BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved on : 01.08.2023

Pronounced on : 05.09.2023

CORAM:

THE HON'BLE MR.JUSTICE **K.MURALI SHANKAR**

C.M.A.(MD)No.911 of 2017
and
C.M.P.(MD)No.9690 of 2017

Branch Manager,
I.C.I.C.I General Insurance Company Ltd. Office,
Kumbakonam,
Thanjavur District. ... Appellant/ 2nd Respondent

Vs.

1. Lakshmi
2. Krishnamoorthy ... Respondents 1&2/ Petitioners 1 & 2
3. M.A.Kumaran ... 3rd Respondent/ 1st Respondent
4. M.Haroon Batcha
5. M/s United India Insurance Company Limited, Madurai. ... Respondents 4&5/ Respondents 3&4

(R1 and R3 dismissed vide order dated 04.07.2018)

Prayer : This Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, to set aside the judgment and decree dated 26.11.2014 in M.C.O.P.No.5 of 2013 on the file of Chief Judicial Magistrate cum Motor Accident Claims Tribunal, Thanjavur @ Kumbakonam and allow the above Civil Miscellaneous Appeal.

For Appellant	: Mr.V.Muthu Kamatchi
For R2	: Mr.R.Prakash
For R4	: No appearance
For R5	: Mr.I.Sudhakaran

JUDGMENT

The Civil Miscellaneous Appeal is directed against the award passed in M.C.O.P.No.5 of 2013 dated 26.11.2014 on the file of the Motor Accident Claims Tribunal/Chief Judicial Magistrate Court, Thanjavur at Kumbakonam.

2. The appellant/insurer, who was made liable to pay compensation of Rs.16,85,000/- (Rupees Sixteen Lakhs and Eighty Five Thousand only) with interest at 7.5% per annum and costs to the respondents 1 and 2/ claimants for the death of Senthilkumar, consequent to an accident occurred on 26.05.2009, challenged the liability mulcted on it and also the quantum of compensation awarded at, by the Tribunal.

3. Admittedly, the respondents 1 and 2/claimants are the parents of the deceased Senthilkumar.

For the sake of convenience and brevity, the parties herein after will be referred as per their status/ranking in the Tribunal.

4. The case of the claimants is that on 26.05.2009, the deceased Senthilkumar was proceeding in a tanker lorry bearing Registration No.TN-20-BX-1177 from Chennai to Kallakurichi, at about 02.45 a.m., when he was proceeding towards Ulundurpettai in Chennai – Trichy National Highway behind another lorry bearing Registration No.TN-45-0679, front tyre of the said lorry got busted and the lorry driver suddenly applied brake and stopped the lorry, that despite the best efforts of the deceased Senthilkumar to stop the tanker lorry, dashed against the lorry and got toppled and as a result of which, the said Senthilkumar and cleaner Ramakrishnan had died on the spot and that the accident was occurred only due to the negligence of the driver of the lorry bearing Registration No.TN-45-0679.

5. It is the further case of the claimants that the deceased Senthilkumar was aged 25 years at the time of accident and that he was

working as a tanker lorry driver and was earning Rs.10,000/- (Rupees Ten Thousand only) per month.

6. The defence of the second respondent is that the driver of the vehicle bearing Registration No.TN-45-0679 has suddenly stopped his vehicle without giving proper signal to the vehicles, which came behind him and only due to the act of the said driver, the accident was occurred and that the claim of compensation is excessive and exorbitant.

7. The defence of the fourth respondent is that on 26.05.2009 at about 02.45 a.m., the deceased Senthilkumar, who was the driver of the tanker lorry bearing Registration No.TN-20-BX-1177, drove his vehicle in a high speed and in a rash and negligent manner, towards Trichy and while he was proceeding near Ulundurpettai, without noticing the parked lorry bearing Registration No.TN-45-0679 on the road, dashed against the back side of the stationed lorry and that the accident was occurred only due to the rash and negligent driving of the deceased Senthilkumar.

8. It is the further defence of the fourth respondent that the deceased Senthilkumar was under the influence of alcohol at the time of accident,

that FIR was also registered against the deceased Senthilkumar, that the claimants knowing fully well that the driver of the lorry bearing Registration No.TN-45-0679 was in no way responsible for the accident, they have not added the respondents 3 and 4 in the original petition and only after the filing of the counter statement of the second respondent, the respondents 3 and 4 were added and that the compensation claimed is too high, exorbitant and excessive.

