IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.11.2022

CORAM:

THE HONOURABLE MS.JUSTICE V.M.VELUMANI
and
THE HONOURABLE MR.JUSTICE SUNDER MOHAN

C.M.A.No.300 of 2022
and
C.M.P.No.2083 of 2022
and
Cross Obj. No.104 of 2022

C.M.A.No.300 of 2022

The New India Assurance Co. Ltd.,
Rep. By its Branch Manager,
36/12 SK Complex, Main Road, Madathukulam Post,
Madathukulam Taluk, Tirupur District. .. Appellant

Vs.

1.S.Premalatha
2.V.E.Ashwin
3.Minor V.E.Vikram
(Minor rep. by his next friend and mother, 1st respondent)
4.P.Ramasamy
5.M/s.SRE Motors,
C-43, No.65, Gandhi Nagar, Udumalpet. .. Respondents

Prayer: This Civil Miscellaneous Appeal is filed under Section 173 of Motor Vehicles Act, 1988, against the judgment and decree dated 03.02.2021, made in M.C.O.P. No.105 of 2016, on the file of the Sub Court, (Motor Accident Claims Tribunal) Udumalpet.

For Appellant : Mr.M.Krishnamoorthy

For Respondents : Mr.A.Saravanan for R1 to R3.

Cross Objection No.104 of 2022

1.S.Premalatha
2.V.E.Ashwin
3.Minor V.E.Vikram
(Minor rep. by his next friend
and mother, 1st respondent) .. Cross Objectors

Vs.

1.The New India Assurance Co. Ltd.,
Rep. By its Branch Manager,
36/12 SK Complex, Main Road,
Madathukulam Post,
Madathukulam Taluk, Tirupur District.

2.P.Ramasamy

3.M/s.SRE Motors,

C-43, No.65, Gandhi Nagar,
Udumalpet. .. Respondents

Prayer: This Cross Objection is filed under Order XLI Rule 22 of C.P.C., to enhance the compensation awarded and to determine the negligence fixed in the judgment and decree dated 03.02.2021, made in M.C.O.P. No.105 of 2016, on the file of the Sub Court, (Motor Accident Claims Tribunal) Udumalpet.

For Cross Objectors : Mr.A.Saravanan

For Respondents : Mr.M.Krishnamoorthy for R1.

COMMON JUDGMENT

[Judgment of the Court was delivered by SUNDER MOHAN,J.]

C.M.A.No.300 of 2022 has been filed by the appellant-Insurance Company against the judgment and decree dated 03.02.2021, made in M.C.O.P. No.105 of 2016, on the file of the Sub Court, (Motor Accident Claims Tribunal) Udumalpet.

Cross Objection No.104 of 2022 has been filed by the appellants-claimants questioning 75% negligence fixed on the part of the deceased

Elango and also seeking enhancement of the compensation granted by the Tribunal in the award dated 03.02.2021, made in M.C.O.P. No.105 of 2016, on the file of the Sub Court, (Motor Accident Claims Tribunal) Udumalpet.

2.The respondents 1 to 3 filed M.C.O.P. No.105 of 2016, on the file of the Sub Court, (Motor Accident Claims Tribunal) Udumalpet, claiming a sum of Rs.4,00,00,000/- as compensation for the death of one Elango, who died in the accident that took place on 11.04.2015.

3.According to the respondents 1 to 3, on the date of accident, when the deceased Elango was driving a Maruti Car bearing Registration No.TN-38-Q-3211 from Coimbatore to his native village, Pallapalayam, while proceeding from West to East near UKP Farm lands on the Pollachi-Udumalpet Highway road, at about 12.40 hours, the 4th respondent/driver of the Bus bearing Registration No.TN-41-YT-9923 drove the same in an utmost speed with excess passengers, violating all the principles of traffic rules, dashed against the Maruti Car driven by the said Elango and caused the accident. In the accident, the said Elango sustained fatal injuries. The accident occurred only due to rash and negligent driving of the Bus by the 4th respondent and hence, the respondents 1 to 3 filed the said claim petition claiming compensation for the death of Elango, against the respondents 4 and 5 as driver and owner and appellant, as insurer of the said Bus respectively.

