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

Wednesday, the 5th day of August 2026

M.C.O.P. 1077 of 2023 - CNR No.TNCH09-001733-2023
M.C.O.P. 1078 of 2023 - CNR No.TNCH09-001734-2023

Edwin Ragu,
S/o.Anthony Madhavadian,
Hst Thotti Street, Valayaputhur,
Maduranthakam, Kanchipuram,
Chennai – 603 314. ....Petitioner in MCOP 1077/2023

Stella Mary,
W/o.Edwin Ragu,
No.6/73, Vivekanandar Street,
Palapannai Post, Edapalayam,
Alamathi, Thiruvallur -600 052. ....Petitioner in MCOP 1078/2023

-Vs-

1. Murugan,
   No.68/1, Bharathi Street,
   Pooncheri, Mamallapuram Taluk,
   Chengalpattu – 603 104.

2. MAGMA HDI General Insurance Company Limited.,
   New No.17-19, Old No.103,
   Navin Presidium, 'A' Block, 3rd
   Floor, Nelson Manickam Road,
   Aminjikarai, Chennai – 600 030. ….Respondents in both OP's

This petition is came up before me for final hearing on 10.07.2026 in the presence of M/s.A.Gurunathan, Counsel appearing for the Petitioner in both OP's, M/s.Santhaseelan, P.M.Nisha, A.Muthukumar, Counsels appearing for 1st respondent and remained exparte for non filing of counter in both OP's, M/s.Sree Vidhya, Counsel appearing for the 2nd respondent in both OP's, upon hearing the arguments on both sides 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.20,00,000/-** in MCOP 1077/2023, **Rs.3,00,000/-** in MCOP 1078/2023 for the injuries sustained by the Petitioners in both O.P.'s in a motor accident.

Joint trial memo filed by the petitioner and allowed on 20.11.2024. The evidence recorded in OP 1077/2023.

2. The common averments made in the petition are briefly as follows:-

(i) The case of the petitioners is that on 29.01.2023 at about 17.15 hrs, while the petitioner in OP 1077/2023 was riding his Two wheeler bearing Reg.No. TN 19-AY-2001 along with Petitioner in OP 1078/2023 proceeding from Mamallapuram to Valayaputhur village, at that time a motorcycle bearing Reg.No. TN 19-BY-3799 which belongs to 1st respondent, driven by its rider in a rash and negligent manner and hit the petitioner's Two wheeler and thus caused the accident to the petitioners. As a result, the petitioners sustained grievous injuries as stated in Column No.11 of the petition (MCOP 1077/2023 and 1078/2023). The accident was reported to E1, Mamallapuram Police Station and the case was registered in Crime No.56/2023. The accident occurred only due to the rash and negligent driving by the rider of the respondent's vehicle.

(ii) As mentioned in the petition, the petitioner in OP 1077/2023 was aged 36 years and he is working as a helper in Velakanni Malligai Store and earning Rs.15,000/- per month, Kancheepuram, petitioner in OP 1078/2023 aged 29 years and she is a helper in Velakanni Malligai Store, Kancheepuram and earning Rs.12,000/- per month at the time of accident. Due to the injuries sustained by the petitioners, they are 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 19-BY-3799 both are jointly and severally, vicariously and statutorily liable to pay compensation for a sum of **Rs.20,00,000/-** in MCOP 1077/2023, **Rs.3,00,000/-** in MCOP 1078/2023 with interest along with cost. Hence this claim petition.

3. The common averments made in the counter filed by the 2nd respondent are briefly as follows:-

(i) The 2nd respondent denies the age, occupation and income of the petitioners. 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 at the time of accident the 1st respondent riding his motorcycle in a slow and caution manner, it is the petitioners who solely courted the accident. The rider of the 1st respondent's vehicle not responsible for the accident. The 2nd respondent is not liable to pay compensation to the petitioner.

(iv) Further denies the nature of injury, period of treatment and medical expenses of the petitioner and alleges that the claim is excessive and therefore prayed to dismiss the petition.

(v) The respondent reserves its right to contest the claim on all grounds available to 1st respondent u/s 170 MV act and craves to leave of the Tribunal to file an additional counter. Hence petition is to be dismissed.

