BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved on : 19.07.2023
Delivered on : 27.09.2023

CORAM

THE HONOURABLE MRS JUSTICE K. GOVINDARAJAN THILAKAVADI

C.R.P(MD)Nos.484 to 486 of 2022
and
C.M.P(MD)Nos.2152 to 2154 of 2022

C.R.P(MD)No.484 of 2022

The Dvisional Manager,
Royal Sundaram Alliance Insurance Co., Ltd.,
T.V.S.Co-operative Stores Building,
No.37, Krishna Rao Tanks Street,
Madurai. ... Petitioner/2nd Respondent/ 2nd Respondent

Vs.

1.H.Nayumjhon ... 1st Respondent/1st Petitioner/ 1st Petitioner
2.M.Saravanan ... 2nd Respondent/1st Respondent/ 1st Respondent

Civil Revision Petition is filed under Article 227 of the Constitution of India, to call for the records relating to the impugned fair and decreetal order dated 10.12.2021 made in I.A.No.1 of 2021 in MCOP No.150 of 2007 on the file of the Motor Accident Claims Tribunal (Principal Subordinate Judge) Trichy, set aside the same and allow the civil revision petition.

C.R.P(MD)No.485 of 2022

The Dvisional Manager,
Royal Sundaram Alliance Insurance Co., Ltd.,
T.V.S.Co-operative Stores Building,

No.37, Krishna Rao Tanks Street,
Madurai. ... Petitioner/2nd Respondent/
2nd Respondent

Vs.

1.H.Hajera Banu ... 1st Respondent/2nd Petitioner/
2nd Petitioner
2.M.Saravanan ... 2nd Respondent/1st Respondent/
1st Respondent

Civil Revision Petition is filed under Article 227 of the Constitution of India, to call for the records relating to the impugned fair and decreetal order dated 10.12.2021 made in I.A.No.2 of 2021 in MCOP No.150 of 2007 on the file of the Motor Accident Claims Tribunal (Principal Subordinate Judge) Trichy, set aside the same and allow the civil revision petition.

C.R.P(MD)No.486 of 2022

The Dvisional Manager,
Royal Sundaram Alliance Insurance Co., Ltd.,
T.V.S.Co-operative Stores Building,
No.37, Krishna Rao Tanks Street,
Madurai. ... Petitioner/2nd Respondent/
2nd Respondent

Vs.

1.H.Ansar Banu ... 1st Respondent/3rd Petitioner/
3rd Petitioner
2.M.Saravanan ... 2nd Respondent/1st Respondent/
1st Respondent

Civil Revision Petition is filed under Article 227 of the Constitution of India, to call for the records relating to the impugned fair and decreetal order dated 10.12.2021 made in I.A.No.3 of 2021 in MCOP No.150 of 2007 on the file of the Motor Accident Claims Tribunal (Principal Subordinate Judge) Trichy, set aside the same and allow the civil revision petition.

For Petitioner in all Cases:Mr.S.Srinivasa Raghavan
For R1 in all cases :Mr.B.Arun
For R2 in all cases :Given up

COMMON ORDER

These civil revision petitions are filed against the fair and decreetal order dated 10.12.2021 made in I.A.Nos.1 to 3 of 2021 in MCOP No.150 of 2007 on the file of the Motor Accident Claims Tribunal (Principal Subordinate Judge) Trichy.

2.According to the revision petitioner/second respondent, the above said M.C.O.P.No.150 of 2007 was filed by the claimants for claiming compensation for the death of the deceased Habib Rahman in the accident took place on 31.05.2006. While the deceased was riding his two wheeler Bajaj Boxer bearing Registration No.TN45 T 7510 at Trichy-Tanjavur main road towards BHEL on the left side of the road, at that time the first respondent vehicle Honda City Car bearing Registration No.TN57H 2166 driven by its driver in a rash and negligent manner and dashed behind the deceased's vehicle and due to sudden impact, the deceased thrown away and sustained injuries all over the body and succumbed injuries. Hence, the legal heirs of the deceased filed MCOP before the Tribunal claiming compensation.

3.The tribunal, after appreciating the evidence on record and the arguments advanced by the respective counsel, awarded a sum of Rs.38,07,984/-. Thereafter, the claimants filed an application in I.A.Nos.1 to 3 in M.C.O.P.No.150 of 2007 before the Principal Subordinate Court, Tiruchirappalli, to transfer the award amount by way of NEFT transaction to the credit of the respective accounts of the petitioners. The said I.As were allowed. Against which, these civil revision petitions are filed by the second respondent/Insurance Company.

