



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 23.07.2021

CORAM:

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM
and
THE HONOURABLE MR.JUSTICE B.PUGALENDHI

C.M.A. (MD) .No.896 of 2017
and C.M.P (MD) .No.9587 of 2017

TATA AIG Insurance Company Ltd.,
Represented by its Manager,
No.4, 5, AA Towers 3rd Floor,
Bye-pass Road,
Ellish Nagar,
Madurai.

... Appellant/3rd Respondent
Vs.

1.Ramalakshimi
2.Minor Santhana Vinith
3.Minor Santhana Vignesh
(Minors are represented by their next
friend and guardian, the 1st respondent)

4.Rajeswari
5.Murugan
6.Umadevi
7.Pandian

...Respondents 1 to 5/Petitioners

...Respondents 6 & 7/ 1 & 2 Respondents

PRAYER: Civil Miscellaneous Appeal is filed under Section 173 of Motor Vehicles Act 1988 to set aside the Judgment and Decree dated 21.04.2017 passed in MCOP No.19 of 2012 on the file of the Motor Accident Claims Tribunal (Sub-Judge), Devakottai.

For Appellant : Mr.B.Vijay Karthikeyan

For Respondents : Mr.J.Anandkumar (for R1 to R4 & R5)
Mr.H.Lakshmi Shankar (for R7)
No Appearance (for R6)

J U D G M E N T

[Judgment of the Court was delivered by K.KALYANASUNDARAM, J.]

This appeal arises out of the Judgment and award passed by the Motor Accident Claims Tribunal, Sub-Court, Devakkottai in MCOP No.19 of 2012.



of 2012, wherein, the Tribunal has awarded compensation of Rs.39,10,000/- against the claim of Rs.15,00,000/-.

2.The facts in brief necessary for disposal of the appeal would run thus:-

One Chandrakumar met with an accident at 09.30 a.m on 21.12.2011 when he was riding his TVS Sports motorcycle bearing Reg.No.TN-67-AB-4617 and succumbed to the injuries. His wife, two minor children and his parents approached the Tribunal seeking compensation of Rs.15,00,000/- alleging that when the deceased was riding his motorcycle near Kottai main road, Karaikudi, a car bearing Reg.No.TN-60-T-0050 was driven in a rash and negligent manner and hit against the two wheeler, in which, the said Chandrakumar sustained injuries on his head and neck. Though he was immediately carried to Karaikudi Government hospital, but he died.

3.According to the claimants, the deceased was 27 years and he was hale and health at the time of accident and he was earning Rs.15,000/- per month by working as a Labour Contractor under Construction Engineer Ambrose. It is further stated that even though the first respondent sold the vehicle to the second respondent and R.C was also transferred in the name of the purchaser, the insurance policy was taken in the name of the original owner and it was in force on the date of accident and hence, all the respondents are liable to pay compensation.

4.The first respondent/Umadevi filed a counter statement denying and disputing the averments made in the claim petition. According to her, she purchased the car on 01.07.2010 from APT Maruti and it was insured with Bajaj Allianz Insurance Company. Since the car involved in a major accident on 22.10.2010, it was surrendered to Insurance Company and thereafter, settled the loan amount obtained from Sundaram Finance. However, the Insurance Company and the Maruti Agent sold the vehicle without changing her name and the accident had taken place long thereafter. Hence, no liability can be fastened on the first respondent.

5.The appellant, who was arrayed as third respondent in the claim petition filed a detailed counter contending that a cheque issued for a sum of Rs.15,867/- by the first respondent dated 19.07.2011 towards payment of policy amount was presented on 28.07.2011 and it got dishonoured for insufficient fund. Hence, on 07.08.2011, the insurer cancelled the policy and informed the same to the first respondent and a copy was sent to the Regional Transport Officer, Periyakulam. Hence, on the date of accident, there is no contract with the first respondent and therefore, the insurer is not liable to pay compensation. The age, income and other averments including manner of accident made in the claim petition were denied as false and incorrect.