9. The respondents 1 and 3, owners of the vehicles bearing Registration Nos.TN-20-BX-1177 and TN-45-0679 respectively had remained *ex parte*.

10. During enquiry, the claimants have examined the first claimant Tmt.Lakshmi as P.W.1 and one Thiru.Manikandan alleged to be the occurrence witness as P.W.2 and exhibited 5 documents as Ex.P.1 to Ex.P.5. The second respondent has examined its Legal Manager Thiru.Umashankar as R.W.1 and staff attached to the Regional Transport Office Tmt.Sumathi as R.W.2 and exhibited 3 documents as Ex.R.1 to Ex.R.3.

11. The learned trial Judge, upon considering the evidence both oral and documentary and on hearing the arguments of both the sides, holding that the negligence of the deceased Senthilkumar and the negligence on the part of the driver of the lorry bearing Registration No.TN-45-0679 was not responsible for the accident, directed the second respondent to pay compensation of Rs.16,85,000/- (Rupees Sixteen Lakhs and Eighty Five Thousand only) with interest at 7.5% per annum to the claimants and in case of proving any violation, recover the same from the first respondent. Aggrieved by the impugned award, the second respondent has preferred the present appeal.

12. The points that arises for consideration are :

1) *Whether the Tribunal erred in deciding that the negligence of both the lorry drivers was not responsible for the accident, despite showing that the deceased Senthilkumar alone had driven the tanker lorry in a rash and negligent manner and without keeping sufficient distance between two vehicles and dashed against the backside of the parked lorry and thereby caused the accident?*
2) *Whether the Tribunal erred in not deciding as to there was any violation of the policy conditions and as to who was liable to pay compensation?*

3) Whether the quantum of compensation arrived at by the Tribunal is just and proper and is in accordance with law?

13. The claimants, in order to prove the mode of accident, have examined P.W.2 alleged to be the occurrence witness. P.W.2, in his evidence, would say that he was proceeding in another tanker lorry bearing Registration No.TN-20-BX-2579 behind the deceased Senthilkumar and that since front tyre of the lorry bearing Registration No.TN-45-0679 got busted, the lorry driver applied sudden brake and though the deceased Senthilkumar had attempted to stop his vehicle, could not stop the vehicle and dashed against the said lorry. In cross-examination, he would admit that himself and the deceased Senthilkumar were working in the same company, that he does not know about the family of the deceased Senthilkumar correctly and that he was proceeding at a distance between 10 to 50 meters behind the deceased Senthilkumar's vehicle. Though P.W.2 has alleged that he gave a complaint to the police informing that the accident was occurred involving two vehicles, the police had taken his complaint in a white paper and sent him and that the police has not examined him. He would specifically admit that the vehicle, which was proceeding behind another vehicle, should maintain 10 meters

distance and in case, if a vehicle is proceeding at a distance of 10 meters, it can be stopped by applying brake at any time. Though it was suggested that P.W.2 had not seen the occurrence and is giving false evidence, he has not chosen to produce any records to show that he was driving the tanker lorry bearing Registration No.TN-20-BX-2579 at the time of accident behind the deceased Senthilkumar.

14. It is pertinent to note that FIR came to be lodged against the deceased Senthilkumar. In Ex.P.1-complaint, as rightly pointed out by the learned counsel appearing for the second respondent, it has been stated that the driver of the tanker lorry bearing Registration No.TN-20-BX-1177 had driven the lorry in a rash and negligent manner and dashed against the back side of the lorry and got toppled.

15. As already pointed out, even in the claim petition, the claimants have stated that after the application of sudden brake by the driver of the lorry bearing Registration No.TN-45-0679, the deceased Senthilkumar had attempted to stop his lorry, but he could not stop the same and as a result, his lorry dashed against the lorry bearing Registration No.TN-45-0679.

