

**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL NO.II,
(IN THE COURT OF SPECIAL SUB-COURT NO. II), SALEM.**

Thiru.N.GNANASAMBANDAM, B.A., B.L.,
Special Sub-Judge No.II for MCOP Cases, Salem.

Wednesday, the 29th day of July 2026

M.C.O.P. No.1698 of 2025
(C.N.R.No.TNSAOC-000868-2025)
&
M.C.O.P. No.1699 of 2025
(C.N.R.No.TNSAOC-000869-2025)

1. M.C.O.P. No.1698 of 2025

Sneha, aged about 23 years,
W/o.Gnanasekaran,
D.No.2/128, P.Gollahalli, Poduthampatti,
Palacode, Dharmapuri 636 808.

2. M.C.O.P. No.1699 of 2025

Madhu, aged about 52 years,
W/o.Selvam,
D.No.2/46A, Bolabaguthanahalli,
Elangalapatti, Dharmapuri 636 808.

... Claimants

/Vs./

1. G.Shankar, S/o. Govindaraj,
At 5/316, Narayanan Kottai,
Boomanur, Palacode Tk,
Dharmapuri 636 805.,

2. The United India Insurance Co.Ltd.,
TP HUB, (DO-1), No.104/A,

Peramanur road,
Salem - 636 007.

... Respondents

This claim petitions was taken on file on 15.12.2025 and came for final hearing on 27.07.2026 in the presence of advocate Thiru.R.Saravanan, learned counsel for the Claimants, and in the presence of advocate Thiru.M.Murugan, learned counsel for the 2nd Respondent and since the two claim petitions arose out of the same occurrence, a joint trial memo was filed by the petitioners and recorded and the two claim petitions were tried jointly and upon hearing both sides and on perusal of the oral and documentary evidence of both sides, this Court pronounces the following,

COMMON ORDER

M.C.O.P. No.1698 of 2025, M.C.O.P. No.1699 of 2025 have been filed by the petitioners U/s.166 of M.V.Act r/w.Rule 3 of T.N.M.A.C.T. Rules claiming a compensation to the tune of Rs.25,00,000/- (Twenty Five Lakh), Rs.20,00,000/- (Twenty Lakh) from the respondents for the injuries sustained by the road traffic accident which took place on 22.07.2025.

A W A R D

2. The averments of the petitioner in MCOP.No.1698/2025 and MCOP.No.1699/2025 are as follows:

The case of the petitioner regarding negligence is that on 22.07.2025 at about 20.45 hrs, the petitioner Sneha was riding the

Splendor Plus bearing Reg.No.TN-29-BU-4703 along with petitioner Madhu as pillion rider in the extreme left side of the Palacode to Dharmapuri old Bypass road following with all traffic rules and reauctions in a careful manner. When the rider was proceeding Near Papparapatty Piruvu road, at the time a Mahindra pickup Bolero bearing Reg.No.TN-21-BE-3019 was came from Opposite Direction, which was driven by its driver in a rash and negligent manner without minding any traffic rules and regulations with high speed All of a sudden due to the uncontrollable speed the driver of the Mahindra Pickup bolero lost his control and hit against the petitioner's two wheeler and caused the accident. In connection with the accident the Palacode Police has registered a case against the driver of the Mahindra Pickup in CrNo.177/2025 under sec 281, 125(a) of BNS Act, 2023.

3. The brief counter averments in MCOP.No.1698/2025 and MCOP.No.1699/2025 of the 2nd Respondent are as follows:

It is learnt that accident is not due to the fault of the driver of Bollero Pick up Van bearing Reg.No.TN-21-BE-3019. The Driver of the Bollero Pick the vehicle at Dharmapuri to Palacode Pappireddi Pirivu Road. The petitioner was riding the Splendor Plus two wheeler bearing Reg.No.TN-29-BU-4703 came from Opp side with rash and negligent manner and dashed against the Bollero Pickup van the accident had happened. Hence, the petitioner is to be blamed and petitioner also contributed his negligence in causing the accident. Therefore this respondent cannot be saddened with liability. The contributory negligent

factor is to be taken before passing any award and also the charge sheet not filed in the above case. Hence, this respondent is not liable to pay any compensation to the petitioner.

