CMA.Nos.2207 to 2210 of 2016, 3377 of 2012
and 751 of 2020

S.S.SUNDAR, J.
and
A.A.N.J.

(Order of court was made by S.S.SUNDAR, J.)

1. The above appeals have been disposed of by this Court, by a common judgement, dated 12.01.2023 and they are posted today for being mentioned.
2. This Court heard the learned counsel on either side.
3. It is brought to the notice of this Court that there is a mistake crept in the judgement, dated 12.01.2023, which is by inadvertence. It is pointed out that in paragraph 10 of the said judgement, it is held that the Insurance Company of the Car is liable to pay 50% of the compensation awarded due to contributory negligence of the driver of the Car, who is a tortfeasor and responsible for the accident. However, while holding that the Appellant Insurance Company is not liable to pay the entire compensation, this Court, by mistake, held that both the Insurance Companies are liable to pay 50% of the compensation on account of contributory negligence.
4. It is admitted even in the course of arguments and today before this Court that the claimants in MCOP.No.33 of 2010 are only entitled to 50% of the compensation, that too from the Appellant Insurance Company in CMA.No.2207 of 2016. The Tribunal has fixed 100% liability on the Appellant Insurance Company in CMA.No.2207 of 2016. Therefore, CMA.No.2207 of 2016 is liable to be allowed partly, reducing the burden of

the Appellant Insurance Company to 50%.

5. Therefore, the paragraph 10 of the judgement, dated 12.01.2023 is modified and should be replaced with the following paragraph:-

"10. Therefore, the main issue urged before this Court is regarding the liability of the insurance companies. This Court has to analyse the evidence available to find whether the accident was due to the rash and negligent driving of the driver of the lorry or due to the rash and negligent manner in which the car was driven. The FIR, the observation mahazar and the rough sketch, which were marked as Exs.P.1 to P.3 in MCOP.No.71 of 2009, are also marked as documents in MCOP.Nos.33 to 36 of 2010. A perusal of the rough sketch, the FIR and the observation mahazar would give an indication that the accident occurred on the southern side of the road beyond the median. It is admitted that the car was driven from the west to east and the lorry was travelling from east to west. Since the place of accident is beyond the median line on the right side, it gives an impression that the car has travelled beyond the centre of the road. The FIR clearly suggests that the accident was at the time when the car driver made an attempt to overtake a slow~moving vehicle in front of the car. The entire evidence, the observation mahazar and the sketch produced before the Tribunal would certainly support the statement of the Inspector of Police who has referred the charges as mistake of fact by closing the complaint as against the driver of the lorry. This Court has independently examined the evidence of the witnesses, the observation mahazar, the sketch, the FIR and the final report that was also marked as Ex.R.1 in MCOP.No.71 of 2009. After considering the entire evidence, this Court is fully convinced that the accident was not only due to the rash and negligent driving of the driver of the lorry, but also due to the negligent driving of the driver of the car. Therefore, since the contributory negligence is admitted by the Appellant in CMA.No.2207 of 2016, this Court finds that the Appellant in CMA.No.2207 of 2016 alone is liable to pay 50% of the compensation awarded on account of contributory negligence.

6. Therefore, all the appeals are partly allowed with the modification that the claimant in MCOP.No.33 of 2010 is entitled to 50% of the compensation now awarded by this Court, as a result of which, the Appellant in CMA.No.2207 of 2016, namely, ICICI Lombard General Insurance Company Limited is liable only to pay 50% of the compensation awarded due to contributory negligence and the appeal in CMA.No.2207 of 2016 is partly allowed with the above modification.

7. Similarly, in paragraph 13 of the judgement, dated 12.01.2023, the last line should be replaced with the following sentence:-

   "CMA.Nos.2207 to 2210 of 2016 are partly allowed, holding that the the Appellant Insurance Company in CMA.No.2207 of 2016 alone is liable to pay 50% of the modified compensation awarded and in all other appeals, both the Insurance Companies are liable equally."