6. During trial, on behalf of the claimants, 3 witnesses were examined and 8 documents were marked. The appellant examined one Mithun Maharaja as R.W.1 and produced 4 documents. Based on evidence adduced by the parties, the Tribunal held that the accident happened due to the negligence of the driver of the car and awarded compensation as mentioned above. Challenging the same, the present appeal has been filed.

7. The learned counsel appearing for the appellant Mr.B.Vijay Karthikeyan would urge that the appellant has proved that the cheque, issued towards the payment of insurance premium got dishonoured due to insufficient fund, which resulted in cancellation of insurance policy and the same was intimated to the insured. Since no premium was received by the appellant, there was no contract of insurance policy between the appellant and the owner of the vehicle on the date of accident. The learned counsel drawing the attention of this Court to the counter filed by the first respondent in the claim petition that the vehicle was sold when it was involved in the accident on 22.10.2010 submitted that on the date of accident, the first respondent in the claim petition/6th respondent herein was not the owner of the car. Criminal case registered against Pandian/the second respondent in the claim petition proves transfer of vehicle, hence, the decree directing the appellant to pay the compensation cannot be sustained. It is next contended that the award amount is excessive and it has to be reduced.

8. Per contra, learned counsel appearing for the respondents 1 to 5 Mr.J.Anandkumar and learned counsel appearing for the 7th respondent Mr.H.Lakshmi Shankar supported the judgment of the Tribunal and submitted that pursuant to the counter filed by the first respondent/Umadevi, no evidence was let in to establish that she sold the vehicle to the second respondent at the relevant point of time and it is an admitted fact that on the date of the accident, the vehicle stood in the name of the first respondent as per the Registration Certificate and hence, there is no illegality in the conclusion reached by the Tribunal. In this regard, the learned counsel cited the following decisions:-

- (i) **(1998)1 SCC 371 (Oriental Insurance Co., Ltd. vs. Inderjit Kaur and others),**
- (ii) **(2012)5 SCC 234 (United India Insurance Company Limited vs. Laxamma and others),**
- (iii) **(2018)3 SCC 1 (Naveen Kumar vs. Vijaykumar and others),**
- (iv) **(2001)8 SCC 748 (Dr.T.V.Jose vs. Chacko P.M. alias Thankachan and others),**
- (v) **(2011)2 SCC 240 (Pushpa @ Leela & others vs. Shakuntala and others).**



9.The learned counsel appearing for the claimants also placed reliance on the decision of this Court reported in **2019(1) TNMAC 54 (Andal and others vs. Avinav Kannan and others)** in support of his contention that rising in cost of living, inflation can be taken note of to fix the income of the deceased.

10.This Court paid anxious consideration to the rival submission and perused the materials available on record.

11.In the present case, there is no dispute that the claimants are the legal heirs of the deceased Chandrakumar, who received fatal injuries in the accident that had taken place on 21.12.2011. The first claimant gave the evidence as P.W.1. P.W.2 is the co-employee of the deceased and was examined as eyewitness to the incident. P.W.2 has clearly stated that the deceased Chandrakumar was a Labour Contractor about 10 to 12 persons were working under him for construction of building of an Engineer Ambrose. He deposed that at 09.00 p.m on 21.12.2011, when the deceased rode his motorcycle on Karur-Trichy main road from west to east direction, a maruti car, which was coming from the opposite direction, hit against the motorcycle. In the impact, the deceased sustained grievous injuries and died subsequently. To corroborate the evidence of P.W.2, the claimants produced Ex.P.1-Copy of the First Information Report and Ex.P.5-Charge Sheet to show that the driver of the car faced criminal prosecution. No contra evidence was let in on behalf of the respondents to substantiate there case. Hence, the Tribunal has safely held that the accident occurred due to the negligence of the driver of the Maruti car. We find no reason to interfere with the conclusion arrived at by the Tribunal.

