



CMA(MD).Nos.524 & 525 of 2018 and 586 & 1288 of 2016

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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RESERVED ON : 17.03.2023

PRONOUNCED ON : 01.06.2023

CORAM

THE HONOURABLE MR.JUSTICE R.VIJAYAKUMAR

C.M.A(MD)Nos.524 & 525 of 2018 and 586 & 1288 of 2016

C.M.A(MD).No.524 of 2018

Royal Sundaram Alliance Insurance Company Ltd.,
8/111, Mangalam Building
4 Roads, Salem
(Pl.No.VGC 0107144000100)

...Appellant

Vs.

1.R.Senthil Kumar

2.M.Selvaraju

3.M.Padma

4.ICICI Lombard General Insurance Co.,Ltd.,
Zenith House
Keshavrao Khade Marg
Mahalakshmi, Mumbai 400 034
(Certificate Cum Pl.No.3001/55876997/00/000)

...Respondents

C.M.A(MD).No.525 of 2018



CMA(MD).Nos.524 & 525 of 2018 and 586 & 1288 of 2016

Royal Sundaram Alliance Insurance Company Ltd.,
8/111, Mangalam Building
4 Roads, Salem
(Pl.No.VGC 0107144000100)

...Appellant

Vs.

1.N.Shankar

2.M.Selvaraju

3.M.Padma

4.ICICI Lombard General Insurance Co.,Ltd.,
Zenith House
Keshavrao Khade Marg
Mahalakshmi, Mumbai 400 034
(Certificate Cum Pl.No.3001/55876997/00/000)

...Respondents

C.M.A(MD).No.586 of 2016

Royal Sundaram Alliance Insurance Company Ltd.,
8/111, Mangalam Building
4 Roads, Salem
(Pl.No.VGC 0107144000100)

...Appellant

Vs.

1.R.Murugesan

2.V.M.Maadhavi

3.V.M.Vigneshwar

4.M.Selvaraju

5.M.Padma



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6.ICICI Lombard General Insurance Co.,Ltd.,
Zenith House
Keshavrao Khade Marg
Mahalakshmi, Mumbai 400 034
(Certificate Cum Pl.No.3001/55876997/00/000) ...Respondents

C.M.A(MD).No.1288 of 2016

Royal Sundaram Alliance Insurance Company Ltd.,
8/111, Mangalam Building
4 Roads, Salem
(Pl.No.VGC 0107144000100) ...Appellant

Vs.

1.S.Sabesh @ Sabesan

2.M.Selvaraju

3.M.Padma

4.ICICI Lombard General Insurance Co.,Ltd.,
Zenith House
Keshavrao Khade Marg
Mahalakshmi, Mumbai 400 034
(Certificate Cum Pl.No.3001/55876997/00/000) ...Respondents

PRAYER in CMA(MD).No.524 of 2018:- Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the fair and decretal order dated 05.06.2015 made in MCOP.No.4 of 2010 on the file of the Motor Vehicles Accident Claims Tribunal Principal District Judge, Karur and allow this appeal.

PRAYER in CMA(MD).No.525 of 2018:- Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the



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fair and decreetal order dated 05.06.2015 made in MCOP.No.6 of 2010 on the file of the Motor Vehicles Accident Claims Tribunal Principal District Judge, Karur and allow this appeal.

PRAYER in CMA(MD).No.586 of 2016 :- Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the fair and decreetal order dated 05.06.2015 made in MCOP.No.2 of 2010 on the file of the Motor Vehicles Accident Claims Tribunal Principal District Judge, Karur and allow this appeal.

PRAYER in CMA(MD).No.1288 of 2016 :- Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the fair and decreetal order dated 05.06.2015 made in MCOP.No.3 of 2010 on the file of the Motor Vehicles Accident Claims Tribunal Principal District Judge, Karur and allow this appeal.

For Appellant :Mr.M.Jerin Mathew
in all the appeals

For Respondents :Mr.N.Sudhagar Nagaraj
for R1 to R3 in CMA.No.586/16
& for R1 in CMA.Nos.524, 525/2018
& 1288/2016

:Mr.V.Muthukamatchi
For R6 in CMA.No.586/2016 and
For R4 in CMA.Nos.524, 525/2018
& 1288/2016

: No appearance
For R2 & R3 in CMA.Nos.524, 525/2018
& 1288 of 2016

COMMON JUDGMENT



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All the four appeals have been filed by the Royal Sundaram Alliance Insurance Company Ltd., challenging the common award passed by the Motor Accident Claims Tribunal/Principal District Court, Karur in MCOP.Nos. 2,3,4 and 6 of 2010.

