

IN THE COURT OF THE MOTOR ACCIDENT CLAIMS TRIBUNAL
(SPECIAL SUBORDINATE JUDGE COURT) - ERODE

PRESENT: TMT. V.SREE VIDYA, M.L.,
SPECIAL SUBORDINATE JUDGE

Monday the 11th day of November – 2024

(Thiruvalluvarandu 2055 – Kurothi Varudam – Iyppasi Thingal 25th day)

M.C.O.P No.268/2023

CNR No.TNED18-0000375-2023

(a)	Name and address of the claimant/Petitioner (s)	Santhosh, S/o.Subramani, aged 18 years, is residing at No.201, Jeeva Nagar, 1 st Street, Sevanthampalayam, Muthanampalayam, Tiruppur.
(b)	Name and address of the respondent (s)	1.Abdul Kalam, S/o.Abdul Kani, residing at No.21, Muthalipalayam Housing Unit, Muthalipalayam, Tiruppur. 2.Dhanalakshmi, W/o.Rajagopal, residing at No.2/752, Thanthai Periyar Colony, Kanakkampalayam, Tiruppur – 641 666. 3.Magma HDI General Insurance Company Limited, rep by its Manager, having office at 1510, 2 nd Floor, SRI Complex, Tirchy Main Road, Coimbatore – 641 018. 4.Magma HDI General Insurance Company Limited, rep by its Manager, having office at 24/1, 1 st Floor, Poosari Chennimalai Street, Erode – 638 009.
(c)	Name and address of the Insurance Company	1.Magma HDI General Insurance Company Limited, rep by its Manager, having office at 1510, 2 nd Floor, SRI Complex, Tirchy Main Road, Coimbatore – 641 018. 2.Magma HDI General Insurance Company Limited, rep by its Manager, having office at 24/1, 1 st Floor, Poosari Chennimalai Street, Erode – 638 009.

(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 petitioner	09.06.2023
(f)	Date of award	11.11.2024
(g)	Amount of Award	Rs.5,11,000/-
(h)	Interest rate applicable	7.5% per annum
(i)	Date (s) from which interest is payable	09.06.2023
(j)	Costs, if any	1. Stamp on Vakalath – Rs. 10.00 2. Stamp for documents – Rs. 40.00 3. Stamp for Batta Memo – Rs. 138.00 4. Preparation of batta memo –Rs. 10.00 5. Court Fee Paid - Rs. 650.00 6. Balance Court Fee to be paid-Rs.3,833/- 7. Proportionate Cost – Rs.16,791/- 8. Advocate Fee -Rs.12,110/-
(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 3 rd and 4 th respondents is directed to deposit the award amount of Rs.5,11,000/- with interest at the rate of 7.5% p.a from the date of presentation of the petition till the date of realization. The entire amount shall be deposited within 30 days from the date of order.
(l)	In cases where there are several claimants, the shares and amounts payable to each of them shall be specified.	The petitioner is entitled with proportionate interest and cost
(m)	The mode and manner of deposit of compensation	The 3 rd and 4 th respondents is are directed to deposit the award amount with interest and cost to deposit the award amount to the credit of the “MACT” Special Subordinate Judge, which is the Bank Account of this claim Tribunal specially being maintained for this purpose at State Bank of India town

		branch Erode – 638 011, Virtual Account No. SSJERDMAGMA268OF2023 and IFSC Code – SBIN0004266 directly by NEFT (or) RTGS mode
(n)	The mode and manner of disbursement	The petitioner shall be permitted to withdraw the entire amount on its deposit, as the case is pending from 2023.
(o)	Period of default to which the petitioner are not entitled for interest, if any	Nil
(p)	Balance of Court fee	The petitioner is directed to pay the Court fee of Rs.3,833/- before the court within 10 days from the date of this order. It is also held that the petitioner/claimant shall not be entitled to withdraw the sum deposited as per the Award till the balance of court fee is deposited.