12.We must also mention here that the finding of the Tribunal on negligence is not seriously disputed, but the challenge in this appeal is only on liability. It is the case of the appellant that on 19.07.2011 on receipt of a cheque, issued for payment of premium for maruthi car, a policy was issued for a period from 20.07.2011 to 19.07.2012. However, the cheque got dishonoured on 28.07.2011 for want of funds. It is the specific case of the appellant that the dishonour of cheque was intimated to the insured. To prove the said contention, they examined R.W.1 and marked the dishonoured cheque (Ex.R1), Intimation from the Bank (Ex.R2), Intimation of dishonour of cheque to the insured (Ex.R3) and the Cancellation of Policy (Ex.R4). The liability of the appellant was disputed on two folds. Firstly on the date of accident, the offending vehicle was sold by original owner Umadevi, but the policy was taken in her name. Secondly, no premium was paid as the cheque issued towards payment of premium got dishonoured and dishonour of the cheque and cancellation of policy was duly intimated to the insured.



13.The issue arises for consideration in this case whether the registered owner is still liable to satisfy the award after transfer of the vehicle has been decided by the Apex Court, in the decisions referred infra, wherein, it has been consistently held and observed that even after transfer of the vehicle, the registered owner is liable to pay compensation.

(i) In **(2001)8 SCC 748** (cited supra), it has been held as follows:-

"9.Mr. Iyer appearing for the Appellant submitted that the High Court was wrong in ignoring the oral evidence on record. He submitted that the oral evidence clearly showed that the Appellant was not the owner of the car on the date of the accident. Mr. Iyer submitted that merely because the name had not been changed in the records of the R.T.O. did not mean that the ownership of the vehicle had not been transferred. Mr. Iyer submitted that the real owner of the car was Mr. Roy Thomas. Mr. Iyer submitted that Mr. Roy Thomas had been made party Respondent No.9 to these Appeals. He pointed out that an Advocate had filed appearance on behalf of Mr. Roy Thomas but had then applied for and was permitted to withdraw the appearance. He pointed out that Mr. Roy Thomas had been duly served and a public notice had also been issued. He pointed out that Mr. Roy Thomas had chosen not to appear in these Appeals. He submitted that the liability, if any, was of Mr. Roy Thomas.

10.We agree with Mr. Iyer that the High Court was not right in holding that the Appellant continued to be the owner as the name had not been changed in the records of R.T.O. There can be transfer of title by payment of consideration and delivery of the car. The evidence on record shows that ownership of the car had been transferred. However the Appellant still continued to remain liable to third parties as his name continued in the records of R.T.O. as owner. The Appellant could not escape that liability by merely joining Mr. Roy Thomas in these Appeals. Mr. Roy Thomas was not a party either before MACT or the High Court. In these Appeals we cannot and will not go into the question of inter se liability between the Appellant and Mr. Roy Thomas. It will be for the Appellant to adopt appropriate proceedings against Mr. Roy Thomas if, in law, he is entitled to do so."

(ii) The Apex Court in **(2011)2 SCC 240** (cited supra), has held as follows:-

"14. The decision in Dr. T.V. Jose was rendered under the Motor Vehicles Act, 1939. But having regard to

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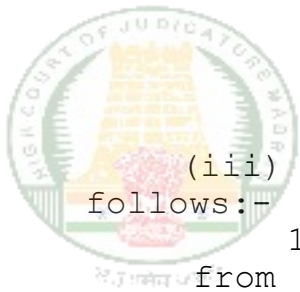


the provisions of section 2(30) and section 50 of the Act, as noted above, the ratio of the decision shall apply with equal force to the facts of the case arising under the 1988 Act. On the basis of these decisions, the inescapable conclusion is that Jitender Gupta, whose name continued in the records of the registering authority as the owner of the truck was equally liable for payment of the compensation amount. Further, since an insurance policy in respect of the truck was taken out in his name he was indemnified and the claim will be shifted to the insurer, Oriental Insurance Company Ltd.