16. It is not the case of the claimants nor P.W.2 that the deceased Senthilkumar was proceeding behind the lorry by keeping sufficient distance. At this juncture, it is necessary to refer the judgment of the Hon'ble Supreme Court in ***Nishan Singh and others Vs. Oriental Insurance Company Limited through Regional Manager and others*** reported in ***(2018) 6 SCC 765,*** relied on by the learned counsel appearing for the second respondent, wherein also a defence was taken that the truck driver suddenly applied brake while the truck was in the centre of the road, the maruti car, which was proceeding behind the truck, collided with the truck from the back and the relevant passages are extracted hereunder:-

> "*10. .... The finding so recorded by the Tribunal has been affirmed by the High Court, by observing that the evidence was clearly indicative of the fact that the maruti car was being driven in a rash and negligent manner, which was the cause for accident of this nature and resulting in death of one of the passengers in the maruti car. The maruti car was driven by none other than PW-2 Manjeet Singh. In his evidence, he has admitted that the subject truck was running ahead of the maruti car for quite some time about one kilometre and at the time of accident, the distance between the truck and maruti car was only 10-15 feet. He has also admitted that the law mandates*

maintaining sufficient distance between two vehicles running in the same direction. It is also not in dispute that the road on which the two vehicles were moving was only about 14 feet wide. It is unfathomable that on such a narrow road, the subject truck would move at a high speed as alleged. In any case, the maruti car which was following the truck was expected to maintain a safe distance, as envisaged in Regulation 23 of the Rules of the Road Regulations, 1989, which reads thus:

> *"23. Distance from vehicles in front.-The driver of a motor vehicle moving behind another vehicle shall keep at a sufficient distance from that other vehicle to avoid collision if the vehicle in front should suddenly slow down or stop."*

The expression 'sufficient distance' has not been defined in the Regulations or elsewhere. The thumb rule of sufficient distance is at least a safe distance of two to three seconds gap in ideal conditions to avert collision and to allow the following driver time to respond. The distance of 10–15 feet between the truck and maruti car was certainly not a safe distance for which the driver of the maruti car must take the blame. It must necessarily follow that the finding on the issue under consideration ought to be against the claimants.

11. The Tribunal also noted that there was no evidence on record to indicate that the driver of the truck suddenly applied his brake in the middle of the road. Further, the finding on issue No.1 recorded by the Tribunal is that there was no evidence regarding exact place of occurrence of accident and having taken survey. Therefore, the issue under consideration was answered against the appellants (claimants), namely, that the subject truck was not driven rashly and negligently by the truck driver nor had he brought the truck in the centre of the road at right side or applied sudden brake as being the cause of the accident. Being a concurrent finding of fact and a possible view, needs no interference."

17. Regulation 23 of the Rules of the Road Regulations, 1989 contemplates that the driver of a motor vehicle moving behind another vehicle shall keep at a sufficient distance from that other vehicle to avoid collision if the vehicle in front should suddenly slow down or stop. The Honble Apex Court, in the above decision, by holding that sufficient distance i.e., a safe distance of two to three seconds gap in ideal condition is necessary to avert collision, has observed that the distance of 10–15 feet between the truck and maruti car was certainly not a safe distance, for which, the driver of the maruti car must take the blame.

18. The claimants have produced the Motor Vehicle Inspection reports of the two lorries under Ex.P.2 and Ex.P.3, whereunder, it is evident from Ex.P.3 that the tanker lorry bearing Registration No.TN-20-BX-1177 sustained damages on front side i.e., front both wind glass, both quarter glass, both head light indicator dash board, radiator, front cabin completely damaged, engine glass box damaged and tank damaged and it is evident from Ex.P.2 that the lorry bearing Registration No.TN-45-0679 sustained damages on rear side. In both the reports, the Motor Vehicle Inspector has given his opinion that the accident was not due to any mechanical defect of the vehicles.

19. As rightly pointed out by the learned counsel appearing for the second respondent, in Ex.P.2, it has not been stated that front tyre of the said lorry was in bursted condition.

20. No doubt, the fourth respondent, insurer of the lorry bearing Registration No.TN-45-0679 has not adduced any evidence and not chosen to examine its driver. But, as rightly contended by the learned counsel appearing for the second respondent, the claimants have not

shown any *prima facie* evidence to show that the driver of the third respondent's lorry was also responsible for the accident.

21. It is pertinent to note that the claimants, in their claim petition, have claimed compensation only from the respondents 1 and 2 and not from the respondents 3 and 4, even after impleading them as respondents 3 and 4.

22. Considering the evidence available on record, this Court has no hesitation to hold that the deceased Senthilkumar was responsible for the accident and as such, the finding of the Tribunal that the negligence of both the lorry drivers was not responsible for the accident, cannot be sustained.

