



C.M.A.(MD).Nos.495 to 498 and 575 of 2018

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Dated :29.08.2024

CORAM

**THE HONOURABLE MR.JUSTICE P.VELMURUGAN
AND
THE HONOURABLE MR.JUSTICE K.K.RAMAKRISHNAN**

C.M.A(MD)Nos.495 to 498 and 575 of 2018

C.M.A.(MD).No.495 of 2018

Branch Manager,
United India Insurance Co.Ltd.,
Monday Market,
Kanyakumari District.

...Appellant

Vs.

1.Indira

2.Subramanian

3.Kalyani

4.Chinna Kalyani @ Kalyani

5.Vijayalakshmi

6.Revathy

...Respondents

COMMON PRAYER:- Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the judgment and decree dated 04.09.2017 passed in M.C.O.P.Nos.29 to 33 of 2017 respectively on the file of the Motor Accidents Claims Tribunal (Additional District Court) Tenkasi.



C.M.A.(MD).Nos.495 to 498 and 575 of 2018

For Appellant : Mr.G.Prabhu Rajadurai (in all cases)

For Respondents : Mr.R.J.Karthick for R1 to R4

in C.M.A.(MD).No.495 & 496 of 2018

:for R1 to R3 in C.M.A.(MD).No.497 of 2018

:for R1 to R5 in C.M.A.(MD).No.498 of 2018

:for R1 to R6 in C.M.A.(MD).No.575 of 2018

:No Appearance for R6

in C.M.A.(MD).No.495 & 496 of 2018

:No appearance for R5

in C.M.A.(MD).No.497 of 2018

:No appearance for R7

in C.M.A.(MD).No.498 of 2018

J U D G M E N T

[Order of the Court was made by **Mr.K.K.RAMAKRISHNAN, J.**]

The Insurance company filed these appeals challenging the quantum of the award passed in M.C.O.P.Nos.29 to 33 of 2017, dated 04.09.2017, by the Motor Accident Claims Tribunal Judge/Additional District Court, Tenkasi.

2.Facts of the case:

P.W.6's wife is owner of the Maruthi Omni Car bearing registration No.TN76-E-5353. The said vehicle was insured with the appellant insurance company. She is said to have obtained the contract to do painting works etc., with the Muthood Bank. Her husband P.W.6 managed the said contract work. In the said vehicle, his six employees are travelled to do the painting work. When they were proceeding



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towards Tenkasi to Madurai, in the highway road, near the Settur Mahalingam Petrol Bulk opposite side, the tyre of the Omni van suddenly burst. Hence, the driver lost his control and in result, the said vehicle hit the tamarind tree. As a result, the said vehicle caught fire and all the six persons including driver died on the spot due to burn injuries. Therefore, their dependants have filed M.C.O.P.Nos.29 to 32 of 2017 claiming compensation before the Tribunal.

2.1.The insurance company filed a counter denying the allegation that the accident happened due to bursting of tyre of the Omni van and accident actually happened due to carrying of highly inflammable materials and all the deceased were hired for carrying the hazardous goods and hence, there is a violation of the policy condition. Therefore, they are not liable to pay compensation.

3.To prove the claim, the claimants examined P.W.1 to P.W.6 and marked Ex.p1 to Ex.p12 and on the side of the appellant insurance company, R.W.1 and R.W.2 were examined and Ex.R1 and Ex.R2 were marked.



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4.The learned Tribunal Judge considering the evidence passed the impugned award of granting compensation. The details of the award are as follows:

M.C.O.P.No.29 of 2017 = Rs.17,82,600/-

M.C.O.P.No.30 of 2017 = Rs.17,82,600/-

M.C.O.P.No.31 of 2017 = Rs.20,36,600/-

M.C.O.P.No.32 of 2017 = Rs.22,91,800/-

M.C.O.P.No.33 of 2017 = Rs.25,27,904/-

Challenging the same, the insurance company have filed this batch of appeals and raised the common issue and hence, all the appeals are clubbed together and taken for final disposal.

