IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.05.2020

CORAM:

THE HONOURABLE MR. JUSTICE N.ANAND VENKATESH

C.M.A. No. 2306 of 2018

M/s. Cholamandalam MS General Insurance Company Limited,
Trichirappalli. …Appellant/2nd Respondent

Versus

1. Mr. Subramani @ Subramaniyan,
2. Mrs. Rajakumari

….1 and 2 Respondents/Petitioners

3.Mr. D Ramesh
(Exparte before the Tribunal)
…..3rd Respondent/1st Respondent

Prayer: This Civil Miscellaneous Appeal has filed under Section 173 of Motor Vehicles Act, 1988, against the order dated 27.03.2018 made in MCOP. No. 85 of 2015 on the file of the Motor Accident Claims Tribunal/ Principal District Court, Perambalur.

For Appellant : Mr. Vijayaraghavan N

For Respondents : Mr. T Gopinath - R1 & 2

ORDER

This appeal has been taken up for hearing with the consent of both parties. The appellant/Insurer has communicated their consent along with the consent of the counsel of the respondent/claimant which they have obtained through digital mode, namely, WhatsApp message. This court is satisfied with the consent expressed by both sides through such digital mode, given the peculiar circumstances created by the pandemic- COVID19.

2.The appeal has been filed by the appellant/2nd respondent insurance company. Pending appeal, they have negotiated a compromise with the counsel for the claimants. Proof of consent of the insurer for the said compromise has been e-mailed to this court along with the consent obtained by them from the counsel for the claimants. There is such evidence by way of letter from the counsel for the claimants which has been sent by WhatsApp to the counsel for the insurance company. The counsel for the claimants has assured and confirmed that consent of the claimants for the said compromise has been duly obtained.

3.In view of the claimant facing a lack of internet facility, the counsel for claimant has captured their consent in his letter itself.

4.I am satisfied that the claimants and insurance company have reached a compromise for the settlement of the claim of Rs.9,50,000/- in full quit, as against the award of the Claims Tribunal dated 27.03.2018, for Rs.10,10,000/- with interest & cost.

5.It is brought to my notice that the insurance company has deposited a sum of Rs.12,18,577/- pursuant to the orders of interim stay. The entire award amount has already been deposited with interest and costs before the Tribunal and hence, the Insurance Company is entitled to withdraw the balance amount with accrued interest out of the amount deposited in the Tribunal.

6.The mother & father being 1st and 2nd respondents are permitted to withdraw a sum of Rs.4,75,000/- each, out of the compromise amount of Rs.9,50,000/- in full quit. The insurer shall be entitled to withdraw the balance of Rs.2,68,577/- with accrued interest, if any. The Claims Tribunal shall disburse the award amount to the claimants on proper identification by the counsel for the claimants in a manner known to law.

7.The appeal shall stand disposed of accordingly and there shall be no orders as to interest or costs.

Sd/-
Assistant Registrar(CS V)

//True Copy//

Sub Assistant Registrar

KP

To

The Motor Accident Claims Tribunal,
Principal District Court,
Perambalur.

C.M.A. No. 2306 of 2018

kj[co]
srg 31/08/2021