23. It is necessary to refer the Full Bench judgment of the Hon'ble Gujarat High Court in ***Valiben Laxmanbhai Thakore (Koli) and others Vs. Kandla Dock Labour Board and others*** reported in ***2021 ACJ 2262*** and the relevant passages are extracted hereunder:-

> *"10. Chapter XI of the Act covers the subject 'Insurance of Motor Vehicles Against Third Party Risks' under section*

146(1) of which no person shall use a motor vehicle in public unless there is a valid policy of insurance which complies with the requirements of the chapter. Section 147 provides for mandatory requirements of such insurance policy. It deserves to be noted that as per the provisions of Section 147 r/w 149 of the Act, the risks which are covered are statutorily provided, however, parties may enter into a contract by which the insurer agrees to cover additional risks by charging / payment of additional payment. It also deserves to be noted that the policy has a clause which defines the limits of liability in respect of death or bodily injury to any person caused by or arising out of the use of the motor vehicle under section 11(i) of the terms and conditions of the policy. In proviso (b) to section II (1), which reads as under:

> *"Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the company shall not be liable in respect of death of or bodily injury to any person in the employment of the insured arising out of and in the course of such employment"*

Thus, the insurance policy would cover only the person or classes of persons specified in the policy. Thus, when the Insurance Company accepts the additional premium for legal liability to paid Driver and / or Conductor and / or Cleaner, *employed in connection with the operation of the insured vehicle, by accepting additional premium as per IMT 28, the Insurance Company shall entail liability of indemnifying and legal liability is created towards paid Driver and / or Conductor and/ or Cleaner. In case when such additional premium is paid, the policy includes following clause:*

> *"In consideration of an additional premium of notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer shall indemnify the insured against the insured's legal liability under the Employees Compensation Act 1923 the Fatal Accidents Act, 1855 or at Common Law and subsequent amendments of these Acts prior to the date of this Endorsement in respect of personal injury to any paid driver and/or conductor and/or cleaner whilst engaged in the service of the insured in such occupation in connection with the vehicle insured herein and will in addition be responsible for all costs and expenses incurred with its written consent."*

The aforesaid clause therefore, clearly prescribes that it covers the insured against the insured's legal liability under the Employee's Compensation Act, 1923, the Fatal Accidents

Act, 1855 or at Common Law. It may be noted that statutory policy would cover liability under the Employee's Compensation Act, 1923 as far as Driver is concerned. By accepting additional premium as per the IMT 28, the same added liability under Common Law and Fatal Accident Act. Motor accidents liability predates the imposition of this liability under any form of statute and such liability would be part of Common Law till the time it was made a statutory liability.

11. At this juncture, it would be appropriate to refer to judgment of the Hon'ble Supreme Court in the case of Prembai Patel (supra) wherein the Hon'ble Supreme Court has observed thus: .....

> *13. The insurance policy being in the nature of a contract, it is permissible for an owner to take such a policy whereunder the entire liability in respect of the death of or bodily injury to any such employee as is described in sub-Cl. (a) or (b) or (c) of proviso (i) to Sec. 147(1)(b) may be fastened upon the insurance company and insurance company may become liable to satisfy the entire award. However, for this purpose the owner must take a policy of that particular kind for which he*

> *may be required to pay additional premium and the policy must clearly show that the liability of the insurance company in case of death of or bodily injury to the aforesaid kind of employees is not restricted to that provided under the Workmen's Act and is either more or unlimited depending upon the quantum of premium paid and the terms of the policy.*

13. Thus, when the owner of a vehicle pay additional premium and same is accepted by the Insurance Company, liability of the Insurance Company gets extended under the Motor Vehicles Act. Section 147 of the Act clearly prescribes for statutory liability to cover risk of paid Driver and Conductor under the Insurance C/FA/3907/2017 ORDER DATED: 27/08/2021 Policy, which is a matter of contract. On payment of such additional premium by the owner, the liability of the owner shifts upon the Insurance Company. Thus, the risk of paid Driver and Conductor would be covered under the Insurance Policy. Only when the additional premium is not paid, liability would be as per the Employees Compensation Act, 1923 and in such cases, compensation would be computed as prescribed under the Act which is limited to the extent provided under provisions of the Act. However, when owner pays additional premium to cover the legal liability of his paid driver and conductor to the Insurance Company, as *such, the Insurance Company is enlarging the scope for unlimited liability for payment of compensation, when additional premium is accepted. The liability of the Insurance Company gets extended and it has no right to raise issue of self negligence or otherwise of the such class of the driver of the Insured vehicle. By accepting additional premium as per the IMT 28, the Insurance Company expressed its willingness to extend its liability under the Clause of Legal Liability to the Paid driver and conductor as envisaged under Section 147 of the Act. Thus, in our opinion, Insurance Company has no legal right to avoid its legal liability under the indemnity clause arising from the contract of insurance towards the insured - owner of such classes of vehicles."*

