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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.08.2026

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

CMA No. 3891 of 2025 and CMA No. 1202 of 2026

and

CMP No. 11728 of 2026

CMA No. 3891 of 2025

S.Kumar

S/o.Sambantham

Appellant(s)

Vs

1. J.Santhi

W/o.Jayasankar

2.United India Insurance Co. Ltd.,
Regional Office, TP Claims Hub,
Silingi Buildings, New No.134, Old
No.40-42, Greams Road,
Chennai - 600 006.

Respondent(s)

PRAYER

Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988,, to enhance the compensation in MCOP No.5532 of 2022, dated 10.09.2025 on the file of the Motor Accidents Claims Tribunal in the IV Court of Small Causes, Chennai.

For Appellant(s): R.Mohan Babu

For Respondent(s) : Mr.D.Bhaskaran for R2

**CMA No. 1202 of 2026**

1. M/s United India Insurance
Company Ltd.,
Regional Office, TP Claims Hub,
Silingi Buildings, New No.134, Old
No.40-42, Greams Road,
Chennai 600 006.

Appellant(s)

Vs

1. S.Kumar
S/o S.Sambantham

2.J Santhi
W/o Jayasankar,

3.ICICI Lombard General Insurance
Company Ltd.,
Insurance Company Ltd, 1st Floor,
Arihant Plaza, 84/85. Walltax Road,
Chennai 3

Respondent(s)

PRAYER

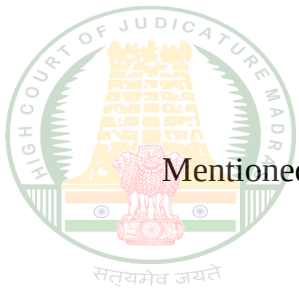
Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, against the award and decree dated 10.09.2025 made in MCOP.No.5532 of 2022 on the file of the Motor Accident Claims Tribunal (In the IV Court of Small Causes), Chennai

For Appellant(s): Mr.D.Bhaskaran

For Respondent(s): M.J.Michael Visuvasam
for Mr.R.V.Sivaraj
for R3

COMMONJUDGMENT

Today, the above matters are listed under the caption "For Being



Mentioned" at the instance of the learned counsel for the petitioner.

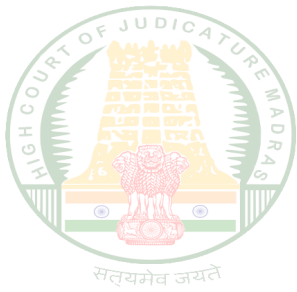
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The learned counsel for the petitioner submitted that there are some typographical errors in the order of this Court dated 30.07.2026 in CMA Nos.3891 of 2025 and 1202 of 2026 in Paragraph No.11 and 12. Hence, the Paragraph No.11 and 12 shall be replaced as follows :-

11.In the light of the above discussion, the compensation fixed by the Tribunal is modified as follows:

Compensation awarded under the head	Amount (in Rs.)
<i>Loss of Income</i>	<i>1,32,000/-</i>
<i>Disability</i>	<i>4,10,000/-</i>
<i>Medical Expenses</i>	<i>5,000/-</i>
<i>Transportation</i>	<i>5,000/-</i>
<i>Extra Nourishment</i>	<i>30,000/-</i>
<i>Damages to clothing and articles</i>	<i>1,000/-</i>
<i>Pain and Sufferings</i>	<i>75,000/-</i>
<i>Attender Charges</i>	<i>25,500/-</i>
<i>Loss of amenities</i>	<i>25,000/-</i>
Total	7,08,500/-
:	

12.The compensation awarded by the Tribunal at Rs.5,61,500/- is enhanced to Rs.7,08,500/- The 2nd respondent/Insurance Company is directed to deposit the enhanced compensation, less the amount already deposited, together with interest at the rate of 7.5% p.a., from the date of claim petition till the date of deposit within a period of four (4)



N.ANAND VENKATESH.,J

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weeks from the date of receipt of a copy of this judgment. Insofar as the enhanced compensation is concerned, the deficit court fee, if not paid, shall be paid by the appellant. The other directions issued by the Tribunal with regard to the mode of payment of compensation remains unaltered. The guidelines issued by the Division Bench of this Court in CMA No.2064 of 2026, dated 08.07.2026 shall be strictly complied with respect to disbursement of the compensation amount to the claimants.