Santhosh

.....Petitioner

//Vs//

1. Abdul Kalam
2. Dhanalakshmi
3. Magma HDI General Insurance Company Limited, Coimbatore.
4. Magma HDI General Insurance Company Limited, Erode.

.....Respondents

This petition was coming up for final hearing before me on 06.11.2024 in the presence of Thiru.R.Rathinavelu, Advocate for the petitioner and respondents are set exparte and hearing upon the petitioner and perusing the connected records and having stood over till this day for consideration, this tribunal made the following,

ORDER

This Petition filed on 09.06.2023 u/s 166 of Motor Vehicle Act, 1988, claiming compensation for a sum of Rs.10,00,000/- with subsequent interest and

MCOP.No.268/2023 in SSJ, Erode, Dated:11.11.2024
(SSJERDMAGMA268OF2023)

cost in connection with the injuries sustained by the petitioner in a Motor vehicle accident.

1) The brief averments of the petition is as follows:

According to the petitioner, he sustained injuries in a road accident on 11.11.2022 at about 09.30 A.M, when the petitioner was riding in the bike bearing registration No.TN 42 Y 1728 on Sidco Main gate to NIFT -TEA College Road, from west to east direction, near Sidco Ashwin Nitting Company. At that time the 1st respondent driven by vehicle bearing Reg.No.TN 39 CQ 7059 came from same direction, in a rash and negligent manner, without adhering the traffic rules and regulations and dashed the petitioner. Due to forceful hit the petitioner fell down on the road and has sustained severe head injury and grievous injuries all over the body. Soon after the accident, the petitioner was brought to LG Hospital, Tiruppur where he took treatment as an inpatient. The petitioner was aged about 18 years at the time of the accident and hale and healthy. The Petitioner was 1st Year Bsc., Computer Science Student and also working as a part time labor in private company and earning Rs.15,000/- per month. The 1st respondent being driver 2nd respondent being owner and 3rd and 4th respondents being insurer of the offending vehicle bearing registration No.TN 39 CQ 7059 are jointly and severally liable to pay compensation of Rs.10,00,000/-to the petitioner for the injuries sustained by him.

2) The respondents are set exparte

3) The points for consideration:

- 1) Whether the injuries sustained by the petitioner was due to the rash and negligent driving of the 1st respondent ?
- 2) Whether the respondents are jointly and severally liable to pay the compensation to the petitioner ?

- 3) What is the quantum of compensation, the petitioner is entitled to?
- 4) To what other relief ?

4) On the side of the Petitioner, P.W.1 was examined and Ex.P1 to Ex.P10 marked.

5)Whether the injuries sustained by the petitioner was due to the rash and negligent driving of the 1st respondent ?

5(a) It is the dictum of our Hon'ble Apex Court in "**Bimla Devi and others Vs. Himachal Road Transport Corporation and others, reported in (2009) 13 SC 530**", "the strict proof of an accident in a particular manner by the particular vehicle may not be possible to be done by the claimants and the claimants are merely to establish their case on the touchstone of preponderance of probability and the standard of proof beyond reasonable doubt could not have been applied". On this context, it is necessary to decide whether the accident occurred due to the rash and negligent driving of respondent herein. The petitioner has examined himself as PW1. As per the evidence of PW1, he sustained injuries in road accident occurred on 11.11.2022 at about 09.30 A.M., on Sidco Main gate to NIFT -TEA College Road, near Sidco Ashwin Nitting Company. According to the petitioner, the accident occurred due to the rash and negligent driving of the 1st respondent, who drove the vehicle bearing registration No.TN 39 CQ 7059.

5(b) On the basis of the complaint with respect of the accident, Ex.P1 FIR was registered by Uthukuli Police Station, Tiruppur District in Crime No.407/2022 u/s. 279 and 337 IPC. In Ex.P1 FIR, the driver of Pulsar Motorcycle bearing registration No.TN 39 CQ 7059 is shown as accused. After the registration of Ex.P1 FIR, the investigating officer also visited the place of occurrence and prepared Ex.P3 Rough Sketch, Ex.P2 Observation Mahazar. The vehicles involved the accident also sent to motor vehicle inspector for inspection and Ex.P4, Ex.P5 motor vehicle reports states that the accident not occurred due to the mechanical defect of

the vehicles. As per Ex.P7 wound Certificate, the petitioner has sustained grievous injuries. After the investigation, the investigating officer lodged Ex.P8 Charge sheet under section 279,338 IPC against the 1st respondent.

