IN THE COURT OF MOTOR ACCIDENT CLAIM TRIBUNAL JUDGE/CHIEF JUDGE, CHENNAI, CHENNAI DISTRICT.

Present: **Thiru.P.Mathusuthanan, B.A., B.L .,**
Motor Accident Claims Tribunal Judge/Chief Judge, Chennai.

Monday, the 27th day of July, 2026.

M.C.O.P.No.3629/2023
(CNR NO.TNCH09-007618-2023)

1. A.Jayasri, W/o.Late.M.N.Sriram
2. S.Srinivasan, S/o.Late.M.N.Sriram
3. S.Lakshmi Narayanan, S/o.Late.M.N.Sriram

All are residing at No. 8/25, Appan Street,
Maduranthakam, Chengalpattu 603 306. ...Petitioners

-Vs-

1. Saravanan.P, S/o.Panichan,
   No.88/11, Soonambedu Road, Pazhiyamampakkam,
   Maduranthakkam Town & Taluk,
   Chengalpattu District 603 306.

2. Lokesh.S, S/o.Siva.M,
   No.21, Veeranam Road, New Mambakkam,
   Maduranthakkam, Chengalpattu District 603 306.

3. The Reliance General Insurance Co. Ltd.,
   Represented by its Manager, Building No.10 & 11,
   Chennai Citi Center, No.13, 5th Floor, Dr.Radhakrishnan Salai,
   Mylapore, Chennai 600 004. ...Respondents

This petition came up before me for final hearing on 23.07.2026 in the presence of M/s.K.Nagarajan, N.S.Elamugilan and N.S.Deepak, Learned Counsel appearing for the petitioners and of M/s.S.Stanley John, Learned Counsel appearing for the 3rd respondent and the respondents 1 and 2 called absent and set exparte and upon hearing the arguments of both sides and upon perusing the case records and having stood over till this day for consideration, this court passed the following:

AWARD

Petition filed u/s 166 of Motor Vehicles Act to claim compensation of Rs.1,50,00,000/- from the respondents jointly and severally for the loss caused to the petitioners due to the death of Mr.M.N.Sriram in a road accident, which took place on 08.03.2023.

2. Brief averments of the petition are as follows:-

(i) On 08.03.2023 at about 08.30 a.m., the deceased was riding his two-wheeler (TVS Jupiter ZX) bearing Registration No.TN19 BV 3934, opposite to Sri Krishna Jewellers at Muthukarai, Mathuranthakam towards Sonnambedu Road, Chengalpattu District. While the deceased was going to his work at Primary Health Centre located at Zamin Endathur at Chengalpattu, at that time a four-wheeler (Mahindra & Mahindra Bolero Maxi-Truck) bearing Registration No.TN18 P 9644, coming from the opposite direction was driven in a rash and negligent manner and dashed against the deceased. Due to the impact, the deceased was thrown away from his motorcycle, sustained multiple injuries all over his body and died on 19.03.2023.

(ii) This accident happened because of the unmindful, rash and negligent driving of the driver of the 1st respondent's vehicle. Had the driver of the 1st respondent vehicle been cautious, the accident could have been averted. Therefore the petitioners contended that the 1st respondent being the owner and the 2nd respondent being the driver and 3rd respondent being the insurer of the four-wheeler (Mahindra & Mahindra Bolero Maxi-Truck) bearing Registration No.TN18 P 9644 are jointly and severally liable to pay compensation to the petitioners with interest and costs. Hence the petition.

3. Brief averments of the counter statement filed by the 3rd respondent are as follows:-

The 3rd respondent denied all the allegations made in the petition except those that are specifically admitted in the counter statement. The petitioners have to prove the validity of vehicle records, the driving license of the driver and the insurance coverage of 1st respondent's vehicle at the time of accident. They denied the manner of the accident. They submitted that the fitness certificate of the Bolero Maxi Truck bearing Registration No.TN18 P 9644 had expired on 22.02.2023 and was not renewed till the date of accident. There was no permit for the said Truck to ply in the place of accident. The 1st respondent had violated the terms and conditions and of the provision of the MV Act by driving the vehicle without a valid fitness certificate and permit which is in contravention of provisions of MV Act as amended. As per the Sec.150(2)(ii) of MV Act no claim arising after 01.04.2022 is maintainable as against the insurer if there is any violation of the terms of the policy and that of the MV Act. The accident occurred only due to the fault of the deceased, rode the vehicle rashly and dashed against the said Van. Nevertheless the deceased is guilty of contributory negligence. The petitioners have to establish their legal relationship with the deceased. The age, income and occupation of the deceased are denied.

Hence, the petition may be dismissed with the costs of this respondent.

DISCUSSION

4. **On perusal of the records** and in view of the rival submission of the learned counsel for either side, the following points are seems to be appropriate to determine this case in effective manner:-

1. Who is responsible for the accident?
2. Who is liable to pay compensation to the petitioners?
3. Whether the petitioners are entitled to compensation? If so, what is the quantum?

5. On the side of the petitioners, the 3rd petitioner was examined as PW1, and the ocular witness of the said accident was examined as PW2, the Superintendent of the Primary Health Center is examined as PW3 and the Deputy Manager of the The New India Assurance Co. Ltd., is examined as PW4 and Ex.P.1 to P.41 were marked. On the side of the summon witness PW3, Ex.X.1 to Ex.X.5 were marked. On the side of the 3rd respondent, two witnesses were examined and Ex.R.1 to Ex.R.6 were marked.