8. In last paragraph, namely, paragraph 17, in the last page 18, the sentence starting from "Since this Court has modified..." and ending with "...MCOP.No.33 of 2010." should be replaced with the following sentence:-

   "Since this Court has modified the award of compensation in MCOP.No.33 of 2010 reducing the amount by Rs.4,95,000/~, the appellant Insurance Company in CMA.No.2207 of 2016 is entitled to get refund of the excess amount paid by them, if any, pursuant to the award of the Tribunal and the claimants are entitled to their share of award amount as per the apportionment fixed by the Tribunal in MCOP.33 of 2010. ”

9. In all other aspects, the judgement dated 12.01.2023 shall stand unaltered.

(S.S.S.R.J.) & (A.A.N.J.)
03.07.2023

Srcm

10.S.S.SUNDAR, J.

and

A.A.NAKKIRAN, J.

Srcm

CMA.Nos.2207 to 2210 of 2016, 3377 of 2012 and 751 of 2020

03.07.2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.01.2023

CORAM :
THE HONOURABLE MR.JUSTICE S.S.SUNDAR

and

THE HONOURABLE MR.JUSTICE A.A.NAKKIRAN

C.M.A.Nos.2207 to 2210 of 2016,
3377 of 2012 and 751 of 2020
and C.M.P.Nos.15711, 15713, 15715 and 15717 of 2016

C.M.A.No.2207 of 2016

ICICI Lombard General Insurance Co. Ltd.,
'Zenith House', Keshavarao Khade Marg,
Mahalaxmi, Mumbai 400 034. ... Appellant

Vs

1. A.S.Sowmiya
2. G.Logambal
3. M.Siva
4. V.Rajamanickam
5. The New India Assurance Company Limited,
   II Floor, Jeewandeep Buildings,
   8, Parliament Street, New Delhi 110 001. ... Respondents

C.M.A.No.2208 of 2016

ICICI Lombard General Insurance Co. Ltd.,
'Zenith House', Keshavarao Khade Marg,
Mahalaxmi, Mumbai 400 034. ... Appellant

Vs

1. A.S.Pavya
2. M.Siva

3. V.Rajamanickam
4. The New India Assurance Company Limited,
   II Floor, Jeewandeep Buildings,
   8, Parliament Street, New Delhi 110 001.
5. A.S.Sowmiya
6. G.Logambal ... Respondents

C.M.A.Nos.2209 and 2210 of 2016

ICICI Lombard General Insurance Co. Ltd.,
'Zenith House', Keshavarao Khade Marg,
Mahalaxmi, Mumbai 400 034. ... Appellant

Vs

1. A.S.Sowmiya
2. M.Siva
3. V.Rajamanickam
4. The New India Assurance Company Limited,
   II Floor, Jeewandeep Buildings,
   8, Parliament Street, New Delhi 110 001. ... Respondents

For Appellant in all appeals : Mrs.R.Sreevidhya

For R1 in CMA.2207-2210/16 : Mr.C.Ramaraj
for Mr.M.Guruprasad
For RR2 & 3 in CMA.2207/16
For RR 2, 5 & 6 in CMA.2208/16
and For R2 in CMA.2209& 2210/16 : Batta due
For R4 in CMA.2207/16,
For R3 in CMA.2208-2210/16 : No appearance
For R5 in CMA.2207/16 and
For R4 in CMA.2208-2210/16 : Mr.J.Chandran

C.M.A.No.3377 of 2012

The New India Assurance Company Limited, Coimbatore. ... Appellant

Vs

1. M.N.Madheswari
2. Namachivayam
3. M.Siva
4. V.Rajamanickam
5. ICICI Lombard General Insurance Co. Ltd.,
   'Zenith House', Keshavarao Khade Marg,
   Mahalaxmi, Mumbai 400 034. ... Respondents

For Appellant : Mr.J.Chandran

For RR 1 & 2 : Mr.C.Kulanthaivel
For RR 3 & 4 : No appearance
For R5 : Mrs.R.Sreevidhya

C.M.A.No.751of 2020

1. M.N.Madheswari
2. Namachivayam ... Appellants

Vs

1. M.Siva
2. V.Rajamanickam
3. ICICI Lombard General Insurance Co. Ltd.,
   'Zenith House', Keshavarao Khade Marg,
   Mahalaxmi, Mumbai 400 034.

