

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.03.2017

CORAM:

THE HON'BLE MR. JUSTICE S.MANIKUMAR
and
THE HON'BLE MR. JUSTICE M.GOVINDARAJ

C.M.A. No.881 of 2017
C.M.P.No.4346 of 2017

M/s.Oriental Insurance Company Ltd.,
Chennai. ... Appellant/2nd Respondent

vs

1. Lakshmi
2. Gunavathi
3. Sujitha
4. Shalini (Minor)
5. Pandalarajan (Minor)
Minors are represented by
their mother, (1st respondent) ...RR1 to 5/Petitioners
6. Amul ...6th Respondents/1st Respondent

Appeal filed under sec 173 of Motor Vehicle Act 1988 against
the fair and decretal order dated 22.03.2016, passed in
M.C.O.P.No.523 of 2014, on the file of the Motor Accidents
Claims Tribunal (Special District Court), Dharmapuri.

For Appellant .. Mr.N.Vijayaraghavan

For Respondents
1 to 5/caveator ..Mr.M.Selvam for Mr.P.Settu

JUDGMENT

(Judgment of the Court was delivered by S.MANIKUMAR, J.)

Challenge in this appeal filed by M/s.Oriental Insurance
Company Ltd., Chennai, is to the quantum of compensation of
Rs.38,24,508/-, with interest, at the rate of 7.5% per annum and
costs, from the date of claim, till the date of deposit, awarded
to the legal representatives of the deceased, stated to be an
Office Assistant in Sub-Registrar Office, Kelamangalam and aged
49 years, at the time of accident.

2. Material on record discloses that on 11.01.2014, when P.Venkatachalam, was riding a Honda Unicorn Motorcycle, bearing Registration No.TN 29 AJ 1970, a Bajaj Discover motorcycle, bearing Registration No.TN 29 AQ 1708, driven in a rash and negligent manner, insured with the appellant-Insurance Company, dashed against the Honda Unicorn Motorcycle. Due to the impact, he fell down and sustained grievous injuries. Immediately, he was taken to B.G.R. Hospital and given first-aid treatment. Thereafter, admitted in Manipal Hospital, Bangalore. Though he was given treatment in different hospitals, he succumbed to the injuries on 16.01.2014. In this regard, a case in Cr.No.20 of 2014, under Sections 279 and 304-A IPC, has been registered, against the rider of the Bajaj Discover motorcycle, on the file of Dharmapuri Police Station. For the death of the deceased, legal representatives of the deceased have claimed compensation of Rs.50,00,000/-.

3. Before the Claims Tribunal, wife of the deceased examined herself as PW.1, and deposed about the manner of accident. PW.2 is the eye-witness of the deceased. She has marked Ex.P1 - FIR, Ex.P2 - Post-Mortem Certificate, Ex.P3 - Insurance Policy, Ex.P4 - Registration Certificate of the 6th respondent, Ex.P5 - Death Certificate, Ex.P6 - Family Ration Card, Ex.P7 - Salary Certificate, Ex.P8 - Death Report, Ex.P9 - No Objection Certificate, Ex.P10 - Death Certificate, Ex.P11 (series) - Medical Bills, Ex.P12 - Charge Sheet, Ex.P13 - Registration Certificate, Ex.P14 - Motor Vehicles Inspector's Report, Ex.P15 - Organ Donor's Certificate and Ex.P16 - Legal Heir Certificate. PW.3 is the Assistant, working in Sub-Registrar Office, Kelamangalam and through him, documents, Authorisation Letter, Service Book, Salary Certificate, Completion of skill test for Junior Assistant and Consent letter given by the Regional Transport Officer, as Exs.C1 to C5. On behalf of the appellant-Insurance Company, two witnesses have been examined and documents, Insurance Policy, Lawyer's Notice, Acknowledgement Card, Postal Cover and Sketch, have been marked as Exs.R1 to R5.

4. On evaluation of pleadings and evidence, the Claims Tribunal came to the conclusion that the rider of the motorcycle, bearing Registration No.TN 29 AQ 1708, insured with the appellant-Insurance Company, was negligent in causing the accident and inasmuch as the insurer has adduced evidence to prove that the rider of the offending vehicle, did not possess a valid and effective driving licence, at the time of accident and when the deceased was a third party victim, directed the appellant-Insurance Company to pay the compensation and thereafter, to recover the same from the owner of the vehicle.