Factual Matrix:

2.A former M.L.A of Karur Constituency along with two other occupants had travelled in an Innova Car on 27.11.2009 from Karur to Coimbatore. At about 12.45 p.m when the Car was near Lorry Association Petrol Bunk at Sulur, a tanker lorry coming from Coimbatore to Trichy in the opposite direction, dashed against the Car and pushed the Car to the northern side of the road. In the said accident, the former MLA who was one of the occupants of the Car had passed away and her legal heirs have filed MCOP.No.2 of 2010 seeking compensation of Rs. 1,00,30,000/-. The Tribunal has awarded a sum of Rs.17,63,330/-.

3.The other two occupants of the Car namely one N.Shanker and Sabesan had filed MCOP.Nos.3 of 2010 and 6 of 2010 claiming compensation for the injuries sustained by them. The said Sabesan had claimed Rs.12,00,000/- and he was awarded a sum of Rs.4,02,850/-. The said Sabesan had claimed Rs.3,00,000/- and he was awarded a sum of



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Rs.53,700/-. The driver of the Innova Car namely R.Senthilkumar had filed MCOP.No.4 of 2010 claiming a sum of Rs.5,00,000/- and he was awarded a sum of Rs.2,04,000/-.

4.According to the claimants, the gas tanker lorry which was moving in the west to east direction towards Trichy should stick to the northern side of the road. The Innova Car which was travelling from east to west direction was on the southern side of the road. The tanker lorry had crossed the central white line and moved to the southern side of the road and after causing accident it had pulled the car towards northern side of the road.

5.The claimants had further contended that the driver of the Innova Car was driving the vehicle with a moderate speed after following the traffic regulations. But the driver of the tanker lorry had driven the vehicle in a rash and negligent manner and has caused the accident. According to the claimants, one Saravanan is the driver of the tanker lorry and only due to his negligence, the accident has happened. The said tanker lorry has been insured with the Royal Sundaram Alliance Insurance Company Ltd., and it is owned by one M.Selvaraju. Therefore, all the claimants had sought compensation as against the owner of the



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tanker lorry and their insurance company.

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6.The respondents namely the owner of the tanker lorry and the insurance company have filed a counter contending that the accident has not happened on the southern side of the road, but it had happened only on the northern side of the road which is lane meant for tanker lorry. The respondents had further contended that the Innova Car had attempted to over take another vehicle and in the said process, it had crossed the central white line of the road and dashed against the left side of the gas tanker lorry. They had further contended that the lorry is a 40 ton gas tanker lorry and the same cannot be driven in a high speed. There is no possibility of the tanker lorry moving to the southern side of the road and pulling the car again to the northern side of the road. Considering the the weight of the tanker lorry, the said story projected by the claimants is highly improbable.

7.The respondents had further contended that due to the involvement of a politician in the accident, the accident spot was changed and a rough sketch was prepared as if the accident had happened on the southern side of the road. They have further contended that the rough sketch that was annexed to the motor vehicle report would clearly



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indicate the place of accident as the southern side of the road. However, the rough sketch prepared by the police officials indicate as if the accident had happened on the northern side of the road. The respondents had further contended that an F.I.R was filed as against the driver of the tanker lorry and it was tried in C.C.No.355 of 2012 before the Judicial Magistrate No.VII, Coimbatore. The Judicial Magistrate was pleased to arrive at a finding that the case of the prosecution was totally improbable and they had changed the place of occurrence to suit the version of the injured person.

8.The respondents had further contended that the Criminal Court has found that the investigating officer had suppressed certain material evidence and conducted the investigation in a prejudiced manner and he had forwarded the copy of the order to the Superintendent of Police for further action. Therefore, the respondents had contended before the Tribunal that the accident has taken place only due to the rash and negligent driving of the driver of the Innova Car and hence, the owner of the tanker lorry or their insurance company need not to pay any compensation.