4. POINTS FOR CONSIDERATION ARE:-

1. Whether the accident took place due to the rash and negligent driving of the Mahindra pickup bearing Reg.No.TN-21-BE-3019?
 2. Whether the petitioners are entitled to compensation from the respondents? If so, from which one of the respondents?
 3. What is the quantum of compensation the petitioner is MCOP.No.1698/2025 is entitled to?
 4. What is the quantum of compensation the petitioner is MCOP.No.1699/2025 is entitled to?
5. Since the two claim petitions arose out of the same occurrence, a joint trial memo was filed by the petitioners and recorded and the two claim petitions were tried jointly. Evidence was recorded in MCOP.No.1698/2025. On the side of the petitioners in both claim applications PW1 & PW2 were examined and Ex.P1 to Ex.P14 was marked. On the side of Respondents R.W.1 are examined and Ex.X1 & Ex.X2 was marked. The 2nd Respondent Insurance company had filed petition U/s.170 MV Act and the same was allowed and permitted to contest on all grounds available to the 1st Respondent is remaining set exparte.

6. POINT NO.1

(1) The case of the petitioner regarding negligence is that on 22.07.2025 at about 20.45 hrs, the petitioner Sneha was riding the Splendor Plus bearing Reg.No.TN-29-BU-4703 along with petitioner Madhu as pillion rider in the extreme left side of the Palacode to Dharmapuri old Bypass road following with all traffic rules and reauctions in a careful manner. When the rider was proceeding Near Papparapatty Piruvu road, at the time a Mahindra pickup Bolero bearing Reg.No.TN-21-BE-3019 was came from Opposite Direction, which was driven by its driver in a rash and negligent manner without minding any traffic rules and regulations with high speed All of a sudden due to the uncontrollable speed the driver of the Mahindra Pickup bolero lost his control and hit against the petitioner's two wheeler and caused the accident. In connection with the accident the Palacode Police has registered a case against the driver of the Mahindra Pickup in CrNo.177/2025 under sec 281, 125(a) of BNS Act, 2023.

(2) On the side of 2nd Respondent denied the manner of the accident. Based on the rival contentions, it could be found that the 2nd respondent had categorically admitted the accident but alleged that it was due to negligence of the petitioner. The tribunal is bound to determine whose negligence is the cause of the accident and the same may be determined on the basis of preponderance of probability. The standard of proof doesn't required proof beyond reasonable doubt. This was held by Hon'ble Supreme Court in **AIR 2019 SC 994 – Sunita -Vs- RSRTC** .

(3) On perusal of the FIR (Ex.P1), it reveals that the same was registered against the driver of the Mahindra pickup bearing Reg.No.TN-21-BE-3019. The petitioner Sneha was examined as PW1. She had deposed that "கடந்த 22.07.2025 ம் தேதி சுமார் 20.45 மணியளவில் நான் TN-29-BU-4703 என்ற இருசக்கர வாகனத்தில் பின்னால் எனது தாயார் மாதுவை அமர வைத்து கொண்டு பாலக்கோடு - தர்மபுரி பழைய பைபாஸ் ரோட்டில் இடது கை ஓரமாக சாலை விதிகளை அனுசரித்து ஓட்டிக்கொண்டு சென்று கொண்டிருந்தேன். நாங்கள் பாப்பாரப்பட்டி பிரிவு ரோடு அருகே சென்ற போது எங்களுக்கு எதிரே TN-21-BE-3019 என்ற பதிவெண் கொண்ட மகேந்திரா பிக்அப் ஓட்டுனர் அதிவேகமாகவும், கவனக்குறைவாகவும், சாலை விதிகளை மதிக்காமலும் ஓட்டி வந்து வேகத்தை கட்டுப்படுத்த முடியாமல் எங்களின் இருசக்கர வாகனத்தின் மீது மோதி விபத்து ஏற்பட்டுவிட்டது." The petitioner's evidence was not tarnished during cross examination.