5. Having regard to the documents, stated supra and evidence of PW3, Natarajan, Assistant in Sub-Registrar's Office, Kelamangalam, the Claims Tribunal fixed the monthly income of the deceased as Rs.21,637/-. Based on the entries in Ex.P5 - Death Certificate, the Claims Tribunal fixed the age of the deceased as 49 years. After adding Rs.6,490/- (30% of the monthly income) towards future prospects, the Tribunal fixed the monthly income of the deceased as Rs.28,124/-, for the purpose of computing loss of contribution to the family. Considering the number of legal representatives, the Tribunal deducted 1/4th towards the personal and living expenses of the deceased and after applying '13' multiplier, to the age of the deceased, determined a sum of Rs.32,90,508/- (Rs.28,124/- x 12 x 13 x 1/4), as loss of contribution to the family. That apart, the Claims Tribunal has awarded Rs.1,00,000/- towards loss of consortium, Rs.1,00,000/- for loss of love and affection, Rs.25,000/- for transportation, Rs.25,000/- for funeral expenses and Rs.2,84,000/- for medical expenses. Altogether, Claims Tribunal has awarded Rs.38,24,508/-, as total compensation.

6. Though Mr.N.Vijayaraghavan, learned counsel for the appellant-Insurance Company, assailed the correctness of the finding, fixing negligence on the driver of the bus, as erroneous, this Court is not inclined to reverse the same. Testimony of PW.1, mother of the deceased, is duly supported by PW.2, eye-witness and corroborated by Ex.P1 - FIR, Ex.P12 - Charge Sheet and Ex.P14 - Motor Vehicles Inspector's Report. As there is no rebuttal, we are not inclined to interfere.

7. Mr.N.Vijayaraghavan, learned counsel for the appellant-Insurance Company contended that in the absence of valid driving licence, the insurer cannot be mulcted with the liability to pay the compensation and then, to recover the same from the owner of the offending vehicle. The said contention cannot be accepted for the reason that the said issue is no longer res integra, in view of the Hon'ble Division Bench decisions of this Court in United India Insurance Company Ltd., v. S.Saravanan reported in 2009 (2) TNMAC 103 (DB), United India Insurance Company Limited, Salem, Vs. V.Vijayakumar, represented by his mother Kalamani and three others, reported in 2010 (2) TN MAC 388 (DB) and Bajaj Alliance General Insurance Company Ltd., Pune, Vs. Manimozhi and four others, reported in 2010 (2) TN MAC 542 (DB).

8. The question as to whether, it is open to the insurer to seek for total exoneration for payment of compensation to a third party victim or whether it has only a right of recovery under Sections 149 (4) and (5) of the Motor Vehicle's Act, has been extensively considered in ICICI Lombard General Insurance

Company Vs. Annakkili, reported in 2012 (1) TN MAC 226, wherein, this Court following the principles of law laid down by the Apex Court and the Hon'ble Division Bench judgments held that, payment of compensation to a third party victim or legal representatives of the deceased, as the case may be, is statutory and considering the interpretation given by the Supreme Court to Sections 147, 149 (4) and (5) vis-a-vis, the defences open to the Insurance Company under Section 149(2)(a) (ii) of the Motor Vehicles Act held that the very introduction of the words, "pay compensation to the third party and recover the same from the insured" in Section 149(4) and (5) of the Act, would reflect the divine intention of the legislature to protect the interest of the third parties, vis-a-vis inter-se disputes between the insured and insurer, and further held that the insurer cannot avoid its liability to pay compensation to a third party, but such avoidance can be made only, if willful breach of terms and conditions of the policy by the insured, by consciously and recklessly allowing the driver, who did not possess a valid and effective driving licence, to drive the vehicle and even if such breach is proved, payment of compensation to the third party victim cannot, at any stretch of imagination, be avoided by the Company and that the only remedy open to the insurer in law is to pay the compensation to the third party victims and recover from the insured. In view of the above, the insurer cannot be totally exonerated from payment of compensation to third party, but it can avoid its liability only to the insured.