9.The Tribunal after considering the oral and documentary



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evidence arrived at a finding that the accident has taken place only due to the rash and negligent driving on the part of the driver of the gas tanker lorry and proceeded to hold the owner of the tanker lorry and the insurance company is jointly and severally liable. In MCOP.No.2 of 2010, an award of Rs.17,63,330/-, in MCOP.No.3 of 2010 an award of Rs.4,02,850/- was passed, in MCOP.No.4 of 2010 an award of Rs.2,04,000/- was passed and in MCOP.No.6 of 2010, an award of Rs.53,700/- was passed.

10.All the four appeals have been filed by the insurance company of the tanker lorry namely Royal Sundaram Alliance Insurance Company Ltd., challenging the negligence and the quantum of the award.

11.Contentions of the learned counsel appearing for the appellant:

(i).The Innova car was moving from Karur to Coimbatore in east-west direction. Therefore, the Car has to stick to the southern side of the road. The gas tanker lorry was moving from Coimbatore to Trichy in the west to east direction and therefore, the lorry has to stick to the northern side of the road. The accident has happened only on the northern side of the road thereby indicating that the Car had moved from southern side to northern side of the road and had dashed against the left side of the



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tanker lorry.

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(ii).Immediately after the accident, the Motor Vehicle Inspector had inspected the said spot and prepared a report under Exhibit R7. Along with the said report, a rough sketch has been marked which indicates that the accident has taken place only on the northern side of the road. However, the said report has not been properly appreciated by the Tribunal on the ground that a Motor Vehicle Inspector is not expected to draw a rough sketch and he was mandated only to find out the damages caused to the vehicle.

(iii).The learned counsel appearing for the appellant had further contended that under Exhibit P5 a rough sketch was prepared by the police officials and presented to the Criminal Court in C.C.No.146 of 2011. The said rough sketch indicates as if the accident has taken place on the southern side of the road. The Judicial Magistrate has categorically found that the said rough sketch is totally improbable and the Police Officer has changed the place of occurrence. The Judicial Magistrate had also recommended for initiation of action as against the police officials for their wrong version of the accident.

(iv).The learned counsel for the appellant had further contended



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that the Tribunal has mainly relied upon Exhibit-P5-rough sketch prepared by the police officials to arrive at a finding that the accident has taken place only on the southern side of the road which is not legally sustainable.

(v).The learned counsel had further contended that if really the Car had moved to the northern side of the road and has caused the accident, the driver of the tanker lorry would have lodged a police complaint as against the driver of the Car. When he has not lodged any police complaint, it has to be presumed that the accident has taken place only on the southern side of the road.

(vi).The Tribunal had further relied upon Exhibit R9-series of photographs which shows that both the vehicles are found on the northern side of the road. However, without accepting the said photographs, the Tribunal has relied upon Exhibit P5-rough sketch prepared by the police officials and accepted the contentions of the claimants that the tanker lorry had dashed against the Innova Car on the southern side of the road and thereafter, pulled the Car to the northern side of the road which is highly improbable. The Tribunal had further rejected the photographs on the ground that the said photographs will not



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decide the manner of the accident because the position of the vehicle is not a deciding factor with regard to the manner of the accident.

(vii).The Tribunal has erroneously rejected the judgement of the Criminal Court on the ground that judgement of the Criminal Court would not be binding upon the Tribunal in deciding the negligence and the manner of accident. It is not a mere finding of the Criminal Court, the Criminal Court has found that some material facts have been suppressed by the police officials to suit the injured person and he had directed to initiate action against them. Therefore, the findings and the acquittal order of the Criminal Court cannot be brushed aside.

(viii).The learned counsel had further contended that the driver of the tanker lorry has been examined as RW1 who had categorically deposed that the accident has happened only on the northern side of the road solely to the negligence on the part of the driver of the Innova Car. The appellant/Insurance Company has let in positive evidence to show that the accident has happened only due to the rash and negligent driving of the driver of the Innova Car. However, the Tribunal had proceeded to rely upon Exhibit P5-rough sketch prepared by the police officials and proceeded to fix the negligence on the part of the driver of the gas tanker



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lorry. Therefore, he prayed for allowing the appeals and to exonerate the appellant/Insurance Company.

12.Contentions of the learned counsel appearing for the claimants:

(i).The learned counsel appearing for the claimants/respondents had categorically contended that the accident has taken place in a broad day light in a busy locality and therefore, there is no question of changing the location of the accident. He had further pointed out that it is the specific case of the claimants that the gas tanker lorry had moved to the wrong side of the road and caused the accident and thereafter, it pulled the Car to the northern side. Therefore, the photographs and the Motor Vehicle Report will clearly show that both the vehicles were on the northern side of the road after the accident.