4. The New India Assurance Company Limited,
   Coimbatore. ... Respondents

For Appellants : Mr.C.Kulanthaivel

For RR1 & 2 : No appearance

For R3 : Mrs.R.Sreevidhya
For R4 : Mr.J.Chandran

PRAYER : Civil Miscellaneous Appeal Nos.2207 to 2210 of 2016 preferred against the Judgment and Decree passed in MCOP Nos.33 to 36 of 2010 dated 04.06.2013 on the file of the Motor Accident Claims Tribunal (II Additional District Judge) at Erode and CMA.Nos.3377 of 2012 and 751 of 2020 against the Judgment and Decree passed in MCOP.No.71 of 2009 dated 24.08.2011 on the file of the Motor Accident Claims Tribunal (II Additional Subordinate Judge), Erode District.

* * * * *

COMMON JUDGMENT

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

All the above appeals arise out of the same accident. Out of six appeals, C.M.A.Nos.3377 of 2012 and 751 of 2020 are against the award of the Motor Accidents Claims Tribunal (II Additional Subordinate Judge), Erode District dated 24.08.2011 and C.M.A.Nos.2207 to 2210 of 2016 are against the award of the Motor Accidents Claims Tribunal (II Additional District Judge), Erode, dated 04.06.2013.

2. The third respondent in MCOP.Nos.33 to 36 of 2010 on the file of the Motor Accidents Claims Tribunal cum II Additional District Judge, Erode,

is the appellant in C.M.A.Nos.2207 to 2210 of 2016. The appellant in C.M.A.No.3377 of 2012 is the New India Assurance Company Limited who is the fourth respondent in MCOP.No.71 of 2009 whereas the appellants in C.M.A.No.751 of 2020 are the claimants in MCOP.No.71 of 2009 on the file of the Motor Accidents Claims Tribunal cum II Additional Subordinate Judge, Erode District.

3. The brief facts that are necessary for the disposal of the appeals are as follows:

The claimants in MCOP.Nos.33 of 2010 are the wife and parents of one Karthikeyan, who died due to the road accident which took place on 20.06.2008. It is the case of the claimants in MCOP.No.33 of 2010 that on 20.06.2008, the husband of the first claimant by name Karthikeyan along with his wife/the first claimant-A.S.Sowmiya, daughter-Minor Harshavardhini, sister of the first claimant-Pavya and relative of the first claimant by name Soundaryadevi, were travelling in a Maruthi car from Ooty to Erode. The car was driven by Mr.Karthikeyan. It is not in dispute that the car met with an accident by hitting against the lorry which was coming on the opposite direction from Erode towards Perundurai. It is the case of the claimants in MCOP.No.33/2010, who are the wife and mother of the deceased Karthikeyan, that the accident was caused due to the rash and negligent driving of the driver of the lorry, as a result of which, the car was damaged and all the five inmates in the car sustained grievous injuries. Thiru.Karthikeyan, his daugther Minor Harshavardhini and relative Tmt.Soundaryadevi died as a result of the accident. The first claimant, namely, the wife of Thiru. Karthikeyan and Pavya, the sister of the first claimant, sustained grievous injuries and they recovered after treatment. The claimants claimed compensation for a sum of Rs.50,00,000/- for the loss of their breadwinner.

4. MCOP.No.34 of 2010 was filed by Ms.A.S.Pavya, the sister of the first claimant in MCOP.No.33 of 2010, who suffered multiple fractures in her left hand and facial injuries. Alleging partial disability and loss of her earning capacity, the claimant claimed for a sum of Rs.5,00,000/- as compensation. MCOP.No.35 of 2010 was filed by the first claimant in MCOP.No.33 of 2010, the wife of Thiru.Karthikeyan, claiming compensation for the injuries suffered by her in the accident and for the loss of earning capacity to the tune of Rs.5,00,000/-. The first claimant in

MCOP.33 of 2010, namely the wife of Thiru.Karthikeyan filed MCOP.No.36 of 2010 claiming compensation for the death of her minor daughter, Harshavardhini, to the tune of Rs.5,00,000/-.

5. The claimants in MCOP.No.71 of 2009 are the appellants in CMA.No.751 of 2020. The claimants are the parents of Minor.Soundaryadevi, who died in the accident. Alleging that due to the rash and negligent driving of the lorry, the accident had taken place, they claimed a sum of Rs.10,00,000/- as compensation. Aggrieved by the award of the Tribunal, the parents have come up with the appeal in CMA.No.751 of 2020 and the New India Assurance Company with which the Maruti Car belonged to Thiru.Karthikeyan was insured has filed the appeal in CMA.No.3377 of 2012 as against the award of the Tribunal that the accident had taken place due to the negligent driving of the driver of the car, Thiru.Karthikeyan.

