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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.08.2026

CORAM

THE HONOURABLE MR. JUSTICE N. ANAND VENKATESH

CMA Nos.1522 of 2025 & 1699 of 2026
and CMP No.14103 of 2026

CMA No.1522 of 2025

Mrs.M.Dhanalakshmi

..Appellant

.vs.

1.M.Muruganandam

2.Chola MS General Insurance Company Ltd.,
2nd Floor, Dare House,
No.2, NSC Bose Road,
Chennai 600 001.

..Respondents

Prayer: Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, against the decree and judgment dated 06.12.2024 made in MCOP No.5207 of 2022, on the file of the Motor Accident Claims Tribunal,(II Special Court, Small Causes Court), Chennai.

For Appellant : Mr.K.Varadhakamaraj

For Respondent : Mr.R.Sreevidhya for R2
R1 – No Appearance



CMA No.1699 of 2026

Chola MS General Insurance Company Ltd.,
2nd Floor, Dare House,
No.2, NSC Bose Road,
Chennai 600 001.

..Appellant

.VS.

1.Mrs.M.Dhanalakshmi

2.M.Muruganandam

..Respondents

Prayer: Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, against the decree and judgment dated 06.12.2024 made in MCOP No.5207 of 2022, on the file of the Motor Accident Claims Tribunal,(II Special Court, Small Causes Court), Chennai.

For Appellant : Mr.R.Sreevidhya

For Respondent : Mr.K.Varadhakamaraj for R1
R2 – No Appearance

JUDGMENT

These appeals have been filed against by the Insurance Company and the claimant against the Award passed by the Motor Accident Claims Tribunal (II, Special Court, Small Causes Court), Chennai in MCOP No.5207 of 2022 dated 06.12.2024.



2.The claimant is the appellant in CMA No.1522 of 2025. The case of the claimant is that, on 05.09.2022, the claimant was travelling in an auto rickshaw along with other passengers and was going towards Cheyyur and at about 11.30 a.m, near Keelkaranai Erikarai, the offending vehicle which was a Maruti Car was driven in a rash and negligent manner and it dashed on the auto rickshaw. As a result of which, the claimant sustained left leg knee fracture and right leg femur fracture. The claimant underwent treatment as an inpatient for two days and one surgery was also performed. It is under these circumstances, the claim petition came to be filed before the Tribunal.

3.The Insurance Company apart from other defence taken, also took a very specific defence that the driver of the offending vehicle did not possess a valid driving licence.

4.The Tribunal on considering the facts and circumstances of the case and on appreciation of oral and documentary evidence, came to a conclusion that the accident had taken place only due to the rash and negligent driving on the part of the driver of the offending vehicle.

5.Insofar as the defence taken by the Insurance Company is concerned, the Tribunal came to a conclusion that the Insurance Company did not prove that the driver of the offending vehicle did not possess a valid driving licence. In



view of the same, the Tribunal refused to apply the principle of pay and recovery and the entire liability was saddled on the Insurance Company.

6.Having rendered the above finding, the Tribunal fixed the total compensation at Rs.2,57,000/- under various heads as follows:

Compensation awarded under the head	Amount (in Rs.)
Transportation Expenses	4,000
Extra Nourishment	10,000
Attender Charges	10,000
Disability	1,90,000
Loss of Income	18,000
Pain and Sufferings	25,000
Total	2,57,000

7.The above compensation was directed to be paid along with interest at the rate of 7.5% per annum.

8.Aggrrieved by the same, the Insurance Company has filed CMA No.1699 of 2026 questioning their liability and CMA No.1522 of 2025 has been filed by the claimant seeking for enhancement of compensation.



9. Heard the learned counsel for the appellant and the learned counsel appearing on behalf of the respondent.

10. Insofar as the liability of the Insurance Company is concerned, the Insurance Company took a very specific stand even in the counter that the driver of the offending vehicle did not possess a valid driving licence. In order to substantiate the same, the Insurance Company examined RW1 and marked EXs.R1 and R2. To substantiate that the driver of the offending vehicle did not possess a valid driving license. RW1 in his evidence has specifically stated that in spite of the driver of the offending vehicle directed to produce the licence, he failed to produce the same.

11. The Tribunal came to a conclusion that the Insurance Company has not established that the driver of the offending vehicle did not possess a valid driving license.

12. The above finding rendered by the Tribunal is unsustainable. The 1st respondent, who was the owner of the vehicle, remained ex-parte and did not contest the case. The Insurance Company has established, by examining RW1 and marking EXs.R1 and R2 that the driver of the offending vehicle did not produce any driving license in spite of such a request being made to him. Under



such circumstances, an adverse inference has to be drawn against the driver of the offending vehicle. If the owner of the vehicle has chosen not to contest the case and to establish that the driver of the offending vehicle had a valid driving license, there is no rebuttal for the fact that has been established by the Insurance Company to the effect that the driver of the offending vehicle did not possess a valid driving license. Hence, it must be taken to have been proved. Accordingly, the Tribunal ought to have applied the principle of pay and recovery. The finding of the Tribunal holding otherwise is hereby set aside.

13. Insofar as the amount of compensation is concerned, the bone of contention is regarding the compensation that was fixed under the head of disability. The injured suffered 38% permanent disability as per the Disability Certificate issued by the Medical Board which was marked as EX.C1. The accident had taken place in the year 2022. The Tribunal while adopting the percentage method has fixed only a sum of Rs.5,000/- per percentage. This Court is inclined to fix a sum of Rs.10,000/- per percentage. Consequently, the compensation under the head of disability is fixed at Rs.3,80,000/- (Rs.10,000 x 38).

14. The compensation that has been fixed under the other heads are reasonable and does not require the interference of this Court.



15. In the light of the above discussion, the compensation awarded by the tribunal is modified as follows:

Compensation awarded under the head	Amount (in Rs.)
Transportation Expenses	4,000
Extra Nourishment	10,000
Attender Charges	10,000
Disability	3,80,000
Loss of Income	18,000
Pain and Sufferings	25,000
Total	4,47,000

16. The compensation awarded by the tribunal at Rs.2,57,000/- is enhanced to Rs.4,47,000/-. The insurance company is directed to deposit the enhanced compensation of Rs.4,47,000/-, 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 weeks from the date of receipt of this judgment. Thereafter, it is left open to the Insurance Company to recover the compensation amount from the owner of the offending vehicle. Insofar as the enhanced compensation is concerned, the deficit court fee, if not paid, shall be paid by the claimants. 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 claimant. The other directions issued by the Tribunal with regard to the mode of payment of compensation remains unaltered.

17.In the result, these Civil Miscellaneous Appeals are partly allowed in the above terms. No Costs. Consequently, connected miscellaneous petition is closed.

06.08.2026

Index : Yes/No
Speaking Order/Non-Speaking Order
Neutral citation : Yes/No
ssr



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To

The Motor Accident Claims Tribunal,(II Special Court, Small Causes Court),
Chennai.



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N. ANAND VENKATESH., J

SSR

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