5. Finding of the Tribunal

The Tribunal, after considering the oral and documentary evidence has held that the accident happened due to bursting of tyre and hence the driver of the Omni van lost his control and hit the tamarind tree on the road side and the vehicle caught fire due to bursting of gas cylinder. The learned tribunal Judge believed the evidence of P.W.6 holding that his



evidence is cogent and trustworthy and hence, the deceased all are workmen engaged by him to carry out the painting work. The learned Tribunal also awarded following amounts:-

S. N o.	Heads	M.C.O.P No. 29/2017 amount in Rs.	M.C.O.P No. 30/2017 amount in Rs.	M.C.O.P No. 31/2017 amount in Rs.	M.C.O.P No. 32/2017 amount in Rs.	M.C.O.P No.32/2017 amount in Rs.
1	For Loss of Dependency	17,01,000	17,01,000	20,16,000	22,67,904	22,67,904/-
2	For Loss of Estate	10,000	10,000	10,000	10,000	10,000
3	For Loss of Love and Affection (to petitioners 1 to 4 each @ Rs.25,000 X 4)	1,00,000	1,00,000	50,000 (petitioner 2 & 3 each Rs.25000)	1,00,000	1,25,000
4	For Funeral and Transportation expenses	25,000	25,000	25,000	25,000	25,000
5	For Loss of consortium to the first petitioner	----	----	1,00,000	1,00,000/-	1,00,000
	Total	18,36,000/-	18,36,000/-	22,01,000/-	25,02,904/-	25,27,904/-

Assailing the said award, the appellant Insurance Company have filed these appeals.

6. Submission of the learned counsel for the appellant

(i)The vehicle involved in the accident was Omni van and the same



was hired from the owner of the vehicle and hence, there is a violation of the policy condition. Therefore, the insurance company is not liable to pay compensation.

(ii) In the said vehicle, highly inflammable materials were taken and in result, the vehicle caught fire. Hence, carrying the high inflammable articles is violation of the policy. Therefore, the insurance company is not liable to pay compensation.

(iii) The Tribunal failed to consider the evidence of some of the claimants that the deceased were hired and erroneously gave a different finding that P.W.6 husband of the owner was doing painting contract labour and hence all the deceased were taken in the said vehicle for carrying the hazardous goods. Therefore, they cannot be treated as labourers for doing painting work.

(iv) The learned Tribunal Judge in all cases granted interest of 9% instead of 7.5%.

(v) The Tribunal also awarded more than Rs.40,000/- towards Loss of consortium and love and affection.

(vi) The Tribunal erroneously granted 50% of the future prospects instead of 40% as per the *Pranay Sethi* case.



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(vii)The Tribunal also erroneously deducted 1/3 for the personal expenditure of the bachelor, instead of 1/2.

7. Submission of the learned counsel for the claimants

(i) P.W.6 is the husband of the owner of the vehicle. He deposed that his wife was painting contractor for the Muthood Finance Corporation Company for painting the Hoarding, Banners and Wall Advertisement of the company at various places. The deceased are all the employees of his wife. Therefore, they are covered under the policy. The same was properly considered by the learned Tribunal Judge. Therefore, he seeks to reject the contention of the insurance company that the deceased were hired and taken in the vehicle.

(ii)The accident happened due to the tyre burst and after the tyre burst, the said vehicle hit tamarind tree and caught fire and all the occupants including driver died on the spot. The said fire was not caused due to the carrying of the paints and thinner as alleged by the insurance company. The paints and thinner etc., assuming were carried in the vehicle the same cannot be treated as highly inflammable materials.

(iii)It is true that the learned Tribunal Judge has granted 9% of



interest instead of 7.5% but, as per the latest judgment of the Hon'ble Supreme Court, 9% can be applied.

(iv) It is not in all cases deduction for personal expenditure of the deceased bachelor is $\frac{1}{2}$. In some cases, where the dependants are the unmarried sisters etc., deduction of $\frac{1}{3}$ can be made. Therefore, the learned Tribunal Judge has correctly decided.

(v) He fairly submitted that as per the Pranay Sethi case, the award of 50% future prospects is not correct.

8. This Court carefully considered the submissions of the learned counsel for the appellant insurance company and the learned counsel appearing for the respondents/claimants and perused the materials available on record.

9. The following points arise for consideration of this appeal:

9.1. Whether the negligence is correctly fixed on the driver of the vehicle insured with the appellant?

9.2. Whether the learned tribunal Judge correctly fixed the liability upon the insurance company for the death of the occupants of the car?