5(c) When the Charge sheet was filed against the respondent, it is pertinent to note that the 1st respondent being a driver, 2nd respondent being owner, 3rd and 4th respondents being insurer of the Pulsar motorcycle bearing registration No.TN 39 CQ 7059 of the vehicle, **not chosen to contest the case and remained exparte.** The respondents have not come forward to contradict the evidence of P.W.1 and disprove the negligence as stated against the respondent. This court is of considered opinion that the evidence of P.W.1 remains unchallenged and the rash and negligent driving of respondent, who is the driver of Pulsar motorcycle bearing registration No.TN 39 CQ 7059 is liable for the accident. I answer this point accordingly.

6) Point No:2 Whether the respondents are jointly and severally liable to pay the compensation to the petitioner ?

Already this tribunal has concluded that the 1st respondent who rode the Pulsar motorcycle bearing registration No.TN 39 CQ 7059 and caused the accident due to his rash and negligent riding. Admittedly the 1st respondent being driver and 2nd respondent being owner 3rd and 4th respondents being insurer of the offending the Pulsar motorcycle bearing registration No.TN 39 CQ 7059 for the offending vehicle namely the Pulsar motorcycle bearing registration No.TN 39 CQ 7059 have not denied the insurance coverage for the offending vehicle namely the Pulsar motorcycle bearing registration No.TN 39 CQ 7059 and the valid vehicle driving license of the 1st respondent driver is not produced, and hence this tribunal would infer that the first respondent does not have a valid vehicle driving license. This amounts to a violation of the policy held by the 3rd and 4th respondents., with the 2nd respondent.,

Also in **United India Insurance Company Ltd Vs. S.Saravanan,2009 (2)**

TN MAC 103 (DB) held that not possessing a valid vehicle driving license by the rider, though would be a breach of policy condition, directed the insurer to pay and then recover, the Hon'ble Supreme Court in a subsequent decision in **National Insurance Co. Ltd., Vs. Parvathneni and another, 2009 (4) CTC 798** has referred the question as to whether such principle of pay and recover could be ordered, that the Division Bench in **United India Insurance Company Ltd Vs. S.Saravanan**, referred supra, has considered all the recent decisions of the Hon'ble Supreme Court on the point and held that the insurer has to pay and subsequently recover. **Hence, the 3rd and 4th respondents being insurance company of the offending vehicle is directed to compensate the petitioner and recover from the same from respondents 2 by filing execution petition only and not a separate suit.** I answer this point accordingly.

7) Point No.3: What is the quantum of compensation, the petitioner is entitled to?

7(a) **Restitutio ad integrum** or **restitutio in integrum** is a Latin term which means restoration to original condition. It is one of the primary guiding principles behind the awarding of damages in common law negligence claims. With respect to just Compensation to be awarded to the victims of motor vehicle accidents, it is necessary to follow “**2010 (2) TN MAC 581 (SC) : 2011 (1) SCC 343, Rajkumar /Vs/ Ajay Kumar and another,**”, wherein it was held, “The provision of the Motor Vehicles Act, 1988 makes it clear that the award must be just, which means that compensation should, to the extent possible, fully and adequately restore the Claimant to the position prior to the accident. The object of awarding damages is to make good the loss suffered as a result of wrong done as far as money can do so, in a fair, reasonable and equitable manner. It is also upheld in “**AIR 1970 SC 376, C.K.Subramonia Iyer /Vs/ Kunhikuttan Nair**”, that a person is not only to be compensated for the physical injury, but also for the loss which he suffered as a

result of such injury. This means that he is to be compensated for his inability to lead a full life, his inability to enjoy those normal amenities which he would have enjoyed but for the injuries, and his inability to earn as much as he used to earn or could have earned. Thus, the Compensation should be reasonably sufficient so that it equips the victim to return to their normal life to the maximum possible extent.