9. In a decision of this Court in Branch Manager, Oriental Insurance Company Ltd., Theni Vs. Mansoor Hussain and another, reported in 2013(2) CTC 57, Hon'ble Mr. Justice, G.M.Akbar Ali, my Esteemed Brother, has considered a catena of decisions of the Hon'ble Supreme Court, as well as this Court and after extracting Section 149(2)(a)(ii), at paragraph Nos.19 to 29, held as follows:

"19. It has to be borne out in mind that only under Section 149 of the Act the Insurer has become a party in a tortuous claim otherwise, it is only a Suit between the victim and the tortfeasor. Only under an Insurance Policy between the tortfeasor and the Insurance Company the Insurer has undertaken to indemnify the insured. Therefore, the defences available to the Insurance Company is very limited.

20. Section 149(2)(a)(ii) reads as follows:

"Duty of insurers to satisfy judgments and awards against persons insured in respect of third party risks. -

(2) No sum shall be payable by an Insurer under sub-section (1) in respect of any judgment or award

unless, before the commencement of the proceedings in which the judgment or award is given the Insurer had notice through the Court or, as the case may be, the Claims Tribunal of the bringing of the proceedings, or in respect of such judgment or award so long as execution is stayed thereon pending an Appeal; and an Insurer to whom notice of the bringing of any such proceedings is so given shall be entitled to be made a party thereto and to defend the action on any of the following grounds, namely:-

(a) that there has been a breach of a specified condition of the Policy, being one of the following conditions, namely:-

(i) a condition excluding the use of the vehicle - (a) for hire or reward, where the vehicle is on the date of the contract of insurance a vehicle not covered by a permit to ply for hire or reward, or

(b) for organized racing and speed testing, or

(c) for a purpose not allowed by the permit under which the vehicle is used, where the vehicle is a transport vehicle, or

(d) without side-car being attached where the vehicle is a Motorcycle; or

(ii) a condition excluding driving by a named person or persons or by any person who is not duly licensed, or by any person who has been disqualified for holding or obtaining a driving licence during the period of disqualification; or

(iii) a condition excluding liability for injury caused or contributed to by conditions of war, Civil war, riot or Civil commotion; or

b) that the Policy is void on the ground that it was obtained by the non-disclosure of a material fact or by a representation of fact which was false in some material particular."

21. This Section is corresponding to Section 96 of the old Act. In *Iffco Tokyo General Insurance Company v. Jafer Sadiq*, (2012 (1) TN MAC 394 (DB), a Division Bench of this Court (where I was a party) had an occasion to deal with the provisions under Section 96 of the old Act and the provision under Section 149 (2) (a) of the New Act.

22. On a comparative reading of the relevant provisions, we found that upon careful reading of the provisions there is a draftsman's mistake which went unnoticed for all these years under Section 149(2). This Court found as follows:

"36. In the comparative table shown above, Section 96, Clause (ii) (Old Act) deals with the grounds of defence available to the Insurance Company. Sub-clause (a) relates to a Policy which was cancelled

by mutual consent, etc., sub-clause (b), which is very important which deals with three conditions -

(i) (a) use of the vehicle for hire or reward not covered by a Permit (b) for organized racing and speed testing (c) use of vehicle for a purpose not allowed by the Permit (d) without side-car being attached, where the vehicle is a Motorcycle.

(ii) deals with vehicle being driven by a person not duly licensed with.

(iii) deals with when the policy is void. - Section 96(2-A) was inserted w.e.f. 16.2.1957.

37. Now if we look at Section 149 of the Act 1988, in sub-section (2) to Section 149; what was in Section 96(2)(a) viz., the defence on cancellation of Policy is not incorporated rather it is deleted. Therefore necessarily, sub-clause (b) of Section 96(2) has become now 149(2)(a). Consequently, 96(2)(c) has become 149(2)(b). Further, consequently, sub-clause (2-A) has been e- numbered as 3. Therefore, 96(3) of the Old Act is now 149(4).