15. Learned counsel for the insurance company submitted that even though the registered owner of the vehicle was Jitender Gupta, after the sale of the truck he had no control over it and the possession and control of the truck were in the hands of the transferee, Salig Ram. No liability can, therefore, be fastened on Jitender Gupta, the transferor of the truck. In support of this submission he relied upon a decision of this Court in National Insurance Company Ltd. vs. Deepa Devi & Ors., (2008) 1 SCC 414.

16. The facts of the case in Deepa Devi are entirely different. In that case the vehicle was requisitioned by the District Magistrate in exercise of the powers conferred upon him under the Representation of the People Act, 1951. In that circumstance, this Court observed that the owner of the vehicle cannot refuse to abide by the order of requisition of the vehicle by the Deputy Commissioner. While the vehicle remained under requisition, the owner did not exercise any control over it: the driver might still be the employee of the owner of the vehicle but he had to drive the vehicle according to the direction of the officer of the State, in whose charge the vehicle was given. Save and except the legal ownership, the registered owner of the vehicle had lost all control over the vehicle. The decision in Deepa Devi was rendered on the special facts of that case and it has no application to the facts of the case in hand.

17. In light of the discussion made above it is held that the compensation amount is equally realisable from respondent no.3, Oriental Insurance Company Ltd. and it is directed to make full payment of the compensation amount as determined by the Claims Tribunal to the appellants within two months from the date of this judgment."



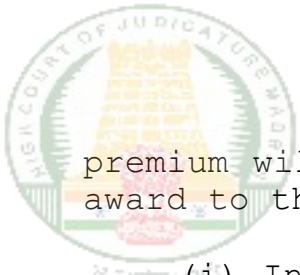
(iii) In **(2018) 3 SCC 1**, the Hon'ble Supreme Court has held as follows:-

13.The consistent thread of reasoning which emerges from the above decisions is that in view of the definition of the expression 'owner' in Section 2(30), it is the person in whose name the motor vehicle stands registered who, for the purposes of the Act, would be treated as the 'owner'. However, where a person is a minor, the guardian of the minor would be treated as the owner. Where a motor vehicle is subject to an agreement of hire purchase, lease or hypothecation, the person in possession of the vehicle under that agreement is treated as the owner. In a situation such as the present where the registered owner has purported to transfer the vehicle but continues to be reflected in the records of the registering authority as the owner of the vehicle, he would not stand absolved of liability. Parliament has consciously introduced the definition of the expression 'owner' in Section 2(30), making a departure from the provisions of Section 2(19) in the earlier Act of 1939. The principle underlying the provisions of Section 2(30) is that the victim of a motor accident or, in the case of a death, the legal heirs of the deceased victim should not be left in a state of uncertainty. A claimant for compensation ought not to be burdened with following a trail of successive transfers, which are not registered with the registering authority. To hold otherwise would be to defeat the salutary object and purpose of the Act. Hence, the interpretation to be placed must facilitate the fulfilment of the object of the law. In the present case, the First respondent was the 'owner' of the vehicle involved in the accident within the meaning of Section 2(30). The liability to pay compensation stands fastened upon him. Admittedly, the vehicle was uninsured. The High Court has proceeded upon a misconstruction of the judgments of this Court in Reshma and Purnya Kala Devi.

14.The submission of the Petitioner is that a failure to intimate the transfer will only result in a fine under Section 50(3) but will not invalidate the transfer of the vehicle. In Dr T V Jose, this Court observed that there can be transfer of title by payment of consideration and delivery of the car. But for the purposes of the Act, the person whose name is reflected in the records of the registering authority is the owner. The owner within the meaning of Section 2(30) is liable to compensate. The mandate of the law must be fulfilled."

14.The next issue that is to be decided in this appeal is whether the dishonour of the cheque issued towards payment of

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premium will exonerate the insurer, it's liability to indemnify the award to the third parties.