ARGUMENTS:

6. The learned counsel appearing for the petitioners would contend that the deceased was serving as an Assistant of the Ophthalmologist Department at Primary Health Centre, Zamin Endrathur, Chengalpattu and was earning Rs.1,07,000/- per month. He would further contend that on 08.03.2023 while the deceased was riding on his two-wheeler, about 08.30 a.m. on

Maduranthagam to Soonambedu Road for attending his work, the driver of the 1st respondent's vehicle came on the opposite direction, in a rash and negligent manner hit the vehicle of the deceased. In that impact, the deceased sustained severe head injury and was taken to hospital and while he was undergoing treatment on 19.3.2023, he died without responding to the treatment. He would further contend that while he was undergoing treatment she spend a sum of Rs.5,85,215/- towards the medical bill. Out of which, Rs.1,70,210/- was paid by the deceased and the rest of the amount was reimbursed through the medi-claim policy. He would further contend that even though the balance medical bill was reimbursed by the medi-claim policy, the all medical bills paid by the petitioners including the reimbursement medical bills also to be added while arriving quantum of the compensation and in support of his contention he relied upon the ***New India Insurance Co. Ltd., -Vs- Dolly Sathish Gandhi and another in Special Leave Petition (Civil) Nos.18267/2025 [2026 INSC 498]*** and invited the attention of the court in page no.26, para no.15 and would contend that even though the part of the bills reimbursed under medi - claim policy, the claimants are still entitled for said sum under the contractual relationship which cannot be override by any other thing as both are different one. And learned counsel appearing for the petitioners would further contend that as far as the contention of the counsel appearing for the respondent with regard to the expiry of the fitness of the vehicle is concerned, he would contend that the fitness of the offending vehicle was expired on 22.2.23 and it was renewed on 30.3.23 and he would further contend that at the time of accident

02.03.2023 there was no valid fitness certificate for the offending vehicle that alone would not defeat the right of the claimant who has otherwise proved his case. By relying upon Section 150(2) of the Motor Vehicles Act, he would contend that the said provision does not stipulate that the absence of a valid fitness certificate constitutes a violation of policy conditions. He would further contend that even assuming for a while that the fitness certificate of the offending vehicle had expired on the date of the accident, such lapse, even if treated as a violation of policy conditions, cannot be a ground to deny the compensation payable by the 3rd respondent to the victim and in support of his submission he relied upon the judgment reported in ***Branch Manager, ICICI Lombard General Insurance Co. Ltd., -Vs- Mariyapushpam and others [2026 MHC 1791]*** and in this regard the learned counsel invited the attention of this court to page no.10 of the para 4 and page no.98 of the para no.76 of the judgment and would contend that the 3rd respondent herein is liable to pay compensation to the claimants and they subsequently can recover the same from the owner of the offending vehicle on the ground of expiry of the fitness certificate at the relevant point of time.

7. **Per Contra,** The learned counsel appearing for the 3rd respondent would contend that as per the Ex.P.39 Annual Income of the deceased was Rs.10,87,353/- and as per Ex.P.41 for the AY 22-23, the annual income of the deceased was Rs.14,19,812/- and he would further contend that on the whole, the quantum of the compensation, the tax is sum of Rs.1,75,885/- shall be deducted out of the annual income of the deceased. The 3rd respondent in his

further arguments would contend that in the Accident Register copy marked on the side of the petitioner as Ex.P.3, it is mentioned that two wheeler and Car were involved in that accident which would show that the vehicle ridden by the deceased could have been hit by any other car from its behind then only the two wheeler might have been hit the Maxi truck and he would further contend that the MVI Report marked on the side of the petitioners would show the damage on the backside of the two-wheeler. If the accident happened as alleged by the petitioners that the two-wheeler was damaged only because of truck no damage could have been caused on the backside of the two-wheeler. He would further contend that the PW2 examined on the side of the petitioners as eyewitness, as per the final report, he has not been shown as a eyewitness instead he has been shown as a Mahazaar witness. That being so, the PW2 cannot claim that he has witnessed the manner in which the accident had occurred at the relevant point of time. Hence the evidence of PW2 cannot be relied upon to be a eyewitness of the occurrence and finally he would contend that so far as the income of the deceased from his Government job of Rs.1,07,000/- is concerned, it is not at all disputed and he would further contend that since the offending vehicle did not possess the fitness certificate at the time of accident in that event of ordering compensation, this court may order pay and recovery from the owner of the vehicle.

8. **The learned counsel appearing for the petitioners in way of reply** would contend that the learned counsel appearing for the 3rd respondent would contend that PW2 was not a eyewitness but a Mahazar witness, it is not

so, because the PW2 has been found mentioned in the Ex.P.2/Charge sheet as eyewitness no.2 and he would further contend that as far as the bills paid to the damage of the vehicle is concerned, out of Rs.54,000/- the value of the damage of Rs.40,000/- has been reimbursed by the insurance. Hence only Rs.14,000/- alone to be paid by the petitioners for repairing of the vehicle. Hence that damages alone shall be compensated to the petitioners and also in respect of manner of which the accident was occurred is concerned, the learned counsel appearing for the petitioners drawn the attention of this court and would contend that the scene of occurrence (soc) indicates the driving of the offending vehicle in a wrong direction. Hence the contention of the counsel appearing for the 3rd respondent showing rear side damage of the two-wheeler cannot be a reason to dispute the manner in which the accident had occurred and the alleged involvement of some other vehicle in the said accident. Apart from this, the MVI report Ex.R.3 would indicate the inspection of the Truck was on 13.03.2023 which is around 5 days from the date of accident. Hence in that interval period the damage could have been caused by some other external factors also. Hence he argued for allow this application as sought for.

Points No.1 & 2:-

9. Ex.P1 is the First Information Report. From Ex.P1 it is seen that the defacto complainant is the son of the deceased. It is stated in the FIR that on on 08.03.2023 the deceased was riding his two-wheeler, about 08.30 a.m. on Maduranthagam to Soonambedu Road from north to south direction for

attending his work, at that time the driver of the 1st respondent's vehicle came on the opposite direction, in a rash and negligent manner and hit the vehicle of the deceased. In that impact, the deceased sustained severe head injury and was taken to hospital and while she was undergoing treatment on 19.3.2023, she died without responding to the treatment.

10. Thereafter on the complaint given by the son the deceased/3rd Petitioner, a case in Crime No.150/2023 has been registered against the driver of the Mahindra Bolero Maxi Truck bearing Registration No.TN18 P 9644 by Maduranthakam police station.