38. Now 96(3) & 149(4) are in pari material which it should not be.

MOTOR VEHICLES ACT, 1939	MOTOR VEHICLES ACT, 1988
96. Duty of insurers to satisfy judgments against persons insured in respect of third party risks. -(3) Where a certificate of insurance has been issued under sub-section (4) of Section 95 to the person by whom a policy has been effected, so much of the policy as purports to restrict the insurance of the persons insured thereby by reference to any conditions other than those in clause (b) of sub-section (2) shall, as respects such liabilities as are required to be covered by a policy under clause (b) of sub-section (1) of Section 95, be of no effect:	149. Duty of insurers to satisfy judgments and awards against persons insured in respect of third party risks. -(4) Where a certificate of insurance has been issued under sub-section (3) of Section 147 to the person by whom a policy has been effected, so much of the policy as purports to restrict the insurance of the persons insured thereby by reference to any condition other than those in clause (b) of sub-section (2) shall, as respects such liabilities as are required to be covered by a policy under Clause (b) of sub-section (1) of Section 147, be of no effect:

MOTOR VEHICLES ACT, 1939	MOTOR VEHICLES ACT, 1988
Provided that any sum paid by the Insurer in or towards the discharge of any liability of any person which is covered by the Policy by virtue only of this sub-section shall be recoverable by the Insurer from that person.	Provided that any sum paid by the insurer in or towards the discharge of any liability of any person which is covered by the Policy by virtue only of this subsection shall be recoverable by the Insurer from that person.

39. The reason being after the sentence "by reference to any condition other than those in clause (b) of sub-section (2) shall be of no effect", relates to old "b" which includes a condition excluding driving by a person who is not duly licenced. When it comes to Section 149(4), rightly or wrongly the sentence "by reference to any condition other than those in clause (b) of subsection (2) shall be of no effect" which relates to the present Clause (b) which reads as that the Policy is void on the ground, etc., whereas it should have been "(a)" which relates to condition excluding driving by a person who is not duly licenced.

40. The difference is very revealing and we do not think it is a mistake or error. But the Parliament appears to have introduced a very significant change under the replacing statute to mean that the defences of Insurer, while being confined to those available under Section 149(2), in respect of defences other than those under Section 149(2), as a rule the Insurer may have to pay and recover. Only under Section 149(2)(b) which relates to void Policy the Insurer can seek complete exoneration from liability. That is the understanding we get from comparative reading of Section 96(3) and Section 149(4) of the Act.

41. Since the language in Section 149(4) is in pari material with Section 96(3) of the Old Act, it gives an impression that while the Parliament or the draftsman have chosen to use the same expression 'clause (b) of sub-section (2) as used in Section 96 (3), the content and substance of the said provision is different as illustrated above. Whether it is the act of Parliament or the error of draftsman, the impact and the effect is very significant affording enormous protection to the innocent motor accident victims providing them improved and better protection in the new Act.

42. A comparative reading as above would show that the Parliament in its wisdom, apart from restricting permissible defences of Insurer to those enumerated under Section 149(2), has gone beyond and ensured that all other defences other than those provided under Section 149(2) would be of no effect in so far as third party victims are concerned.

43. At the risk of repetition we point out that the defence under Section 149(2)(b) relates to the Policy of the Insurance held to be void under Certain circumstances. Only in a case where the Policy of the Insurance is found to be void as per Section 49(2)(b) the Insurer may be justified in refusing indemnity."

23. This anomaly was pointed out by Mr. S. Srinivasa Ragavan, an Advocate for Insurance Companies, in his article 'LIFTING THE LEGISLATIVE VEIL' published in 2010 (4) CTC 68 J.S. It is pointed out that 'While drafting sub-section (4) of Section 149 of the M.V. Act in 1988, the parliament ought to have amended the provision of law by making clause (b) as clause (a)". In my view, as expressed in the judgment in Iffco Tokyo General Insurance Company v. Jafer Sadiq, 2012 (1) TN MAC 394 (DB), whether it is the draftsman's mistake or the wisdom of the parliament, in fact the New Act had denied the right of the Insurance Company to avoid its liability in cases of driving licences. In that case, even the defence of questioning the licence of the driver is not available to the Insurer. Though there was a suggestion on the side of the Insurance Company, that it is only a draftsman's mistake, we held that it is the wisdom of the Parliament restricting the defences of the Insurer.