24. In the case on hand, it is evident from Ex.R.1-Insurance policy that the first respondent has paid premium for paid driver. Applying the above legal decision, the second respondent is liable to satisfy the claim irrespective of the fact that the deceased Senthilkumar was the tortfeasor.

25. The second respondent, by filing additional counter statement, has taken a defence that the first respondent has violated the policy condition by allowing a person, who has not obtained the Hazardous

endorsement with the concerned Regional Transport Office to drive the vehicle carrying the Hazardous goods. R.W.2-staff attached to the Regional Transport Office, Kumbakonam would say that the deceased Senthilkumar was given driving licence under Ex.R.3, but there was no endorsement permitting him to carry Hazardous goods. R.W.2 would further say that since there was no such endorsement, the driver is not entitled to drive that vehicle with Hazardous goods.

26. As already pointed out, the first respondent/owner had remained ex *parte*. Since the first respondent has not contested the case, the Tribunal, by observing that the first respondent has violated the policy conditions or not could not be gone into as the first respondent was not before the Tribunal and decided to direct the second respondent to pay the compensation and then to recover the same, in case of policy violation.

27. The second respondent through the evidence of R.W.2 and Ex.R.3 has shown that the licence of the deceased Senthilkumar was not having any endorsement for taking Hazardous goods. Since the second respondent has proved that the first respondent, by allowing the deceased

Senthilkumar to drive the tanker lorry containing Hazardous goods without any such endorsement in his licence, has violated the policy conditions and as such, the second respondent is certainly entitled to recover the compensation after paying the same to the claimants.

28. Now turning to the quantum of compensation, the Tribunal, taking note of the post mortem certificate, has fixed the age of the deceased Senthilkumar as 25 years. Considering the driving licence of the deceased Senthilkumar under Ex.R.3, fixing the age of the deceased Senthilkumar as 25 years at the time of accident, cannot be found fault with.

29. It is evident from Ex.R.3 that the deceased Senthilkumar was licenced to drive LMV, TRPTVE and transport vehicles with badge. The Tribunal, taking note of the driving licence of the deceased Senthilkumar, has rightly fixed the monthly income at Rs.7,500/- (Rupees Seven Thousand and Five Hundred only). But the Tribunal has added 50% of the income towards future prospects. The Hon'ble Supreme Court in ***National Insurance Company Limited Vs. Pranay Sethi and others*** reported in

2017 (2) TN MAC 609 (SC), has concluded that if the deceased was self-employed or on a fixed salary, an addition of 40% of the established income should be the warrant, where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. Applying the above decision of the Hon'ble Apex Court, 40% of the income is to be added towards future prospects and it comes to Rs.10,500/- (Rs.7,500/- + Rs.3,000/- (40% of the income)).

30. The Tribunal has deducted one-third (1/3rd) of his income towards personal and living expenses of the deceased Senthilkumar. As per the dictum laid down in ***Sarla Verma and others Vs. Delhi Transport Corporation and another*** reported in ***AIR 2009 SC 3104,*** since the deceased Senthilkumar was a bachelor, 50% of the income is to be deducted for personal and living expenses and after such deduction, the monthly income would be Rs.5,250/- (Rs.10,500/- - Rs.5,250/-). As per the above decision, the Tribunal has rightly applied the multiplier on the basis of the age of the deceased Senthilkumar at 18. Hence, the loss of dependency would be Rs.11,34,000/- (Rs.5,250/- x 12 x 18).