(vi) 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 19-BY-3799 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 Petitioners are 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 in OP 1077/2023 PW1 Edwin Ragu, in OP 1078/2023 PW2 Stellamary examined and Ex.P1 to P15 & Ex.C1 in OP 1077/2024 were marked.

(ii) 1st respondent remained exparte. On the side of 2nd respondent, RW1 Yogesh, Junior assistant from RTO is examined on oath and Ex.X1 and X2 were marked & RW2 Purandhar Dhass is examined as proof affidavit and Ex.R1 and R3 were marked. Written arguments filed on the side of 2nd respondent.

(iii) Based on the above materials the Learned Counsel for the petitioner and 2nd respondent submitted their arguments. After hearing both sides 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 two-wheeler. The burden of proof is upon the petitioner to establish the manner of accident and negligence upon the rider of offending vehicle bearing Registration No.TN 19-BY-3799. The petitioners examined as PW1 & PW2 on proof affidavit, they reiterated the petition averments and attributing the total negligence upon the rider of the 1st respondent's vehicle that on 29.01.2023 at about 17.15 hrs, while the petitioner in OP 1077/2023 was riding his Two wheeler bearing Reg.No. TN 19-AY-2001 along with Petitioner in OP 1078/2023 proceeding from

Mamallapuram to Valayaputhur village, at that time a motorcycle bearing Reg.No. TN 19-BY-3799 which belongs to 1st respondent, driven by its rider in a rash and negligent manner and hit the petitioner's Two wheeler and thus caused the accident to the petitioners In the said road traffic accident the petitioner sustained grievous injury.

(ii) In support of their case PW1 relies upon Ex.P1 FIR & Ex.P2- P4 Discharge Summaries & Ex.P13 Outpatient Treatment Record.

(iii) On the other hand, the 1st respondent remained exparte.

(iv) Though the 2nd respondent denies the negligence & manner of accident upon the rider of 1st respondent's vehicle but fails to substantiate the same with oral and documentary evidence. Whereas the petitioner through & Ex.P13 Outpatient Treatment Record. 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, Ex.P2, Ex.P3, Ex.P4 & Ex.P13 the petitioner proves the negligence upon the rider of the offending vehicle namely motorcycle bearing Registration No.TN 19-BY-3799. Hence Point No.1 answered affirmatively.

7. <u>Point No.2 :</u>

(i) The 2nd respondent/insurance company contended that the rider of the offending vehicle namely Arjun Son of the 1st respondent does not possessed valid driving licence at the time accident and Check Report issued. In support of his contention RW1 Junior Assistant RTO Thirukazhukundram examined on Oath through him Ex.X1 and X2 were marked. Ex.X1 is the Authorisation Letter, Ex.X2 MVI Report of Offending vehicle bearing Reg.No. TN 19-BY-3799. A perusal of Ex.X2 MV Report, it is noticed that DL not produced at the time of inspection and Check Report was issued. RW1 the Insurance official examined on proof affidavit Ex.R1 to R3 were marked. Ex.R2 is the Copy of the notice sent to 1st respondent/owner of the Two wheeler and rider of the Two wheeler namely Arjun who is the son of the 1st respondent, the said notice was delivered to the addressee Tracking Report produced. It is pertinent to note that the 1st respondent inspite of service of summon as remained exparte. Despite opportunity the owner and rider of the offending vehicle has not produced the driving licence before this tribunal to establish that rider possessed valid driving licence on the date of accident. The failure of the 1st respondent/owner of the offending vehicle to rebut the said charge by production of driving licence leads this tribunal to draw an adverse inference against 1st respondent/owner of the offending vehicle bearing Registration No. TN 19-BY-3799. It is further relevant to note that the rider being the son of the 1st respondent the breach of insurance policy condition is willful and fundamental. The 2nd respondent insurance company submits that after the as per the amendment act which came into effect on 01.04.2022, the deletion of proviso to Section 149(4) and 149(5) MV Amendment act 2019 removed the only statutory basis for pay and recovery order in case of established policy breach. Therefore, the insurance company is not liable to indemnify the 1st respondent for violation of policy condition and no direction of pay and recovery can be issued against this respondent. The Hon'ble High Court in Branch Manager ICICI Lombard General Insurance and Mariyapushpam and ors., as held at para 75 as follows:-