11. In order to prove the case of the petitioners, on the side of petitioner, the son of the deceased was examined as PW1. Since the said PW1 was not the ocular witness of the accident, one Mr.Pachaiyappan, who was the eye witness of the accident, was examined as PW2 to speak about the mode of accident and negligence on the part of the driver of the 1st respondent's Mahindra Bolero Maxi Truck bearing Registration No.TN18 P 9644. PW2 has stated in his chief-examination filed in the form of proof affidavit that the accident has occurred only due to the negligence on the part of the driver of the above said Mahindra Bolero Maxi Truck bearing Registration No.TN18 P 9644.

12. In the course of chief examination as well as cross examination the PW2 has re-iterated the facts as averred in the Ex.P1 - FIR with regard to the mode of accident and the rash and negligent driving of the driver of said offending Mahindra Bolero Maxi Truck and further has affirmed that only on account of the negligence on the part of the driver of the offending Mahindra

Bolero Maxi Truck bearing Registration No.TN18 P 9644 (1st respondent's vehicle) alone the above said accident occurred. Though the PW2 was cross examined by the learned counsel for the 3rd respondent, nothing to discredit the evidence of PW2 in respect of the mode of accident, negligent act of the driver of offending Mahindra Bolero Maxi Truck and the injury that led to the death of deceased at the material point of time, was brought out.

13. However the adverse contention of 3rd respondent against the pleadings of the petitioners was not being proved with acceptable independent evidence. It is therefore the contention of the 3rd respondent disputing the manner of accident without any valid rebuttable evidence could not be looked into by this court. On the other hand, the petitioners through the evidence of PW2 has proved the manner of accident and negligence on the part of driver of offending Mahindra Bolero Maxi Truck (1st respondent's vehicle) at the time of accident.

14. Hence, considering the evidence of PW2 and Ex.P.1, I hold that the driver of the offending Mahindra Bolero Maxi Truck vehicle alone is negligent and he was the cause for the accident.

15. The learned counsel appearing for the 3rd respondent contended that the damages on the backside of the two-wheeler would show the involvement of some other vehicle to cause said damage and further contended that the MVI report also indicates the involvement of Car and two wheeler. Hence on this ground only the manner in which the accident had occurred as alleged by the

petitioner is grew suspicion. As far as this damages is concerned, this court is of the view that, of course, in the Accident Register it is being mentioned that there was a car -vs- two wheeler collision at the time of accident. But nowhere it is found in the accident register report that by whom the said information was given to the doctor to make such an entry. Admittedly, no eyewitness has given such a information. That being so, a mere remarks found in the accident register that car -vs- two-wheeler involved in the accident cannot be accepted as a gospel truth to suspect the case of the petitioner. Hence the contention of the counsel appearing for the 3rd respondent in this regard cannot be accepted.

16. Similarly the learned counsel appearing for the 3rd respondent would contend that the PW2 has been arrayed as Mahazar witness of the occurance hence his evidence cannot be accepted as eye witness of the occurance. In this regard I perused final report wherein the name of the PW2 has been mentioned as eye witness of the occurance but not as mahazar witness as alleged by the 3rd respondent herein. Hence, that submission of the 3rd respondent in this regard also deserve to be rejected.

17. Nevertheless, the learned counsel appearing for the 3rd respondent would contend that the damage found on the back side of the deceased two wheeler would indicate the involvement of some other vehicle which caused the damage on the back side of the deceased two wheeler. I do not find any force on that submission for the simple reason that the damage caused to the deceased vehicle on the back side cannot be ascertained without any evidence independent

through witness to that effect. Admittedly in the case on hand, on the side of the 3rd respondent no independence witness was examined to substantiate his contention in this regard. Hence, that contention of the 3rd respondent in this regard also deserved to be rejected. Thus I fix the negligence on the part of the driver of the offending Mahindra Bolero Maxi Truck bearing Registration No.TN18 P 9644.

18. Now the next question to be decided is that whether the offending Mahindra Bolero Maxi Truck had valid fitness or not?

19. On the side of the 3rd respondent, two official witnesses were examined. RW1, an Assistant from the Maduranthakam RTO, deposed that the fitness certificate had expired on 22.02.2023, i.e., 15 days prior to the date of the accident (08.03.2023), and was subsequently renewed on 30.03.2023. To substantiate the same, RW1 produced Ex.R.3, the MVI Report and the details of the Mahindra Bolero Maxi Truck bearing Registration No. TN18 P 9644 with respect to its fitness and permit. It is evident from Ex.R3 that no fitness certificate produced by R1.

20. Similarly RW2, an official witness from the insurance company, deposed based on the records available in the file that they issued a legal notice, marked as Ex.R.6, to the owner of the Mahindra Bolero Maxi Truck, namely the 1st respondent herein, calling upon him to produce the fitness and permit certificates. The said notice was duly received by the owner, as evident by the acknowledgment card produced by the 3rd respondent. Despite receipt of the

notice, the 1st respondent neither appeared before this Court nor produce the fitness certificate and remained exparte.

21. Under such circumstances, it is concluded that the 1st respondent's vehicle did not possess a valid fitness certificate on the date of the accident. Hence, since the 1st respondent had violated the terms and conditions of the insurance policy, though the 3rd respondent is liable to pay compensation to the petitioners, he is at liberty to recover the same from the 1st respondent, in the event of any award being passed. Thus the points No.1 & 2 are answered accordingly.

Point No.3:

22. The next and foremost point to be decided herein is that whether the petitioners are entitled for seeking compensation for the demise of deceased. From P.27 Legal Heir Certificate, it is made clear that the 1st petitioner is wife, petitioners 2 and 3 are sons of the deceased Mr.M.N.Sriram.

23. In the absence of any contrary materials on record, this court has no hesitation to hold that the petitioners are the legal heirs of the deceased and they are entitled to get the compensation for the demise of the deceased Mr.M.N.Sriram.

Age of the deceased:

24. The petitioners have stated that the deceased was **58** years at the time of accident, the **Ex.P.12/Pan Card and Ex.P.18/Driving license** shows that the date of birth of the deceased was 22.05.1964 and date of accident was 08.03.2023. Therefore, it is concluded that the age of the deceased at the time of accident was **58 years.**

Income of the deceased:

25. As far as quantum is concerned, it is stated on the side of the petitioners that during the period of accident, the deceased was working as a Opthalmic Assistant in Government of Tamil Nadu Department of Public Health Preventive Medicine at Primary Health Centre-Zamin Endrathur, Chengalpattu and was earning Rs.1,07,000/- per month.

