IN THE MOTOR ACCIDENTS CLAIMS TRIBUNAL, THALASSERY

Present :- Smt. Nirmala T.K., Judge, Motor Accidents Claims Tribunal,

Monday, 18th day of May, 2026

OP(MV)No.1404/2022

Sajesh Aniyeri, S/o Raghavan.V., aged 44 years, Elappally House, Ponniam East.P.O., Chundangapoyil, Kannur District.	]]]]	Petitioner

VS

1. Rajan.N., S/o Chathu, Panniyot, Sruthi Nivas, Mannanthara, Manantheri, Kannur, Kerala, Pin 670643. (Owner)	]]]]	
2. Gokul.N., S/o Rajan Nallakkandy, aged 20 years, Sruthi Nivas, Mannanthara, Manantheri, Kannur, Kerala.(Rider)	]]]]	Respondents
3. The New India Assurance Company Ltd, Rep by The Branch Manager, Peravoor Branch , Near SBT Branch, Kottiyoor Road, Peravoor, Kerala. (Insurer)	]]]]	

This petition coming on 7th day of March 2026 for final hearing before me in the presence of S/Sri.Sujith Mohan.K and Pranil.P.P, Advocates for the petitioner; and of Sri.K.N.Premanathan, Advocate for the 3rd respondent; respondent Nos.1 and 2 remained exparte; and having stood over for consideration till this day, the Tribunal passed the following:

AWARD

This is an application filed u/s 166 of the Motor Vehicles Act, 1988.

2. The case of the petitioner is that while the petitioner was traveling on a motor cycle, another motor cycle bearing registration No.KL 58 AE 4935 ridden by 2nd respondent in a rash and negligent manner hit the motor cycle ridden by the petitioner. As a result, petitioner sustained grievous injuries. The accident occurred solely due to the rash and negligent driving of the motor cycle by the 2nd respondent. Respondent No.1 is the owner and respondent No.3 is the insurer of the motor cycle driven by 2nd respondent and therefore all the three respondents are liable to pay compensation to the petitioner for the injuries caused.

3. Respondent Nos.1 and 2 are not appeared and hence they were set exparte.

4. The 3rd respondent appeared and filed written statement admitting that the motor cycle KL 58 AE 4935 involved in the accident was insured with R3 at the relevant time. But the allegation of negligence against 2nd respondent is denied. It is further stated that the accident occurred due to the negligent riding of the motor cycle by the petitioner. The compensation claimed by the petitioner under various heads is also disputed and stated that the compensation claimed is highly exaggerated

and without any basis. Therefore the 3rd respondent prayed for dismissal of the petition with cost.

5. On going through the contentions raised by both sides, following issues arise for consideration:-

1. *What is the reason for the accident?*
2. *Whether the petitioner sustained injuries in the accident?*
3. *Whether the petitioner is entitled to get compensation and if so, who is liable to pay the same?*
4. *If issue Nos.1 to 3 are decided in favour of the petitioner, what should be the quantum?*
5. *Reliefs and costs?*

6. No oral evidence is adduced by either side. Exhibits A1 to A12 documents were marked on the side of the petitioner. No documents produced on the side of 3rd respondent.

7. Heard both sides.

8. **Issue No. 1:-** According to petitioner, the accident occurred due to the rash and negligent riding of the motor cycle by the 2nd respondent. To prove the negligence alleged against R2, petitioner produced copy of FIR in Crime No.193/2022, copy of scene mahazar and certified copy of final report filed in that crime and those documents are marked as Exts.A1 to A3 respectively. Exts.A1 to A3 documents shows that Sub Inspector of Kannavam Police station registered Crime No.193/2022 and

police after investigation submitted a final report against the 2nd respondent herein, alleging commission of offences punishable under sections 279 and 338 IPC. It is settled principle of law that unless the contrary is proved, the final report has to be taken as a prima facie evidence of negligence. No contra evidence is adduced by the respondents. Therefore, the documents produced by the petitioner proves that the accident occurred due to the rash and negligent riding of 2nd respondent. Hence this, issue is answered accordingly.