7(b) The right of the victim of a road accident to claim compensation is a statutory one. He is a victim of an unforeseen situation. He has suffered owing to wrongdoing of others. A person suffering grievous bodily injury may require money for his survival/medical treatment. Statutory compensation paid to the next of kin of the victim of an accident may, thus, bring to a large number of families the only ray of light at the end of the tunnel. In other words, what would also be covered by the contract of insurance vis-à-vis the beneficent statutory provisions like sub-section (2) [sic (1)] of Section 149 of the said Act would be when a death or bodily injury has been caused as a result of the assured's own voluntary act. Even an unforeseeable result of the assured's deliberate act may come within the purview of the accident. Even if an accident has occurred due to negligent driving of the assured person, it may not prevent recovery under the policy and certainly thereby a third party would not be non-suited.

7(c) In **“Nagappa Vs Gurudayal Singh and Others”** reported in **“2003 (2) SCC 274”** Honourable Apex court has observed that compensation to a victim of a motor vehicle accident or in case of a fatal accident to the legal representatives is awarded under two heads, namely, Special damages which are suffered by the victim or the legal representatives and General damages which include compensation for pain and sufferings, loss of amenities, earning capacity and prospective expenses including expenses for medical treatment. With regard to the first part of the damages, that is, special damages suffered by the victim or the legal representative, it can be easily proved on the basis of the evidence which is in

possession of the claimant. The purpose to compensate the victims is that he may not be suddenly deprived of source of the maintenance and as far as possible he may be provided with the means as were available to him before the accident took place. As pointed out in **“1988 (3) All ER. 870 Hodgson /vs/ Trapp and Another,”** "The basic rule is that it is the net consequential loss and expense which the Court must measure, it, in consequence of the injuries sustained, the plaintiff has enjoyed receipts to which he would not otherwise have been entitled, prima facie, those receipts are to be set against the aggregate of the plaintiff's losses and expenses in arriving at the measure of his damages. All this is elementary and has been said over and over again. To this basic rule there are of course, certain well established, though not always precisely defined and delineated, exceptions. It is the rule which is fundamental and axiomatic and exceptions to it which are only to be admitted on grounds which clearly justify their treatment as such" Hence it is clear that the deductions are admissible from the amount of compensation in case the claimant receives the benefit as a consequence of injuries sustained, which otherwise he would not have been entitled to.

7(d) However, with regard to the second part general damages/compensation, it would be a matter of conjectures depending on number of imponderables. Moreover, in **“R.D.Hatangadi Vs Press Control (India) Pvt Ltd reported in (1995) 1 SCC 551”** Honourable Apex Court has held that while fixing an amount of compensation payable to a victim of an accident, the damages have to be assessed separately as pecuniary and special damages. Pecuniary damages are those which the victim has actually incurred and which is capable of being calculated in terms of money-, whereas non-pecuniary damages are those which are incapable of being assessed by arithmetical calculations. In order to appreciate two concepts pecuniary damages may, include expenses incurred by the claimant : (i) medical attendance; (ii) loss of earning of profit up to the date of trial; (iii) other material

loss. So far non-pecuniary damages are concerned, they may include (i) damages for mental and physical shock, pain suffering, already suffered or likely to be suffered in future; (ii) damages to compensate for the loss of amenities of life which may include a variety of matters i.e. on account of injury the claimant may not be able to walk, run or sit; (iii) damages for the loss of expectation of life, i.e. on account of injury the normal longevity of the person concerned is shortened; (iv) inconvenience, hardship, discomfort, disappointment, frustration and mental stress in life.

7(e) In the light of the guidelines of our Honourable Apex Court, this Tribunal has to assess the compensation that has to be awarded to the claimant/petitioner herein. On perusal of the petition, the petitioner has claimed compensation for sum of Rs.10,00,000/- for the injuries sustained by him in the accident. As per the Guidelines, this Tribunal decides the quantum of compensation to be awarded to the petitioner under the following heads.