(i) In **(1998)1 SCC 371** (cited supra), the Hon'ble Supreme Court made the insurer to satisfy the award despite dishonour of the cheque and intimation of cancellation of insurance policy on that account to the insured on public interest.

"9.We have, therefore, this position. Despite the bar created by Section 64-VB of the Insurance Act, the appellant, an authorised insurer, issued a policy of insurance to cover the bus with out receiving the premium therefor. By reason of the provisions of Section 147 (5) and 149(1) of the Motor Vehicles Act , the appellant became liable to identify third parties in respect of the liability which that policy covered and to satisfy awards of compensation in respect thereof notwithstanding its entitlement (upon which we do not express any opinion) to avoid or cancel the policy for the reason that the cheque issued in payment of the premium thereon had not been honoured.

10.The policy of insurance that the appellant issued was a representation upon which the authorities and third parties were entitled to act. The appellant was not absolved of its obligations to third parties under the policy because it did not receive the premium. Its remedies in this behalf lay against the insured.

11.We may note in this connection the following massage in the case of Montreal Street Railway Company vs.Normandin, A.I.R.1917 Privy Council 142;

'When the provisions of a statute relate to the performance of a public duty and the case is such that to hold null and void acts done in neglect of this duty would work serious general inconvenience or injustice go persons who have no control over those entrusted with the duty and at the same time would not promote the main object of the Legislature, it has been the practice to hold such provisions to be directory only, the neglect of them, though punishable, not affecting the validity of the acts done.'

12.It must also be noted that is was the appellant itself who was responsible for its predicament. It had issued the policy of insurance upon receipt only of a cheque towards the premium in contravention of the



provisions of Section 64-VB of the Insurance Act. The public interest that a policy of insurance serves must, clearly, prevail over the interest of the appellant."

15. In the case of **New India Assurance Co., Ltd., vs. Rula and others** reported in **(2000)3 SCC 195**, the Hon'ble Apex Court has opined that if, on the date of accident, there was a policy of insurance in respect of the vehicle in question, the third party would have a claim against the Insurance Company and the owner of the vehicle would have to be indemnified in respect of the claim of that party. Subsequent cancellation of the insurance policy on the ground of non-payment of premium would not affect the rights already accrued in favour of the third party.

16. The Apex Court in **National Insurance Co. Ltd. vs. Seema Malhotra** and others reported in **(2001)3 SCC 151** has observed as under:-

"17. In a contract of insurance when an insurer gives a cheque towards payment of premium or part of the premium, such a contract consists of reciprocal promise. The drawer of the cheque promises the insurer that the cheque, on presentation, would yield the amount in cash. It cannot be forgotten that a cheque is a Bill of Exchange drawn on a specified banker. A Bill of Exchange is an instrument in writing containing an unconditional order directing a certain person to pay a certain sum of money to a certain person. It involves a promise that such money would be paid.

18. Thus, when the insured fails to pay the premium promised, or when the cheque issued by him towards the premium is returned dishonoured by the bank concerned the insurer need not perform his part of the promise. The corollary is that the insured cannot claim performance from the insurer in such a situation.

19. Under Section 25 of the Contract Act an agreement made without consideration is void. Section 65 of the Contract Act says that when a contract becomes void any person who has received any advantage under such contract is bound to restore it to the person from whom he received it. So, even if the insurer has disbursed the amount covered by the policy to the insured before the cheque was returned dishonoured, insurer is entitled to get the money back.

20. However, if the insured makes up the premium even after the cheque was dishonoured but before the date of accident it would be a different case as payment of consideration can be treated as paid in the order in which the nature of transaction required it. As such an



event did not happen in this case the insurance company is legally justified in refusing to pay the amount claimed by the respondents."