24. Therefore, as per the dictum laid down in National Insurance Co. Ltd. v. Swaran Singh and others, 2004 (1) TN MAC 104 (SC) : 2004 (1) TAC 321 (SC); in United India Insurance Co. Ltd. v. S. Saravanan, 2009 (2) TN MAC 103 (DB); in Bajaj Allianz General Insurance Co. Ltd., Pune v. P. Manimozhi and others, 2010 (2) TN MAC 542 (DB), in Branch Manager, United India Insurance Co. Ltd., Dharmapuri Town v. Nagammal and others, 2009 (1) TN MAC 1 (FB) and in Jawahar Singh v. Bala Jain and others, 2011 (1) TN MAC 641 (SC); and in Iffco Tokyo General Insurance Company v. Jafer Sadiq, 2012 (1) TN MAC 394 (DB), it is settled that if the Insurer establishes that there is a breach of Policy condition under Section 149(2)(a)(ii), the Insurance Company though not liable, as

it has successfully established its defence, can be directed to pay and recover from the insured.

25. However, in *New India Assurance Co. Ltd. V. Chandran and another*, 2010 (1) TN MAC 65, a learned Single Judge of this Court has held that Where the Insurance Company has positively proved that on the date of accident, the driver of the offending vehicle has not possessed of any licence at all, the owner of the vehicle alone liable to pay compensation. The order of the Larger Bench in *National Insurance Co. Ltd. V. Swaran Singh and others*, 2004 (1)TN MAC 104 (SC), directing the Insurance Companies to pay and later recover even in cases of 'did not hold any licence at all' was negatived holding. It is not a precedent binding on the Courts.

26. In my humble opinion in *Sardari v. Sushil Kumar*, 2008 (1) TN MAC 294 (SC) (cited supra) the question of pay and recover was not considered at all. In *Branch Manager, New India Assurance Co. Ltd. V. Muralikrishnan and another*, 2010(3) MLJ 271, P.K. Mishra, H. laid down a ratio decidendi which is as follows: "The judgment of the Supreme Court in *National Insurance Company Ltd. V. Vidhyather Mahariwala and others*, 2008 (2) TN MAC 369 (SC) : 2008 (6) CTC 254 (SC) does not, as a rule, exclude the "pay and recover" policy in all cases." It applies to *Sardari's* case also. Similarly, the learned Single Judge has dealt with only Article 142 of the Constitution of India and the self-contained relief under Section 149(4) of the M.V. Act was not urged before the Court for pay and recover."

27. I am of the considered view that the defence available under Section 149(2)(a)(ii) which relates to duly licenced includes no licence also. The contention that in the case of no licence at all the insured was guilty of negligence and failed to exercise reasonable care in the matter fulfilling the Policy condition can not be acceptable as the victim can not suffer for the failure of the insured. The wisdom of the Three-Judges Bench of the Supreme Court in *British India General Insurance Co. Ltd. V. Captain Itbar Singh and others*, 1958-1965 ACJ 1, is very relevant. This Court is also bound by the decision of the Full Bench in *Branch Manager, United India Insurance Co. Ltd., Dharmapuri Town v. Nagammal and others*, 2009 (1) TN MAC 1 (FB) (cited supra) wherein it is held that - "Where it (Insurance Company) is successful in its defence, it may yet be

required to pay the amount to the Claimant and thereafter recover the same from the owner....." It is also relevant to refer to Jawahar Singh v. Bala Jain and others, 2011 (1) TN MAC 641 (SC), where the Supreme Court upheld the order of the Tribunal directing the Insurer to pay and recover from the insured in case of a Minor who did not possess and could not have possessed any licence at all, caused the accident. Therefore, even in case of no licence if the Insurance Company establishes that the driver of the insured vehicle was not in possession of any type of licence, the Insurance Company is to be exonerated but as per sub-section (4) & (5) of Section 149 of the Act, they can be directed to pay and recover. Therefore, the questions are answered accordingly in all the Civil Miscellaneous Appeals. Since in all the above Appeals the Insurance Company has established no licence to the drivers, the Appellants are exonerated but directed to pay the compensation and recover the same from the owner of the vehicle in the same proceedings.