3. The Registry is directed to issue fresh order copy to the parties, after making necessary corrections, as indicated above.

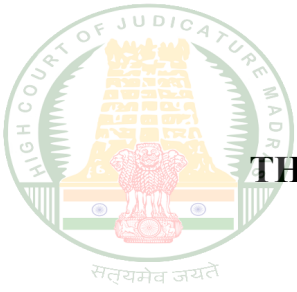
10.08.2026

Index:Yes/No
Speaking/Non-speaking order
Internet:Yes
Neutral Citation:Yes/No
RKA

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30-07-2026

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CMA No. 3891 of 2025 and CMA No. 1202 of 2026

and

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CMA No. 3891 of 2025

S.Kumar
S/o.Sambantham

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Vs

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2.United India Insurance Co. Ltd.,
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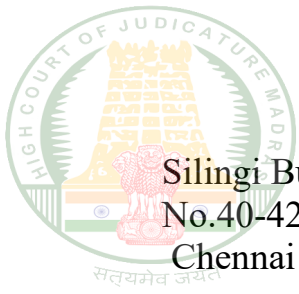
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For Appellant(s): R.Mohan Babu

For Respondent(s) : Mr.D.Bhaskaran for R2

CMA No. 1202 of 2026

1. M/s United India Insurance
Company Ltd.,
Regional Office, TP Claims Hub,



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For Appellant(s): Mr.D.Bhaskaran

For Respondent(s): M.J.Michael Visuvasam
for Mr.R.V.Sivaraj
for R3

COMMONJUDGMENT

These appeals have been filed both by the claimant as well as the Insurance Company challenging the award passed by the Motor Accident



Claims Tribunal (IV Court of Small Causes), Chennai, in MCOP No.5532 of 2022 dated 10.09.2025.

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2.The appellant in CMA No.3891 of 2025 is the claimant. The case of the claimant is that on 05.11.2022 when the claimant was walking towards his work place in Puliyambedu and at about 6.45 hours, the rider of the two wheeler offered to drop him in the work place and the claimant travelled as a pillion rider in the two wheeler and when the two wheeler came near the Higher Secondary School, the rider of the two wheeler lost his balance. As a result, the claimant fell down and suffered the following injuries:

“Compound Grade I both bone fracture right leg and neck of on 3 1st, 2nd, 3rd, 4th Metatarsal fracture on the right foot”.

The claimant underwent treatment as an inpatient for 54 days and two surgeries were done. An FIR came to be registered in Crime No.217 of 2022. It is under these circumstances, the claim petition came to be filed before the Tribunal.

3.The appellant/Insurance Company in CMA No.1202 of 2026, filed a counter by taking a stand that a bundled policy was issued for the period from 25.12.2018 to 24.12.2023 and that the policy did not cover the pillion rider at the relevant point of time when the accident took place on 05.01.2022 and thereby the Insurance Company denied their liability.

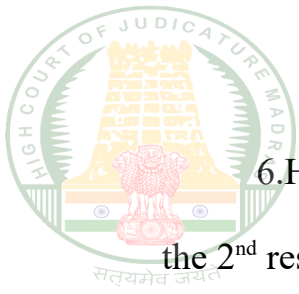


4.The Tribunal on considering the facts and circumstances of the case and on appreciation of evidence came to a conclusion that the accident had taken place only due to the rash and negligent driving on the part of the rider of the two wheeler, in which the claimant was travelling as a pillion rider.

5.The Tribunal having rendered the above finding found that the policy covered the pillion rider and accordingly, the Tribunal fixed a total compensation of Rs.5,61,500/- under the following heads :

<i>Compensation awarded under the head</i>	<i>Amount (in Rs.)</i>
Loss of Income	1,32,000/-
Disability	3,28,000/-
Medical Expenses	5,000/-
Transportation	5,000/-
Extra Nourishment	12,000/-
Damages to clothing and articles	1,000/-
Pain and Sufferings	40,000/-
Attender Charges	13,500/-
Loss of amenities	25,000/-
Total :	5,61,500/-

The compensation was directed to be paid along with interest at the rate of 7.5% p.a. Aggrieved by the same, the Insurance Company has filed the appeal questioning their liability and the claimant has filed the appeal seeking for enhancement of compensation.