26. To substantiate the same, the petitioners have examined Mr.Parthiban, Superintendent, Primary Health Centre as PW3 and produced Ex.X.3/Appointment Order and Ex.X4/Payslip for the month of February 2023. The petitioners have also produced Ex.P.16/Payslips, Ex.P.17/Income Tax Returns for AY 2021-22 and AY 2022-23, Ex.P.39/Form No.16 for the AY 2022-23 and Ex.P.40/Form No.16 for the AY 2021-22 and Ex.P.41/Income Tax Returns for the AY 2023-24. All the above exhibits are marked without any objection on the side of the 2nd respondent.

27. Ex.X.4=Ex.P.16 reveals that the gross earnings of the deceased was Rs.1,07,000/- per month. **Therefore the monthly income of the deceased is fixed at Rs.1,07,000/- to arrive at a just and fair compensation.**

Future Prospects and Income Tax Deduction:

28. As per the Judgment of the **Hon'ble Apex Court in *National Insurance Co., Ltd., -Vs- Pranay Sethi and others [2017 (2) TNMAC 609 (SC)],*** considering the age of the deceased is **58 years, 15% future prospects** is added. The income tax is calculated after the addition of future prospects and the income Tax slab for the financial year 2022-23 is as below:

<u>Deduction of tax after adding future prospects</u>

Particulars		Rs.
Annual Income of the Deceased (Rs.**1,07,000** x 12)	=	12,84,000
<u>Add:</u> **15%** Future Prospects	=	1,92,600

		14,76,600

<u>Less:</u> Income Tax Payable + Cess @ 4% + Professional Tax

Taxable Income		**Rs.**	**Rs.14,76,600**		
0-2.5 Lakhs	Nil	Nil	(for 2,50,000)		
2.5-5 Lakhs	5%	12,500	(for 2,50,000)		
5-7.5 Lakhs	10%	25,000	(for 2,50,000)		
7.5-10 Lakhs	15%	37,500	(for 2,50,000)		
10-12.5 Lakhs	20%	50,000	(for 2,50,000)		
12.5-15 Lakhs	25%	56,650	(for 2,26,600)		

		1,81,650			
<u>Add:</u>					
(i) Cess (1,81,650 x 4%)		7,266		=	
(ii) Professional Tax		2,500			

Total		**1,91,416**			
		-------------			**1,91,416**

Annual Income after Tax				=	**12,85,184**

Therefore the annual income of the deceased after deduction of income tax is fixed at **Rs.12,85,184/- to arrive at a just and fair compensation.**

<u>Loss of Income/Dependency (1) :</u>

29. This court has decided that the **petitioners (1 to 3)** are legal representatives of the deceased and hence **1/3** of the annual income of deceased **(12,85,184 x 1/3 = 4,28,394.66)** has to be deducted towards his personal

expenses, by deducting the same, the annual income of the deceased would come to **Rs.8,56,789.34/- (12,85,184 – 4,28,394.66)**.

30. As per the Judgment of the Hon’ble Apex Court in ***Smt.Sarla Verma and others -Vs- Delhi Transport Corporation and another [2009(2) Tnmac 1 (SC)]****,* considering the age of the deceased is 58 years, the multiplier of 9 is adopted and the loss of income to the claimants is calculated at **Rs.77,11,104/- (8,56,789.34 x 9).**

Loss of Estate, Funeral Expenses and Consortium (2 - 5)**:**

31. As per the Judgment of Hon'ble Supreme Court reported in ***CDJ 2017 SC 1220 (National Insurance Company Limited Vs Praney Sethi and others)*****,** the petitioners are entitled to a sum of **Rs.15,000/-** towards loss of estate and **Rs.15,000/-** towards funeral expenses and as per the Judgment of Hon'ble Supreme court reported in ***United India Insurance Company Ltd., vs Satinder Kaur @ Satwinder Kaur & Others 2020 in SLP (Civil) No.28548/2014 CA.No.2705/2020*** *the 3-Judge Bench of the Hon'ble Supreme Court reaffirmed the view on consortium.* Hence, the 1st petitioner being the wife is entitled for **Spousal Consortium of Rs.40,000/-** and the petitioners 2 and 3 being the sons are entitled for **Parental Consortium of Rs.80,000/- (40,000 x 2).** Thus a **sum of Rs.1,50,000/-** is awarded under the head of loss of estate, funeral expenses and consortium [15,000 + 15,000 + 1,20,000 = 1,50,000].

32. Further as per the judgment reported in ***National Insurance Company Limited Vs Praney Sethi and others and Shri Ram General***

Insurance Co. Ltd. Vs Bhagat Singh Rawat on 27 March, 2023, the compensation on the head of conventional (Loss of estate, consortium and funeral expenses) is to be **enhanced by 10% every three years from 31.10.2017 onwards.**

33. In the present case, as the accident occurred in the year 2023, a 10% enhancement is applicable for the period 2021–2023,

Year	Calculation	Amount
2017-2020 [Base amount]	-	1,50,000
2021-2023	1,50,000 x 10/100	15,000

<u>Transportation Expenses including damages to personal belongings (6):</u>

34. Further, this Court is inclined to award a sum of **Rs.10,000/-** towards transportation charges and damages to the personal belongings of the deceased.

<u>Whether the petitioners are entitled to Medical Bills? (7)</u>

35. The petitioners have produced Ex.P8, Medical Bills for a sum of Rs.20,408/-, Ex.P9, Medical Bills for a sum of Rs.5,85,215/-, and Ex.P10, the Mediclaim Authorization Letter. Further, the petitioners examined Mr.Ravichandran, Assistant Manager, New India Assurance Company, as PW4 to substantiate the mediclaim records.

36. As per the Ex.P.10=Ex.P.38, a sum of Rs.5,85,215/- was the total medical expenses while he was undergoing treatment in the hospital. However, out of said charges, a sum of Rs.36,561/- was discounted by the hospital administration. Hence a sum of Rs.5,48,654/- alone was payable by the

petitioners to the hospital towards the medical treatment for deceased. Out of said amount a sum of Rs.3,78,444/- was reimbursed by the Insurance company under Group Insurance Policy and the petitioner has paid a sum of Rs.1,70,210/-.