6. The Motor Accidents Claims Tribunal (II Additional District Judge), Erode, by its judgment dated 04.06.2013 in MCOP.No.33 of 2010, holding that the accident took place due to the rash and negligent driving of the

lorry, awarded a sum of Rs.61,01,800/- as compensation ; a sum of Rs.5,15,540/- as compensation in MCOP.No.34 of 2010; a sum of Rs.8,78,000/- as compensation in MCOP.No.35 of 2010; and a sum of Rs.3,00,000/- as compensation in MCOP.No.36 of 2010, payable jointly and severally by the respondents with interest at the rate of 7.5% along with costs. Aggrieved by the award, the Insurance Company has come up on appeals in CMA.Nos.2207 to 2210 of 2016 questioning the liability as well as the quantum of compensation.

7. The Motor Accidents Claims Tribunal (II Additional Subordinate Judge), Erode, by its judgment dated 24.08.2011 in MCOP.No.71 of 2009, held that the accident took place due to the negligent driving of the driver of the Maruti Car and awarded a sum of Rs.2,96,000/- as against the claim of Rs.10,00,000/- by the claimants. Hence, the appeals in CMA.No.3377 of 2012 and 751 of 2020 have been filed by the Insurance Company questioning the liability as well as the quantum of compensation and the claimants seeking enhancement of compensation respectively.

8. There is no dispute with regard to the accident that took place on

20.06.2008. However, on the question of liability, both the Insurance Companies have contended before the respective Tribunal that the accident was caused by the other vehicle. It is the case of the appellant Insurance Company in CMA.Nos.2207 to 2210 of 2016 that the cause of accident was due to the rash and negligent driving of the driver of the car, namely, the deceased Karthikeyan and the accident had happened when the deceased Karthikeyan made an attempt to overtake a slow-moving vehicle. Pointing out the first information report and the overall evidence, the learned counsel for the appellants in CMA Nos.2207 to 2210 of 2016 suggested that the finding of the Motor Accidents Claims Tribunal, II Additional District judge, Erode, holding that the driver of the lorry caused the accident is not supported by any evidence. It was pointed out that the Motor Accidents Claims Tribunal, II Additional Subordinate Judge, Erode, in MCOP.No.71 of 2009 has held that the accident was caused due to the negligent driving of the driver of Maruti Car and therefore, the Insurance Company with which the lorry was insured, is not liable.

9. On the other hand, the learned counsel appearing for the appellant Insurance Company in CMA.No.3377 of 2012 submitted that the Tribunal,

which heard the claim petitions in MCOP.Nos.33 to 36 of 2010, has considered the FIR and the evidence of the claimants therein, who have seen the accident and came to the conclusion that the accident was caused due to the rash and negligent driving of the driver of the lorry.

10. Therefore, the main issue urged before this Court is regarding the liability of the insurance companies. This Court has to analyse the evidence available to find whether the accident was due to the rash and negligent driving of the driver of the lorry or due to the rash and negligent manner in which the car was driven. The FIR, the observation mahazar and the rough sketch, which were marked as Exs.P.1 to P.3 in MCOP.No.71 of 2009, are also marked as documents in MCOP.Nos.33 to 36 of 2010. A perusal of the rough sketch, the FIR and the observation mahazar would give an indication that the accident occurred on the southern side of the road beyond the median. It is admitted that the car was driven from the west to east and the lorry was travelling from east to west. Since the place of accident is beyond the median line on the right side, it gives an impression that the car has travelled beyond the centre of the road. The FIR clearly suggests that the accident was at the time when

the car driver made an attempt to overtake a slow-moving vehicle in front of the car. The entire evidence, the observation mahazar and the sketch produced before the Tribunal would certainly support the statement of the Inspector of Police who has referred the charges as mistake of fact by closing the complaint as against the driver of the lorry. This Court has independently examined the evidence of the witnesses, the observation mahazar, the sketch, the FIR and the final report that was also marked as Ex.R.1 in MCOP.No.71 of 2009. After considering the entire evidence, this Court is fully convinced that the accident was not only due to the rash and negligent driving of the driver of the lorry, but also due to the negligent driving of the driver of the car. Therefore, the Insurance Company of the car is also liable to pay 50% of the compensation awarded due to contributory negligence of the driver of the car, who is a tort-feasor and responsible for the accident. The liability of 50% towards contributory negligence is not disputed by the appellants in CMA.Nos.2207 to 2210 of 2016. Therefore, this Court is of the view that both the insurance companies are liable to pay 50% of the compensation on account of contributory negligence.