31. The Tribunal has awarded Rs.25,000/- (Rupees Twenty Five Thousand only) for funeral expenses, Rs.10,000/- (Rupees Ten Thousand only) for loss of estate, Rs.20,000/- (Rupees Twenty Thousand only) for loss of love and affection and Rs.10,000/- (Rupees Ten Thousand only) for transport expenses. Our Hon'ble Supreme Court in ***National Insurance Company Ltd., vs. Pranay Sethi and others*** reported in ***2017 ACJ 2700*** has permitted to award Rs.40,000/- towards spousal consortium. But, subsequently, the Hon'ble Supreme Court in ***Magma General Insurance Company Ltd, Vs. Nanu Ram alias Chuhru Ram and others*** reported in ***(2018) 18 SCC 130***, has held that the right to consortium would include the company, care, help, comfort, love and affection, guidance, solace, etc., which is a loss to his family. The Hon'ble Supreme Court interpreted consortium to be a compendious term, which encompasses (i) spousal consortium, to be awarded to the surviving spouse, (ii) parental consortium to be awarded to the children upon the premature death of their parents and (iii) filial consortium to be awarded to the parents for the loss of their children. Recently, the Hon'ble Apex Court in ***The New India Assurance Company Ltd. Vs. Smt.Somwati and others,*** has reiterated the above position and further held that the amount to be awarded for loss of

consortium will be as per the amount fixed in ***Pranay Sethi's*** case. But, at the same time, they have specifically observed that no amount should be awarded under the separate head of loss of love and affection.

32. The claimants being the parents of the deceased Senthilkumar are certainly entitled to get Rs.40,000/- (Rupees Forty Thousand only) each towards loss of filial consortium. The claimants are also entitled to get Rs.15,000/- (Rupees Fifteen Thousand only) for funeral expenses and Rs.15,000/- (Rupees Fifteen Thousand only) for loss of estate under the conventional heads. Considering the above, the claimants are entitled to get total compensation of Rs.12,44,000/- (Rupees Twelve Lakhs and Forty Four Thousand only). Accordingly, the compensation awarded by the Tribunal is modified as follows:-

S. No.	Description	Amount awarded by Tribunal (Rs.)	Amount awarded by this Court (Rs.)	Award confirmed or enhanced or granted or reduced
1.	Loss of income	16,20,000	11,34,000	Reduced
2.	Funeral expenses	25,000	15,000	Reduced
3.	Loss of estate	10,000	15,000	Enhanced
4.	Loss of love and affection	20,000	Nil	Nil
5.	Filial consortium	Nil	80,000	Granted
6.	Transport expenses	10,000	Nil	Nil
	Total	**16,85,000**	**12,44,000**	**Reduced by Rs.4,41,000/-**

33. Considering the other facts and circumstances of the case, this Court further decides that the parties are to be directed to bear their own costs and the above points are answered accordingly.

34. In the result, this Civil Miscellaneous Appeal is partly allowed and the compensation awarded by the Tribunal at Rs.16,85,000/- (Rupees Sixteen Lakhs and Eighty Five Thousand only) is hereby reduced to **Rs.12,44,000/- (Rupees Twelve Lakhs and Forty Four Thousand only)** together with interest at 7.5% per annum and costs. The appellant/insurer is directed to deposit the modified award amount with interest and costs to the credit of M.C.O.P.No.5 of 2013 on the file of the Motor Accident Claims Tribunal/Chief Judicial Magistrate Court, Thanjavur at Kumbakonam, after deducting the amount already deposited if any, within a period of four weeks from the date of receipt of a copy of this judgment. Thereafter, the appellant/insurer is permitted to recover the same from the third respondent/first respondent as per law. Out of the said compensation amount, the first respondent/first claimant is entitled to get **Rs.8,00,000/- (Rupees Eight Lakhs only)** and the second respondent/second claimant is entitled to get **Rs.4,44,000/- (Rupees Four Lakhs and Forty Four Thousand only).** On such deposit being made, the respondents 1 and 2/

claimants are permitted to withdraw their shares together with interest and costs, on due application before the Tribunal. If the amount was already deposited, the balance amount shall be withdrawn by the appellant/insurer. Parties are directed to bear their own costs. Consequently, connected miscellaneous petition is closed.

05.09.2023

NCC : Yes/No
Index : Yes/No
Internet: Yes/No
csm

K.MURALI SHANKAR,J.

csm

To:

1. The Motor Accident Claims Tribunal/
   Chief Judicial Magistrate Court,
   Thanjavur @ Kumbakonam.

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

Pre-Delivery Order made in
C.M.A.(MD)No.911 of 2017
and
C.M.P.(MD)No.9690 of 2017

Dated : 05.09.2023