37. Now the question to be answered here is that whether the petitioners are entitled to medical bills for a sum of Rs.3,78,444/- reimbursed by the insurance company or not?

38. At this juncture, this court rely's upon the judgment of ***Hon'ble Karnataka of High Court reported in 2017 ACJ 87 (Rajeshwari G.Bhuyar and Others Vs. Sindhu Travels and another) and judgment of Hon'ble High Court of Madras reported in CMA No.3334/2021 and CMP No.18972/2021 (Future General India Insurance Co. Ltd., Vs. Manivannan and others, Dated: 15.06.2022)*** wherein it has been held that the amount claimed by the petitioners under Group Insurance Policy cannot be deducted from the compensation to be granted towards medical expenses and therefore, the petitioners are awarded a sum of **Rs.5,69,062/-** (1,70,210 + 3,78,444 + 20,408) towards medical expenses.

<u>**Vehicle Damages (8)**</u>

39. It is evident from Ex.P22 that a sum of Rs.54,610/- was incurred by the petitioner towards the repairing charges of the two-wheeler ridden by the deceased at the time of the accident. The 3rd respondent also did not dispute the said Ex.P22 it is therefore the petitioner herein is entitled to claim the said cost of damage after deducting the cost of reimbursement under own damage policy

as such the petitioner is entitled to claim a sum of Rs.54,610/- and the labour cost of Rs.1390/-. Accordingly, the petitioners are entitled to a total sum of **Rs.56,000/-** (Rs.54,610/- + Rs.1,390/-) towards damages to the vehicle.

Considering the above aspects, the compensation is calculated as below:-

SI.No.			**Rs.**
1.	Towards Loss of Income / Dependency	=	77,11,104
2.	Towards Loss of Estate	=	15,000
3.	Towards Loss of Consortium	=	1,20,000
4.	Towards Funeral Expenses	=	15,000
5.	Additional amount on conventional heads @ 10%		15,000
6.	Towards Transportation Charges including damages to personal belongings	=	10,000
7.	Towards Medical Expenses	=	5,69,062
8.	Towards Vehicle Damages	=	56,000

	Compensation Payable	=	**85,11,166**

Compensation Payable (Rounded off to) = Rs.85,11,200/-.

Thus point No.3 is answered accordingly.

40. Conclusion:

1. **In the result,** the petition is partly allowed with proportionate interest and costs. Award is passed in favour of the petitioners against the 3rd respondent herein. Since there has been a violation of the terms and conditions of the insurance policy, **the 3rd respondent is at liberty to recover the compensation amount from the 1st respondent after satisfying the award**.

How to disburse the award amount:

2. This Court has decided to disburse the award amount 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).

3. Out of total Award amount of **Rs.85,11,200/- (Rupees Eighty Five Lakhs Eleven Thousand and Two Hundred Only)**, **the 1st petitioner is entitled to Rs.55,11,200/- and the petitioners 2 and 3 are entitled to Rs.15,00,000/- each** with proportionate interest and costs.

Transfer of Award amount to the petitioners :

4. The 3rd respondent is hereby directed to transfer the award amount of **Rs.85,11,200**/- with interest thereon at the rate of 7.5% per annum from the date of filing of the claim petition until the date of transfer, and with costs, **to the credit of petitioners respectively as detailed below, directly through NEFT/RTGS mode,** within 60 days **from the date of receipt of intimation regarding payment of the requisite court fee made by the petitioners.**

Petitioner(s)	Account Details		Amount to be transferred (in Rs.)
1st Petitioner	A/c.No.	500101012986135	**55,11,200/-**
	Name of the Bank	City Union Bank Ltd.,	
	IFSC Code	CIUB0000663	
2nd Petitioner	A/c.No.	500101010272094	**15,00,000/-**
	Name of the Bank	City Union Bank Ltd.,	
	IFSC Code	CIUB0000663	
3rd Petitioner	A/c.No.	20322048835	**15,00,000/-**
	Name of the Bank	State Bank of India	
	IFSC Code	SBIN0000870	

(The extract of bank account details are attached at the end of the order)

(The 3rd respondent is hereby once again specifically directed to ensure the payment of court fees made by the petitioners prior to transfer the petitioners award amount in the above bank accounts)

MATHUSUTHANAN P

Digitally signed by MATHUSUTHANAN P

Payment of Court Fees by petitioners:

5. The petitioners shall pay the balance court fee within 15 days from today. Failing which, the petitioners are not entitled for the interest on the award amount, from the date of default in paying the balance court fee.
6. After such payment shall get the letter to that effect from the Small Causes Court office and **shall intimate the same to the 3rd Respondent forthwith.**
7. The 3rd respondent is hereby directed to intimate the fact of such deposit immediately **with relevant MCOP Number** to this court (*email address: chnccc.scc-tn@indiancourts.nic.in*) and to the counsel on record for the petitioners.
8. Advocate Fees is fixed at **Rs.92,112/-**.
9. **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 Petitioners,** the respondent Insurance Company shall intimate this Tribunal along with proof, if any, and the concerned petitioners. The petitioners 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 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 Insurance Company liable for additional interest for the period of such delay.
10. There is no interest on the award for the period of dismissal for default if any.
11. The petition is dismissed with regard to the rest of the claim amount.
12. Following the judgment of the Hon'ble High Court of Madras in Tr.CMP.Nos.264 to 281 of 2020 ***M/s.Cholamandalam MS Genl. Ins. Co. Ltd. Vs. Mr.Ayyannar S. and others dated: 11.05.2020 reported in 2020 (4) CTC 272,*** no decree is prepared.

