



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-07-2026

CORAM

THE HON'BLE MR JUSTICE N. ANAND VENKATESH

CMA No. 552 of 2024

AND

CMP No. 5455 of 2024

The Divisional Manager

M/s. Future General India Insurance Co.Ltd, 2nd
and 4th Floors, Shravanee Krishna Mahal, 100 Feet
Road, 2nd Block, Jayanagar, Bangalore -560011.
Karnataka.

..Appellant(s)

Vs

1. Thirumalesh

S/o.Thimmaraj, No.3/320-1, Chembatti Village
and Bukkasagaram Post, Shoolagiri Taluk,
Krishnagiri District - 635 109.

2. The Manager,

M/S. EKKKA Engineers and Infrastructure Pvt.
Ltd, No.80/85, 3rd Main Road, New Tharagupet,
Bangalore -560 002.

..Respondent(s)

PRAYER: Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, seeking to set aside the order dated 03.07.2023 made in MCOP No. 604 of 2020 on the file of Motor Accidents Claims Tribunal, Special Subordinate Court, Krishnagiri.

For Appellant(s):

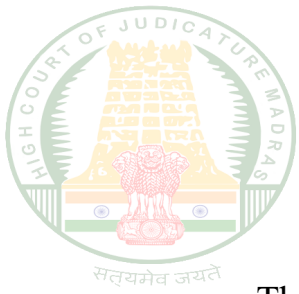
M/s.C. Harini

For M/s.M.B.Gopalan Associates

For Respondent(s):

Mr.S.P.Yuaraj For R1

R-2 – Signed – No appearance



JUDGMENT

This appeal has been filed by the Insurance Company against the award passed by the Motor Accident Claims Tribunal Authority, Subordinate Judge, Krishnagiri in M.C.O.P.No.60 of 2020, dated 03.07.2023.

2.The first respondent is the claimant. The case of the first respondent is that, on 11.11.2019, while he was proceeding on a two-wheeler on the Berigai – Shoolagiri Main Road, the offending vehicle, which was a tipper lorry owned by the second respondent, was driven in a rash and negligent manner and when the vehicle was nearing HMS Mahal at Berigai, it dashed against the two-wheeler, and as a result of which, the claimant sustained serious injuries. It is under these circumstances, the claim petition came to be filed before the Tribunal.

3.The appellant – Insurance Company filed a counter and took a very specific stand that the vehicle is not covered under any policy issued by the Insurance Company and whatever cover note is being relied upon is a fake one.

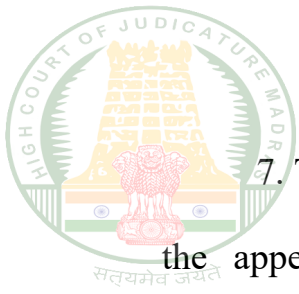
4. The Tribunal on considering the facts and circumstances of the case and on appreciation of oral and documentary evidence came to a conclusion that the accident had taken place only due to the rash and negligent driving on the part of the driver of the offending vehicle.



5. The Tribunal having rendered the above finding fixed the total compensation at Rs.2,80,000/- under the following heads:

<i>Sl.No.</i>	<i>Compensation awarded under the head</i>	<i>Amount (in Rs.)</i>
1.	Disability	Rs.1,50,000/-
2.	Medical Expenses	Rs.35,200/-
3.	Pain and Sufferings	Rs.30,000/-
4.	Transport Expenses	Rs.12,000/-
5.	Additional Nourishment	Rs.12,000/-
6.	Damages to the clothes	Rs.1,300/-
7.	Attender charges	Rs.2,500/-
8.	Loss of amenities	Rs.20,000/-
9.	Loss of income	Rs.17,000/-
	Total	Rs.2,80,000/-
	Negligence of the petitioner fixed as 10% (2,80,000 x 10% = 28,000)	Rs.2,52,000/-

6. The Tribunal fixed 10% contributory negligence against the claimant on the ground that the two-wheeler was driven without a valid driving licence. Accordingly, the compensation amount was determined at Rs.2,52,000/- and the same was directed to be paid by the Insurance Company with interest at the rate of 7.5% per annum. Aggrieved by the same, the present appeal has been filed by the Insurance Company.



7. This Court heard M/s.C. Harini, learned counsel appearing on behalf of the appellant – Insurance Company and Mr.S.P.Yuaraj, learned counsel appearing on behalf of the first respondent.

8. This Court carefully considered the submissions made on both sides and the materials available on record. This Court also carefully went through the award passed by the Tribunal.

9. The bone of contention in the present case revolves around the validity of the cover note which was marked as Ex.P6. The specific stand taken by the appellant, even in the counter affidavit, is that the Insurance Company has not issued any cover note bearing Cover Note No.F5692622 and that it is a fake document. In order to substantiate the same, Ex.R1 to Ex.R3 were also marked.

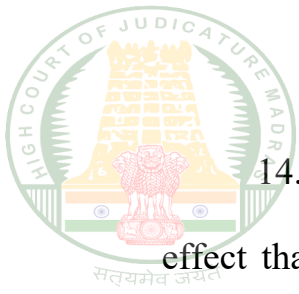
10. Ex.R1 is the complaint given against the owner of the offending vehicle for manufacturing a fake document. Ex.R2 is the notice issued to the owner of the vehicle to produce the original cover note, and Ex.R3 is the acknowledgment for the receipt of the notice by the owner of the offending vehicle. The owner of the offending vehicle did not care to produce any original cover note and he also did not contest the case before the Court below and was set exparte.



11. The Tribunal was expecting the appellant – Insurance Company to prove the negative in this case. The stand taken by the appellant – Insurance Company is that the cover note produced is a fake document. In such a scenario, the Tribunal was expecting the appellant – Insurance Company to produce all the relevant registers showing the issuance of cover notes maintained at the branch office at Jainagar. Registers can be maintained only for those policies / cover notes actually issued by the Insurance Company. This Court is not able to comprehend as to how a register can be maintained for a document which was never issued by the Insurance Company.

12. If hypothetically, the Insurance Company had actually issued such a cover note in favour of some other person, and that document was manipulated by the owner of the offending vehicle as if the cover note was issued in his favour, then the Insurance Company can be expected to produce the relevant register and also the cover note showing the person in whose name it was actually issued.

13. That is a case where the document is doctored / manipulated. In the case of a fake policy, there is no policy issued by the Insurance Company, and the Court must only see whether, after the Insurance Company came to know of the same, initiated any action. In the case in hand, the Insurance Company has taken all steps to establish that the Ex.P6 cover note is a fake document.



14. In the light of the above discussion, the finding of the Tribunal to the effect that the Insurance Company has not established Ex.P6 as a fake cover note is unsustainable and it requires the interference of this Court. In the light of the above discussion, the finding rendered by the Tribunal mulcting liability on the Insurance Company is set aside. The compensation amount fixed by the Tribunal shall be recovered by the claimant from the second respondent herein, who is the owner of the offending vehicle.

In the result, this Civil Miscellaneous Appeal is allowed. Whatever the amount has been deposited by the appellant – Insurance Company shall be permitted to withdrawn with accrued interest. No costs. Consequently, the connected miscellaneous petition stands closed.

15-07-2026

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

SSI

To:



1. The Special Subordinate Judge,
Motor Accident Claims Tribunal,
Krishnagiri.

2. The Section Officer,
V.R.Section,
High Court of Madras.



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N.ANAND VENKATESH J.

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