11. On the question of quantum of compensation, though this Court is not inclined to interfere with the award of the Motor Accidents Claims Tribunal, II Additional District Judge, Erode, in MCOP.Nos.34 to 36 of 2010, the learned counsel for the appellant Insurance Company in CMA.No.2207 of 2016 (MCOP.No.33 of 2010) has convinced this Court that the compensation awarded in MCOP.No.33 of 2010 has to be revisited. While awarding compensation, a sum of Rs.5,00,000/- has been awarded towards loss of estate. This, we are unable to sustain in view of the judgment of the Hon'ble Supreme Court in ***National Insurance Company Limited V. Pranay Sethi and others, reported in 2017 (2) TN MAC 609 (SC)***. As submitted by the learned counsel appearing for the appellant, a sum of Rs.15,000/- towards loss of estate will be appropriate. Similarly, the Tribunal has awarded a sum of Rs.1,00,000/- towards loss of love and affection and a further sum of Rs.50,000/- towards loss of consortium. This Court is inclined to approve a sum of Rs.1,40,000/- towards loss of consortium and loss of love and affection and therefore, a sum of Rs.10,000/- in excess has to be deducted from the total amount of Rs.1,50,000/-.

12. As regards the monthly income of the deceased Karthikeyan, though the learned counsel appearing for the appellant Insurance Company has strenuously argued that the quantum taken by the Tribunal towards the income of the deceased Karthikeyan is excessive, this Court is convinced that the Tribunal has rightly fixed a sum of Rs.20,140/- as monthly income of the deceased and since the deceased was also granted the Grade Pay of Rs.6,600/-, the total salary was calculated at Rs.26,740/-. The learned counsel appearing for the appellant Insurance Company submitted that the salary as per the document was pursuant to the revision of pay which was introduced after the accident. However, on record, it is admitted that the salary was revised with effect from May 2008 much before the accident took place. Therefore, the salary of the deceased Karthikeyan as taken by the Tribunal cannot be altered. Rightly, the Tribunal awarded 50% of the monthly income towards future prospects. After deducting one-third towards personal expenses and applying the correct multiplier of 17, the Tribunal has rightly awarded the compensation towards loss of income at Rs.54,46,800/-

13. Awarding a sum of Rs.15,000/- towards loss of estate as against the

award of Rs.5,00,000/- and a sum of Rs.1,40,000/- as against the award of Rs.1,50,000/- towards loss of consortium and loss of love and affection, and Rs.5,000/- towards funeral expenses, a sum of Rs.56,06,800/- would be the just and appropriate compensation in MCOP.No.33 of 2010. Accordingly, the award of compensation in MCOP.No.33 of 2010 is modified by reducing the compensation from Rs.61,01,800/- to Rs.56,06,800/-. CMA.Nos.2207 to 2210 of 2016 are partly allowed holding that both the Insurance Companies are liable equally.

14. In CMA.3377 of 2012, the appellant Insurance Company has mainly attacked the liability part of the award. This Court has already held in the previous paragraphs of this judgment that the Insurance Company of the Maruti Car is responsible for 50% of the liability towards contributory negligence by the driver of the car.