> **@para 75.** "For the reasons stated above, we hold and declare that: a. The deletion of the proviso to Section 149(4) and Section 149(5) in the Motor Vehicles Act, 1988, as it stood prior to the amendment by the Motor Vehicles (Amendment) Act, 2019 (Act 32 of 2019), does not have the effect of obliterating the statutory duty of the insurer to pay the claims made under an award or decree in respect of liability covered under a policy of insurance.
>
> b. The duty vis-à-vis a third party is statutory in character and flows from Section 150(1) of the Motor Vehicles Act, C.M.A(MD)Nos.517 of 2025 and 213, 327, 419, 432, 442 of 2026 1988, as amended by Act 32 of 2019,

and remains unhindered by the fact that the insurance company has succeeded in establishing a contractual defense permitted under Section 150(2).

c. In the event the insurance company succeeds in establishing a defense under Section 150(2), the insurer will stand absolved from its contractual liability vis-à-visthe insured. Consequently, the insurer, after satisfying its statutory liability under Section 150(1) can proceed to recover the sum so paid from the insured. The insurance company can proceed to recover the same in terms of the directions contained in paragraph 110 (x) of the decision of the Supreme Court in National Insurance Co. Ltd v Swaran Singh, (2004) 3 SCC 297.

d. Conversely, if the insurance company does not succeed in establishing a defense under Section 150(2) the burden to meet the entire claim will fall on the insurer by virtue of C.M.A(MD)Nos.517 of 2025 and 213, 327, 419, 432, 442 of 2026 Section 147(2) as amended by Act 32 of 2019, and Rule 2 of the Third-Party Insurance (Base Premium and Liability) Rules, 2022 which provides for unlimited liability in respect of third party insurance under Chapter XI of the Act."

(ii) In view of the above judgment, the contention of the 2nd respondent that after the amendment act 2019 the principle of pay and recovery does not hold good, is not acceptable and sustainable. So, as per guidelines laid down by the Hon'ble Apex court in Swaran Singh's Case, the petitioner being the 3rd party victim the 2nd respondent insurance company is directed to pay the compensation amount to the petitioners at the first instance and same to be recovered from the owner of the offending vehicle namely Two wheeler bearing Registration No. TN 19-BY-3799. Hence Point No. 2 answered accordingly.

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

(i) In view of the findings in Point No.1 & 2 the petitioners are entitled for just

& reasonable compensation for the injuries suffered by him in the accident. There is no dispute that the offending vehicle motorcycle bearing Registration No. TN 19-BY-3799 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 2nd respondent is directed to pay the compensation amount to the petitioner and recovered the same from the owner of the offending vehicle bearing Reg.No. TN 19-BY-3799**.**

(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.

OP 1077/2023

(i) The occurrence has taken place on 29.01.2023. As per the medical records, the age is given as 36 years as on the date of accident. Ex.P10 Aadhar card of PW1 the date of birth is given as 09.03.1987. Considering the same the age of the petitioner as on the date of accident is fixed as 36 years.

(ii) According to the petitioner he working as Helper in Shop and earning Rs.15,000/- per month, at the time of accident. But to substantiate the same no oral or documentary evidence produced to prove the avocation and income.

(iii) Hence following the Judgment reported in 2018(2) TNMAC 168 (National Insurance Co., Ltd., and Ors. Vs. Thangadurai), considering her age, ability and economic condition in the year of 2023. Hence the notional income of the petitioner is fixed as Rs.15,000/- per month.