17. Following the ratio laid down in the case of **Rula and others, Seema Malhotra**, in 2007, the Hon'ble Apex Court in **Deddappa and others vs. The Branch Manager, National Insurance Co. Ltd.** reported in **(2008)2 SCC 595**, has held as follows:-

"26. We are not oblivious of the distinction between the statutory liability of the Insurance Company vis-à-vis a third party in the context of Sections 147 and 149 of the Act and its liabilities in other cases. But the same liabilities arising under a contract of insurance would have to be met if the contract is valid. If the contract of insurance has been cancelled and all concerned have been intimated thereabout, we are of the opinion, the insurance company would not be liable to satisfy the claim.

27. A beneficial legislation as is well known should not be construed in such a manner so as to bring within its ambit a benefit which was not contemplated by the legislature to be given to the party. In *Regional Director, Employees' State Insurance Corporation, Trichur v. Ramanuja Match Industries* [AIR 1985 SC 278], this Court held :

"We do not doubt that beneficial legislations should have liberal construction with a view to implementing the legislative intent but where such beneficial legislation has a scheme of its own there is no warrant for the Court to travel beyond the scheme and extend the scope of the statute on the pretext of extending the statutory benefit to those who are not covered by the scheme."

We, therefore, agree with the opinion of the High Court.

28. However, as the appellant hails from the lowest strata of society, we are of the opinion that in a case of this nature, we should, in exercise of our extraordinary jurisdiction under Article 142 of the Constitution of India, direct the Respondent No.1 to pay the amount of claim to the appellants herein and recover the same from the owner of the vehicle viz., Respondent No.2, particularly in view of the fact that no appeal was preferred by him. We direct accordingly."

18. Approving the principles laid down in the above cases, in



(2012) 5 SCC 234 (cited supra), the Hon'ble Supreme Court has held as follows:-

"26. In our view, the legal position is this: where the policy of insurance is issued by an authorised insurer on receipt of cheque towards the payment of premium and such a cheque is returned dishonoured, the liability of the authorised insurer to indemnify the third parties in respect of the liability which that policy covered subsists and it has to satisfy the award of compensation by reason of the provisions of Section 147(5) and 149(1) of the MV Act unless the policy of insurance is cancelled by the authorised insurer and intimation of such cancellation has reached the insured before the accident. In other words, where the policy of insurance is issued by an authorised insurer to cover a vehicle on receipt of the cheque paid towards premium and the cheque gets dishonoured and before the accident of the vehicle occurs, such insurance company cancels the policy of insurance and sends intimation thereof to the owner, the insurance company's liability to indemnify the third parties which that policy covered ceases and the insurance company is not liable to satisfy awards of compensation in respect thereof.

27. Having regard to the above legal position, insofar as the facts of the present are concerned, the owner of the bus obtained the policy of insurance from the insurer for the period 16.04.2004 to 15.04.2005 for which premium was paid through cheque on 14.04.2004. The accident occurred on 11.05.2004. It was only thereafter that the insurer cancelled the insurance policy by communication dated 13.05.2004 on the ground of dishonour of cheque which was received by the owner of the vehicle on 21.05.2004. The cancellation of policy having been done by the insurer after the accident, the insurer became liable to satisfy the award of compensation passed in favour of the claimants."

19. A similar view was taken in the subsequent judgment reported in **2016(2) TN MAC 520**. Expect in the decision first cited above, in the subsequent decisions, it has been clearly held that in the event of dishonour of cheque, which was issued for payment of premium amount, if the policy was cancelled before the accident takes place, the insurer cannot be fastened the liability to satisfy the award amount. In the case of intimation of cancellation of policy after



the accident, the insurer is liable to pay the award amount and permitted to recover from the insured. In the case on hand, the evidence of R.W.1 and Exs.R1 to R4 would indicate that the cheque issued for payment of premium amount for the offending vehicle was not honoured, however, there is nothing on record to prove that before the accident, the cancellation of the policy was intimated to the insured. Hence, in our considered view, the appellant Insurance Company is liable to pay the award and thereafter, it can recover from the owner of the vehicle.