(4) No eye witness deposed on the side of 2nd respondent to establish the negligence of the petitioner and the petitioner is the victim and eyewitness of the accident. The contention of the petitioner regarding the negligence of the Mahindra pickup bearing Reg.No.TN-21-BE-3019 is established by probable evidence. Therefore, it is concluded that the accident was only due to rash and negligent driving of the driving of the Mahindra pickup bearing Reg.No.TN-21-BE-3019. This point is answered accordingly.

7. POINT NO.2:

(1) The 1st respondent is the owner cum driving of the Mahindra pickup

bearing Reg.No.TN-21-BE-3019 as per the Registration certificate (Ex.P5). As the owner of the offending vehicle, the 1st respondent is vicariously liable to compensate the petitioner. However, the petitioner has produced the Insurance policy (Ex.P6) of the Mahindra pickup bearing Reg.No.TN-21-BE-3019 which was insured with the 2nd respondent. The policy was valid for third party liability from 24.06.2025 to 23.06.2026. The accident occurred on 22.07.2025. The accident was covered by insurance policy. The Mahindra pickup /1st respondent by name of Vinayagam was possessed with valid driving license as could be seen from the Copy of Driving License (Ex.P7). There was no violation of policy terms. Hence, the 2nd respondent is liable to indemnify the 1st respondent for the compensation awarded to the petitioner.

(2) The 2nd respondent's learned counsel submitted that the petitioner Sneha not having driving license hence he has contribute the accident and injury. On the side of petitioner Sneha admitted that he drove the vehicle with out Driving license and the petitioner Sneha not having driving license. It is purely violation of Motor Vehicles Act-1988, prescribes a penalty for violation of safety measures for motor cycle drivers. Hence there is wrongful act that the petitioner has not having driving license hence he has contribute the accident. The petitioner Sneha categorically stated in his evidence that at the time of riding he had wears helmet and that fact has not falsified by the 2nd respondent. Considering all the facts and manner of the accident and abiding by the Hon'ble High Court decision, that the petitioner drove the vehicle without Driving license is wrongful act and there is a contributory

negligence on the part of the claimant and accordingly 10% negligence is fixed on the claimant Sneha . This point is answered accordingly.

8. POINT NO.3

MCOP.No.1698/2025 petitioner Sneha 15% (D/C)

(1) The petitioner has marked Ex.P1 to Ex.P9. The FIR in Crime No.177/2025 is Ex.P1. It reveals that the Mahindra Pickup bearing Regn.No.TN-21-BE-3019 was involved in the accident. The petitioner had sustained injuries could be found from the Discharge summary (Ex.P3), Accident register (Ex.P2) and Wound certificate (Ex.P4). It is proved that the petitioner sustained injuries due to the accident. Hence, the petitioner is entitled for compensation.

(2) The petitioner had claimed Rs.25,00,000/- (Twenty five lakh) under various heads as compensation. The petitioner claimed that she was permanently disabled due to the injuries sustained in the accident. To ascertain the quantum of disability, the petitioner was referred to Medical Board. The Medical Board, after examination of the petitioner had sent the Disability Certificate. The disability certificate (Ex.C1) reveals that the percentage of disability is 15%. As per the Discharge Summary (Ex.P3) issued by Vijay Super Speciality Hospital, Dharmapuri, the petitioner is diagnosed with ' RTA CLOSED PROXIMAL TIBIA FRACTURE RIGHT SIDE WITH CLOSED BIMALLEOLAR ANKLE FRACTURE RIGHT '. Based on the entries made in the discharge summaries and the disability certificate, it reveals that the petitioner had

sustained a said injuries.

(3) The age of the petitioner is mentioned as 23 years in the petition. In the discharge summary dated 25.07.2025 (Ex.P3), the age of the petitioner is mentioned as 23 years. Further, the date of birth of the petitioner is mentioned as 10.05.1973 in the copy of Aadhar card (Ex.P9). The date of accident was 22.07.2025. As on the date of accident, the petitioner was aged 24 years. The petitioner's age was not denied by the 2nd respondent. Therefore, the age of the petitioner is fixed as 24 years.