1) Loss of earnings 2) Transport to Hospital 3) Extra Nourishment 4) Attender Charge 5) Future medical Expenses 6) Damages to clothing and articles 7) Medical Expenses 8) Compensation for Pain & suffering 9) Permanent Disability 10) Loss of earning Power.

9) 1) LOSS OF EARNINGS :

The petitioner has claimed a compensation for a sum of Rs.2,16,000/- as Loss of earnings. In the accident, the petitioner sustained bone fracture and grievous injuries and was admitted in LG Hospital, Tiruppur from 11.11.2022 to 16.11.2022, which is corroborated through Ex.P10 Discharge Summary. As per the averments in the petition, the Petitioner was 1st Year B.Sc., Computer Science Student, and also working as a part time labour in private Company and earned Rs.15,000/- per month. He has not produced any documents to corroborate the same. He has not produced any document to prove his income. This being so, the

petitioner has not examined any witness. Hence at this juncture, this tribunal has only decide the income of the petitioner through notional income by following the dictum in "**Andal and Two others/Vs/Avinav kannan and Two others**". The petitioner was aged about 18 years at the time of accident, which is not disputed by the respondent. Considering his age and place of residence, his notional income is fixed as Rs.15,000/- per month. As per the available records, the petitioner was inpatient at LG Hospital, Tiruppur for nearly 6 days and thereafter took treatment inpatient. As per Ex.P10 Discharge Summary, the petitioner has sustained fracture neck of right humerus, with fracture dislocation of right shoulder joint with avulsion injury supraspinatus and infraspinatus and considering the injury and the time taken to heal the injury sustained in the accident, the petitioner ought to have lost earning for at least for a period of 4 months. Hence, the petitioner is entitled for compensation for loss of earnings and it is calculated to the sum of **(Rs.15,000/- x 6) = Rs.90,000/-**.

2) **TRANSPORT TO HOSPITAL** :

The petitioner has claimed a compensation for a sum of Rs.1,50,000/- as Transport to Hospital. As per Ex.P1 FIR, the accident took place from Sidco Main gate to NIFT -TEA College Road, near Sidco Ashwin Nitting Company. The petitioner is a resident of Jeeva Nagar, 1st Street, Sevanthampalayam, Tiruppur District. After the occurrence, the petitioner took LG Hospital, Tiruppur was admitted as inpatient. Considering the place of accident, the residence of the petitioner and the location of the Hospital, this Tribunal comes to a conclusion that a sum of **Rs.10,000/-** will be appropriate to be awarded for Transport to Hospital.

3) **EXTRA NOURISHMENT** :

The petitioner has claimed a compensation for a sum of Rs.5,00,000/- as Extra Nourishment. From Ex.P10 Discharge Summary, it could be ascertained that the petitioner took treatment as inpatient. The petitioner ought to have consumed an

extra nourishment for quick recovery for the injuries sustained in the accident. Obviously extra nourishment is a must for patient for recovery and health. Considering the nature of injuries and duration of treatment in hospital and later care at home, this tribunal comes to a conclusion that a sum of **Rs.15,000/-** will be appropriate to be awarded for Extra Nourishment.

4) ATTENDER CHARGES :

The petitioner has claimed a compensation for a sum of Rs.2,50,000/- as Attender Charges. The petitioner took treatment as inpatient in hospital. No doubt, every patient in the hospital needs an attender to take care of. Considering the injuries, the petitioner is in need of an attender to take care of this petitioner even after discharge from the hospital. The petitioner was inpatient and considering the condition of the petitioner, attender was needed atleast for a month. This tribunal comes to a conclusion that a sum of **Rs.20,000/-** will be appropriate to be awarded for Attender Charges.