9. **Issue Nos.2 to 4:-** The petitioner contend that the motor cycle ridden by 2nd respondent was owned by 1st respondent and insured with 3rd respondent at the time of accident and therefore all the three respondents are liable to pay compensation to the petitioner for the injuries sustained. The documents produced by the petitioner shows that he sustained injuries in the accident. R1 and R2 remained exparte. R3 appeared and filed written statement admitting that the motor cycle ridden by 2nd respondent was owned by 1st respondent and insured with 3rd respondent at the time of accident. Since the accident occurred due to the rash and negligent riding of the motor cycle by the 2nd respondent, the 1st respondent being the owner became vicariously liable. Since the vehicle was validly insured with 3rd respondent at the time of accident, the 3rd respondent is liable to indemnify the 1st respondent for the

compensation to be paid to the petitioner. In short, all the three respondents are jointly and severally liable to pay compensation to the petitioner for the injuries sustained and payment of compensation shall be made by 3rd respondent, the insurer.

10. The documents produced by the petitioner shows that he was treated from Tellicherry Co-operative Hospital, Thalassery for the injuries sustained in the accident. Petitioner produced copy of wound certificate issued from that hospital and it is marked as Ext.A4. Two prescriptions issued from Tellicherry Co-operative Hospital, Thalassery are also produced and marked as Ext.A7 series. Medical documents shows that petitioner sustained following injuries in the accident.

1. ***Crush injury right foot with circumferential injury and stellate wound of 5th and 4th toe with near total amputation of 4th and 5th toes with extensor & flexor tendon injury vascularity doubtful.***
2. ***Comminuted fracture of P1 of 2,3,4 & 5th toes of right foot.***

11. The Ext.A4 wound certificate shows that petitioner was admitted at Tellicherry Co-operative Hospital, Thalassery on 22.06.2022 and discharged on 27.06.2022. Therefore an amount of ***Rs.5,400/- (6x900)*** is awarded as expenses for bystander.

12. Considering the nature of injuries suffered by the petitioner and period of treatment underwent an amount of ***Rs.1,25,000/-*** is awarded as compensation for pain and

sufferings and ***Rs.60,000/-*** as compensation for loss of amenities of life. An amount of ***Rs.20,000/-*** is awarded as expenses for extra nourishment and ***Rs.4,000/-*** as damage to clothing and articles.

13. Considering the attendance of the petitioner before Tellicherry Co-operative Hospital, Thalassery for treatment an amount of ***Rs.4,000/-*** is awarded as transportation expenses.

14. To prove the medical expenses incurred, petitioner produced Ext.A8 series medical bills for ***Rs.46,600/-*** and therefore the said amount is ordered to be granted as medical expenses.

15. The petitioner stated that he was working as a Partner of M/s.Infinity & HDFC Bank Debt Recovery Collection Executive and earning monthly income of Rs.92,696/- and due to the injuries sustained in the accident he could not attended for his business and thereby he suffered loss of income. To prove his monthly income and occupation, petitioner produced a certificate said to have been issued by an institution namely Infinity. Marking of that certificate is objected by the learned counsel for R3 and therefore that said certificate is marked as Ext.A9 subject to proof. The petitioner produced Ext.A9 to prove that he is getting monthly salary of Rs.60,000/- and he is working as Recovery Agent at Infinity Firm. But in the claim petition it is stated that he is doing his own business and there is no

employer for him. Petitioner also produced copy of income tax returns for three assessment years and those copy of income tax returns are marked as Ext.A6 series. The Ext.A6 series shows that average annual income of the petitioner would come to more than 7,00,000/-. The income tax returns produced by the petitioner is for the assessment year 2021-2022, 2022-2023 and 2023-2024. Therefore Ext.A6 series shows that there is no loss of income for the petitioner during the financial year 2022-2023. Therefore the contention of the petitioner that he suffered loss of income due to the injuries sustained in the accident cannot be accepted. In other words, no amount is awarded as compensation for loss of income.