4.The respondents 4 and 5, driver and owner of the Bus, remained exparte before the Tribunal.

5.The appellant-Insurance Company filed counter statement and denied all the averments made by the respondents 1 to 3 and also denied the manner of the accident as alleged by the respondents 1 to 3. According to the appellant, on the date of accident, the deceased Elango drove the Maruti Car in a high speed on Udumalpet-Pollachi Road towards East and came on the wrong side, the southern side of the East-West road and hit on the Bus driven by the 4th respondent and caused the accident. Due to the said impact, the passengers in the Bus also sustained injuries. The accident occurred only due to the negligence on the part of the deceased Elango. FIR is also registered against the deceased Elango/driver of the Maruti Car. For such negligence of the deceased, the respondents 1 to 3 are not liable to claim any compensation from the appellant. In any event, the total compensation claimed by the respondents 1 to 3 is excessive and prayed for dismissal of the claim petition.

6.Before the Tribunal, the 1st respondent examined herself as P.W.1, examined one Nataraj, eye-witness to the accident as P.W.2 and one Anandha Subramaniam, employer of the deceased as P.W.3 and marked 22 documents as Exs.P1 to P22. The appellant-Insurance Company examined one Pradeep as R.W.1, the 4th respondent/driver of the Bus as R.W.2, one Vijayalakshmi/complainant as R.W.3 and one Anandha Krishnan as R.W.4, but did not mark any documentary evidence. 3 witness documents were marked as Exs.W1 to W3.

7.The Tribunal considering the pleadings, oral and documentary evidence, held that the accident occurred due to negligence of both the deceased Elango/driver of the Maruti Car as well as the 4th respondent/driver of the Bus, fixed negligence in the ratio 75:25 on both of them respectively and awarded a sum of Rs.2,72,43,178/- as compensation. The Tribunal directed the appellant-Insurance Company as well as the respondents 4 and 5 to jointly and severally pay a sum of Rs.68,10,795/-, being 25% of the award as compensation to the respondents 1 to 3.

8.Against the said award dated 03.02.2021, made in M.C.O.P. No.105 of 2016, the appellant-Insurance Company has come out with C.M.A.No.300 of 2022.

9.Questioning the 75% negligence fixed on the part of the deceased Elango/driver of the Maruti Car and not being satisfied with the amounts awarded by the Tribunal, the respondents 1 to 3 have filed Cross Objection No.104 of 2022, seeking enhancement of compensation.

10.Learned counsel appearing for the appellant-Insurance Company reiterated the averments made in the counter statement. According to the appellant, the Tribunal having found that the deceased Elango/driver of the

Maruti Car who was proceeding from East to West, came on the Southern side on the lane meant for opposite side vehicles and dashed against the Bus that was coming in the opposite direction, erred in fixing 25% negligence on the part of the driver of the Bus. The Tribunal has rightly held that the evidence of P.W.2/eye-witness is untrustworthy and accepted the evidences of R.W.2 and R.W.3. In such circumstances, the Tribunal ought to have fixed entire negligence on the part of the deceased Elango/driver of the Car, considering the FIR and Final Report filed against the deceased Elango, Ex.W2 – sketch and evidences of R.W.2/driver of the Bus and R.W.3/passenger of the Bus. Fixation of 25% negligence on the part of the driver of the Bus for stopping the Bus at an unauthorized place is unjustifiable. The respondents 1 to 3 have not produced the salary credits made to the Bank account of the deceased. The Tribunal ought to have deducted more percentage towards personal expenses of the deceased, instead of deducting 1/3rd. When the multiplicand is very high, the Tribunal ought not to have applied the usual multiplier '14'. The total compensation awarded by the Tribunal is excessive and prayed for setting aside the 25% negligence fixed on the part of the driver of the Bus and dismissal of Cross Objection No.104 of 2022, filed by the respondents 1 to 3 seeking enhancement, as they have not made out any case for enhancement. In support of his contentions, the learned counsel appearing for the appellant-Insurance Company relied on the judgment of the Hon'ble Apex Court reported in ***2002 ACJ 1441 [United India Insurance Co. Ltd., Vs. Patricia Jean mahajan and others]*** and judgment of this Court reported in ***2018 (2) TN MAC 538 (DB) [United India Insurance Co. Ltd., Vs. Dhanabalan and others].***