MATHUSUTHANAN P Digitally signed by MATHUSUTHANAN P

Other necessary Particulars:

Date of filing of claim petition	:	30.06.2023
Date of taking the petition on file	:	25.07.2023
Compensation Claimed in the MCOP	:	Rs.1,50,00,000.00
Compensation awarded in this petition	:	Rs.85,11,500.00
Court fee payable on the award amount	:	Rs.84,484.50
Court fee paid along with the petition	:	Rs.10,000.00
Deficit Court fee payable	:	Rs.74,484.50

STATEMENT OF COSTS

	For the Petitioners	For the Respondents
	Rs.	Rs.
Stamp on Petition	84,484.50	----
Stamp on Vakalat	10.00	
Stamp on Process	60.00	
Advocate Fees	92,112.00	---
Costs Allowed	**1,76,666.50**	**---**

This Order is dictated to the Stenographer Grade-III of this court, typed by her directly in the Computer, corrected and pronounced by me in open Court, this the 27th day of July – 2026.

MATHUSUTHANAN P Digitally signed by MATHUSUTHANAN P

Motor Accident Claims Tribunal/
Chief Judge, Chennai.

List of Witness examined on the side of the Petitioner(s):-

Serial No.	Name	Remarks
PW1	Mr.Lakshmi Narayanan	3rd Petitioner
PW2	Mr.Pachaiyappan	Eye Witness
PW3	Mr.Parthiban	Superintendent, Primary Health Center.
PW4	Mr.Ravichandran	Deputy Manager, The New India Assurance Co. Ltd.,

List of documents marked on the side of the Petitioner(s):-

Exhibits	Description of the document
Ex.P.1	True copy of FIR.
Ex.P.2	Copy of Final Report.
Ex.P.3	Copy of Accident Register.
Ex.P.4	Copy of Rough Sketch.
Ex.P.5	Death Summary.
Ex.P.6	Attested Copy of Postmortem Certificate.
Ex.P.7	Death Report.
Ex.P.8	Medical Bills for Rs.20,407.54.
Ex.P.9	Copy of Patient Bill Summary.
Ex.P.10	Copy of letter issued by Medi Assist regarding medi claim authorized amount.
Ex.P.11	Copy of Aadhaar Card of deceased.
Ex.P.12	Copy of Pan Card of deceased.
Ex.P.13	Copy of ID Card of deceased.
Ex.P.14	Copy of Appointment order of deceased.
Ex.P.15	Copy of Regularization letter pertaining to the deceased.
Ex.P.16	Copy of Payslips for the months of January and February 2023.
Ex.P.17	Copy of Income Tax Returns for the AY 2021-22 and AY 2022-23.
Ex.P.18	Copy of Driving license of deceased.
Ex.P.19	Copy of Registration Certificate of deceased's vehicle.
Ex.P.20	Copy of Insurance Policy of deceased's vehicle.
Ex.P.21	Copy of MVI Report of deceased's vehicle.
Ex.P.22	Repair Bills for TVS Jupiter Two-wheeler (deceased vehicle).
Ex.P.23	Copy of Certificate of Registration of 1st respondent's vehicle.
Ex.P.24	Copy of Driving license of 2nd respondent.
Ex.P.25	Copy of Insurance Policy of 1st respondent's vehicle.
Ex.P.26	Copy of Death Certificate.
Ex.P.27	Copy of Legal Heirship Certificate.
Ex.P.28	Copy of Aadhaar Card of 1st Petitioner.
Ex.P.29	Copy of Aadhaar Card of 2nd Petitioner.
Ex.P.30	Copy of Aadhaar Card of 3rd Petitioner.

Ex.P.31	Copy of 1st Page of Bank Passbook of 1st Petitioner.
Ex.P.32	Copy of 1st Page of Bank Passbook of 2nd Petitioner.
Ex.P.33	Copy of 1st Page of Bank Passbook of 3rd Petitioner.
Ex.P.34	Copy of Aadhaar Card of PW2.
Ex.P.35	Copy of ID Card of PW4.
Ex.P.36	Authorization Letter for PW4.
Ex.P.37	Copy of Medi-claim Policy (The New India Assurance Co. Ltd.,)
Ex.P.38	Copy of Particulars regarding the medi claim sanctioned amount (Medi Assist).
Ex.P.39	Copy of Form No.16 for the AY 2022-23 of deceased.
Ex.P.40	Copy of Form No.16 for the AY 2021-22 of deceased.
Ex.P.41	Copy of Income Tax Returns for the AY 2023-24 of deceased.

<u>List of Documents marked through Summon Witness (PW3):</u>

Exhibits	Description of the document
Ex.X.1	Authorization Letter for PW3.
Ex.X.2	Copy of I.D. Card of PW3.
Ex.X.3	Appointment Order of deceased.
Ex.X.4	Payslip of deceased for the month of February 2023.
Ex.X.5	Pay Certificate of deceased.

<u>List of witness on the side of Respondent(s):-</u>

Serial No.	Name	Remarks
RW1	Mr.Anbarasu	Assistant, Maduranthakam RTO.
RW2	Mr.Karan	Retainer-Legal, 3rd respondent company.

<u>List of documents marked on the side of the Respondent(s):-</u>

Exhibits	Description of the document
Ex.R.1	Court Summon.
Ex.R.2	Authorization Letter for RW1.
Ex.R.3	Attested copy of Letter from RTO Maduranthakam RTO along with MVI Report and Details of vehicle bearing Registration No.TN18 P 9644 (regarding permit and fitness).