4.The learned counsel appearing for the petitioner/second respondent would submit that for transferring the award amount by way of NEFT transaction to the credit of the respective account of the petitioners is not in accordance with law and the rules governing the grant of compensation under the Motor Vehicle Act. He would further submit that the duty cast upon the Insurance Company to pay the interest on the award amount or the principal amount. The liability to pay the interest would be arrested in toto, in case of deposit of the entire award amount to the credit of the Tribunal by the Insurance Company and in case of part payment of the award amount, the Insurance Company is liable to pay interest on the unsatisfied portion of the decreetal amount only.

5.In the present case, the Tribunal has awarded a sum of Rs.38,07,984/- as compensation which has been apportioned to four claimants and the petitioner/second respondent had deposited a sum of Rs.59,01,667/- (including TDS of Rs.3,01,052/-) into the tribunal inclusive of agreed interest and cost and advocate fee. The claimants were permitted to withdraw 50% of the respective share from the Court deposit. Therefore, in the appeal, this Court has reduced the compensation amount from Rs.38,07,984/- to Rs.22,32,028/- by its judgment and decree dated 28.01.2019 in C.M.A(MD)No.1380 of 2013. Therefore, the petitioner/Insurance Company was directed to deposit the award amount with interest at the rate of 7.5% p.a, within a period of eight weeks from the date of receipt of a copy of the judgment till the date of realisation, which means, the date on which the amount of compensation has been deposited by the petitioner/Insurance Company into the Court below and not the date on which the award amount has been encashed by the claimants from the Court below. He would further submit that the order passed by the Tribunal to deposit a sum of Rs.44,39,095/- from the date of filing claim petition will the date on which the claimants received their allocation from the Court below is untenable and unacceptable. Therefore, the order passed by the Tribunal to adjust the amount of interest from 04.08.2006 to 28.01.2019 is untenable and liable to be set aside. Hence, he prays for dismissing the Civil Revision Petitions.

6.On the other hand, the learned counsel appearing for the respondent would submit that the date of realization would mean that the date in which the award amount has been encashed by the claimant. Therefore, the impugned order of the Tribunal to adjust the amount of interest from 04.08.2006 to 28.01.2019 is in accordance with law and therefore, calls for no interference.

7.Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the first respondent and perused the materials available on record.

8.Admittedly, in MCOP No.150 of 2007, the Tribunal has awarded a sum of Rs.38,07,984/- as compensation for the death of the deceased, which was moved in C.M.A(MD)No.1380 of 2013 and this Court reduced the award amount from Rs.38,07,984/- to Rs.22,32,028/-. The dispute arose when the Tribunal directed the revision petitioner/Insurance Company to deposit a sum of Rs.44,39,095/- from the date of filing the claim petition till the date on which the claimants received with their shares from the Court below. According to the claimant, the date of realization means the date on which the award amount has been encashed by the claimants. This is objected by the revision petitioner/Insurance Company that the date of realization means the date on which the amount of compensation has been deposited by the revision petitioner/Insurance Company. It is not in dispute that the revision petitioner/second respondent has deposited the award amount with interest and cost on 08.12.2013.

9.Now the question arise whether the revision petitioner/Insurance Company is liable to pay any interest on the award amount after 08.12.2013. Therefore, it has to be construed that the date of realization for the purpose of payment of interest is, the date of deposit of the amount of award with interest and cost only and not otherwise. Therefore, the order of the Tribunal directing the revision petitioner/Insurance Company, to pay interest even after depositing the award amount on 08.12.2013 is incorrect. Hence, the fair and decreetal order, dated 10.12.2021 passed in I.A.Nos.1 to 3 of 2021 in MCOP No.150 of 2007 by the Motor Accident Claims Tribunal (Principal Subordinate Judge) Trichy, is hereby set aside and the Civil Revision Petitions are allowed. No costs. Consequently, connected miscellaneous petitions are closed.

27.09.2023

NCC:Yes/No
Index:Yes/No
Internet:Yes/No
Ns

K.GOVINDARAJAN THILAKAVADI, J.

Ns

To
1.The Motor Accident Claims Tribunal
(Principal Subordinate Judge)
Trichy.

2.The Section Officer,
V.R.Section,
Madurai Bench of Madras High Court,
Madurai.

C.R.P(MD)Nos.484 to 486 of 2023
and
C.M.P(MD)Nos.2152 to 2154 of 2023

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