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10. Discussion on Liability:

The insurance company repudiated their liability on the ground that all the deceased were hired and taken in the vehicle and the accident occurred due to carrying of highly inflammable materials in the vehicle, which resulted in fire. They denied that the accident was caused due to the tyre burst and in result, the vehicle was hit against the tamarind tree and caught fire. In a similar tyre burst case, the Hon'ble Supreme Court fastened the liability upon the insurance company in the case of ***Kaushnuma Begum v. New India Assurance Co.Ltd*** reported in 2001 (2) SCC 9 and also in another case of ***Rita Devi v. New India Assurance Co. Ltd.***, reported in 2000 ACJ 801 where the insured vehicle was hired by unknown person and accident was caused by fire.

10.1.The Registration Certificate of the vehicle was produced under Ex.P3. From the said registration Certificate the vehicle it is seen that it was fitted with the gas cylinder and the same was running by gas. As per the evidence of the independent evidence P.W.5 and FIR, it is clear that on the date of the occurrence on 09.04.2013 at 04.00 a.m., in Madurai to Tenkasi Main Road, opposite to the Sethur Mahalingam



Petrol Bulk, when the insured vehicle was proceeding, the tyre of the vehicle burst and driver lost his control and hit against the road side tamarind tree in result, the van caught fire and all the four occupants and the driver were burnt alive and died on the spot. This evidence of P.W.5 independent eyewitness is corroborated by the registration of the FIR with the above contents and closure of the criminal case. The contra case pleaded by the insurance company that the vehicle was caught fire due to taking of the paint and thinner is not correct. This Court perused both the oral evidence and documentary evidence. P.W.5 in the cross examination clearly deposed that only empty paint buckets and the wooden stand alone were found available in that place. Further, no contra evidence was adduced by the insurance company. R.W.2, investigating Officer filed report under Ex.R2 dated 14.07.2014. They conducted the investigation after the incident and in the said report, he has not stated that the source of the fire was because of carrying highly inflammable materials in the vehicle and no material also was produced. He also deposed that he submitted report on the basis of the information collected from various persons. In the report, it is not revealed that he has examined the eyewitness. Hence, his report is not sufficient to disbelieve the evidence



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of the independent eyewitness P.W.2. Therefore, this Court rejects the contention of the appellant that accident happened not due to the bursting of tyre and in result, the driver lost control and dashed against the road side tamarind tree. The specific case of the appellant that the accident happened due to the carrying of the highly inflammable materials has not been proved. Therefore, this Court holds that accident happened due to the tyre burst and thereby, the driver lost control and dashed against the tamarind tree because of fire of the gas cylinder. The motor vehicle inspection report also stated about the accident. Therefore, the case of the appellant that the accident caused due to the carrying of the highly inflammable material cannot be accepted.

10.2.P.W.6 deposed that his wife was the owner of the insured vehicle. She was the contractor to carry out painting, work of hoarding of the Muthood Bankers. She carried the work through employment of the deceased. His evidence is cogent and also trustworthy. Merely because he has not produced any records to prove the contract work, no circumstances were elicited to disbelieve his evidence. Merely, on the basis rustic evidence of the claimants, the evidence of P.W.6 cannot be eschewed. Further, R.W.1, Manager of the company was examined and



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he deposed that the policy was comprehensive policy and he deposed that the deceased are third parties and the relevant portion of the evidence is follows:

இறந்த நபர்கள் மற்றும் வாகன ஓட்டுநர் எங்கள் காப்பீடு நிறுவனத்தைப் பொறுத்தவரை 3ம் நபர்கள் என்றால் சரிதான். இறந்த நபர்கள் சம்பவத்தன்று மானாமதுரை மற்றும் மதுரை பகுதிக்கு பெயின்ட்டிங் வேலை செய்ய சென்றார்கள் என்று காவல் துறை விசாரணையில் குறிப்பிடப்பட்டுள்ளது என்றால் சரிதான்.

10.3.R.W.2 deposed that P.W.6 was painting contractor of the Muthood Finance and he was the husband of the owner of the vehicle and also deposed that to carry out the painting work the contractor usually supplied the paint thinner and his evidence is follows:

முத்தூட் பைனான்ஸ் நிறுவனத்திற்கு பெயின்ட்டிங் காண்ட்ராக்டர் இசக்கி செட்டியார் மகன் செந்தில்குமார் என்று கூறியுள்ளேன் என்றால் சரிதான். செந்தில்குமார் விபத்து வாகனத்தின் உரிமையாளரின் கணவர் என்றால் சரிதான். பொதுவாக பெயின்ட் வேலை செய்பவர்களுக்கு தேவையான பெயின்ட் தின்னர் பாலிசு ஆகியவற்றை கட்டிட உரிமையாளரே வாங்கிக்கொடுப்பது வழக்கம் என்றால் சரிதான்.



