



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.07.2017

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THE HONOURABLE Dr. JUSTICE. S.VIMALA

C.M.A.No.2152 of 2017

and

C.M.P.No.11405 of 2017

United India Insurance Co. Ltd.,
Namakkal

.. Appellant/2nd respondent

versus

1. Dhanalakshmi
2. V.Panneerselvam (died)
3. Premanand
4. Hemalatha
5. Deepa

..Respondents/Petitioner &
Respondents 1,3 to 5

Prayer: Appeal filed under Section 173 of Motor Vehicle Act 1988, against the Judgment and Decree dated 31.10.2005 made in M.A.C.T.O.P.No.284 of 1994 on the file of the Motor Accident Claims Tribunal (Chief Judicial Magistrate), Namakkal.

For Appellant : M/s.K.Suryanarayanan
For Respondents: Mr. S.P.B.Duraisamy for R-1

JUDGMENT

The claimant/injured Dhanalakshmi, aged 32 years, an agriculturist, filed a claim petition claiming compensation of Rs.2,00,000/- for the injuries suffered by her in the accident that happened on 03.09.1992.

2. The Tribunal, after enquiry, and considering the oral and documentary evidence placed before it, awarded compensation in a sum of Rs.60,000/- with interest at 7.5% p.a. from the date of claim petition till date of

3. The quantum of compensation is not under challenge, but the liability to pay compensation by the Insurance Company is under challenge, for it is submitted by the appellant that the mode of accident itself is relevant in this case and on appreciation of the same it would be evident that the appellant herein is not liable to pay the compensation, but it would be respondents 3 to 5, excluding the 2nd respondent, who has since died, who will be jointly and severally liable to pay the compensation.



4. The main contention advanced by the learned counsel for the appellant is that only the Tractor is insured with the appellant and not the trailer, which was attached with the tractor. In such circumstances, it is submitted that the Insurance Company ought not to have been fastened with the liability to pay the compensation. It is the further contention of the appellant that the claimant sustained injuries only due to the involvement of uninsured trailer and therefore, the liability fastened on the Insurance Company has to be set aside.

5. It is but necessary for this Court to dwell into the reasons that had prevailed upon the Tribunal to fasten the liability on the insurance company, for which it is necessary to peruse the impugned order passed by the Tribunal.

6. R.W.1 was examined by the appellant before the Tribunal, whose evidence has been discussed threadbare by the Tribunal. The evidence of the Investigating Officer reveals that the tractor alone has been insured with the appellant and not the trailer. It is further evident from the deposition of R.W.1 that after the accident, the appellant issued notice on the respondents/owners of the tractor calling upon them to produce the RC book as well as the driving licence, however, the same was not produced. The Insurance Certificate with reference to the tractor and other relevant documents along with driving licence had been produced by the first respondent herein before the Motor Vehicle Inspector.

7. In the above backdrop of evidence, it is submitted by the appellant that the valid insurance certificate for the tractor and trailer not having been produced by respondents 2 to 5 herein along with a valid driving licence, fastening of liability on the appellant is not justified and if at all any claim is to be paid, the same has to be paid only by respondents 2 to 5 and not by the insurer.

8. A perusal of the order passed by the Tribunal reveals that the Tribunal has rendered a categorical finding that the claimant sustained injuries only due to the hitting of the tractor against the claimant. It is not in dispute that the tractor was insured with the appellant herein. The Tribunal has observed that the trailer cannot be operated independently without the tractor and therefore, even if the trailer had been given a separate registration number, it is shown as tractor along with trailer, which is involved in the accident. Therefore, the Tribunal has fastened the liability on the insurer of the tractor to compensate the claimant.

9. This Court has considered the reasoning advanced by the Tribunal for fastening the liability on the insurer. A trailer is not a mechanically operated vehicle, but it is always attached to a tractor, which pulls the trailer. The trailer cannot function alone, but can function only with the aid of a



tractor. Therefore, the mechanical operated vehicle is the tractor, which, even according to the parties to the lis was insured with the appellant. That being the case, even if it is assumed for the sake of argument that the trailer had hit the claimant, definitely it was because of the tractor pulling the trailer had hit the claimant. But for the tractor pulling the trailer, the accident would not have happened. Therefore, the finding of the Tribunal that the trailer cannot be operated independently de hors the tractor is fully justified and warrants no interference. Once it is held that the tractor was the cause for the accident, the consequent order of payment of compensation ordered by the Tribunal is also fully justified. Therefore, this Court is of the considered view that no interference is called for with the well considered findings rendered by the Tribunal and, accordingly, this appeal is liable to be dismissed.

10. Accordingly, the Civil Miscellaneous Appeal is dismissed confirming the award passed by the Tribunal in M.A.C.T.O.P.No.284 of 1994 on the file of the Motor Accident Claims Tribunal (Chief Judicial Magistrate), Namakkal. Consequently, connected miscellaneous petition is closed. No costs.

11. The appellant/insurance company is directed to deposit the award amount together with interest at 7.5% p.a. from the date of claim petition till the date of deposit, less the amount, if any, deposited, to the credit of the claim petition within a period of four weeks from the date of receipt of a copy of this order. On such deposit being made, the Tribunal is directed to transfer the amount directly to the bank account of the claimant through RTGS within a period of two weeks thereafter.

Sd/-
Assistant Registrar(CS-V)

//True Copy//

Sub Assistant Registrar

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To

1. The Motor Accident Claims Tribunal
(Chief Judicial Magistrate), Namakkal.
2. The Section Officer,
V.R.Section, High Court, Chennai.

C.M.A.No.2152 of 2017

PA (CO)
EU (08/03/2018)