11.The learned counsel appearing for the respondents 1 to 3/Cross Objectors submitted that at the time of accident, there was no one accompanying the deceased Elango. The respondents 4 and 5, making use of the situation, lodged complaint against the deceased Elango. The Tribunal failed to note that R.W.3 deposed that she does not know the contents of the complaint and FIR and also deposed that she has put her signature in the complaint/FIR, without knowing the contents. R.W.3 – passenger of the Bus is not a reliable witness. Except examining R.W.3, the appellant has not examined any other passengers of the Bus. The Tribunal ought to have considered the evidence of P.W.2, eye-witness to the accident, who clearly deposed that the 4th respondent/driver of the Bus has driven the Bus in a rash and negligent manner. Merely relying on the FIR, Final Report and judgment of the Criminal Court, the Tribunal ought not to have fixed 75% negligence on the part of the deceased Elango. Had the 4th respondent not stopped the Bus in the occurrence place, the deceased Elango would not have hit the Bus. Hence, the entire negligence ought to have been fixed on the part of the driver of the Bus for his negligent act.

11(i).As far as the quantum of compensation granted by the Tribunal is concerned, the deceased Elango was the sole breadwinner of the family. The deceased Elango was aged 48 years and earning 47,616 USD per annum on the date of accident. In the year 2015, 1 USD was equivalent to Rs.66.79. The Tribunal had erroneously fixed 1 USD to Rs.63.275/- and granted lesser amount as income. The total income per annum should be Rs.31,80,272/- (47,616 x 66.79). The learned counsel appearing for the respondents 1 to 3 furnished a Circular dated 28.10.216 of the RBI Reference Rate for US Dollar in this regard to prove his contention. Considering the social and economic status of the deceased Elango, but for the accident, he would have earned more in the future. The Tribunal, instead of applying the multiplier as per II Schedule, ought to have fixed right multiplier, depending upon the age of the deceased. In support of his contentions, the learned counsel appearing for the respondents 1 to 3 relied on the judgment of this Court dated 19.04.2022 made in ***C.M.A.(MD).Nos.810 and 1121 of 2018 [The Branch Manager, Reliance General Insurance Co. Ltd., Vs. Thomas John and others]*** and judgment of this Court dated 27.06.2018 made in ***C.M.A.No.1739 of 2016 & Cross Obj. No.35 of 2018 [M/s.United India Insurance Co. Ltd., Vs. M.Ravikumar and another].*** The total compensation awarded by the Tribunal is meagre and prayed for enhancement of the same and dismissal of C.M.A.No.300 of 2022, filed by the appellant-Insurance Company.

12.Heard the learned counsel appearing for the appellant-Insurance Company as well as the respondents 1 to 3 and perused the entire materials available on record.

