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IN THE COURT OF SUBORDINATE JUDGE OF PALLADAM

PRESENT: Thiru.K. Yuvaraj, B.A.,B.L.,
Subordinate Judge, Palladam

Wednesday of 05th August, 2026

MCOP No.32/2024

(TNTI210009162023)

(a)	Name and address of the claimant / Petitioner (s)	Ramalingam, S/o.Ponnusamy, aged about 50 years, residing at No.269, Valayapalayam, Thottampatty Post, Pongalur Via, Tiruppur District – 641 664.
(b)	Name and address of the respondent (s)	1. Rohithkumar, S/o.Ram Uthkar Ram, residing at Indian Plastic Book Yadav, 1898, Kanchappalli, Uthupalayam, Annur, Coimbatore District. 2. James Gunaseelan, S/o. Thangaraj, residing at No.84/82, Sundakkamutur, Selvapuram, Coimbatore District - 641 026. 3. The Manager Royal Sundaram Alliance Insurance Company Limited, Rider House, No.136, Sector 44, Gurgaon, Do-Delhi Regional Office, Gurgaon – 122001.
(c)	Name and address of the Insurance company	**The Manager Royal Sundaram Alliance Insurance Company Limited, Rider House, No.136, Sector 44, Gurgaon, Do-Delhi Regional Office, Gurgaon – 122001.**

(d)	Name and address of the Transport Corporation or such other respondents who are held liable to pay	Not Applicable
(e)	Date of filing of the claim petition	14.12.2023
(f)	Date of award	**05.08.2026**
(g)	Amount of award	**Rs.17,25,057/-**
(h)	Interest rate applicable	7.5% per annum
(i)	Date (s) from which interest is payable	14.12.2023
(j)	Costs, if any	Stamp on petition Rs. 20.00 Stamp on Vakalath Rs. 10.00 **Court fee Rs. 16,623.00** **Advocate fee Rs. 24,250.00** ========== **Total = Rs. 40,873.00**
(k)	In cases where the compensation, interests and costs are directed to be paid proportionately, the award should also specify who shall pay which portion of award, interest and costs.	The 3rd respondent is directed to deposit the award amount of **Rs.17,25,057/-** with interest at the rate of 7.5% p.a from the date of presentation of the petition till the date of realization, with costs, within 30 days from the date of order **and recover the same from 1st and 2nd Respondents.**
(l)	In cases where there are several claimants, the shares and amounts payable to each of them shall be specified.	The petitioner is entitled to **Rs.17,25,057/-** with proportionate interest and cost.
(m)	The mode and manner of deposit of compensation	The 3rd Respondent is directed to deposit the award amount with interest and cost in the **Petitioner's Savings Account No.**

		257910100014170 (IFSC Code No. UBIN0572276, UNION BANK, AVINASHI BRANCH, AVINASHI, directly by NEFT/RTGS Mode and recover the same from 1st and 2nd Respondents. and to file Bank payment advice into this Court through email (tprpldm.sctn@gmail.com).The petitioner is not entitled to get any interest for the default period if any
(n)	Period of default to which the petitioner are not entitled for interest, if any.	Nil
(o)	Balance of Court fee	The petitioner is directed to pay the court fee of **Rs.16,623/-** within 2 weeks from the date of this order. The petitioner shall not be entitled to withdraw the sum deposited as per the Award until the balance of court fee is deposited.

Ramalingam ... Petitioner

// Versus //

1.Rohithkumar

2. James Gunaseelan

3. The Manager, Royal Sundaram Alliance Insurance Company Ltd.,

… Respondents

This petition came up for final hearing on 05.08.2026 in the presence of **Thiru.A.Balakuamar,B.A.,B.L.,** Advocate for the petitioner and

Thiru.R.Manickaraj,B.Com.,B.L., Advocate for the 3rd Respondent. The Respondents 1 and 2 are called absent set exparte. After hearing the arguments on both sides and upon perusing the materials available on record, this Court delivered the following:-

AWARD

This original petition was filed by the petitioner Under Section 166(1) of the Motor Vehicles Act to direct the respondents are such of the who found liable to pay the petitioner the sum of Rs.40,00,000/- towards compensation together with subsequent interest there are at 18% per annum from the date of this claim petition till realization in full.

02. The Averments in the petitioner in brief as follows :

1. That on 10.10.2023 at about 12.15 hours the petitioner was riding the two wheeler TN-39-BX-2146 which was driven at the left extremity of the road. At the time the Eicher Van bearing Regn.No.TN-01-S-4899 came in a rash and negligent manner dashed the petitioner and he sustained grievous injuries. Due to the accident the petitioner sustained fractures in the right leg, right thigh, right foot, both the hands, shoulders, face and multiple abrasions all over the body.