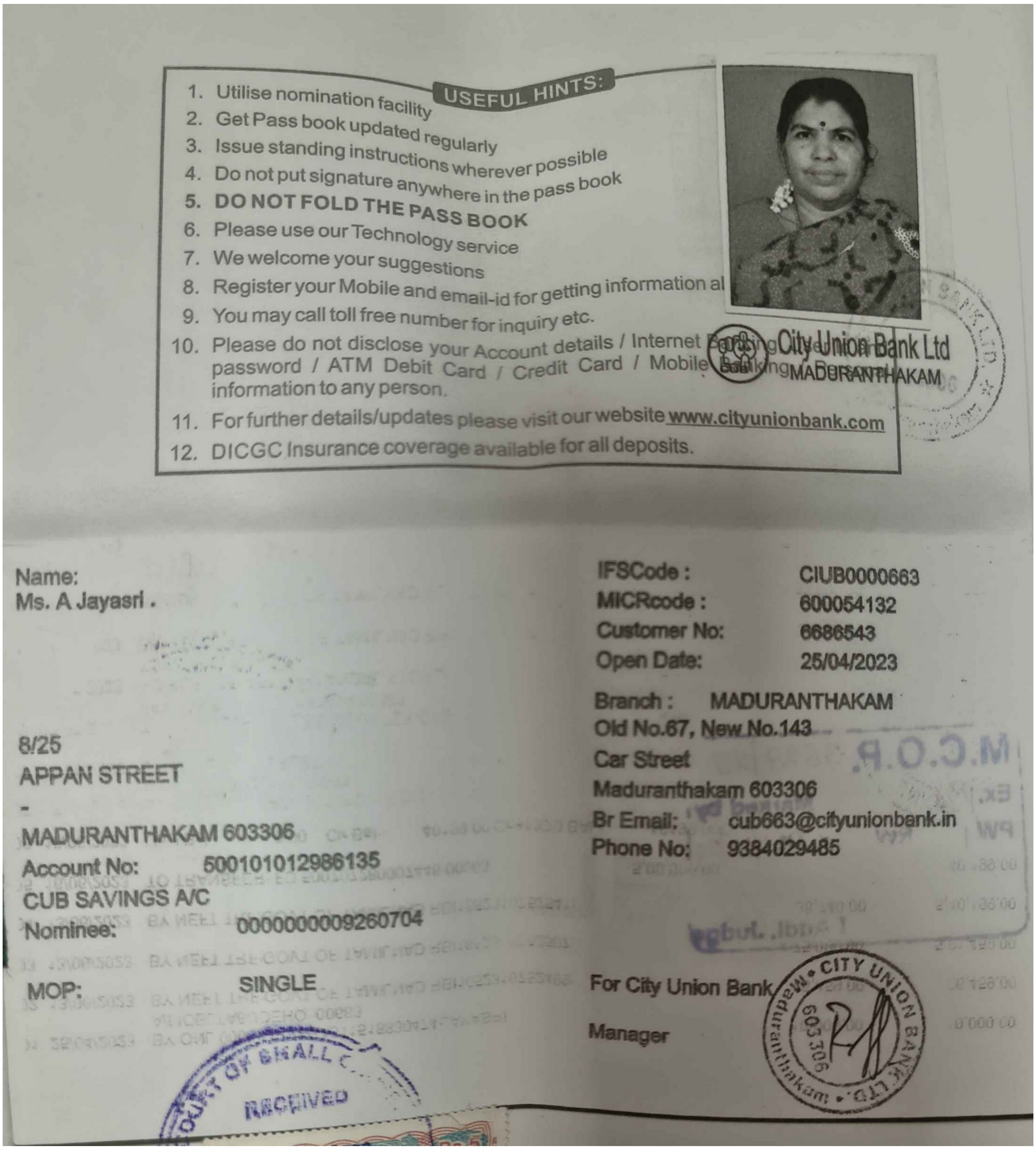
Ex.R.4	Authorization Letter for RW2.
Ex.R.5	Copy of Insurance Policy of 3rd respondent's vehicle with terms and conditions.
Ex.R.6	Legal notice sent to the 1st respondent with Acknowledgment Card.

MATHUSUTHANAN P

Digitally signed by MATHUSUTHANAN P

Motor Accident Claims Tribunal/
Chief Judge, Chennai.

Extract bank account details of the petitioners :



USEFUL HINTS:

1. Utilise nomination facility
2. Get Pass book updated regularly
3. Issue standing instructions wherever possible
4. Do not put signature anywhere in the pass book
5. **DO NOT FOLD THE PASS BOOK**
6. Please use our Technology service
7. We welcome your suggestions
8. Register your Mobile and email-id for getting information al
9. You may call toll free number for inquiry etc.
10. Please do not disclose your Account details / Internet Banking password / ATM Debit Card / Credit Card / Mobile Banking information to any person.
11. For further details/updates please visit our website www.cityunionbank.com
12. DICGC Insurance coverage available for all deposits.

City Union Bank Ltd
MADURANTHAKAM

Name:
Ms. A Jayasri .

8/25
APPAN STREET
-
MADURANTHAKAM 603306

Account No: 500101012986135
CUB SAVINGS A/C
Nominee: 0000000009260704
MOP: SINGLE

IFSCode : CIUB0000663
MICRcode : 600054132
Customer No: 6686543
Open Date: 25/04/2023

Branch : MADURANTHAKAM
Old No.67, New No.143
Car Street
Maduranthakam 603306
Br Email: cub663@cityunionbank.in
Phone No: 9384029485

For City Union Bank

Manager

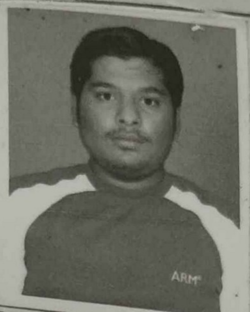
CITY UNION BANK LTD. Maduranthakam 603 306

M.C.O.P.

COURT OF SMALL C... RECEIVED

USEFUL HINTS:

1. Utilise nomination facility
2. Get Pass book updated regularly
3. Issue standing instructions wherever possible
4. Do not put signature anywhere in the pass book
5. **DO NOT FOLD THE PASS BOOK**
6. Please use our Technology service
7. We welcome your suggestions
8. Register your Mobile No. / email-id for getting infor[mation]
9. You may call toll free number for inquiry etc.
10. Please do not disclose your Account details / Internet Banking User id and password / ATM Debit Card / Credit Card / Mobile Banking PIN etc. information to any person.
11. For further details/updates please visit our website www.cityunionbank.com
12. DICGC Insurance coverage available for all deposits.