(4) The petitioner contended that she was working as Doling tailoring work and earned a sum of Rs.20,000/- (Twenty thousand). No documents filed to prove the income. In this regard this court relied upon the decision of our Hon'ble High Court reported in **2014 (1) TN MAC 4598 (Syed Sadiq Vs. United India Insurance Co.Ltd.,** the Hon'ble Supreme Court had taken consideration of the monthly income of a Vegetable vendor during the year 2008 as Rs.6,500/-. Our Hon'ble High Court of Madras in **2019 (1) TNMAC 54, Andal and others Vs. Avinav Kannan** and another was also relied the above Apex Court judgment. So, notional income of the petitioner for the year of 2024 – 2025 would

Inflation Index

Sl.No.	FinancialYear	Cost
1	2022-23	331
2	2023-24	348
3	2024-25	363

Notional Income fixed for the Cost Inflation Index for the year
vegetable vendor i.e Rs.6,500/- during the year 2007-2008 (X)
Cost of Inflation Index for the year

$$\begin{aligned} &\text{Cost of Inflation Index for the year} \\ &= 6500 \times 363 / 129 = 18,290/- \end{aligned}$$

Considering the age and nature of work, her notional income is fixed as Rs.18,000/-. Due to the injuries, the petitioner was unable to doing her regular work minimum for period a month. Hence, loss of income is assessed Rs.18,000/- (Eighteen thousand). Hence Rs.18,000/- (Eighteen thousand) is awarded towards loss of income during the period of recuperation.

(5) The petitioner had sustained the said injury and it is found that the claimant had undergone treatment for 3 days and undergone one surgery. The pain and suffering undergone by the petitioner is enormous. Considering the same, a sum of Rs.50,000/- (Fifty thousand) is awarded towards pain and suffering. Towards extra nourishment, a sum of Rs.20,000/- (Twenty thousand) is awarded. The petitioner would not have moved without help of another person. Hence, towards attender charges for 3 days, a sum of Rs.3,000/- (Three thousand) is awarded.

(6) The petitioner has been assessed with 15% disability as per the disability certificate marked as Ex.C1 given by the Medical Board. In this regard this court relied upon the decision of our Hon'ble High Court of Madras held in,

CMA.No.13 of 2025 DATED : 10.01.2025 Revanth
Kumar ..Vs.. 1. M/S. Sun -X-Concrete India Pvt.Ltd, 2. The
United India Insurence Company Ltd.

In this case the accident had taken place in the year 2025. Hence 15xRs.10,000=Rs.1,50,000/- (One lakh Fifty thousand) is awarded towards compensation for disability.

(7) Considering the injuries sustained by the petitioner the petitioner will have to forgo certain amenities. Hence a sum of Rs.15,000/- (Fifteen thousand) is awarded towards loss of amenities. Petitioner had produced medical bills for a sum of Rs.1,13,405/- (One lakh thirteen thousand four hundred and forty five) and marked as Ex.P8. The 2nd respondent side filed a verification report for medical bills and accepted only for a sum of Rs.1,11,557/- (One lakh eleven thousand five hundred and fifty seven). Hence a sum of Rs.1,11,557/- (One lakh eleven thousand five hundred and fifty seven) is awarded towards compensation for medical bills. Considering the place of accident, place of hospital and possibility of transportation a sum of Rs.5,000/- (Five thousand) is awarded towards transportation expenses and towards damages to cloth a sum of Rs.1,000/- (One thousand) is awarded.