13.From the materials on record, it is seen that it is the case of the respondents 1 to 3 that the husband of the 1st respondent viz., deceased Elango was driving the Maruti Car on the left hand side of the road. At that time, the 4th respondent drove the Bus in a rash and negligent manner and dashed on the Maruti Car and caused the accident. In the said accident, the deceased sustained fatal injuries. To substantiate the said contention, the respondents 1 to 3 examined P.W.2, eye-witness, who deposed as stated in the claim petition. On the other hand, it is the case of the appellant-Insurance Company that the accident occurred only due to rash and negligent driving by the deceased who came to the wrong side of the road and dashed on the Bus driven by the 4th respondent and caused the accident. In support of their case, the appellant examined driver of the Bus, the 4th respondent herein, as R.W.2 – driver of the Bus and one Vijayalakshmi, passenger of the Bus as R.W.3. R.W.3 alleged that she was the passenger on the date of accident and deposed that the deceased only came on the wrong side, dashed on the Bus and caused accident. Based on her complaint only, FIR was registered. In cross-examination, she admitted that Police obtained her signature in a blank paper when she was admitted in the Hospital and she was not aware of the contents of complaint. R.W.2 deposed that the deceased dashed on the Bus when it was stopped. In the cross-examination, he admitted that there was no Bus stop in the place of accident, but he stopped the Bus when one of the passenger got down from the Bus. P.W.2, alleged eye-witness, deposed that R.W.2 drove the Bus in a rash and negligent manner at high speed and dashed on the Maruti Car. Immediately he and other rider of a Two-wheeler rushed to the place of accident and saw that the deceased was grievously injured and was struggling for life. P.W.2 did not lodge any complaint. P.W.1, the 1st respondent deposed that she visited the place of accident along with P.W.2 two days after the accident, but P.W.2 deposed that he came to know about P.W.1 only after two months of the accident. The 1st respondent gave a private complaint, but it was given after 11 months of the accident. The Tribunal considering the contradiction in evidences of P.W.1 and P.W.2 about visiting the place of occurrence, did not believe the evidence of P.W.2. The Tribunal also held that if really P.W.1 and P.W.2 visited the place of occurrence, they would have given the complaint at that time itself. Considering the contradictions in the evidence of P.W.2, R.W.2 and R.W.3, the Tribunal did not give much credence to their evidence. The Tribunal considered Ex.W2 – Rough Sketch along with the evidence and other materials and found that deceased had crossed the center lane and accident has occurred on the Southern side of the road. Also, had not the 4th respondent stopped the Bus at the place where there was no Bus stop, the accident would not have occurred. The Tribunal considering the above materials and the fact that the 4th respondent/driver of the Bus stopped the Bus in violation of traffic rules, held that both the drivers of the Maruti Car and Bus are responsible for the accident and fixed 25% negligence on the part of the 4th respondent/driver of the Bus and 75% negligence on the part of the deceased Elango/driver of the Maruti Car. In view of the same, there is no error in the said finding of the Tribunal warranting interference by this Court.

14.As far as the quantum of compensation is concerned, it is the case of the appellant-insurance company that since the deceased was working in a foreign country, the multiplier adopted by the Tribunal cannot be the same that is applied to a person earning in India. The learned counsel relied upon the Judgment of the Hon'ble Apex Court in ***United India Insurance Co.Ltd., Vs.Patricia Jean Mahajan and Others*** reported in ***2002 ACJ 1441*** in support of his submission that, since the deceased was working in a foreign country, the multiplicand was high and hence the same multiplier need not be adopted. On the facts of the case, the Hon'ble Apex Court had adopted the multiplier of 10 instead of 13 adopted by the High Court after taking into consideration, the disparity in the economic conditions and the affluence of the two places that is the place to which the victim belonged and the place where the compensation is to be paid. The learned counsel also relied upon the Judgment of the Division Bench of this Court reported in ***2018 (2) TN MAC 538 (DB) [United India Insurance Co. Ltd., Vs. Dhanabalan and others],*** wherein this Court following the above mentioned Judgment of the Hon'ble Apex Court, had made the following observations.