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Therefore, this Court finds that the deceased travelled in Omni van to carry out the painting work of the owner of the vehicle and hence, they are clearly covered under the category of workers. Therefore, this Court finds no reason to differ with the said finding of the learned Tribunal Judge.

11. Discussion on Interest;

Section 171 of the MV Act empowers the Tribunal to direct that “in addition to the amount of compensation simple interest shall also be paid at “such rate”.

“Such rate” was interpreted by the Hon'ble Supreme Court in the case of ***Kaushnuma Begum v. New India Assurance Co.Ltd*** reported in **2001 (2) SCC 9**, as interest granted by the Nationalized banks by observing that with a change in economy and policy of Reserve Bank of India, the interest rate has to be lowest. Therefore, the Courts usually granted interest at the rate of 7.5% ie., “*prevailing rate of interest*” and hence, in all cases, this Court reduces the interest from 9% to 7.5%.



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12. Discussion on consortium:

As per the Judgment of the Hon'ble Supreme Court in *Pranay Sethi* case the Tribunal has no jurisdiction to award more than Rs.40,000/- either under the head of Loss of consortium or under the head of loss of Love and affection. Therefore, in all cases, the award amount under the head of loss of consortium and the head of love and affection is reduced to Rs.40,000/-.

13. Discussion on the Deduction for personal expenditure of the bachelor:

The ratio laid down by the “*Sarala Varma case*” to take 50% of the personal expenditure in the case of the bachelor was re-affirmed by the Hon'ble Constitution Bench of the Supreme Court in “*Pranay Sethi case*”. Therefore, this Court inclines to take 50% deduction of the personal expenditure in the case of the bachelor.



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14. Discussion on the Future Prospects:

From the evidence of the claimants, it is found that all the deceased are labourers and hence, the learned Tribunal Judge erred in adding 50% of Future prospects instead of 40% as per the direction issued by the Hon'ble Supreme Court in *Pranay Sethi* Case.

15. In view of the above discussion the award passed by the learned Tribunal Judge is re-determined to the extend hereunder:

15.1. M.C.O.P.No.29 of 2017

The claimants pleaded that the deceased was a bachelor and aged about 27 years at the time of accident. Therefore, the learned Tribunal Judge correctly fixed the monthly income of Rs.10,500/- and 50% towards future prospect is added instead of 40% and the same comes around Rs.4,200/- and loss of income is calculated as follows:

$$10,500 \times 40/100 = 4,200/-.$$

$$14,700 \times \frac{1}{2} \times 12 \times 18 = 15,87,600/-$$

The claimants 1 to 4 are the parents and brother of the deceased



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and they are entitled to Rs.40,000/- each under the head of loss of love and affection.

Loss of Love and affection 4 X 40,000/- = 1,60,000/-

<i>Heads</i>	<i>Amount awarded by the Tribunal</i>	<i>Re-quantified Amount by this Court</i>	<i>Status</i>
For Loss of dependency	17,01,000/-	15,87,600/-	reduced
For Loss of Estate	10,000/-	10,000/-	confirmed
For Loss of Love and Affection	1,00,000/- (to claimants 1 to 4 each @ Rs. 25,000/- X4)	1,60,000/- (to claimants 1 to 4 each @ Rs. 40,000/- X4)	enhanced
For funeral and Transportation expenses	25,000/-	25,000/-	confirmed
Total	18,36,000/-	17,82,600/-	Reduced

15.2.M.C.O.P.No.30 of 2017

The claimants pleaded that the deceased was a bachelor and aged about 24 years at the time of accident. Therefore, the learned Tribunal Judge correctly fixed the monthly income of Rs.10,500/- and 50% towards future prospect is added instead of 40% and the same comes around Rs.4,200/- and loss of income is calculated as follows:

$$10,500 \times 40/100 = 4,200/-.$$

$$14,700 \times \frac{1}{2} \times 12 \times 18 = 15,87,600/-$$



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The claimants 1 to 4 are the parents and sisters of the deceased and they are entitled to Rs.40,000/- each under the head of loss of love and affection.

