:32:03 +0900

5. Point No.1:

It is pertinent to note that with regard to the accident, police complaint was lodged by the the petitioner to Pallikaranai Traffic investigation wing and Ex.P1 FIR was registered in Crime No.186/2023 U/s. 279 and 337 IPC, against the 1st respondent car driver. Ex.P1 is the First Information Report registered in respect of the accident. There is no material contradiction brought out during his cross-examination regarding the manner of occurrence of the accident. The second respondent has not examined the driver of the offending vehicle or any independent eyewitness to disprove the evidence of PW1 with regard to the manner of accident. RW1, the RTO Official, and RW2, the Insurance Company Official, have not spoken about the occurrence of the accident or the negligence attributed to the driver of the offending vehicle. Their evidence is confined only to the documents relating to the vehicle and the insurance policy. In the absence of any rebuttal evidence, this Tribunal finds that the accident occurred due to the rash and negligent driving of the driver of the car bearing Registration No. TN 01 BA 2043. Point No.1 is answered accordingly.

6. Point No.2:

In this point it has to be ascertained whether the 1st respondent car driver had valid driving license and insurance at the time of accident. The second respondent examined RW1 RTO Official and RW2 Insurance Company Official. Though the petitioner has not produced the driving licence of the driver of the offending vehicle, the burden to establish breach of policy conditions lies upon the insurer. Except examining RW1 and RW2, the insurer has not produced any material to prove that the driver was not holding a valid and effective driving licence. RW1 marked Ex.X2 Fitness Certificate and Ex.X3 Permit relating to the offending vehicle. These documents shows that the vehicle had fitness certificate and permit. RW2, the Insurance Company Official marked Ex.R4 Insurance Policy relating to the offending vehicle. From the evidence of RW2 and Ex.R4, it is clear that the offending vehicle was covered under a valid insurance policy issued by the second respondent and that the policy was in force on the date of the accident. The 2^{nd} respondent has not produced any evidence to establish breach of policy or absence of valid driving license. Therefore, this Tribunal holds that the offending vehicle possessed valid statutory documents and was duly insured with the second respondent on the date of the accident and hence second respondent is liable to indemnify the insured and satisfy the award. The point No.2 is decided accordingly.

7. Point No.3:

7.1 As a result of the accident, the petitioner sustained left forearm both bone fracture, left hip inter trochanteric fracture, left shaft of femur commiunted fracture open grade III-B femur, left hand fourth proximal phalanx fracture, right 11th RIB fracture with lung contusion, right liver contusion. He was admitted at Chettinad Super speciality Hospital as inpatient from 23.03.2023 to 03.04.2023 as per the Ex.P2 discharge summary. Again he was admitted at same hospital as inpatient from 21.06.2023 to 26.06.2023 as per Ex.P4 discharge summary. When the petitioner was referred to the medical board, after examination the medical board fixed disability as 30%.

7.2 The petitioner has stated that he was working as Manager in HR and Talent Acquisition (USA) and subsequent to the accident his ability to function at high level has been affected. The petitioner has marked Ex.P8 to Ex.P12. The Bank Passbook marked as Ex.P15 proves the receipt of salary. These documents show that the petitioner has not lost his employment on account of the accident.

However, merely because the petitioner continues in service, it cannot be concluded that he has not suffered any loss. Since he has sustained permanent disability to the extent of 30%, it would necessarily affect his physical efficiency, mobility and capacity to discharge his duties in the same manner as prior to the accident. The Employment Impact Statement (Ex.P13) also shows that the injuries have adversely affected his work performance and future career progression. Such disability has affected his functional efficiency and has placed him at a disadvantage in discharging his professional duties and in his future career progression, as seen in Ex.P13. Considering the oral and documentary evidence, this Tribunal is satisfied that the petitioner has established the injuries sustained by him, the treatment undergone, the permanent disability of 30%, and the consequential impact upon his employment and future prospects. Considering the nature of injuries, period of treatment, percentage of disability assessed by the Medical Board and loss of future earning capacity, this Tribunal deems it appropriate to award compensation under the percentage method under the following heads.

i) <u>Partial disability</u>

Since the disability found by the medical board is 30% and the accident occurred on 23.03.2023, as per the judgment of the **Honble Madras High court in *CMA 13/2025* between *the Revanth kumar vs M/s. Sun-X-Concrete India private limited and others* dated 10.01.2025 in Para No.7 a sum of Rs.3,00,000/-** (30 x 10,000) is awarded under this head

ii) <u>Pain and suffering</u>

A injury left forearm both bone fracture, left hip inter trochanteric fracture, left shaft of femur commiunted fracture open grade III-B femur, left hand fourth

