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CMA.Nos.1473 & 1474 of 2022
& 16 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06-07-2026

CORAM

THE HON'BLE MR JUSTICE N. ANAND VENKATESH

**Civil Miscellaneous Appeal Nos.1473 & 1474 of 2022 & 16 of
2025**
& CMP Nos.10927 & 10934 of 2022 & 77 of 2025

CMA.No.1473 of 2022 :

The Manager
The New India Assurance Co.Ltd,
No.39C, Bypass Road, Dharmapuri
Town, Dharmapuri Taluk & District.

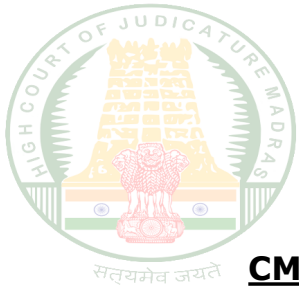
...Appellant

Vs

1. Lakshmi
W/o Madesh
Onniyampatti Village,
Krishnapuram Post,
Dharmapuri Taluk & District
2. Palanichamy
S/o Govindasamy,
No.4/28, New No.35,
Puluthikkarai Colony,
Puluthikkarai Post,
Dharmapuri Taluk & District

...Respondents

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CMA No. 1474 of 2022

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The Manager
The New India Assurance Co.Ltd,
No.39C, Bypass Road, Dharmapuri
Town, Dharmapuri Taluk & District

...Appellant

Vs

1. Murugammal
W/o Raja
Kuttappatti Village,
Kannipatti Post,
Palacode Taluk,
Dharmapuri Taluk & District

2. Palanichamy
S/o Govindasamy,
No.4/28, New No.35,
Puluthikkarai Colony,
Puluthikkarai Post,
Dharmapuri Taluk & District

...Respondents

CMA.No.16 of 2025

The New India Assurance Co Ltd
No.133/31A, 2nd Floor,
Trichy Main Road, Gugai, Salem

...Appellant

Vs

1. Periyannan,
S/O Sennappan,
Kuttampatti, Kannipettai
Post, Dharmapuri
District.



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2. Palanisamy
S/o.Govindasamy,
No.4/28, New No.35,
Puluthikarai Colony
Puluthikarai Post,
Dharmapuri Taluk & District

...Respondents

APPEALS under Section 173 of the Motor Vehicles Act, 1988
praying to

(i) set aside the decree and judgment dated 25.2.2021 made
in MCOP.No.493 of 2015 on the file of the Motor Accident Claims
Tribunal (Principal Sub Court), Dharmapuri (CMA.No.1473 of 2022);

(ii) set aside the decree and judgment dated 25.2.2021 made
in MCOP.No.494 of 2015 on the file of the Motor Accident Claims
Tribunal (Principal Sub Court), Dharmapuri (CMA.No.1474 of 2022);
and

(iii) set aside the award dated 21.2.2024 made in M.C.O.P.
No.646 of 2015 on the file of the Motor Accident Claims Tribunal
(Chief Judicial Magistrate Court), Dharmapuri (CMA.No.16 of 2025).

For Appellants:

Mr.S.Dhakshnamoorthy
in all the cases

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For Respondents:

Mr..M.Selvam for R1
in all the cases

Mr.S.Esakkimuthu for R2
in all the cases

COMMON JUDGMENT

The issue involved in all these appeals is common and hence, they are taken up together, heard and disposed of through this common judgment.

2. Heard the learned counsel for the appellant in all the cases and the respective learned counsel appearing for the respondents in all the cases.

3. CMA.Nos.1473 & 1474 of 2022 have been filed against the common award dated 25.2.2021 passed in M.C.O.P.Nos.493 and 494 of 2015 on the file of the Motor Accident Claims Tribunal (Principal Sub Court), Dharmapuri.



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4. CMA.No.16 of 2025 has been filed against the award dated 21.2.2024 made in M.C.O.P.No.646 of 2015 on the file of the Motor Accident Claims Tribunal (Chief Judicial Magistrate Court), Dharmapuri.