(iv) Next coming to the nature of injury sustained by the petitioner in the road traffic accident, as per Ex.P2 Discharge Summary, the petitioner was taken to Chengalpet Medical College and Hospital, immediately after accident, after first aid the petitioner got discharged against the medical advice. Ex.P3 Discharge Summary, the petitioner got admitted at MIOT Hospital and taken inpatient treatment for about 18 days from 29.01.2023 to 15.02.2023. He was diagnosed with Clavicle Fracture, Patella Fracture Right Side, Crush Degloving Injury of Right Foot, Mid Foot Tarsal Bone and Base of 2, 3, 4, 5 Metatarsal Fracture. He undergone surgeries on 30.01.2023, 03.02.2023 & 07.02.2023, Wound Debridement, Ankle Spanning External Fixator Application done, K-wire Fixation for Metatarsal Fracture, SSG and Micro Vascular Gracilis Flap done. After treatment and recovery the petitioner got discharged. Ex.P4 Discharge Summary, the petitioner got admitted at Sri Venkateshwara Medcity Hospital, taken treatment for about 8 days as inpatient from 17.07.2023 to 24.07.2023. He was treated conservatively for infected wound. Ex.P6 Outpatient Treatment Records.

(vi) 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 38% Physical Partial Locomotor Permanent disability. Ex.C1 is the Disability certificate issued by Regional Medical Board and the same is accepted as it is.

(viii) Petitioner has not produced any material records to show that he suffered loss of earning capacity due to the injury sustained by him in the Road Traffic Accident. 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 29.01.2023 to 15.02.2023 and from 17.07.2023 to 24.07.2023 i.e., for totally about 26 days for Clavicle

Fracture, Patella Fracture Right Side, Crush Degloving Injury of Right Foot, Mid Foot Tarsal Bone and Base of 2, 3, 4, 5 Metatarsal Fracture @ MIOT Hospital, He undergone Wound Debridement, K-Wire & SSG done. Hence considering the available medical records and nature of injury sustained by petitioner, it might not taken less than 10 months for treatment and recovery. As we have already discussed his notional income is taken as Rs.15,000/- per month. Hence the loss of income during the period of medical treatment and recovery is arrived at **Rs.1,50,000/-** (Rs.15,000 x 10 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 38% 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.3,42,000/-** (Rs.9000 x 38%) only as just compensation for the injuries sustained by him.

<u>Medical expenses:</u>

The petitioner has taken treatment at Private Hospital and he produced Ex.P7 Series of Inpatient bills and Ex.P8 Series of Outpatient medical bills for Rs.6,84,296/- & Rs.66,228/- respectively. Since all bills are original bills, the same is awarded as it is. Hence **Rs.7,50,524/-** (Rs.6,84,296/- + Rs.66,228/-) awarded towards medical expenses.

<u>Transport Charges:</u>

The petitioner taken treatment at Private Hospital at Inpatient for about 26

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days. Hence he would have incurred transportation expenses for going for the treatment. Hence considering those facts transportation charges is arrived at **Rs.20,000/-**.

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.25,000/-** towards extra nourishment and **Rs.1,000/-** towards damages to clothing and articles.

Compensation for Pain and Sufferings:

The petitioner has suffered Clavicle Fracture, Patella Fracture Right Side, Crush Degloving Injury of Right Foot, Mid Foot Tarsal Bone and Base of 2, 3, 4, 5 Metatarsal Fracture and Wound Debridement, K-Wire & SSG done and he was treated as inpatient for 26 days at MIOT Hospital. Hence considering the nature of injury, period of treatment & disablement, trauma & pain undergone by the petitioner it is just and proper to award **Rs.80,000/-** towards pain and sufferings.

Attender Charges:

The petitioner admitted at MIOT Hospital as an in-patient for about 26 days and Wound Debridement, K-Wire & SSG 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.15,000/-** is awarded towards attender charges.

Loss of amenities & Disfigurement:

The petitioner definitely would not act as before the accident due to the Clavicle Fracture, Patella Fracture Right Side, Crush Degloving Injury of Right Foot, Mid Foot Tarsal Bone and Base of 2, 3, 4, 5 Metatarsal Fracture suffered by him. Hence considering this facts, it would be just and proper to grant a sum of **Rs.1,00,000/-** towards loss of amenities.