20.It is true that the Division Bench of this Court in **2019(1) TN MAC 54(DB) (Andal vs. Avinav Kannan)**, determined the notional income of the deceased at Rs.11,000/-. In our considered view, the Judgment is not helpful to the case of the claimants in this case as it is factually distinguishable. In the case referred by the learned counsel for the claimants, no income proof was filed and notional income was arrived at following the decision of the Apex Court in **Syed Sadiq Vs. United India Insurance Co. Ltd. (2014(1) TN MAC 459)** and it was held that the claimants are entitled for cost inflation index. But in the case on hand, the employer of the deceased has given evidence as P.W.3. In the claim petition itself, it is stated that the deceased was earning Rs.15,000/- per month and he died at the age of 27 years. P.W.3 has stated that the deceased was paid Rs.450/- per day and for over time work his salary was increased from Rs.15,000/- to Rs.18,000/-. The Tribunal on the basis of the testimony of P.W.3, arrived the income at Rs.15,000/-. In our considered view, the amount is excessive and it could be reasonable fixed at Rs.9,000/- per month, since we noticed no documentary evidence was produced to corroborate the evidence of P.W.3. Adding 40% towards future prospects, the income is assessed at Rs.12,600/-, from which, $\frac{1}{4}^{\text{th}}$ is deducted towards personal and living expenses. His contribution to the family comes to Rs.9,450/-, applying multiplier '17', the loss of dependency is arrived at Rs.19,27,800/- (9450 x 12x 17).

21.Considering the relationship of the claimants with the deceased, Rs.2,00,000/- is ordered towards loss of spousal consortium, parental consortium and filial consortium as per the decision of the Hon'ble Apex Court in the case of **Magma General Insurance Company Limited vs. Nanu Ram alias Chuhru Ram and others** reported in **(2018)2 TN MAC 452**. In addition, Rs.30,000/- is awarded for loss of estate and for funeral expenses. Accordingly, the amount awarded by the Tribunal Rs.39,10,000/- is reduced to Rs.21,57,800/-, which is rounded off Rs.21,60,000/-. In fine, the claimants are entitled for the modified amount of Rs.21,60,000/- with interest at 7.5% per annum from the date of the claim petition till the date of realization.

22.Accordingly, the Civil Miscellaneous Appeal is partly allowed. The appellant Insurance Company is directed to deposit the award amount with accrued interest and costs, less the amount already deposited, if any, within a period of eight weeks from the



date of receipt of a copy of this order and thereafter, recover the same from the owner of the vehicle. The wife of the deceased is entitled for Rs.10,00,000/-. The minor children are entitled to Rs.4,00,000/- each. The mother of the deceased is entitled to Rs.2,00,000/-. The father of the deceased is entitled to Rs.1,60,000/-. The major claimants are permitted to withdraw their share amount, less the amount already withdrawn, if any, together with proportionate interest and costs. The share of the minor claimants shall be deposited in any one of the nationalised banks, as fixed deposit under the Cumulative Deposit Scheme, till they attain majority and hand over the fixed deposit certificates to the mother of the minor claimants. On attainment of majority, the amount awarded to the minor claimants shall be disbursed to them with accrued interest and cost. No costs. Consequently, connected miscellaneous Petition is closed.

Sd/-

Assistant Registrar (CS I)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

Note :

In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate / litigant concerned.

To

1.The Sub Judge

Motor Accident Claims Tribunal,Devakottai.

2.The Section Officer,

V.R.Section,

Madurai Bench of Madras High Court,Madurai.

+1 CC to M/s.B.VIJAY KARTHIKEYAN, Advocate (SR-23746[F] dated 23/07/2021)

+1 CC to M/s.J.ANANDKUMAR, Advocate (SR-23813[F] dated 26/07/2021)

+1 CC to M/s.H.LAKSHMI SHANKAR, Advocate (SR-23815[F] dated 26/07/2021)

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23.07.2021

MGJ(12.08.2021) 13P 7C

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