28. In Oriental Insurance Co. Ltd. V. Shri Nanjappan and others, 2004 (1) TN MAC 211 (SC) : 2004 (2) CTC 464 (SC) : 2004 (1) ACC 524 (SC) the mode of recovery is being mentioned and therefore the Counsel of the Insurance Company requested this Court to incorporate such mode to enable the Insurance Company to recover the compensation paid from the owner. Since the mode of recovery is not mentioned in the orders of the Tribunal, I see there is a force in the argument of the learned Counsels for the Insurance Companies.

29. In the result, all the Appeals are disposed of holding that in all the cases of no licence, the Insurance Company, though exonerated but directed to pay and recover the same from the owner of the vehicle. The Insurance Company is entitled to recover the compensation as per the mode incorporated in Paragraph 7 of Oriental Insurance Co. Ltd. V. Shri Nanjappan and others, 2004 (1) TN MAC 211 (SC) ; 2004 (2) CTC 464 (SC) : 2004 (1) ACC 524 (SC), which is incorporated as follows:

"For the purpose of recovering the compensation amount from the insured, the Insurer shall not be required to file a Suit. It may initiate a proceeding before the concerned Executing Court as if the dispute between the Insurer and the insured was the subject matter of determination before the tribunal

and as if the issue is decided against the owner and in favour of the Insurer. A notice shall be issued to the insured to furnish security for the entire amount. The offending vehicle shall be attached as a part of the security. If necessary arises, the Executing Court shall take assistance of the concerned Regional Transport Authority. The Executing Court shall pass appropriate orders in accordance with law as to the manner in which the insured/owner of the vehicle shall make payment to the Insurer. In case there is any default it shall be open to the Executing Court to direct realization by disposal of the securities to be furnished or from any other property of the insured".

10. Further, in yet another decision in *S.Iyyapan v. United India Insurance Co. Ltd.*, reported in 2013 (7) SCC 62, the Hon'ble Supreme Court, while dealing with a similar contention of a valid and effective driving licence, at Paragraph 17, held as follows:

"Hence, in our considered opinion, the insurer cannot disown its liability on the ground that although the driver was holding a licence to drive a light motor vehicle but before driving light motor vehicle used as commercial vehicle, no endorsement to drive commercial vehicle was obtained in the driving licence. In any case, it is the statutory right of a third party to recover the amount of compensation so awarded from the insurer. It is for the insurer to proceed against the insured for recovery of the amount in the event there has been violation of any condition of the insurance policy."

11. Owner of the vehicle, against whom, right of recovery has been granted, has not preferred any appeal. Hence, in the light of the decisions made in *ICICI Lombard General Insurance Company Ltd., v. Annakkili and others* reported in 2012 (1) TNMAC 227 and *S.Iyyapan v. United India Insurance Co. Ltd.*, reported in 2013 (7) SCC 62, this Court is of the view that there is no manifest illegality in fastening liability on the appellant-Insurance Company to pay compensation to the respondents/claimants and then, to recover the same, from the owner of the vehicle.

12. As regards quantum of compensation, PW.1, wife of the deceased, has deposed that at the time of accident, the deceased, aged about 49 years, was an Office Assistant in the

Sub Registrar's Office, Kelamangalam and to support the same, marked Ex.P7 - Salary Certificate. An Assistant, working in Sub-Registrar Office, Kelamangalam, has been examined was PW.3 and through him, Ex.C1 - Authorisation Letter, Ex.C2 - Service Book, Ex.C3 - Salary Certificate, Ex.C4 - Completion of skill test for Junior Assistant and Ex.C5 - Consent letter given by the Regional Transport Officer, have been marked. Income of the deceased, based on the evidence of PW.3, Assistant and Ex.P7 - Salary Certificate, cannot be said to be erroneous.