> *"18.The only question that remains to be answered is the quantum of compensation and the adoption of a proper multiplier, inasmuch as the injured Claimant was earning in Singapore Dollars. As already pointed out the Hon'ble Supreme Court while considering the grant of Compensation to a Doctor, who was running a Hospital in United State of America, had observed that while deciding the just and fair Compensation, particularly to persons, who are employed abroad and whose income when converted*

into Indian Rupees is substantially high, the Court can always take into account the cost of the same amenities comforts and facilities in India and can apply a lesser Multiplier. The Hon'ble Supreme Court in the said case upheld the Application of a lesser Multiplier of 10, in case of a Doctor, who was aged about 47 years.

19.We are, therefore, of the considered opinion that the just Compensation can be worked out by applying a lesser Multiplier in the case on hand, in order to ensure that the Compensation does not become a lottery. As already pointed out that the Claimant was aged about 44 years and the Multiplier suggested by the Hon'ble Supreme Court in ***Sarala Verma Vs. Delhi Transport Corporation,*** *reported in* ***2009 (2) TN MAC 1 (SC): 2009 INSC 756,*** *is 14. If the said Multiplier with 30% increase in the Salary for Future Prospects as per the Judgment of the Hon'ble Supreme Court in* ***Sarala Verma Vs. Delhi Transport Corporation,*** *reported in* ***2009 (2) TN MAC 1 (SC): 2009 INSC 756,*** *are mechanically applied to the case on hand, the result will be the exaggregated Compensation of Rs.2,02,71,888 was awarded by the Tribunal. In* ***Patricia Mahajan's case,*** *for a death person aged about 47-48 years, the Hon'ble Supreme Court had applied the Multiplier of 10."*

15.However, the learned counsel for the respondents 1 to 3 relied upon the Judgment of this Court in ***C.M.A.No.1739 of 2016 and Cross Obj.No.35 of 2018 dated 27.06.2018*** wherein this Court had adopted the multiplier fixed by the Hon'ble Apex Court in ***Sarala Verma Vs. Delhi Transport Corporation,*** reported in ***2009 (2) TN MAC 1 (SC): 2009 INSC 756*** and **National Insurance Company Ltd., vs. Pranay Sethi** reported in (**2017) 16 SCC 680** for the deceased who was working in abroad. This Court did not make a distinction stating that the deceased was working in a foreign country and earning in US dollars. Further, the Division Bench of this Court in ***C.M.A.(MD) Nos.810 & 1121 of 2018 and C.M.P. (MD) Nos.9070 and 11345 of 2018 dated 19.04.2022,*** had specifically gone into this question as to whether a different multiplier can be adopted for awarding compensation to the legal heirs of the deceassed since the deceased was working in a foreign country and the muliplicand was high. This Court found that the Hon'ble Supreme Court in **National Insurance Company Ltd., vs. Pranay Sethi** reported in **(2017) 16 SCC 680,** while laying down the guide lines, did not make any such distinction based on the place of employment of the deceased and had made the following observations in C.M.A.(MD) Nos.810 & 1121 of 2018 and C.M.P. (MD) Nos.9070 and 11345 of 2018 referred supra;

"10.Though Mr.Srinivasa Raghavan, learned counsel appearing for the appellant insurance company in CMA(MD)No.810 of 2018, would make an attempt to contend that the deceased being a Canadian Citizen, the multiplier that is applied in India cannot be applied, we are afraid, such a contention is not open to the insurance companies after the judgment of the Five Judges Bench judgment of the Hon-ble Supreme Court in ***National Insurance Company Ltd., vs. Pranay Sethi*** *reported in* ***(2017) 16 SCC 680****, wherein, the Apex Court after an exhaustive examination of the law relating to fixation of compensation, had laid down guiding factors and held that the multiplier and the multiplicand would depend on the income of the deceased and the age of the claimants. Subsequently, in* ***R.Valli vs. Tamil Nadu State Transport Corporation Ltd.,*** *reported in* ***2022 SAR (Civ) 263.*** *the Hon-ble Supreme Court had held that the Tribunals and the Courts are bound to follow the judgment in* ***Pranay Sethi's*** *case and earlier judgments that provided for split multiplier theory are no longer a good law. In doing so, the*

Hon-ble Supreme Court observed as follows:~

"7. In Pranay Sethi, this Court held that the age of the deceased is the basis for applying suitable multiplier and that the compensation is to be determined keeping in view the future prospects. The future prospects were held to 15% in respect of a deceased between the age of 50 to 60 years.