CITY UNION BANK
MADURANTAGAM BRANCH

Name:
Mr. SRINIVASAN S

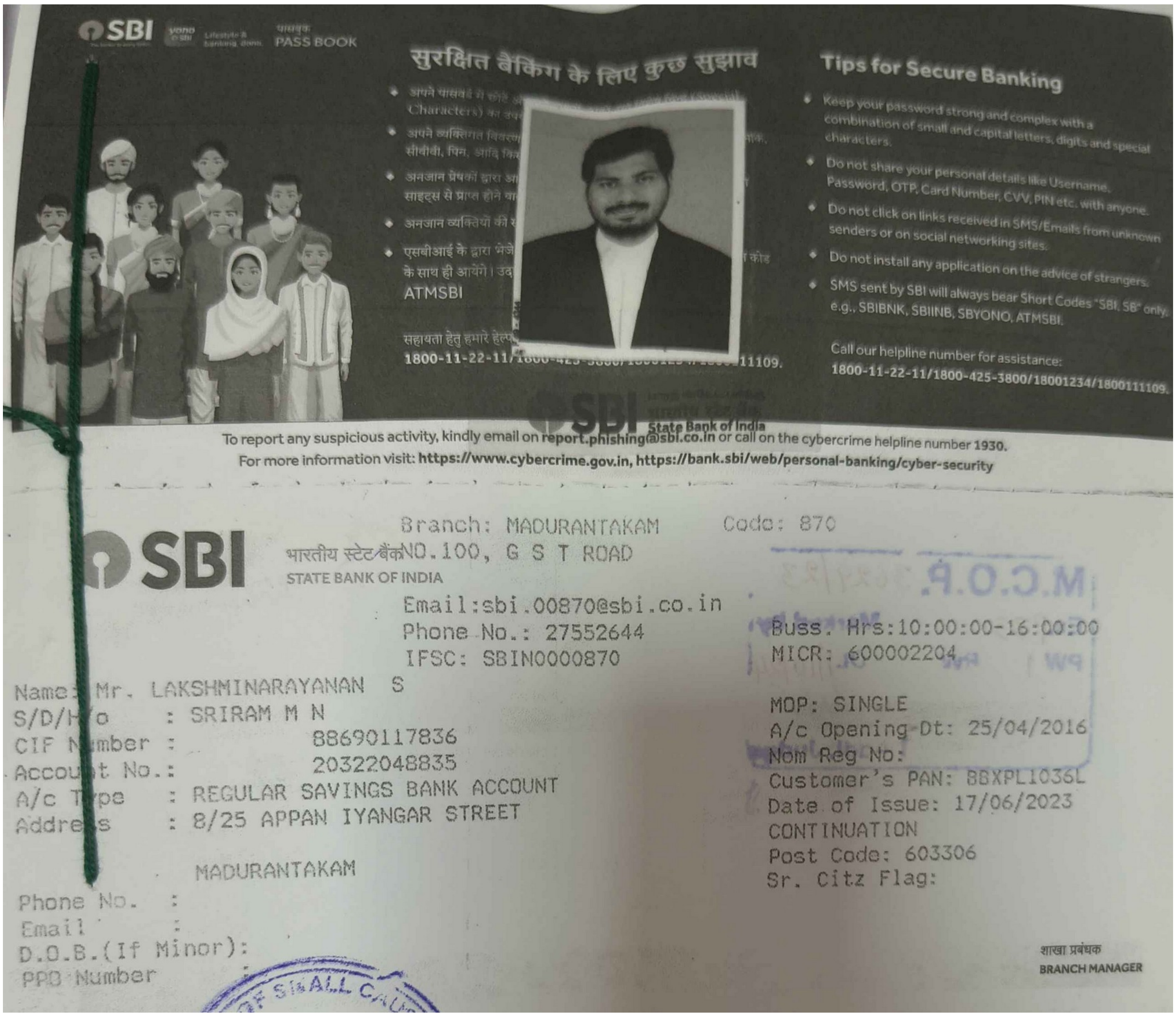
IFSCode : CIUB0000663
MICRcode : 600054132
Customer No: 3704179
Open Date: 17/07/2014
Branch : MADURANTHAKAM
Old No.67, New No.143
Car Street
Maduranthakam 603306
Br Email: cub663@cityunionbank.in
Phone No: 9384029485

NO 8/25
APPAN IYENGAR STREET
MADURANTHAKAM
KANCHPURAM 603306
Account No: 500101010272094
CUB SAVINGS A/C

MOP: SINGLE

For City Union Bank
Manager

CITY UNION BANK LTD. MADURANTHAKAM 603306



SBI PASS BOOK

सुरक्षित बैंकिंग के लिए कुछ सुझाव

ATMSBI

1800-11-22-11/...11109.

Tips for Secure Banking

- Keep your password strong and complex with a combination of small and capital letters, digits and special characters.
- Do not share your personal details like Username, Password, OTP, Card Number, CVV, PIN etc. with anyone.
- Do not click on links received in SMS/Emails from unknown senders or on social networking sites.
- Do not install any application on the advice of strangers.
- SMS sent by SBI will always bear Short Codes "SBI, SB" only e.g., SBIBNK, SBIINB, SBYONO, ATMSBI.

Call our helpline number for assistance:
1800-11-22-11/1800-425-3800/18001234/1800111109.

State Bank of India

To report any suspicious activity, kindly email on report.phishing@sbi.co.in or call on the cybercrime helpline number 1930.
For more information visit: https://www.cybercrime.gov.in, https://bank.sbi/web/personal-banking/cyber-security

SBI भारतीय स्टेट बैंक STATE BANK OF INDIA

Branch: MADURANTAKAM Code: 870
NO.100, G S T ROAD
Email:sbi.00870@sbi.co.in
Phone No.: 27552644
IFSC: SBIN0000870

Buss. Hrs:10:00:00-16:00:00
MICR: 600002204

Name: Mr. LAKSHMINARAYANAN S
S/D/H/o : SRIRAM M N
CIF Number : 88690117836
Account No.: 20322048835
A/c Type : REGULAR SAVINGS BANK ACCOUNT
Address : 8/25 APPAN IYANGAR STREET
MADURANTAKAM
Phone No. :
Email :
D.O.B.(If Minor):
PPB Number

MOP: SINGLE
A/c Opening Dt: 25/04/2016
Nom Reg No:
Customer's PAN: BBXPL1036L
Date of Issue: 17/06/2023
CONTINUATION
Post Code: 603306
Sr. Citz Flag:

M.C.O.P.

शाखा प्रबंधक
BRANCH MANAGER

29

Draft / Fair Order
MCOP.No.3629/2023
Date : 27.07.2026