SHAKKIRA BANU M
Digitally signed by SHAKKIRA BANU M
Date: 2026.07.16 05:32:19 +0900

proximal phalanx fracture, right 11th RIB fracture with lung contusion, right liver contusion are a serious injury causing considerable pain, discomfort and restriction of movement. The petitioner would have undergone acute pain at the time of the accident, during hospitalization and throughout the period of recovery. He would also have suffered mental agony and inconvenience in attending to his day-to-day activities. The nature of the injuries and period of hospitalization clearly establish substantial pain and suffering and hence under this head this Tribunal is inclined to award **Rs. 2,00,000/-.**

iii) Medical Expenses

The petitioner marked Ex.P4 medical bills. Out of the total medical bill for Rs.6,73,226/- the amount received as a part of mediclaim insurance policy (Rs.4,00,000/-) is deducted and the petitioner has paid Rs.2,73,226/-. The Hon'ble Supreme Court in the case of ***New India Assurance Company Ltd Vs. Dolly Satish Gandhi and another*** (2026 Livelaw (SC) 504) has held that the amount received as a part of a mediclaim/ medical insurance policy is strictly not deductible from the compensation calculated by the concerned Tribunal under the MV Act, even if compensation under the head of medical expenses is specifically claimed. Therefore based upon the above judgment, the petitioner is entitled for the entire medical expenses of Rs.6,73,226/-. Further the petitioner has also marked Ex.P5 medical bill for sum of Rs. 1,16,698/-, Ex.P6 outpatient bill for sum of Rs.6,053/- and Ex.P7 outpatient bill for Rs.32,610/-. Thus the petitioner is entitled for a total sum of Rs.**8,28,587/-** under this head.

iv) <u>Attendant Charges</u>

During the treatment period and period of recovery a person would have stayed and assisted the petitioner and hence a sum of **Rs.1,00,000/-** awarded under this head.

v) <u>Transport Charges</u>

Though the petitioner would have gone to hospital for few times, no transport bills are marked. However considering the treatment period, distance to hospital a sum of **Rs.30,000/-** is awarded under this head.

vi) <u>Loss of Income</u>

The petitioner has contended that on account of the injuries sustained in the accident, he has suffered loss of income. From PW1 cross examination it is seen that the petitioner has continued in the same employment and there is no evidence to establish any deduction of salary, loss of pay or termination of service. Therefore, actual loss of income during the treatment period has not been established. The Ex.P13 Employment Impact Statement issued by his employer, states that the injuries sustained by him have adversely affected his work performance and future career progression. The said document establishes that the permanent disability has affected his efficiency and future prospects in service. However, while adopting the percentage method for assessing compensation towards permanent disability, the consequential impact of the disability on his employment has already been taken into consideration. Therefore, awarding a separate amount towards loss of income in the absence of proof of actual pecuniary loss would amount to duplication of compensation. Hence, no separate amount is awarded under this head.

vii) <u>Loss of Amenities</u>

During the treatment time and in rest period certainly, he would have lost amenities by not able to perform his day-to-day activities and depending upon his family members. Further the disability has impaired not only his physical activities but also his ability to discharge professional duties with the same efficiency and has affected his career progression. Hence under this head this Tribunal is inclined to award **Rs.2,00,000/-.**

viii) <u>Extra nourishment</u>

During the period of treatment and subsequent days he would have taken nutritious food to restore his body to normal condition. Hence under this head this Tribunal is inclined to award **Rs. 50,000/-.**

The summing up of the award amounts under the various heads are as follows,

Part disability	Rs.3,00,000/-
Pain and Suffering	Rs.2,00,000/-
Loss of Income	Nil
Medical expenses	Rs.8,28,587/-
Attendant charges	Rs.1,00,000/-
Transportation	Rs.30,000/-
Loss of Amenities	Rs.2,00,000/-
Extra Nourishment	Rs.50,000/-
TOTAL	**Rs. 17,08,587/-**

Result:

In the result, this petition is partly allowed and of **Rs.17,08,587/-** (Rupees Seventeen lakhs eight thousand five hundred and eighty seven only) is passed in favour of the petitioner with interest at 7.5% p.a. from the date of petition i.e., 18.08.2023 to till the date of payment payable by the 2nd respondent with costs within a period of two months. There shall be no interest for the default period if any.

Mode of Disbursement:-

(i) 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),*** the 2nd respondent is hereby directed to transfer the award amount of **Rs.17,08,587/-** (Rupees Seventeen lakhs eight thousand five hundred and eighty seven only) is passed in favour of the petitioner with interest at 7.5% p.a. from the date of petition i.e., 18.08.2023 until the date of transfer and with cost to the credit of **petitioner account directly through NEFT or RTGS mode.**

Petitioner bank Account No.	**157010886700**
Name of the Bank	**Induslnd Bank**
IFSC code	**INDB0000328**

(ii) The respondent No.2 / Insurance Company is directed to pay or deposit the deficit court fee if any, within a period of 15 days from this day, before this Tribunal in accordance with law and to transfer the balance award amount, together with accrued interest and costs, directly to the bank account of the petitioner. The 2nd respondent Insurance Company shall file proof of payment/deposit of the deficit court fee, if any, and proof of electronic transfer of the balance award amount to the Petitioner bank account before this Tribunal immediately after compliance.