15. As regards the quantum of compensation, the claimants in MCOP.No.71 of 2009 have filed CMA.No.751 of 2020 seeking enhancement. The Tribunal has awarded a sum of Rs.2,56,000 towards loss of income, Rs.5,000/- towards transport expenses, Rs.25,000/- towards

loss of love and affection, Rs.10,000/- towards funeral expenses, thus, a total sum of Rs.2,96,000/- has been awarded. While computing the loss of income, the Tribunal has taken the monthly income of the deceased at Rs.2,000/-. It is admitted that the deceased Soundaryadevi is the daughter of the claimants in MCOP.No.71 of 2009 and she was studying +2 at the time of accident. From the documents Exs.P.8 and P.9 filed in MCOP.No.71 of 2009, it is seen that the minor deceased has scored excellent marks in X Std. examinations and +2 examinations. Having regard to the academic excellence of the minor, the learned counsel appearing for the appellants/ claimants in CMA.751/2020 has relied upon the judgment of the Hon'ble Supreme Court in the case of ***V.Mekala vs. M.Malathi & Anr.,*** reported in ***2014 (2) TN MAC 6 (SC)***, wherein the Hon'ble Supreme Court has fixed the notional income of a minor girl, who is just a student, at Rs.10,000/- and adding 50% as future prospects, the total income was fixed at Rs.15,000/- as against a sum of Rs.6,000/- that was awarded by the Tribunal in the said case. In the case on hand, this Court finding that the monthly income fixed at Rs.2,000/- as inappropriate, is inclined to fix a sum of Rs.8,000/- as monthly income having regard to the academic excellence and other factors. Taking into account the monthly income of the deceased at Rs.8,000/- and adding 40% towards future prospects, the monthly income works out to Rs.11,200/-. After deducting 50% towards personal expenses (Rs.11,200/- - Rs.5,600/- =Rs.5,600/-) and adopting the multiplier of 18, the loss of income would be Rs.12,09,600/- (Rs.5,600/- x 12 x 18 = Rs.12,09,600/-). As regards the transport expenses, Rs.15,000/- is awarded as against Rs.10,000/- awarded by the Tribunal and Rs.1,00,000/- is awarded towards loss of love and affection as against Rs.25,000/- awarded by the Tribunal. Thus, the total compensation of Rs.13,34,600/- (Rs.12.09,600/- + Rs.15,000/- + Rs.1,00,000/- + Rs.10,000/-) is awarded.

16. Accordingly, both the Insurance Companies in CMA.No.3377 of 2012 and CMA.Nos.2207 to 2210 of 2016 are jointly and severally liable to pay a sum of Rs.13,34,600/- towards compensation to the claimants in MCOP.No.71 of 2009. The award of the Tribunal in MCOP.No.71 of 2009 stands modified with regard to the liability as well as the quantum by enhancing the amount from Rs.2,96,000/- to Rs.13,34,600/- and accordingly, CMA.No.751 of 2020 is allowed and by holding that compensation to Rs.13,34,600/- and by holding that both the Insurance

Companies are equally liable to pay 50% of compensation.

17. In the result, **CMA.No.2207 of 2016** is partly allowed holding contributory negligence on the part of both the drivers of the lorry and the car and the award of compensation is reduced from Rs.61,01,800/- to Rs.56,06,800/-. **CMA.Nos.2208 to 2210 of 2016** are partly allowed fixing the liability on both the insurance companies and confirming the award of compensation. **CMA.No.3377 of 2012** is partly allowed fixing the liability on both the insurance companies and **CMA.No.751 of 2020** is allowed enhancing the compensation from Rs.2,96,000/- to Rs.13,34,600/-. Both the insurance companies are directed to deposit the entire award of compensation as modified by this Court in MCOP.No.71 of 2009 with interest and costs less the amount already deposited, if any, within a period of six weeks from the date of receipt of a copy of this judgment. Since this Court has modified the award of compensation in MCOP.No.33 of 2010 reducing the amount by Rs.4,95,000/-, the appellant Insurance Company in CMA.No.2207 of 2016 is entitled to get the reduction of the excess amount paid by them, if any, pursuant to the award of the Tribunal and the claimants are entitled to their share of award amount as per the

apportionment fixed by the Tribunal in MCOP.33 of 2010. On deposit of the enhanced amount by the insurance companies, the claimants in MCOP.No.71 of 2009 are entitled to their share of amount as per the apportionment awarded by the Tribunal. There will be no order as to costs.

(SSSRJ) (AANJ)
12.01.2023

Index: Yes/No

sra

To

1. The II Additional District Judge,
   Erode.

2. The II Additional Subordinate Judge,
   Erode.

S.S.SUNDAR, J.

and

A.A.NAKKIRAN, J.

(sra)

C.M.A.Nos.2207 to 2210 of 2016,
3377 of 2012 and 751 of 2020

Dated : 12.01.2023