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

CALCULATION:

1. Loss of income	:	Rs. 1,50,000/-
2. Disability	:	Rs. 3,42,000/-
3. Medical Expenses	:	Rs. 7,50,524/-
4. Transportation	:	Rs. 20,000/-
5. Extra Nourishment	:	Rs. 25,000/-
6. Damages to clothing and articles	:	Rs. 1,000/-
7. Pain and Sufferings	:	Rs. 80,000/-
8. Attender Charges	:	Rs. 15,000/-
9. Loss of amenities & Disfigurement	:	Rs. 1,00,000/-
Total Compensation is fixed at	**:**	**Rs. 14,83,524/-**
Rounded off to	:	Rs. 14,83,600/-

OP 1078/2023 :-

(i) The occurrence has taken place on 29.01.2023. As per the medical records in Ex.P13 Treatment Records, the age is given as 28 years as on the date of accident. Ex.P10 Aadhar card of PW1 the date of birth is given as 21.08.1994. Considering the same the age of the petitioner as on the date of accident is fixed as 29 years.

(ii) According to the petitioner she working a helper and earning Rs.12,000/- per month, at the time of accident. But to substantiate the same no oral or documentary evidence produced to prove the avocation and income.

(iii) Next coming to the nature of injury sustained by the petitioner in the road traffic accident, as per Ex.P13 Outpatient Treatment Records, the petitioner has taken outpatient treatment at Chengalpattu Medical College and Hospital and she was diagnosed with Multiple Abrasions. Except Ex.P13 Treatment records, no other medical records available to prove the nature of injury and the treatment undergone by the petitioner. So considering the nature of injury, period of treatment, the pain and sufferings and Trauma undergone by the petitioner the Tribunal is inclined to award the consolidated amount of **Rs.50,000/-** towards compensation.

In the light of the above assessment, the petitioners/Claimants are entitled for a just compensation of the above said amount of **Rs.14,83,600/-** i.e., fourteen lakhs eighty three thousand six hundred in OP 1077/2023 & **Rs.50,000/-** i.e.,fifty thousand in OP 1078/2023 and Point No.3 is answered accordingly.

9. Point No.4:

In view of the above finding, 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 these petition is partly allowed and,

(i) In OP 1077/2023, an award of **Rs. 14,83,600/- (Rupees fourteen lakhs eighty three thousand six hundred only)** and in OP 1078/2023, an award of **Rs. 50,000/- (Rupees ffty thousand only)** is passed in favour of the petitioner with interest at 7.5% p.a. from the date of petitions i.e., 09.12.2023 to till the date of payment payable by the 2nd respondent with costs and the 2nd respondent is ordered to recover the same from the 1st respondent as per the manner known to law.

(ii) There will be no interest for the default period if any.

(iii) 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),*** and directions of Hon'ble High Court, Madras in ***Oriental Insurance Co. Ltd. v. D. Salsa in CMA No. 2064 of 2026 judgment dated 08.07.2026,*** the 2nd respondent is hereby directed to deposit the award amount as stated above by Direct Bank Transfer (NEFT/RTGS) directly into the bank account of the petitioner within two months. **Petitioner (OP 1077/2023) Bank Account No.7909140414, Indian Bank, Madras High Court Branch, IFSC code - IDIB000M157. Petitioner (OP 1078/2023) Bank Account No.7585634644, Indian Bank Edapalayam Branch, IFSC code -IDIB000E044.**

(iv) The petitioner has paid a sum of **Rs.375/-** towards Court fee in both OP's.

As per this award, the Court fee is **Rs.14,208.50/-** in OP 1077/2023 and **Rs.110** in OP 1078/2023. The Advocate fee is fixed at **Rs.21,836/-** in OP 1077/2023 and **Rs.1,500/-** in OP 1078/2023. The deficit court fee of **Rs.13,833.50/-** in OP 1077/2023 shall be paid within 15 days. The Excess Court fee of **Rs.265/-** in OP 1078/2023 shall be refunded to the petitioner after the expiry of the appeal time.

(v) The costs including **Advocate fees for a sum of Rs.36,089.50/-** in OP 1077/2023 and **Rs.1655/-** in OP 1078/2023 to be paid by 2nd respondent within 15 days distinct and separately to Tribunal Account in the name of Registrar (MACT), Court of Small Causes, Chennai **Account No. 7103261207, IFSC No. IDIB000M157 Indian Bank, Madras High Court Branch, Chennai.**

(vi) After depositing the amount mentioned in column No.III and V, the 2nd respondent shall intimate the same to this Tribunal along with UTR Number and MCOP Number via **Email ID chnccc.scc4-tn@indiancourts.nic.in** within 48 hours of such deposit followed by physical proof of deposit on proper acknowledgment.