(iii) In the event of electronic transfer being returned or is unsuccessful on account of closed or incorrect bank account or for any other reason attributable to the Petitioner, the respondent Insurance Company shall intimate the same to this Tribunal and the concerned Petitioner along with proof. The Petitioner shall furnish correct 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. The respondent insurance company shall not be liable for the additional interest on account of the delay caused due to incorrect bank particulars.

Dictated by me to the Typist and she directly typed it in the computer after corrections pronounced by me in Open Court, on this the 16th day of July 2026.

SHAKKIRA BANU M
Digitally signed by SHAKKIRA BANU M
Date: 2026.07.16 05:32:41 +0900

(M.SHAKKIRA BANU)
V Judge
COURT OF SMALL CAUSES
CHENNAI

<u>Petitioner side witness: -</u>

SL.No.	DATE	NAME OF THE WITNESSES	REMARKS
PW1	11.07.2025	Jerish (petitioner)	Ex.P1-Ex.P15

<u>Petitioner side exhibits: -</u>

Sl No.	Date	Document Particulars	Document Type
Ex.P1	23.03.2023	First information report	Photocopy
Ex.P2	23.03.2023-	Discharge summary I	Original

	03.04.2023		
Ex.P3	21.06.2023-26.06.2023	Discharge summary II	Original
Ex.P4	--	Inpatient bills I	Original
Ex.P5	--	Inpatient bill II	Original
Ex.P6	--	OP bill I	Original
Ex.P7	--	OP bill II	Original
Ex.P8	23.01.2023	Appointment letter	Original
Ex.P9	26.04.2022	Appointment letter	Original
Ex.P10	31.03.2023	Appointment letter	Original
Ex.P11	31.03.2024	Appointment letter	Original
Ex.P12	31.03.2025	Appointment letter	Original
Ex.P13	--	Employment impact statement	Photocopy
Ex.P14	--	Petitioner driving license	Photocopy
Ex.P15	--	Bank pass book of the petitioner	Photocopy

Respondent side witnesses:

SL.No.	DATE	NAME OF THE WITNESSES	REMARKS
RW1	04.02.2026	Deepan (RTO official)	Ex.X1-Ex.X3
RW2	02.04.2026	Ajin Prakash(insurance company official)	Ex.R1 - Ex.R4

Respondent side exhibits:

Sl No.	Date	Document Particulars	Document Type
Ex.R1	--	Authorization letter	Photocopy
Ex.R2	--	Permit copy	Photocopy

SHAKKIRA BANU M
Digitally signed by SHAKKIRA BANU M
Date: 2026.07.16 05:32:45 +0900

Ex.R3	--	Medical bills verification certificate	Photocopy
Ex.R4	--	Insurance policy	Photocopy

Third party witness exhibits:

Sl No.	Date	Document Particulars	Document Type
Ex.X1	--	Authorization letter	Photocopy
Ex.X2	--	Fitness certificate	Photocopy
Ex.X3	--	Permit	Photocopy

Court Document:

Sl No.	Date	Document Particulars	Document Type
Ex.C1	--	Disability certificate of the petitioner issued by Medical Board.	Original

SHAKKIRA BANU M
Digitally signed by SHAKKIRA BANU M
Date: 2026.07.16 05:32:48 +0900

(M. SHAKKIRA BANU)
V Judge
COURT OF SMALL CAUSES
CHENNAI

Other Particulars

Date of filing of the petition	18.08.2023
Date of Award	15.07.2026
Amount Claimed under Compensation	Rs.2,00,00,000/-
Amount Awarded as Compensation	Rs.17,08,587/-
Total Court Fees	Rs. 16,458/-

The Court Fee already paid	Rs. 10,000/-
Balance Court Fee to be Paid	Rs. 6,458/-

Costs List

Cost Particulars	**Amount**
Stamp duty for Award Amount	Rs. 16,458/-
Vakalath	Rs. 5.00/-
Preparation of Summon Batta Charges	Rs. 40.00/-
Advocate Fees	Rs. 24,086/-
TOTAL	Rs. 40,589/-

SHAKKIRA BANU M

Digitally signed by SHAKKIRA BANU M
Date: 2026.07.16 05:32:52 +0900

(M.SHAKKIRA BANU)
V Judge
COURT OF SMALL CAUSES
CHENNAI