5. The respective first respondent in all these appeals were the claimants before the concerned Tribunal.

6. The case of the respective first respondent – claimants is as follows:

(i) On 16.2.2015, the claimants were travelling in an auto rickshaw at Dharmapuri – Tirupathur Main Road and at about 6.15 PM, the driver of the auto rickshaw was driving the vehicle in a rash and negligent manner, as a result of which, the auto rickshaw capsized and the claimants sustained serious injuries all over the body. A first information report came to be registered against the driver of the auto rickshaw in Crime No.31 of 2015 on the file of the Inspector of Police, Krishnapuram Police Station. It was under those circumstances, the claim petitions came to be filed seeking for payment of compensation.



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(ii) Before the Tribunal concerned, the appellant – Insurance Company took a stand that the seating capacity in the share auto was provided only for three passengers apart from the driver whereas seven persons had travelled in the auto rickshaw, which was in violation of the permit conditions, that the Tribunal concerned ought to have ordered for pay and recovery, that an auto rickshaw with a seating capacity of three passengers, when driven with seven passengers, certainly would not be under the control of the auto rickshaw driver and that there was an element of contributory negligence that ought to have been fixed against the driver of the auto rickshaw.

(iii) Per contra, the learned counsel for the claimants submitted that admittedly, the policy covered three passengers apart from the driver and that therefore, the claim petitions filed by the three claimants were well within the conditions provided under the policy. In so far as the violation of the permit condition was concerned, it was submitted that it was not within the control of the claimants and the claimants were more interested in receiving the compensation from the appellant - Insurance Company for the injuries sustained by them.



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(iv) In so far as the aspect of contributory negligence was concerned, it was submitted on the side of the claimants that the Tribunal concerned appreciated the evidence and came to the conclusion that the entire negligence was attributable to the driver of the auto rickshaw, who drove the vehicle in a rash and negligent manner and that therefore, the issue of contributory negligence did not arise in this case.

(v) Ultimately, the Tribunal concerned awarded the total compensation in respect of each of the claimants in the following manner :

CMA.No.1473 of 2022 (MCOP.No.493 of 2015) :

S.No.	Head	Amount
1	30% permanent disability	Rs. 90,000/-
2	Pain and Suffering	Rs. 30,000/-
3	Transportation expenses	Rs. 10,000/-
4	Attender charges	Rs. 5,000/-
5	Extra nourishment & loss of property	Rs. 10,000/-
6	Loss of income for three months	Rs. 18,000/-
7	Medical bills	Rs. 51,786/-
		Total Rs.2,04,786/-

CMA.No.1474 of 2022 (MCOP.No.494 of 2015) :

S.No.	Head	Amount
1	30% permanent disability	Rs. 30,000/-
2	Pain and Suffering	Rs. 10,000/-
3	Transportation expenses	Rs. 5,000/-
4	Attender charges	Rs. 5,000/-
5	Extra nourishment & loss of property	Rs. 5,000/-
6	Loss of income for three months	Rs. 18,000/-



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7 Medical bills Rs. 19,563/-
Total Rs. 92,563/-

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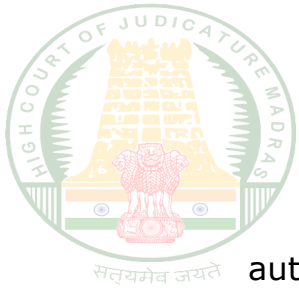
CMA.No.16 of 2025 (MCOP.No.646 of 2015) :

S.No.	Head	Amount
1	Pain and Suffering	Rs. 40,000/-
2	Loss of amenities	Rs. 20,000/-
3	Loss of income	Rs. 21,000/-
4	Permanent disability	Rs. 45,000/-
5	Attender charges	Rs. 5,000/-
6	Extra nourishment	Rs. 10,000/-
7	Transportation expenses	Rs. 5,000/-
8	Damage to clothes and properties	Rs. 3,000/-
	Total	Rs. 1,49,000/-

(vi) Aggrieved by that, the Insurance Company has filed these appeals.

7. This Court has carefully considered the submissions of the learned counsel on either side and perused the materials available on record and more particularly the impugned awards.