5) FUTURE MEDICAL EXPENSES :

The petitioner has claimed a compensation for a sum of Rs.5,50,000/- as Future Medical Expenses. The doctor who treated the petitioner was not examined, who is the competent witness to speak about the future medical expenses by way of removal of implants fixed to the petitioner during surgery. Whether the same has to be removed or not cannot be decided by the tribunal unless an Expert gives opinion. As per the dictum in “National Insurance Company Limited /VS/ Malliga 2013 (1) TN MAC 858,” in the absence of evidence showing that the injured has to undergo future treatment, award of compensation under Future Medical Expenses will not arise.

6) DAMAGES FOR CLOTHES AND ARTICLES :

The petitioner has claimed a compensation for a sum of Rs.5,000/- as Damages for Clothes and Articles. But the petitioner has not contended what

damages she has met out in the accident. But obviously the petitioner's clothes and articles ought to have been damaged in the accident. Hence, this tribunal comes to a conclusion that a sum of **Rs.5,000/-** will be appropriate to be awarded for Damages for Clothes and Articles.

7) MEDICAL EXPENSES :

The petitioner has claimed a compensation for a sum of Rs.15,50,000/- as medical expenses. As per Ex.P10 Discharge summary, the petitioner has sustained fracture neck of right humerus, with fracture dislocation of right shoulder joint with avulsion injury supraspinatus and infraspinatus. The petitioner was admitted in LG Hospital, Tiruppur and took treatment as inpatient and has produced the bills under below exhibits.

S.No.	Exhibits	Amount in Rs.
1.	Ex.P9	1,40,974.00
Total		1,40,974.00

Hence, this tribunal comes to a conclusion that a sum of **Rs.1,40,974/-** and rounded off to **Rs.1,41,000/-** will be appropriate to be awarded for Medical Expenses.

8) PAIN AND SUFFERINGS :

The petitioner has claimed a compensation for a sum of Rs.3,00,000/- as Pain and sufferings. The petitioner has sustained bone fracture and grievous injuries, which cannot be compensated in terms of money. Not only the Physical pain but also the mental agony felt by the petitioner cannot be described in words and can only be felt. As per the dictum in “**2017 (1) TNMAC 238, United India Insurance Company /VS/ Venkatesan and another**” it was held that when a claimant underwent 4 surgeries and even now taking treatment, the Hon'ble High Court

enhanced the compensation under the head of pain and suffering at the rate of Rs.45,000/- for each surgery. In the present case on hand, the claimant is not taking treatment at present and hence the Tribunal considering the pain and suffering incurred by an accident victim, a sum of **Rs.50,000/-** will be appropriate to be awarded for pain and suffering.

9) PERMANENT DISABILITY 10) LOSS OF EARNING POWER:

According to the petitioner, he has claimed a sum of Rs.15,00,000/- as Compensation for Permanent disability and loss of earning power. As per Ex.C1, 30% Disability was mentioned by District Medical Board, Erode. On the side of the respondents, it was argued that the disability percentage given to the petitioner is exaggerated and the tribunal cannot assess 30% Disability for the Petitioner. Whereas, the Ex.C1 Disability Certificate was marked by consent and of respondent and I hold there is nothing to suspect the Ex.C1 is a genuine document. On the side of the respondent it was argued that the tribunal cannot assess 30% as disability. It is only a Permanent disability not affecting the petitioner's work, but at the same time that may definitely diminish the working power to petitioner. On the other hand it cannot be presumed that he is completely disabled to do any work, rather his functional has been reduced. The petitioner has not proved that he suffered functional disability and hence, he is not entitled to compensation by applying multiplier method. Hence considering the present physical condition of petitioner and the Medical reports this tribunal concludes the disability of the petitioner is 30% disability. Hence, the tribunal hereby relies upon **“TNMAC 2020(1) Page.No.617 Chinnathambi VS Deepa and one another”** wherein Disability and Loss of earning Power is assessed by following **Rs.5,000/-** per percentage of disability from the year 2016. Keeping in view dictum of Hon'ble High Court to increase the amount per percentage this court would grant **Rs.6,000/-**

per percentage this year. Hence, the compensation is assessed towards loss of earning capacity as follows;