(ii).The learned counsel for the respondents had further contended that the position of the vehicle after the accident cannot decide the manner of accident. Due to the impact of the gas tanker lorry, the Innova Car had been pulled to the northern side of the road. Only after the accident has taken place, the motor vehicle officials, police officials and the press people have reached the spot, only to find that both the vehicles are on the northern side of the road. Therefore, mere position of the



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vehicle cannot decide the manner of the accident or negligence on the part of the respective drivers.

(iii).The learned counsel for the respondents had further contended that PW2, Sabesan, is one of the occupant of the Car, PW3 R.Senthikumar is the driver of the Car, PW4- Sanker is also one of the occupants of the Car. Therefore, on the side of the claimants, the eye witnesses have been examined to prove the manner of accident. All of them have categorically deposed that the accident has taken place only on the southern side of the road and the Car was dragged to the northern side due to the impact of the accident.

(iv).The learned counsel appearing for the claimants had further contended that though the driver of the tanker lorry has been examined as RW1, he has not categorically deposed about the manner of accident. In fact, he had admitted in his cross examined that he has no evidence to show that he had lodged a police complaint as against the driver of the Innova Car. In fact, suggestions have been put to the driver of the tanker lorry that the Innova Car dragged to the northern side of the road due to the impact of the accident.

(v).The learned counsel for the claimants had further contended



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that Exhibit P5-rough sketch prepared by the police officials would clearly indicate that the accident had happened only on the southern side of the road. Therefore, it is clear that the Innova Car was sticking to its lane namely the southern side. On the other hand, the tanker lorry which would stick to the northern lane had crossed the central white line and dashed against the Innova Car on the southern side of the road. Therefore, the entire negligence is on the part of the driver of the tanker lorry. The Tribunal was right in arriving at a finding that the accident has happened solely due to the negligence on the part of the driver of the tanker lorry. Hence, he prayed for sustaining the award passed by the Tribunal.

13.I have considered the submissions made on either side and perused the materials available on record.

Discussion:

14.The primary ground on which the present appeals have been filed by the insurance company of the tanker lorry is that the accident has taken place solely due to the negligence on the part of the driver of the Innova Car and there was no negligence whatsoever on the part of the driver of the gas tanker lorry.



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15.The F.I.R has been lodged by one of the injured occupants of the Car namely Sanker before the Sulur Police Station. The accident has happened at about 12.45 p.m on 27.11.2009 and within 15 minutes at about 1.00 p.m, the complaint has been lodged. A perusal of the F.I.R indicates that the accident has taken place near Lorry Association Petrol Bunk at Sulur.

16.In the light of the said categorical assertion on the part of the claimants, let us now analyse the oral and documentary evidence.

(i).In all the claimant petitions, it has been specifically averred that the accident has taken place in Kovai to Karur road near Lorry Association Petrol Bunk at Sulur.

(ii).The Motor Vehicle Inspector had inspected the spot at 4.00 p.m on 28.11.2007 and had filed a report which is marked as Exhibit R7. A rough sketch has also been drawn in the said report. The said report clearly indicates that the accident has happened on the northern side of the road which is just opposite to the Lorry Association Petrol Bunk and not in the southern side of the road which is adjacent to the Lorry Association Petrol Bunk. The Motor Vehicle Report of the tanker lorry has been marked as Exhibit P3 which indicates that the damages to the



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said lorry has happened on the left side of the lorry. The Motor Vehicle Report of the Innova Car has been marked as Exhibit P4. It indicates that the entire front portion of the car including the radiator and the battery have got damages. Admittedly, the lorry was coming in the west to east direction and the car was coming from east to west direction. The fact that only the left side of the lorry had got damaged in the accident and the entire front portion of the Car had got damaged in the accident would clearly disclose that the Car had moved to the northern side of the road and had dashed against the left portion of the lorry.

(iii).It is also an admitted case of all the parties that after the accident both the vehicles were found on the northern side of the road. It is the case of the claimants that the tanker lorry had moved to the southern side of the road and caused accident and thereafter, dragged the Innova Car to the northern side of the road. The tanker lorry is having a weight of 40 ton. Therefore, the contentions of the petitioners that it was driven in a rash and negligent manner and moved to the southern side of the road and thereafter, moved to the northern side of the road, dragging the Car is highly unbelievable and improbable.