(vii) The costs including Advocate fees shall be paid to Counsel for petitioner on filing separate payment out application. The deficit court fees deposited to be credited to the State Government.

(viii) Only in the event of the electronic transfer is returned, reversed, or remains unsuccessful on account of the bank account is being inoperative, closed, incorrect, or for any other reason attributable to the Petitioner, the respondent shall intimate to this Tribunal along with proof, if any, and to 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 correct 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.

(ix) In the event of non-compliance by the 2nd respondent, the petitioner shall pay the deficit court fees and execute the award.

Other necessary particulars in OP 1077/2023:

Date of Presentation of petition	09.02.2023
Date of taken up on file	01.03.2023
Compensation claimed in the M.C.O.P.	Rs.20,00,000/-
Compensation awarded in this petition	Rs.14,83,600/-
Court fee paid along with the petition	Rs.375/-
Court fee payable on the award amount	Rs.14,208.50/-
Additional court fee shall be paid	Rs.13,833.50/-
Additional court fee paid, MPSR.No………………..dated	

Other necessary particulars in OP 1078/2023:

Date of Presentation of petition	09.02.2023
Date of taken up on file	01.03.2023
Compensation claimed in the M.C.O.P.	Rs.3,00,000/-
Compensation awarded in this petition	Rs.50,000/-
Court fee paid along with the petition	Rs.375/-
Court fee payable on the award amount	Rs.110/-
Excess court fee shall be refunded	Rs.265/-

Cost List for the petitioner

MCOP NO.1077/2023

STATEMENT OF COSTS							
For the petitioners						For the Respondents	
		Rs.		P.		Rs.	P.
Stamp on petition	-	14,208	.	50			

STATEMENT OF COSTS							
Stamp on Vakalat	-	5	.	00			
Stamp for process	-	40	.	00		-- not filed --	
Advocate fees		21,836	.	00			
Costs allowed	-	36,089	.	50			

Cost List for the petitioner
MCOP NO.1078/2023

STATEMENT OF COSTS							
For the petitioners						For the Respondents	
		Rs.		P.		Rs.	P.
Stamp on petition	-	110	.	00			
Stamp on Vakalat	-	5	.	00			
Stamp for process	-	40	.	00		-- not filed --	
Advocate fees		1500	.	00			
Costs allowed	-	1655	.	00			

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 Tuesday, the 5th day of August 2026.

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

<u>Petitioner's sides Witness:</u>

P.W.1: Mr.Edwin Ragu

P.W.2: Dr.K.J.Mathiyazhagan

<u>Petitioner's side Exhibits:</u>

<u>(i) OP 1078/2023</u>

Ex.P-1 : FIR Xerox

Ex.P-2 : Discharge summary -I

Ex.P-3 : Discharge summary - II

Ex.P-4 : Discharge summary - III

Ex.P-5 : Scan Reports

Ex.P-6 : Continuous Outpatient Treatment Records

Ex.P-7 : Hospital Bills for Rs.6,84,296/-

Ex.P-8 : Medical Bills for Rs.66,228/-

Ex.P-9 : Driving Licence Xerox of petitioner

Ex.P-10 : Aadhar card xerox

Ex.P-11: Bank passbook copy

Ex.P-12: Photos

<u>(ii) OP 1078/2023</u>

Ex.P-13: Treatment Records

Ex.P-14: Aadhar card xerox

Ex.P-15: Bank passbook copy

<u>Respondents Side Witness :</u>

R.W.1 : Mr.Yogesh

R.W.2 : Mr.Purandhar Dass

<u>Respondents side Exhibits:</u>

Ex.X-1 : Authorisation Letter - RTO

Ex.X-2 : Motor Vehicle Inspection Report

Ex.R-1 : Authorisation Letter – Insurance Company

Ex.R-2 : Notice sent to Rider and Owner of the 1st respondent vehicle

Ex.R-3 : Insurance Policy copy

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