13. Addition of 30% of the income, towards future prospects, is in terms of the decision of the Hon'ble Apex Court in Rajesh v. Rajbir Singh reported in 2013 (2) TNMAC 55 (SC). Application of '13' multiplier, as per Sarla Verma v. Delhi Transport Corporation reported in 2009 (5) LW 561, is proper. Computation of loss of contribution to the family has been done, only for 13 years. Quantum of compensation of Rs.32,90,508/-, awarded to the legal representative of the deceased, cannot be said to be on the higher side, warranting interference.

14. Accident has occurred on 11.01.2014. The Claims Tribunal has taken note of the principles laid down, while arriving at the quantum of compensation. Though quantum of compensation is stated to be on the higher side, having regard to the age of the deceased, sole breadwinner to the family, Rs.28,124/- taken as monthly income by the Claims Tribunal, for computing the loss of contribution to the family, cannot be said to be erroneous.

15. In the result, the Civil Miscellaneous Appeal is dismissed. The appellant-Insurance Company is directed to deposit the award amount, with accrued interest and costs, to the credit of M.C.O.P.No.523 of 2014, on the file of the Motor Accidents Claims Tribunal (Special District Court), Dharmapuri, within a period of four weeks from the date of receipt of a copy of this order. By this time, the minor respondents would have attained majority. On such deposit being made, the respondents/claimants are permitted to withdraw the same, by making necessary applications before the Tribunal. No costs. Consequently, connected Miscellaneous Petition is also closed.

-s/d-
Assistant Registrar(CSVIII)

True Copy

Sub-Assistant Registrar

skm

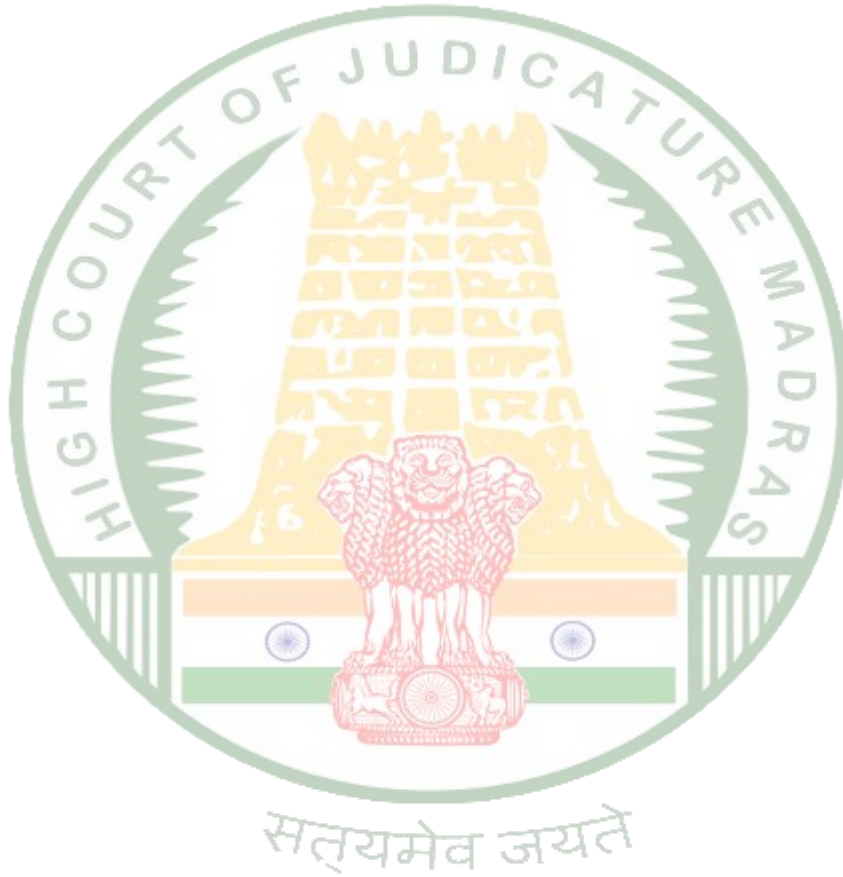
To

The Motor Accidents Claims Tribunal
(Special District Court), Dharmapuri.

+1 cc to Mr.M.Selvam Advocate sr 16127

C.M.A.No.881 of 2017

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