(iv).The Tribunal has solely relied upon Exhibit P5- rough sketch



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prepared by the police officials to arrive at a finding that the accident has taken place on the southern side of the road. A perusal of Exhibit P5 will clearly indicate that the entire southern side of the road has not been shown as a road in the rough sketch. The northern side of the road alone is shown as the entire road. A perusal of the rough sketch further indicates that as if there is no road at all adjacent to the Lorry Association Petrol Bunk. The entire southern half of the road has been hidden in the rough sketch and only the northern half of the road is shown as the road. Considering the categorical averments of the claimants that the accident has taken place near the Lorry Owners' Association Petrol Bunk, the rough sketch is completely erroneous. For reasons best known, the police officials have prepared such a rough sketch. Therefore, this Court is not in a position to accept Exhibit P5-rough sketch which is not only contrary to the pleadings of the claimants, but also due to the fact that the entire southern half of the road has been hidden in the rough sketch.

(v).If really the tanker lorry had moved to the southern side of the road and dashed against the Innova Car, the right side of the Innova Car namely the driver side would have sustained more damage. However, in



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the present case, only the left side of the Car has been damaged.

Therefore, it is clear that the manner of accident as contended by the claimants is not factually correct. The Tribunal has not properly appreciated the oral and documentary evidence and had arrived at an erroneous finding.

(vi).The driver of the Innova Car had attempted to over take some vehicle and in the said attempt, the Car had moved to the northern side of the road and dashed against the tanker lorry. Therefore, the entire accident has taken place only due to the rash and negligent driving on the part of the driver of the Innova Car. The finding of the Tribunal that there was a negligence on the part of the driver of the tanker lorry is not legally sustainable.

17.Liability:

(i).In view of the discussion in the preceding paragraph, it is clear that there was no negligence on the part of the gas tanker lorry and therefore, their insurer namely the appellant / insurance company is not liable to pay any compensation. A perusal of the insurance policy of the Innova Car which is marked as Exhibit R1 indicates that it is a package policy and it covers the injury/death of the occupants of the Car. It



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further discloses that a premium of Rs.25/- has been paid under IMT-28 covering the legal liability to a paid driver.

(ii).The driving licence of the Innova Car driver namely R.Senthilkumar has been marked as Exhibit P27 which indicates that he was having a valid non-transport driving licence up to the year 2018 and the transport licence up to the year 2012. The accident having taken place on 27.11.2009, the driver of the Innova Car was having valid driving licence on the date of the accident. Therefore, in view of payment of premium under IMT-28 for the legal liability to a paid driver under the Workmen Compensation Act, 1973, the Insurance Company of the Innova Car is liable to pay compensation to the injuries caused to the driver namely Senthilkumar who had filed MCOP.No.4 of 2010. Therefore, all the claimants are entitled to receive compensation from the 4th respondent in the claim petition namely ICICI Lombard General Insurance Co.Ltd.

18.Quantum:MCOP.No.2 of 2010 (CMA(MD).No.586 of 2016).

(i).According to the claimants, the deceased was a former M.L.A of Karur Constituency and she was earning a sum of Rs.3,81,301/-and she was a proprietor of Vasuki Food Products. The claimants had filed



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Exhibits P9 and P10 to establish the same. The Tribunal after considering the cross examination of the husband of the deceased, had arrived at a finding that no documents have been filed to establish the closure of Vasuki Food Products. The husband who has been examined as PW1 as also admitted that he has got a licence to run the said company. The husband has also admitted that the family pension is being received by them continuously and after such finding, the Tribunal has held that the claimants have not established any loss of income due to the death of former M.L.A.

(ii).The Tribunal had further proceeded to hold that since being a proprietor of a firm and a former member of the legislative assembly, only a notional income could be fixed at Rs.15,000/- per month. The said fixation of the notional income at Rs.15,000/- per month was challenged by the appellant/insurance company contending that such a notional income cannot be taken into consideration by the Tribunal. However, I am not in agreement with the said submission. Thereafter, the Tribunal had deducted 1/3rd towards personal expenses. The loss of dependency was arrived at Rs.16,80,000/-. For loss of consortium, the husband was awarded Rs.20,000/-.For loss of love and affection, each one of the



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children have been awarded Rs.40,000/-. For funeral expenses Rs.15,000/- and transport expenses, a sum of Rs.8330/- has been awarded. In total, a sum of Rs.17,63,330/- has been awarded. This Court does not interfere in the quantum of the amount awarded under any one of the heads and confirm the quantum of award.