8. The seating capacity of the vehicle involved permitted only three persons excluding the driver to travel in the auto rickshaw. Admittedly, nearly seven persons travelled in the vehicle, which was in violation of the permit condition. The Tribunal concerned, while dealing with this issue, came to the conclusion that the driver of the



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auto rickshaw was talking in his mobile phone while driving and that he was also driving the auto rickshaw in a rash and negligent manner, as a result of which, the vehicle capsized. The fact that more than three passengers were carried in the auto rickshaw clearly points out to the fact that there was a violation of the permit condition.

9. In so far as the payment of compensation is concerned, it is now too well settled that the payment of compensation will confine itself only to the extent of passengers covered under the policy. The policy covers three persons apart from the driver and three claims are before this Court. Therefore, the liability of the appellant – Insurance Company can be confined only to these three claimants.

10. The Tribunal concerned did not order for pay and recovery in spite of rendering a finding that the auto rickshaw driver had carried more persons than the permitted seating capacity. Hence, this is a fit case where the Tribunal concerned ought to have ordered for pay and recovery.



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11. In so far as the issue of contributory negligence is concerned, the Tribunal concerned attributed the entire negligence on the part of the auto driver and there was no material to establish that the vehicle capsized only because the driver of the auto rickshaw had carried seven persons. Accordingly, the issue of contributory negligence does not arise in this case.

12. In so far as the issue of quantum of compensation is concerned, the total compensation fixed by the Tribunal concerned under various heads is just and proper and it does not require the interference of this Court.

13. It is also made clear that apart from these three claims against the appellant - Insurance Company, no other claim will not be entertained under the policy and the appellant - Insurance Company shall not be made liable to pay compensation for any other claimant. It goes without saying that the appellant - Insurance Company shall pay compensation to these three claimants alone and will be entitled to recover the same from the owner of the auto rickshaw.



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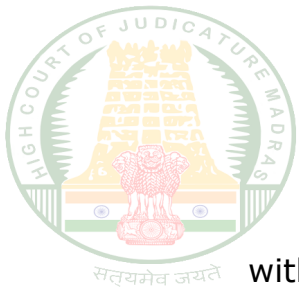
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14. In the result, all these civil miscellaneous appeals are disposed of by confirming the awards passed by the Tribunal concerned except for the modification that the appellant – Insurance Company will be entitled to pay and recover the compensation amounts only from the owner of the auto rickshaw.

15. In respect of CMA.No.1473 of 2022, the appellant - Insurance Company shall deposit a sum of Rs.2,04,786/- together with accrued interest at the rate of 7.5% per annum from the date of petition till the date of deposit within a period of four weeks from the date of receipt of a copy of this judgment.

16. Similarly, in respect of CMA.No.1474 of 2022, the appellant - Insurance Company shall deposit a sum of Rs.92,563/- together with accrued interest at the rate of 7.5% per annum from the date of petition till the date of deposit within a period of four weeks from the date of receipt of a copy of this judgment.

17. Further, in respect of CMA.No.16 of 2025, the appellant - Insurance Company shall deposit a sum of Rs.1,49,000/- together



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with accrued interest at the rate of 7.5% per annum from the date of petition till the date of deposit within a period of four weeks from the date of receipt of a copy of this judgment.

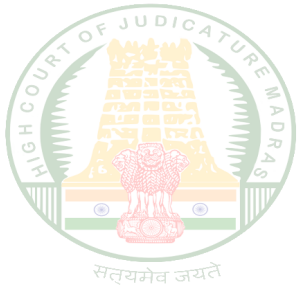
18. On such deposit, the claimants – the respective first respondent in all these appeals are entitled to withdraw the same. No costs. Consequently, the connected CMPs are closed.

06-07-2026

To
1.The Motor Accident Claims Tribunal
(Principal Sub Court), Dharmapuri.

2.The Motor Accident Claims Tribunal
(Chief Judicial Magistrate Court),
Dharmapuri

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N.ANAND VENKATESH,J

RS

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& 10934 of 2022 & 77 of 2025**

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