Loss of Love and affection 4 X 40,000/- = 1,60,000/-

<i>Heads</i>	<i>Amount awarded by the Tribunal</i>	<i>Re-quantified Amount by this Court</i>	<i>Status</i>
For Loss of dependency	17,01,000/-	15,87,600/-	reduced
For Loss of Estate	10,000/-	10,000/-	confirmed
For Loss of Love and Affection	1,00,000/- (to claimants 1 to 4 each @ Rs.25,000/- X4)	1,60,000/- (to claimants 1 to 4 each @ Rs. 40,000/- X4)	enhanced
For funeral and Transportation expenses	25,000/-	25,000/-	confirmed
<i>Total</i>	<i>18,36,000/-</i>	<i>17,82,600/-</i>	<i>Reduced</i>

15.3.M.C.O.P.NO.31 of 2017

The claimants pleaded that the deceased was aged about 34 years at the time of accident. The learned Tribunal Judge correctly fixed the monthly income of Rs.10,500/- and 50% towards future prospect is added instead of 40% and the same comes around Rs.4,200/- and loss of income is calculated as follows

$$10,500 \times 40/100 = 4,200/-.$$



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14,700 - $1/3 = 9,800/-$

The learned Tribunal Judge has awarded a sum of Rs.1,00,000/- towards loss of consortium to his wife the same is reduced to Rs.40,000/- and the amount awarded under the head of Loss of Love and affection Rs.25,000/- each to the children of the deceased and the same is enhanced to Rs.40,000/- each and this Court applies the multiplier as “16” as per the *Sarala Verma Case*.

$9,800 \times 12 \times 16 = 18,81,600/-$

<i>Heads</i>	<i>Amount awarded by the Tribunal</i>	<i>Re-quantified Amount by this Court</i>	<i>Status</i>
For Loss of dependency	20,16,000/-	18,81,600/-	reduced
For Loss of Estate	10,000/-	10,000/-	confirmed
Loss of consortium to 1 st petitioner	1,00,000/-	40,000/-	reduced
Loss of Love and affection	50,000/- (claimants 2 at 3 at Rs.25,000 X 2)	80,000/- (claimants 2 & 3 at Rs.40,000 X 4)	enhanced
For funeral and Transportation expenses	25,000/-	25,000/-	confirmed
Total	22,01,000/-	20,36,600/-	Reduced

15.4.M.C.O.P.No.32 of 2017

The claimants pleaded that the deceased was aged about 35 years



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at the time of accident. The learned Tribunal Judge correctly fixed the monthly income of Rs.10,500/- and 50% towards future prospect is added instead of 40% and the same comes around Rs.4,200/- and loss of income is calculated as follows

$$10,500 \times 40/100 = 4,200/-.$$

$$14,700 - \frac{1}{4} = 11,025/-$$

The learned Tribunal Judge has awarded a sum of Rs.1,00,000/- towards loss of consortium to his wife the same is reduced to Rs.40,000/- and the amount awarded under the head of Loss of Love and affection Rs.25,000/- each to the children of the deceased and the same is enhanced to Rs.40,000/- each and this Court applies the multiplier as “16” as per the *Sarala Verma Case*.

$$11,025 \times 12 \times 16 = 21,16,800/-$$

<i>Heads</i>	<i>Amount awarded by the Tribunal</i>	<i>Re-quantified Amount by this Court</i>	<i>Status</i>
For Loss of dependency	20,16,000/-	21,16,800/-	reduced
For Loss of Estate	10,000/-	10,000/-	confirmed
Loss of consortium to 1 st petitioner	1,00,000/-	40,000/-	reduced
Loss of Love and affection	1,00,000/- (claimants 2 to 4 at Rs.25,000 X 4)	1,20,000/- (claimants 2 to 4 at Rs.40,000 X 3)	enhanced



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<i>Heads</i>	<i>Amount awarded by the Tribunal</i>	<i>Re-quantified Amount by this Court</i>	<i>Status</i>
For funeral and Transportation expenses	25,000/-	25,000/-	confirmed
Total	25,02,904/-	22,91,800/-	Reduced

15.5.M.C.O.P.No.33 of 2017

The claimants pleaded that the deceased was aged about 32 years at the time of accident. The learned Tribunal Judge correctly fixed the monthly income of Rs.10,500/- and 50% towards future prospect is added instead of 40% and the same comes around Rs.4,200/- and loss of income is calculated as follows

$$10,500 \times 40/100 = 4,200/-.$$

$$14,700 - \frac{1}{4} = 11,025/-$$

The learned Tribunal Judge has awarded a sum of Rs.1,00,000/- towards loss of consortium to his wife the same is reduced to Rs.40,000/- and the amount awarded under the head of Loss of Love and affection Rs.25,000/- each to the children of the deceased and the same is enhanced to Rs.40,000/- each and this Court applies the multiplier as “16” as per the *Sarala Verma Case*.