Rs.6000/- X 30 (disability percentage) which comes Rs.1,80,000/-

Headings			Amount in Rs.
1)	Loss of Earnings	-	90,000
2)	Transport to Hospital	-	10,000
3)	Extra nourishment	-	15,000
4)	Attender Charges	-	20,000
5)	Future Medical Expenses	-	Nil
6)	Damages for Clothes and Articles	-	5,000
7)	Medical Expenses	-	1,41,000
8)	Pain and sufferings	-	50,000
9)	Permanent Disability & Loss of Earning Power	-	1,80,000
	Total	-	5,11,000

9) a) In the result, this petition **MCOP.268/2023** is allowed in part with proportionate cost and the petitioner is awarded compensation for a sum of **Rs.5,11,000/- (Rupees Five Lakhs and Eleven Thousand only)** together with interest at the rate of 7.5% per annum from the date of the petition till the notice of deposit given to the petitioner, payable by the 3rd and 4th respondents behalf of the 2nd respondent. **Hence, the 3rd and 4th respondents being insurance company of the offending vehicle is directed to compensate the petitioner and recover from the same from respondents 2 by filing execution petition only and not a separate suit.**

b) The petitioner is not entitled for any interest for the period of default if any,

- c) The 3rd and 4th respondents are hereby directed to deposit the award amount to the credit of the “MACT” Special Subordinate Judge, which is the Bank Account of this claim Tribunal specially being maintained for this purpose at **State Bank of India town branch Erode – 638 011, Virtual Account No. SSJERDMAGMA268OF2023 and IFSC Code – SBIN0004266 directly by NEFT (or) RTGS mode**
- d) **The 3rd and 4th respondents are insurance company are directed** to submit a letter to this claim Tribunal enclosing a copy of the Bank advise in prescribed format as directed by the Honourable High Court in the Judgement reported in 2016 (3) CTC page 128
- e) The petitioner is entitled to withdraw entire award amount with accrued interest and cost, after filing necessary application
- f) The award amount to be transferred to the Bank Account of the petitioner directly from the Tribunal's “MACT” Bank Account on production of bank pass book and verification.
- g) The petitioner is directed to pay the deficit court fee within ten days
- h) The petitioner's Counsel fee is fixed as **Rs.12,110/- (Rupees Twelve Thousand One Hundred and Ten Only).**
- i) Following the judgment of the Hon'ble High Court of Madras in M/s.Cholamandalam MS General Insurance Co., Ltd., Vs.Ayyanar & Other 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.

This order is directly dictated to the Steno typist by me and directly typed by her in the computer and corrected and pronounced by me in the open court, this the 11th day of November 2024.

Special Subordinate Judge,
Special Subordinate Court
(to deal with M.C.O.P. cases)
Erode.

List of witnesses

Petitioner's side:-

P.W. 1 – Santhosh

Respondents side:-

..Nil..

List of Documents

Petitioner's side:-

SL.No.	Date	Particulars	Nature
Ex.P1	12.11.2022	F.I.R.	Certified Copy
Ex.P2	-	Observation Mahazar	Certified Copy
Ex.P3	-	Rough Sketch	Certified Copy
Ex.P4	15.11.2022	M.V.I.Report(TN 39 CQ 7059)	Certified Copy
Ex.P5	15.11.2022	M.V.I.Report (TN 42 Y 1728)	Certified Copy
Ex.P6	-	Accident Register	Certified Copy
Ex.P7	-	Wound Certificate	Certified Copy
Ex.P8	10.01.2023	Final Report	Certified Copy

Ex.P9	-	Hospital Bills	Original
Ex.P10	-	Discharge Summary	Original

Respondents side:-

...Nil...

Special Subordinate Judge,
Special Subordinate Court
(to deal with M.C.O.P. cases)
Erode.

FAIR ORDER
MCOP No.268/2023
11.11.2024
Spl. Sub.Court, Erode

DRAFT ORDER

MCOP No.268/2023

11.11.2024

Spl. Sub.Court, Erode