6. Heard the learned counsel for the appellant and the learned counsel for the 2nd respondent/Insurance Company.

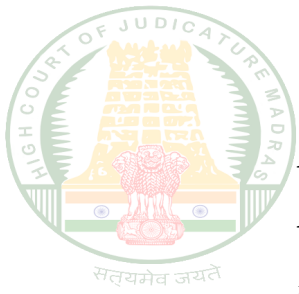
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7. Insofar as the issue of liability is concerned, the stand taken by the Insurance Company is that the policy in question is bundled policy and as per the policy, it only covers a third party liability from 25.12.2018 to 24.12.2023 and that no extra premium was paid by the owner of the vehicle for extending the cover of a pillion rider from 25.12.2018 and there was no cover available on the date of the accident on 05.11.2022.

8. The issue involved is no longer *res integra* and it is covered by the judgment of the Division Bench of this Court in CMA No.3882 of 2025 dated 25.03.2026 and the relevant portions are extracted hereunder :

13. The salient feature in a Two-wheeler Bundled Policy is that, in cases of death or bodily injury to any persons including occupants travelling in the insured vehicle, compensation for their injuries or death would be borne by the insurance companies, subject to the limits of liability and in accordance with the policy terms prevailing at the time of the accident. This distinction has to be kept in mind while deciding whether, under a particular policy, the Insurance Company would be liable to pay compensation.

14. In the instant case, as we had noted earlier, the policy was for Own Damage Coverage, for one year but for five years for Third Party Liability Coverage. The premium had also been paid for that particular period. Naturally, since the accident occurred



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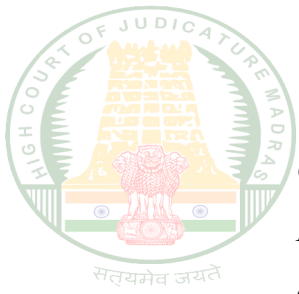


within the Third Party Coverage period and since it was a Two-wheeler Bundled Policy, the insurance company is liable to pay the compensation. A Two-wheeler Bundled Policy also covers payment of compensation to occupants of the vehicle, including, in this case, the pillion rider of a two-wheeler. The insurance company cannot escape their liability by contending that the Own Damage coverage was only for one year; and that the accident occurred after the expiry of that particular one year. The third party liability extends for a period of five years. The accident occurred within that particular period. The premium had also been paid. We hold that since it is a Two-wheeler Bundled Policy, the Insurance Company is liable to pay the compensation.

15. Unfortunately, the Division Bench of this Court in Pula Shanmugam and another vs. Yugender Ravellah and two others, (referred supra) had failed to note this distinction in a Two-wheeler Bundled Policy. In the instant case, we would rely only on the policy which had been issued, on the terms and conditions of the said policy, and the liability of the insurer under the said policy. We therefore hold that the appellant herein is liable to pay the compensation determined by the Tribunal.

16. It is also brought to our notice of an order of a learned single Judge reported in 2024 (2) TNMAC 549 [Managing Director, United India Insurance Co., Ltd., vs. A.Siva and 4 others] wherein under similar circumstances the learned single Judge had expressed the following views:

“16. This Court considers that part of the problem is created by the insurance company. It has developed a Standard Form of contract without adequate clarity. Indeed, during the course of argument, the counsel for the appellant- insurance company himself has circulated copies of the forms adopted by other insurance companies viz., M/s.Iffco-Tokio General Insurance

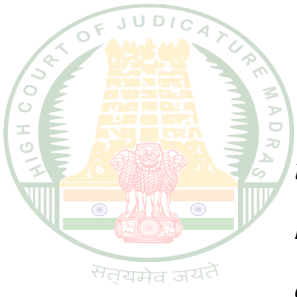


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Co. Ltd., M/s.Go Digit General Insurance Co. Ltd., M/s.HDFC Ergo General Insurance Co. Ltd., as directed by this Court. In each of the standard forms of contract which the private insurance companies have developed, they categorically clarify what would fall under the third party liability, and what would fall under the heads of comprehensive liability. Likewise, period of coverage is assured for each category. This Court was given to understand that nationalised insurance companies have not included any such clarification in their standard forms of contract and it appears that these companies are over concerned as to if any such attempt to insert a clarification in their standard forms would unwittingly breach any of the IRDAI directives. Indeed, it is to clarify this specific aspect, IRDAI itself has been suo motu impleaded in this case, and its counsel was heard.