(8) In fine, the amount awarded under different heads are totaled below:-

1	15% Permanent disability	Rs.1,50,000/-
2.	Pain and Sufferings	Rs.50,000 /-
3.	Loss of Amenities	Rs.15,000 /-

4.	Loss of Income	Rs.18,000 /-
5.	Medical bills	Rs.1,11,557/-
6.	Extra Nourishment	Rs.20,000 /-
7.	Attender charge	Rs.3,000 /-
8.	Transportation	Rs.5,000 /-
9.	Damages to cloth	Rs.1,000/-
	Total	Rs.3,73,557/-

Hence the award comes to Rs. 3,73,557/- (Three lakh seventy three thousand five hundred and fifty seven). The same is awarded as compensation. This point is answered accordingly.

9. In the result, the petition is partly allowed as follows:-

(1) The total award amount is a sum of Rs.3,73,557/- (Three lakh seventy three thousand five hundred and fifty seven). 10% contributory negligence is fixed upon the claimant. Hence the 2nd respondent Insurance Company, is liable to pay an 90% of the award amount i.e. **Rs.3,36,201/- (Three lakh thirty six thousand two hundred and one)** to the petitioner herein. The said award amount shall carry the interest at the rate of 7.5% p.a from the date of filing of the petition till the date of deposit excluding the period of dismissal for default if any, and including cost to be paid by the 2nd Respondent.

(2) The 2nd respondent shall pay on behalf of the 1st respondent a sum of 90% **Rs.3,36,201/- (Three lakh thirty six thousand two hundred and**

one) to the petitioner.

(3) As per the decision of Hon'ble Supreme court held in Civil Appeal No.4299/2025 and the direction issued by the Hon'ble High Court of Madras in R.O.C.No.55584/2025/S.C. the petitioner shall pay the balance court fee of within 15 days from the date of this order, failing which the petitioner is not entitled to the interest for the default period.

(4) After the receipt of payment of balance court fee, with in one month the award amount shall be deposited directly into the account standing in the name of the petitioner through his savings account in **Account No.178001000029173, Indian Overseas Bank, District Court branch, Salem (IFSC Code : IOBA0001780)** and the same has to intimate to this Tribunal by way of sending pay advice slip via e-mail **slm.ascmcop2-tn@indiancourts.nic.in**.

Petitioner name	Account Number	Bank Details
Sneha W/o. Gnanasekaran	178001000029173	Indian Overseas Bank, District Court branch, Salem (IFSC Code : IOBA0001780

(5) The Advocate fees is fixed as Rs.9,724 /-.

(6) The petitioner shall intimate the payment of balance court fee to the 2nd respondent by way of service of the acknowledgment of this court immediately.

8. POINT NO.3**MCOP.No.1699/2025 petitioner Madhu 15% (D/C)**

(1) The petitioner has marked Ex.P10 to Ex.P14. The FIR in Crime No.177/2025 is Ex.P1. It reveals that the Mahindra Pickup bearing Regn.No.TN-21-BE-3019 was involved in the accident. The petitioner had sustained injuries could be found from the Discharge summary (Ex.P11), Accident register (Ex.P10) and Wound certificate (Ex.P12). It is proved that the petitioner sustained injuries due to the accident. Hence, the petitioner is entitled for compensation.

(2) The petitioner had claimed Rs.20,00,000/- (Twenty lakh) under various heads as compensation. The petitioner claimed that she was permanently disabled due to the injuries sustained in the accident. To ascertain the quantum of disability, the petitioner was referred to Medical Board. The Medical Board, after examination of the petitioner had sent the Disability Certificate. The disability certificate (Ex.C1) reveals that the percentage of disability is 15%. As per the Discharge Summary (Ex.P11) issued by Vijay Super Speciality Hospital, Dharmapuri, the petitioner is diagnosed with ' RTA CLOSED MEDIAL MALLELOLI FRACTURE LEFT SIDE '. Based on the entries made in the discharge summaries and the disability certificate, it reveals that the petitioner had sustained a said injuries.

(3) The age of the petitioner is mentioned as 52 years in the petition. In the discharge summary dated 25.07.2025 (Ex.P11), the age of the petitioner is mentioned as 50 years. Further, the date of birth of the

petitioner is mentioned as 10.05.1973 in the copy of Aadhar card (Ex.P14). The date of accident was 22.07.2025. As on the date of accident, the petitioner was aged 52 years. The petitioner's age was not denied by the 2nd respondent. Therefore, the age of the petitioner is fixed as 52 years.