16. In view of the above inputs, following amounts are awarded:-

SUMMARY OF CLAIMS RAISED AND ALLOWED

Sl. No.	Head of claim	Amount Claimed ₹	Amount Awarded ₹	Basis-vital details in a nut shell
1	Loss of Income & partial loss of earning	1,00,000/- 18,000/-		
2	Transport to hospital	5,000/-	4,000/-	
3	Extra nourishment	2,000/-	20,000/-	
4	Damage to clothing and articles	1,00,000/-	4,000/-	
5	Bystander's expenses		5,400/-	(6x900)
6	Medical expenses		46,600/-	
7	Compensation for Pain and suffering.	1,00,000/-	1,25,000/-	

8	Compensation for continuing and permanent disability	20,000/-		
9	Compensation for loss earning, capacity, earning power, loss of future prospects, facial disfiguration and loss of enjoyment of life	50,000/- 20,000/- 30,000/- 50,000/-		
10	Compensation for Loss of amenities of life	5,000/-	60,000/-	
T O T A L		**5,00,000/-**	**2,65,000/-**	

Thus the petitioner is entitled to get an amount of **₹2,65,000/- (Rupees Two Lakhs Sixty Five Thousand only)** as compensation. Issues answered accordingly.

17. **Issue No.5:-** In view of the above findings, this petition is allowed in part. Petitioner is entitled to get an amount of **₹2,65,000/- (Rupees Two Lakhs Sixty Five Thousand only)** with interest at the rate of 8% per annum from the date of petition (06.10.2022) till realization with proportionate costs. Petitioner is liable to pay ₹4,372/- (Rupees Four Thousand Three Hundred Seventy Three only) being balance Court fee and ₹5,000/- (Rupees Five Thousand only) being the additional court fee towards legal benefit fund.

In the result, R3/insurer is directed to make following payments within a period of one month.

1. R3/insurer shall furnish a cheque for ₹4,373/-- (Rupees Four Thousand Three Hundred Seventy Three only) being the balance court fee in favour of MACT, Thalassery.

2. R3/insurer shall also furnish another cheque for ₹5,000/- (Rupees Five Thousand only) being the additional court fee towards legal benefit fund in favour of MACT, Thalassery.

3. R3/insurer is directed to transfer the entire balance amount due to the petitioner in the Savings Bank Account shown below within a period of one month as directed by Hon'ble High Court in circular number 1/2025 dated 19.09.2025.

Name of Bank	Name of Branch	Account Number	IFSC Code
State Bank of India	**Tellicherry**	**10618625203**	**SBIN000926**

4. The copy of Ext.A12 bank passbook produced by the petitioner and duly attested by the bank manager shall form part of award for the purpose of facilitating the transfer of compensation amount to the bank account of the petitioner.

(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in open Court on this the 18th day of May, 2026).

MOTOR ACCIDENTS CLAIMS TRIBUNAL.

Petitioners' exhibits:-

A1	24.06.2022	Copy of FIR in crime No.193/2022, Kannavam Police station
A2	-	Copy of scene mahazar
A3	04.08.2022	Certified copy of final report
A4	22.06.2022	Copy of wound certificate
A5	-	Copy of I D card
A6	Series	Income Tax return statement

A7	series	Prescriptions
A8	series	Medical bills
A9	15.03.2024	Salary cum Leave certificate
A10	-	Copy of PAN Card-BHAPS4439R
A11	-	Treatment certificate
A12	-	Copy of Bank pass book

Respondent's exhibit:- Nil

Witness on bothsides :-Nil

MOTOR ACCIDENTS CLAIMS TRIBUNAL

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MOTOR ACCIDENTS CLAIMS TRIBUNAL, THALASSERY

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AWARD

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OP(MV)No.1404/2022

Dated: 18.05.2026