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11,025 X 12 X 16 = 21,16,800/-

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<i>Heads</i>	<i>Amount awarded by the Tribunal</i>	<i>Re-quantified Amount by this Court</i>	<i>Status</i>
For Loss of dependency	22,67,000/-	21,16,800/-	reduced
For Loss of Estate	10,000/-	10,000/-	confirmed
Loss of consortium to 1 st petitioner	1,00,000/-	40,000/-	reduced
Loss of Love and affection	1,25,000/- (claimants 2 to 4 at Rs.25,000 X 5)	1,20,000/- (claimants 2 to 4 at Rs.40,000 X 3)	enhanced
For funeral and Transportation expenses	25,000/-	25,000/-	confirmed
Total	25,27,904/-	23,11,800/-	Reduced

16. Accordingly, this Civil Miscellaneous Appeals are partly allowed. The compensation awarded in M.C.O.P. cases on the file of the Motor Vehicle Accidents Claims Tribunal/Additional District Judge, Tenkasi, dated 04.09.2017 is hereby requantified in the following manner, along with 7.5% interest from the date of petition till the date of realization:

<i>Sl. No</i>	<i>M.C.O.P.Nos.</i>	<i>Amount awarded by the Tribunal</i>	<i>Re-quantified Amount by this Court</i>
1	29 of 2017	18,36,000/-	17,82,600/-
2	30 of 2017	18,36,000/-	17,82,600/-



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3	31 of 2017	22,01,000/-	20,36,600/-
4	32 of 2017	25,02,904/-	22,91,800/-
5	33 of 2017	25,27,904/-	23,11,800/-

The appellant/insurance is directed to deposit the modified award amount less the amount already deposited, if any, within a period of eight weeks from the date of receipt of a copy of this order. The Tribunal is directed to deposit the share of the minor claimants in any one of the nationalized Bank in a fixed deposit under cumulative deposit scheme, till he attain majority. The guardian of the respective minor claimants are permitted to withdraw the accrued interest once in three months directly from the bank only for the welfare of the minors. The claimants are entitled to receive the following compensation amount:

C.M.A.(MD).No.495 of 2018:

<i>Claimants</i>	<i>Amount in Rs.</i>
Mother of the deceased	8,82,600/-
Father of the deceased	5,00,000/-
Brother of the deceased	2,00,000/-
Brother of the deceased	2,00,000/-

C.M.A.(MD).No.496 of 2018:

<i>Claimants</i>	<i>Amount in Rs.</i>
Mother of the deceased	8,82,600/-
Father of the deceased	5,00,000/-
Brother of the deceased	2,00,000/-
Brother of the deceased	2,00,000/-



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C.M.A.(MD).No.497 of 2018:

<i>Claimants</i>	<i>Amount in Rs.</i>
Wife of the deceased	10,36,000/-
Daughter of the deceased	5,00,000/-
Son of the deceased	5,00,000/-

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<i>Claimants</i>	<i>Amount in Rs.</i>
Wife of the deceased	10,00,000/-
Daughter of the deceased	3,50,000/-
Daughter of the deceased	3,50,000/-
Daughter of the deceased	3,50,000/-
Mother of the deceased	2,61,800/-

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<i>Claimants</i>	<i>Amount in Rs.</i>
Wife of the deceased	10,11,800/-
Son of the deceased	3,00,000/-
Son of the deceased	3,00,000/-
Daughter of the deceased	3,00,000/-
Mother of the deceased	2,00,000/-
Father of the deceased	2,00,000/-



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17. The appellant/Insurance Company is directed to deposit the entire award amount with accrued interests and costs within a period of four weeks from the date of receipt of a copy of this order, if not already deposited. There shall be no order as to costs.

[P.V.J.] [K.K.R.K.J.]

29.08.2024

NCC : Yes/No

Index : Yes/No

sbm



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To

- 1.The Motor Accident Claims Tribunal,
Additional District Court,
Tenkasi.
- 2.The Record Keeper,
Vernacular Section,
Madurai Bench of Madras High Court,
Madurai.



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C.M.A.(MD).Nos.495 to 498 and 575 of 2018

P.VELMURUGAN.J.,

and

K.K.RAMAKRISHNAN.J.,

sbn

C.M.A(MD)Nos.495 to 498
and 575 of 2018

29.08.2024