19. MCOP.No.3 of 2010 (CMA(MD).No.1288 of 2016).

(i).It was contended by the injured claimant that he was a labour contractor and he was earning a sum of Rs.10,000/- per month. The Tribunal has taken into consideration the notional income at Rs.6,000/- per month. Considering the fact that he has been assessed with partial permanent disability of 60%, the Tribunal proceeded to award a sum of Rs.1,20,000/- at the rate of Rs.2000/- per month. The Tribunal had awarded Rs.5,000/- towards loss of income while he was in the hospital. For medical expenses, a sum of Rs.2,67,850/- was awarded and for another sum of Rs.10,000/- for pain and suffering and in total, a sum of Rs.4,02,850/- has been awarded. Considering the fact that the notional income has been fixed only at Rs.6,000/- and the injured claimant has incurred 60% towards partial permanent disability, this Court does not find any reason to interfere in the quantum of compensation.



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20.MCOP.No.4 of 2010 (CMA.No.524 of 2018)

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(i).The claimant is the driver who had driven the Innova Car at the time of accident. In the preceding paragraph, this Court has arrived at a finding that only due to the rash and negligent driving of the Innova Car, the accident had happened. This Court has already held that in view of additional premium paid in the said package policy for paid driver, the insurance company ICICI Lombard General Insurance CoLtd., is liable to satisfy the award.

(ii).The petitioner had further contended that he was earning a sum of Rs.10,000/- per month and he has produced Exhibit P2 driving licence. However, the Tribunal had fixed the notional income at Rs.6,000/- per month and has awarded a sum of Rs.5,000/- towards loss of income. Based upon Exhibit P35, the disability certificate, a partial permanent disability was fixed at 40% and a sum of Rs.80,000/- was awarded for partial disability. For medical expenses, a sum of Rs.1,09,000/- was awarded. Another sum of Rs.10,000/- was awarded for pain and suffering and in total, a sum of Rs.2,04,000/- has been awarded. Considering the fact that the driver had a transport driving licence, he can be treated as a professional driver. The disability assessed at 40% can



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very well affect his driving capacity. Therefore, the quantum of award does not seem to be excessive and the same is confirmed.

21.MCOP.No.6 of 2010 (CMA(MD).No.525 of 2018)

According to the injured claimant, he was a Gang Mazdoor in a Highways Department and he was earning a sum of Rs.12,000/- p.m. However, no document was filed on his side to establish the income. Therefore, the Tribunal has considered his notional income at Rs.6,000/- and awarded a sum of Rs.1,000/- towards loss of income. The Tribunal had assessed the disability at 20%. Therefore, the Tribunal has awarded a sum of Rs.40,000/- for partial permanent disability. Based upon the medical bills under Exhibits P30 and P31, a sum of Rs.2,700/- has been awarded. A sum of Rs.10,000/- has been awarded towards pain and suffering and extra nourishment. Totally a sum of Rs.53,700/- has been awarded. Considering the percentage of disability and quantum of award granted by the Tribunal, this Court is not inclined to interfere in the same and the quantum of award has been confirmed.

22.In view of the above said deliberations, the following orders are passed:

(a).The award passed against the respondents 1 and 2 in the claim



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petition / appellant/Insurance Company is hereby set aside.

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(b).The respondents 3 and 4 in all the claim petitions namely the owner of the Innova Car and its insurance company are jointly and severally liable to pay compensation amount to all the claimants as awarded by the Tribunal with interest at the rate of 7.5% interest per annum from the date of claim petition.

23.These appeals are allowed to the extent as stated above. No costs.

01.06.2023

Index : Yes/No
Internet : Yes/No
NCC : Yes/No
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To

1.The Motor Vehicles Accident Claims Tribunal
/Principal District Judge, Karur

2.The Record Keeper,
Vernacular Section,
Madurai Bench of Madras High Court,
Madurai.

R.VIJAYAKUMAR,J.

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msa

Pre-delivery Judgement made in
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