8. Mr. Amit Anand Tiwari, learned Additional Advocate General has referred to certain orders of the High Courts reported as Uma Shankar v. Revathy Vadivel, Smt. Kamlesh Devi v. Sh. Kitab Singh and Union of India v.
K.S. Lakshmi Kumar to support the applicability of split multiplier i.e.,multiplier upto the date of retirement and another multiplier after retirement.

9. The judgments referred to by Mr. Tiwari are prior to the enunciation of law by this Court in Pranay Sethi. Therefore, such judgments no longer can be said to be good law as suitable multiplier is to be applied keeping in view the age of the deceased in terms of para 59.7 of the judgment in Pranay Sethi."

11.In view of the said categorical pronouncement, we are afraid that the contention of the learned counsel for the insurance companies cannot be countenanced by us. The five

*Judges Bench judgment of the Supreme Court in **National Insurance Company Ltd., vs. Pranay Sethi** reported in **(2017) 16 SCC 680**, is binding on us and the same has to be followed. Therefore, the contention of the learned counsel on the nationality of the deceased, is rejected."*

16.Therefore, in view of the Judgment of the Hon'ble Apex Court in Pranay Sethi's case, we are of the view that there cannot be any distinction in adopting the multiplier based on the place of employment of the deceased merely because the multiplicand is high. Our view is fortified by the view expressed by the Judgment of this Court which is extracted above. Therefore, the Tribunal has adopted the correct multiplier of 13 in accordance with law laid down by the Hon'ble Apex Court in **National Insurance Company Ltd., vs. Pranay Sethi** reported in **(2017) 16 SCC 680 and** the Judgment of the Hon'ble Apex Court in ***Sarala Verma Vs. Delhi Transport Corporation,*** reported in ***2009 (2) TN MAC 1 (SC): 2009 INSC 756.***

17. As regards the income earned by the deceased, the respondents 1 to 3 through PW1 and PW3 have established that the deceased was earning

Rs.47,616/- US dollars at the time of his death. They had marked Ex.P.7 and Ex.P.9 to establish the salary earned by the deceased at the time of the accident. The appellant-Insurance company has not been able to elicit anything contrary to the evidence of PW1, PW3 and the documents viz., Ex.P.7 and Ex.P.9. Therefore, we are of the view that the income determined by the Tribunal at US dollars of Rs.47,616/- per annum is correct and no interference is called for in the said finding.

18.The learned counsel for the respondents 1 to 3 submitted that at the time of the claim petition, the value of the US dollars was Rs.66.85/- and had produced a press release of the Reserve Bank of India in support of his submission. However, we find that the Tribunal has adopted Rs.63.275/- as the value of the US dollars by taking the value as on date of the accident. The learned counsel submitted that the Hon'ble Apex Court in the Judgment in **Civil Appeal Nos.4945-4946 of 2013 dated 02.07.2013** had made the following observations;

"16.In the present case, admittedly the claimants

filed a petition in April, 1990 (affidavit sworn on 24th March 1990) and claimed compensation in INR I.e.Rs.57,25,000/-. Such compensation was not claimed in U.S.Dollars. For the said reason and in view of the decision of this Court in Forasol (supra) as followed in Renusagar Power Co.Ltd., (supra), we hold that the date of filing of the claim petition (April, 1990) is the proper date for fixing the rate of exchange at which foreign currency amount has to be converted into currency of the country (INR). The Tribunal and the High Court have rightly relied on Ext.-A7, to fix the rate of exchange of Rs.17.30 (as was prevailing in April, 1990)"