(4) The petitioner contended that he was working as a Coolie and earned a sum of Rs.20,000/- (twenty thousand). No documents filed to prove the income. In this regard this court relied upon the decision of our Hon'ble High Court reported in **2014 (1) TN MAC 4598 (Syed Sadiq Vs. United India Insurance Co.Ltd.,** the Hon'ble Supreme Court had taken consideration of the monthly income of a Vegetable vendor during the year 2008 as Rs.6,500/-. Our Hon'ble High Court of Madras in **2019 (1) TNMAC 54, Andal and others Vs. Avinav Kannan** and another was also relied the above Apex Court judgment. So, notional income of the petitioner for the year of 2024 – 2025 would

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Notional Income fixed for the Cost Inflation Index for the year
vegetable vendor i.e Rs.6,500/- during the year 2007-2008 (X)
Cost of Inflation Index for the year

Cost of Inflation Index for the year

= 6500 x 363 / 129 = 18,290/-

Considering the age and nature of work, his notional income is fixed as Rs.18,000/-. Due to the injuries, the petitioner was unable to doing his regular work minimum for period of a month. Hence, loss of income is assessed Rs.18,000/- (Eighteen thousand). Hence Rs.18,000/- (Eighteen thousand) is awarded towards loss of income during the period of recuperation.

(5) The petitioner had sustained the said injury and it is found that the claimant had undergone treatment for 3 days and undergone one surgery. The pain and suffering undergone by the petitioner is enormous. Considering the same, a sum of Rs.50,000/- (Fifty thousand) is awarded towards pain and suffering. Towards extra nourishment, a sum of Rs.20,000/- (Twenty thousand) is awarded. The petitioner would not have moved without help of another person. Hence, towards attender charges for 3 days, a sum of Rs.3,000/- (Three thousand) is awarded.

(6) The petitioner has been assessed with 15% disability as per the disability certificate marked as Ex.C1 given by the Medical Board. In this regard this court relied upon the decision of our Hon'ble High Court of Madras held in,

**CMA.No.13 of 2025 DATED : 10.01.2025 Revanth
Kumar ..Vs.. 1. M/S. Sun -X-Concrete India Pvt.Ltd, 2. The
United India Insurance Company Ltd.**

In this case the accident had taken place in the year 2025. Hence 15xRs.10,000=Rs.1,50,000/- (One lakh fifty thousand) is awarded

towards compensation for disability.

(7) Considering the injuries sustained by the petitioner the petitioner will have to forgo certain amenities. Hence a sum of Rs.15,000/- (Fifteen thousand) is awarded towards loss of amenities. Petitioner had produced medical bills for a sum of Rs.56,400/- (Fifty six thousand and four hundred) and marked as Ex.P13. The 2nd respondent side filed a verification report for medical bills and accepted only for a sum of Rs.56,548/- (Fifty six thousand five hundred and forty eight). Hence a sum of Rs.56,548/- (Fifty six thousand five hundred and forty eight) is awarded towards compensation for medical bills. Considering the place of accident, place of hospital and possibility of transportation a sum of Rs.5,000/- (Five thousand) is awarded towards transportation expenses and towards damages to cloth a sum of Rs.1,000/- (One thousand) is awarded.

(8) In fine, the amount awarded under different heads are totaled below:-

1	15% Permanent disability	Rs.1,50,000/-
2.	Pain and Sufferings	Rs.50,000/-
3.	Loss of Amenities	Rs.15,000 /-
4.	Loss of Income	Rs.18,000 /-
5.	Medical bills	Rs.56,548 /-
6.	Extra Nourishment	Rs.20,000 /-
7.	Attender charge	Rs.3,000 /-
8.	Transportation	Rs.5,000 /-

9.	Damages to cloth	Rs.1,000/-
	Total	Rs.3,18,548/-

Hence the award comes to **Rs. 3,18,548/- (Three lakh eighteen thousand five hundred and forty eight)**. The same is awarded as compensation. This point is answered accordingly.