2. He was Immediately taken to Adhar Hospital, Tiruppur and now he is undergoing treatment there. The petitioner is aged about 50 years old. HE was running a Baniyan Company and earned Rs.25,000/- per month. Under the said circumstances the petitioner is claiming a sum of Rs.40,00,000/- with subsequent interest thereon at 18% per annum from date of this claim petition till realization in full.

03. The Counter of 3rd Respondent in brief:

The Petition is false, frivolous, vexations and unsustainable both under law and the facts of the case. Except the averments which are specifically admitted herein and all other allegations are denied as false and the Petitioner has to prove the same. The accident was happened due to the negligent of the petitioner. The driver of the vehicle 1st respondent has no valid driving license. Hence the 3rd respondent is not liable to pay compensation.

04. Now point for the consideration is whether this petition is allowed ?

Since it is a summary trial it is foremost to decide the following heads:

05. Negligence:

1. It is the case of the petitioner that On careful perusal of records it is the case of the petitioner that on 10.10.2023 at about 12.15 hours the petitioner was riding the two wheeler TN-39-BX-2146 which was driven at the left

extremity of the road. At the time the Eicher Van bearing Regn.No.TN-01-S-4899 came in a rash and negligent manner dashed the petitioner and caused the accident. On the side of petitioner, the Petitioner was examined as PW1 and through her Ex.P1 to Ex.P11 documents have been marked. Ex.P1 FIR, Ex.P2 MV Report of TN-39-BX-2146, Ex.P3 MV Report of TN-01-S-4899, Ex.P4 Accident Register, Ex.P5 Wound Certificate, Ex.P6 Final Report, Ex.P7 Order of Fine, Ex.P8 Discharge Summary, Ex.P9 Medical Bills, Ex.P10 Aadhar Card of the Petitioner, Ex.P11 Pan Card of the Petitioner had produced.

2. From the records and evidence adduced by the petitioner and as per Ex.P1 FIR and Ex.P6 Final Report it is seen that accident was happened due to the rash and negligence of the 1st respondent. Further there is no convincing contra evidence placed by the respondents to discard the evidences placed by the petitioner. Hence this court decides that accident was happened due to the negligent act of 1st Respondent.

06. Liability :

1. Since the accident was occurred due to the negligence of the 1st Respondent driver who drove the 2nd Respondent's vehicle which was insured with the 3rd Respondent. The 3rd respondent has a duty to compensate the

petitioner. The Learned counsel for the 3rd respondent had argued that since 1st respondent is not having a valid license to drive the 2nd respondent vehicle, So according to him the 3rd respondent company is not liable to pay compensation. Further the learned counsel for the 3rd respondent argued that since the accident was happened after Amendment in Motor Vehicles Act, the 3rd respondent company is not liable to pay compensation. But on careful perusal of judgment of our Hon'ble High Court in **C.M.A.(MD). No.517/2025 dated 01.06.2026 in The Branch Manager, ICICI Lombard General Insurance Company Ltd., Vs Mariyapushpam and Others**, it was held that 3rd respondent insurance company is held liable to pay the compensation to this petitioner and then recover from 1st and 2nd respondent in the manner known to law.

2. It is well settled law as per guidelines of our **Hon'ble Supreme Court** in **Amrit Paul Singh Vs TATA AIG General Insurance Company Ltd reported in 2018 (8) SCC 492,** it is held the 3rd respondent with whom the vehicle has been insured shall be liable to pay compensation to the petitioner and then recover the from respondents 1 and 2. Hence the 3rd respondent insurance company is held liable to pay the compensation to this petitioner and recover from 1st and 2nd respondents.

07. Quantum:

1) Loss of earning capacity:

1. In the claim petition the age of the petitioner mentioned as 50 years, the Petitioner had produced copy of the Aadhar card under Ex.P10 in which the Date of Birth mentioned as 30.05.1972 and the accident took place on 10.10.2023, hence at the time of accident the age of the petitioner is fixed as **51 years.** On careful perusal of claim Petition the Petitioner was running a Baniyan Company and was earning a sum of Rs.25,000/-. But in order to prove his income there is no document was produced on the side of the Petitioner. Hence as per judgment of our **Hon'ble High Court in Petchiammal and others Vs Sathiyamoorthy and another** in **CM.A.No. 2636/2022** dated **17.07.2023** wherein our Hon'ble High Court had fixed a nominal income is **Rs. 17,000/-** for the accident happened on 2019 whereas here the accident happened on 2023. Hence considering the age, nature of income averted by the petitioner the Notional income of the Petitioner fixed as **Rs.15,000/-** per month.