19.Considering the fact that in a similar case, the Hon'ble Apex Court had taken into account the date of filing of the claim petition as the proper date for fixing the rate of exchange, we are inclined to take the value of the exchange rate of US dollars at the time of claim petition to be the proper value for the purpose of calculating the income in Indian Rupees. The press release of Reserve Bank of India dated 28.10.2016 shows that the value of the US dollars was Rs.66.85/-. Therefore, the annual income ought to have been taken as $.47,616 X Rs.66.85/- = Rs.31,83,130/- After adding the future prospects of 30% in view of the age of the deceased, it would come to Rs.31,83,130/- + 30% (Rs.9,54,939/-) = Rs.41,38,069/-. At the relevant point of time, the income tax payable at Indonesia was 20% of the total income. The Tribunal had rightly taken into account the said deduction. If applied the said deduction of 20% towards income tax for the value arrived, the value comes to Rs.41,38,069/- (-) 20% (Rs.8,27,614/-) = Rs.33,10,456/- Since the family members of the deceased are two in number, apart from him, 1/3rd has to be deducted towards personal expenses. Therefore, the compensation under the award loss of dependancy has to be Rs.33,10,456/- (-) 1/3rd (Rs.11,03,485/-) = Rs.22,06,971/-. By adding the multiplier '13', the loss of dependancy would be Rs.22,06,971 X 13 = Rs.2,86,90,623/-. The Tribunal has not awarded compensation towards parental consortium. The respondents 2 and 3 who are the sons of the deceased are entitled to a sum of Rs.40,000/- each towards parental consortium. The award passed by the Tribunal under all other heads are reasonable and are confirmed. Thus, the compensation awarded by the Tribunal is modified as follows:

S.No	Description	Amount awarded by Tribunal	Amount awarded by this Court	Award confirmed or enhanced or

		(Rs)	(Rs)	granted or reduced
1.	Loss of Dependancy	2,71,66,178/-	2,86,90,623/-	enhanced
2.	Loss of Consoritum	44,000/-	44,000/-	confirmed
3.	Funeral Expenses	16,500/-	16,500/-	confirmed
4.	Loss of Estate	16,500/-	16,500/-	confirmed
5	Loss of Parental consortium to Respondents 2 and 3	-----	80,000/- (40,000 X 2)	granted
	Total	**2,72,43,178/-**	**2,88,47,623/-**	**enhanced**
	25% of compensation	**68,10,795/-**	**72,11,906/-**	**enhanced by Rs.4,01,111/-**

As already stated supra, after deducting the 75% contributory negligence, the total compensation would be Rs.72,11,906/-.

20.In result, the Appeal in C.M.A.No.300 of 2022 filed by the appellant-insurance company is dismissed and the Cross Objection No.104 of 2022 filed by the respondents/claimants is partly allowed. The compensation of Rs.68,10,795/- granted by the Tribunal is hereby enhanced to Rs.72,11,906/- together with interest at the rate of 7.5% per annum from the date of petition till the date of deposit. The appellant-Insurance Company is directed to deposit the award amount now determined by this Court along with interest and costs, less the amount already deposited within a period of six (6) weeks from the date of receipt of a copy of this Judgment. On such deposit the respondents/claimants 1 and 2 are permitted to withdraw their respective share of the award amount as per the apportionment fixed by the Tribunal, along with proportionate interest and costs, less the amount if any, already withdrawn. The share of the minor third respondent is directed to be deposited in any one of the Nationalised Bank, till he attains majority. The first respondent, mother of the third respondent is permitted to withdraw the accrued interest once in three months for the welfare of the minor. No costs. Consequently, connected Miscellaneous Petition is closed.

(V.M.V., J) (S.M., J)
30.11.2022

gsa/ay

Index : Yes / No

To

1.The Subordinate Judge,
(Motor Accident Claims Tribunal)
Udumalpet.

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

V.M.VELUMANI,J.
and
SUNDER MOHAN, J.

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