11. In the result, the petition is partly allowed as follows:-

(1) The Petitioner is awarded **Rs. 3,18,548/- (Three lakh eighteen thousand five hundred and forty eight)** together with interest at 7.5% per annum from the date of petition till the date of deposit excluding the period of dismissal for default if any, and including cost to be paid by the 2nd Respondent.

(2) The 2nd respondent shall pay on behalf of the 1st respondent a sum of **Rs.3,18,548/- (Three lakh eighteen thousand five hundred and forty eight)** to the petitioner.

(3) As per the decision of Hon'ble Supreme court held in Civil Appeal No.4299/2025 and the direction issued by the Hon'ble High Court of Madras in R.O.C.No.55584/2025/S.C. the petitioner shall pay the balance court fee of within 15 days from the date of this order, failing which the petitioner is not entitled to the interest for the default period.

(4) After the receipt of payment of balance court fee, with in one month

the award amount shall be deposited directly into the account standing in the name of the petitioner through his savings account in **Account No.178001000029174, Indian Overseas Bank, District Court branch, Salem (IFSC Code : IOBA0001780)** and the same has to intimate to this Tribunal by way of sending pay advice slip via e-mail **slm.ascmcop2-tn@indiancourts.nic.in**.

Petitioner name	Account Number	Bank Details
Madhu, W/o.Selvam	178001000029174	Indian Overseas Bank, District Court branch, Salem (IFSC Code : IOBA0001780)

(5) The Advocate fees is fixed as Rs.9,371/-.

(6) The petitioner shall intimate the payment of balance court fee to the 2nd respondent by way of service of the acknowledgment of this court immediately.

Dictated to the Steno-Typist directly and typed by her directly in the chamber system, corrected and pronounced by me in the open court, this the 29th day of July 2026.

Motor Accident Claims Tribunal Judge/
Special Sub-Judge No.II, Salem.

MCOP No.1698/2025 Cost memo – List

List cost memo in petitioner side	Amount Rs.	
1. Court fee	2735	00
2. Stamp amount of Vakalathnama	10	00
3. Court fee affixed on documents	45	00
4. Advocate Fees	9724	00
5. Notice and batta expenses	60	00
6. Typing charges	100	00
Total	12,674	00

MCOP No.1699/2025 Cost memo – List

List cost memo in petitioner side	Amount Rs.	
1. Court fee	2558	00
2. Stamp amount of Vakalathnama	10	00
3. Court fee affixed on documents	25	00
4. Advocate Fees	9371	00
5. Notice and batta expenses	60	00
6. Typing charges	100	00
Total	12,124	00

ANNEXURE : I**Claimant's side witnesses :**

P.W.1	Sneha, Claimant
P.W.2	Madhu, Claimant

Claimant's side Exhibits :

Ex.P1	FIR
Ex.P2	Accident register
Ex.P3	Discharge summary
Ex.P4	Wound Certificate
Ex.P5	Registration certificate (TN-21-BE-3019)
Ex.P6	Insurance copy
Ex.P7	Driving license (TN-21-BE-3019)
Ex.P8	Medical Bills
Ex.P9	Aadhar Card of Claimant
Ex.P10	Accident register
Ex.P11	Discharge summary
Ex.P12	Wound Certificate
Ex.P13	Medical Bills
Ex.P14	Aadhar Card of PW2

Respondents side witnesses :

S.No.	Witness
RW1	Sampath, Sub-Inspector of Police, Palacode P.S.

Respondents side Exhibits :

S.No.	Description	Nature
Ex.X1	Rough Sketch	Xerox
Ex.X2	MVI Report	Xerox

Court's Exhibit :

Ex.C1 - Disability Certificate (PW1)
Ex.C1 - Disability Certificate (PW2)

Motor Accident Claims Tribunal Judge/
Special Sub-Judge No.II, Salem.

FAIR / DRAFT ORDER

MCOP No.1698, 1699/2025

DATE: 29.07.2026