17. The extent of authority which the IRDAI as a regulatory authority wields does not extend to the extent of interfering as to how a contract should be drafted. Its concern is limited to ensure that any contract which the insurance company makes is in conformity with its regulatory directives. It is not worried about the language of a standard form of contract, nor can it worry about it, as it is only concerned with whether the contract, in whatever style or language, conforms to what its directives require. Therefore, as long as there are no standard forms of contract which are statutorily prescribed for mandatory compliance, every insurance company can give effect to the statutory mandate plus the IRDAI directives alongside any special terms of contract in whatever language it deems it appropriate to convey the intent which the insurance companies intend to convey to the insured. After all, no statutory agency (IRDAI for instance) has hauled up any of the private insurance companies for inserting a clarificatory term in their standard forms of contract. Hence, the



third party liability described under Sec.II(i) in the bundle policy has to be properly construed to ascertain the nature and period of cover.”

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9.In view of the above, the stand taken by the Insurance Company as if they are not liable to pay compensation to the appellant/rider under the bundled policy, is hereby rejected.

10.The next issue is regarding the compensation fixed by the Tribunal. The Tribunal has taken into consideration the disability certificate issued by the Medical Board which was marked as Ex.C-1. In the disability certificate, the partial permanent disability was assessed at 41%. The Tribunal adopted the percentage method and fixed Rs.8,000/- per percentage under the head of permanent disability. Considering the fact that the accident had taken place in the year 2022, this Court is inclined to fix Rs.10,000/- per percentage under the head of permanent disability. Accordingly, the compensation under the head of permanent disability is fixed at Rs.4,10,000/- (Rs.10000 x 41%). The injuries sustained by the claimant has already been extracted supra. The claimant underwent treatment as an inpatient for nearly 55 days and two surgeries were also performed. In view of the same, this Court is inclined to enhance the compensation under the heads of extra nourishment to Rs.30,000/-, pain and suffering to Rs.75,000/- and attender charges to Rs.25,000/-. The compensation that has been fixed under the other heads are found to be just and reasonable



and it does not require the interference of this Court.

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11. In the light of the above discussion, the compensation fixed by the Tribunal is modified as follows:

<i>Compensation awarded under the head</i>	<i>Amount (in Rs.)</i>
Loss of Income	4,10,000/-
Disability	3,28,000/-
Medical Expenses	5,000/-
Transportation	5,000/-
Extra Nourishment	30,000/-
Damages to clothing and articles	1,000/-
Pain and Sufferings	75,000/-
Attender Charges	25,500/-
Loss of amenities	25,000/-
Total :	9,04,500/-

12. The compensation awarded by the Tribunal at Rs.5,61,500/- is enhanced to Rs.9,04,500/- The 2nd respondent/Insurance Company is directed to deposit the enhanced compensation, less the amount already deposited, together with interest at the rate of 7.5% p.a., from the date of claim petition till the date of deposit within a period of four (4) weeks from the date of receipt of a copy of this judgment. Insofar as the enhanced compensation is concerned, the deficit court fee, if not paid, shall be paid by the appellant. The other directions issued by the Tribunal with regard to the mode of payment of compensation remains unaltered. The guidelines issued by the Division Bench of this Court in



CMA No.2064 of 2026, dated 08.07.2026 shall be strictly complied with respect to disbursement of the compensation amount to the claimants.

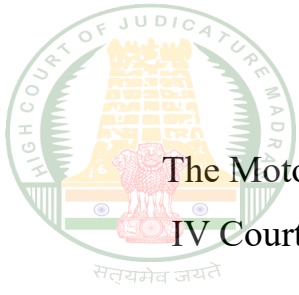
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13.In the result, CMA No.3891 of 2025, is partly allowed and CMA No.1202 of 2026 is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

30-07-2026

Index:Yes/No
Speaking/Non-speaking order
Internet:Yes
Neutral Citation:Yes/No
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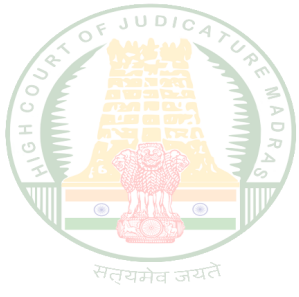


The Motor Accidents Claims Tribunal
IV Court of Small Causes, Chennai.

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N.ANAND VENKATESH J.

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CMA No. 1202 of 2026**

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