2. Hence the Notional income of the Petitioner fixed as Rs.15,000/- per month. On careful perusal of Ex.C1 the Functional Disability fixed as 55%, in ***Rajkumar -Vs - AjayKumar reported in 2011 (1) SCC 343***, our Hon'ble Supreme court has given a guidelines as to how loss of earning capacity has to

be calculated. In this regard, the disability percentage has to be seen and the Tribunal has to decide whether the disability will certainly have an impact on the profession that the claimant is pursuing. The Learned Counsel for the 3rd Respondent argued that even though Medical Board had opined that petitioner sustained 55% disability but the injuries sustained by the petitioner was not grave in nature and argued to fix a nominal disability for the petitioner. Here on careful perusal of Ex.P8 Discharge summary issued by Aadhaar Hospital there was as

"Crush injury right knee with exposing tendon loss, bone loss, and muscle loss

Soft tissue injuries over right thigh, foot, forehead, face and right shoulder

Compound gradew IIIb fracture right patella (Comminuted)

Compound fracture right 4th metatarsal foot with quadriceps cut injury

Fracture left 5th metacarpal hand

Displaced fracture right nasal bone

Unicortical fracture right distal radius"

3. On careful perusal of Ex.C1 the board had fixed his disability as 55%, further the Board opined that petitioner can do day to day activities but specified that Right knee partial stiffness, difficulty in limb, Left hand partial stiffness. Here from face of records it is seen that petitioner was doing business. So the above said injury will certainly affect the earning of the

Petitioner. So definitely the injuries are grave in nature and it will affect his day to day activities. Hence this court is of the opinion that function disability can be fixed as 55% and it is the fix case to adopt multiplier method. As per the decision rendered by the Hon'ble Supreme court in ***SarlaVerma – Vs - Delhi Transport Corporation reported in 2009 (2) TNMAC 1 (SC)*** the proper multiplier between the age of 51-55 is **11.**

4. Now future prospects of the petitioner has to be decided as per the decision of our Hon'ble Supreme court in ***National Insurance Company limited Vs Pranay Sethi reported in 2017 2 TNMAC 609 (SC)*** in case of self employed or on a fixed salary, an addition of 10% has to be added with income where the claimant was between the age of 50-60 to calculated future prospects. In the present case the Petitioner is aged about 51 years at the time of accident and he was self employee and therefore 10% has to be added with income to calculated future prospects. The said principle is also applicable to injury cases as held in **Pappu Deo Yadav Vs Naresh Kumar and Others reported in 2020 (2) TNMAC 536 (SC).** Hence 10% of Rs.15,000/- would be Rs.1,500/- if it is added to Rs.15,000/- then the salary would be Rs.16,500/- for one year it would come around Rs.1,98,000/- therefore the compensation under the head of loss of earning capacity would be Rs.1,98,000 X11=21,78,000/-.

5. Since the functional disability has been arrived at 55%, the future loss of income for the petitioner shall be Rs.21,78,000 X 55% = **Rs.11,97,900/-.** The question of deduction towards personal expense would not arise injuries cases as per the decision of our Hon'ble High court in ***Tamilnadu state Transport Corporation Vs Arumugam*** dated 23.12.2014.

<u>08. Pecuniary Damages:-</u>

<u>1) Pain and suffering:</u>

On careful perusal of records the petitioner sustained following injuries "Crush injury right knee with exposing tendon loss, bone loss, and muscle loss

Soft tissue injuries over right thigh, foot, forehead, face and right shoulder

Compound grade IIIb fracture right patella (Comminuted)

Compound fracture right 4^{th} metatarsal foot with quadriceps cut injury

Fracture left 5^{th} metacarpal hand

Displaced fracture right nasal bone

Unicortical fracture right distal radius and Grievous Injuries all over the body. So for the injuries sustained by the petitioner a sum of **Rs.2,00,000/-** is awarded under this head.

<u>2) Expenses towards transport:</u>

Having suffered having grievous injuries the petitioner would definitely incurred transport expenses therefore a sum of **Rs.5,000/-** awarded towards transport expenses.

3) Expenses towards extract Nourishment and attender charges:

Hence A sum of **Rs.40,000/-** is awarded for nourishment and Attender charges as it is seen that the petitioner has suffered grievous injuries.

4) Damages towards his cloths and articles:

A sum of **Rs.5,000/-** is awarded under this head.

5) Expenses incurred for treatment and medicines:

As per Ex.P7 Medical Bills a sum of **Rs.2,67,157/-** is awarded under this head.

6) Comfort sand Amenities:

A sum of **Rs.10,000/-** is awarded under this head.

09. Apportionment of Compensation:-

Sl.No	CATEGORIES OF COMPENSATION	APPORTIONED AMOUNT
1	Loss of earning capacity	**Rs.11,97,900/-**
2	Pain and suffering	**Rs.2,00,000/-**
3	Expenses towards transport	**Rs.5,000/-**
4	Expenses towards extract Nourishment and attender charges	**Rs.40,000/-**
5	Damages towards his cloths and articles	**Rs.5,000/-**
6	Expenses incurred for treatment and medicines	**Rs.2,67,157/-**
7	Comfort sand Amenities	**Rs.10,000/-**
	Total	**Rs.17,25,057/-**

With this observation this petition is allowed by directing the 3rd Respondent to pay a Compensation of **Rs.17,25,057/-** With an Interest of 7.5 % Per annum from the date of this petition to the petitioner within a period of One Month in the **Petitioner's Savings Account No. 257910100014170 (IFSC Code No. UBIN0572276, UNION BANK, AVINASHI BRANCH, AVINASHI, directly by NEFT/RTGS Mode and recover the same from 1st and 2nd Respondents.**

10. In the result, this petition is accordingly allowed in part with costs, on the following terms:-

(i) The 3rd Respondent is directed to deposit the award amount of **Rs.17,25,057/-** with interest at the rate of 7.5% p.a from the date of presentation of the petition till the date of realization, with costs, within 30 days from the date of order to the credit of the **Petitioner's Savings Account No. 257910100014170 (IFSC Code No. UBIN0572276, UNION BANK, AVINASHI BRANCH, AVINASHI, directly by NEFT/RTGS Mode and recover the same from 1st and 2nd Respondents** and to file Bank payment advice into this Court through email (tprpldm.sctn@gmail.com). The petitioners are not entitled to get any interest for the default period if any.

(ii) The petitioner is entitled to **Rs.17,25,057/-** with proportionate interest and cost.

(iii) The petitioners are directed to pay the court fee of **Rs.16,623/- w**ithin 2 weeks from the date of this order. The petitioners shall not be entitled to withdraw the sum deposited as per the Award until the balance of court fee is deposited.

(iv) Advocate fee of **Rs.24,250/-** shall be paid in the (A.Balakumar) **Union Bank of India, Tiruppur Branch, Savings Account No. 334602010087623, IFSC Code UBIN0533467** through NEFT/RTGS Mode.

(v) Following the judgment of the Hon'ble High Court of Madras in M/s.Cholamandalam MS General Insurance Co Ltd., Vs. Ayyanar & others reported in 2020 (4) CTC 272, no decree is prepared. All the parties are entitled to free copies of the award as per Section 168 (2) of the MV Act and Rules 20 (6) of the Rules.

Dictated to the Steno-Typist, typed by her directly into the computer, corrected, printed out and pronounced by me in Open Court on this the **05th day of Augusts 2026.**

K YUVARAJ
Digitally signed by K YUVARAJ
Date: 2026.08.05 17:47:44 +0530

Subordinate Judge,
Palladam

Petitioner's side Witness:

No. of Witnesses	Name of the Witnesses
PW1	Ramalingam

Petitioner's side Exhibits:

Ex. No	Date	Details
Ex-P1	-	Copy of FIR
Ex-P2	-	Copy of MV Report of TN-39-BX-2146
Ex-P3	-	Copy of MV Report of TN-01-S-4899
Ex-P4	-	Accident Register
Ex-P5	-	Copy of Wound Certificate
Ex-P6	-	Copy of Final Report
Ex-P7	-	Order of Fine
Ex-P8	-	Discharge Summary
Ex-P9	-	Medical Bills
Ex-P10	-	Aadhar Card of the Petitioner
Ex-P11	-	Pan Card of the Petitioner

Respondent's side Witness:

No. of Witnesses	Name of the Witnesses
RW1	Venu

Respondent's side Exhibits:

Ex. No	Date	Details
Ex-R1	-	Copy of Insurance Policy
Ex-R2	-	Legal Notice
Ex-R3	-	Post Cover Sent to 1st respondent
Ex-R4	-	Post Cover Sent to 2nd respondent
Ex-R5	-	Legal Notice sent to Avinashi RTO
Ex-R6	-	Acknowledgment Card
Ex-R7	-	Reply Notice

Court side Exhibits:

Ex. No	Date	Details
Ex-C1	-	Disability Certificate

K YUVARAJ

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Date: 2026.08.05 17:47:50 +0530

Subordinate Judge,
Palladam

DRAFT / FAIR judgment

MCOP No. 32/2024

Date : 05.08.2026