IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on:	**Pronounced on:**
05.02.2024	07.06.2024

CORAM:

THE HONOURABLE MR.JUSTICE RMT.TEEKAA RAMAN

C.M.A.Nos.3402 of 2013, 2051 & 2052 of 2014, 2417 of 2015
and 1866 & 1868 of 2019
and

M.P.Nos.1 of 2013, 1, 1 of 2014, 1 of 2015 & C.M.P.Nos.
6412 & 6418 of 2019

C.M.A.No.3402 of 2013:

Bajaj Allianz General Insurance Company Limited,
Arts College Road, Coimbatore. .. Appellant

Vs.

1.Niveditha

2.Ponnaiah

3.Shanmugam

4.The Oriental Insurance Company Ltd.,
3607/21, 2nd Floor,
Sathiamoorthi Road,
Pudukottai – 622 001.

5.R.K.Electronics,

129-Priya Complex, Bilamedu,
Coimbatore. . .. Respondents

(RR 2, 3 & 5 remained exparte in Lower Court.
Hence, notice to RR 2, 3 & 5 dispensed with)

Prayer: This Civil Miscellaneous Appeal is filed under Section 173(1) of the Motor Vehicles Act, 1988, to set aside the award made under the common judgment and decree dated 20.09.2012 made in M.C.O.P.No.33 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet and dismiss the case entirely as against the appellant.

For Appellant : Mr.J.Michael Visuvasam

For R1 : Mr.N.Umapathi

For R4 : Mr.S.Arunkumar

C.M.A.No.2051 of 2014:

The Oriental Insurance Co. Ltd.,
No.3607/21, II Floor,
Sathiamoorthy Road,
Pudukottai – 622 101. .. Appellant

Vs.

1.Suganya

2.Ponnaiah
3.Shanmugam

4.M/s.R.K.Electronics,
No.129, Priya Complex,
Cope College, Peelamedu,
Avinashi Road, Coimbatore.

5.M/s.Bajaj Allianz General Insurance Co. Ltd.,
D.No.11, Office No.6-A,
People's Park, 3rd Floor,
Government Arts College Road,
Coimbatore – 641 018. .. Respondents

Prayer: This Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree dated 07.12.2013 made in M.C.O.P.No.35 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet.

For Appellant	:	Mr.S.Arunkumar
For R1	:	Mr.N.Umapathi
For RR 2 to 4	:	No appearance
For R5	:	Mr.J.Michael Visuvasam

C.M.A.No.2052 of 2014:

The Oriental Insurance Co. Ltd.,
No.3607/21, II Floor,
Sathiamoorthy Road,
Pudukottai – 622 001. .. Appellant

Vs.

1.Suganya

2.Ponnaiah

3.Shanmugam

4.M/s.R.K.Electronics,
No.129, Priya Complex,
Cope College, Peelamedu,
Avinashi Road, Coimbatore.

5.M/s.Bajaj Allianz General Insurance Co. Ltd.,
D.No.11, Office No.6-A,
People's Park, 3rd Floor,
Government Arts College Road,
Coimbatore – 641 018. .. Respondents

Prayer: This Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree dated 07.12.2013 made in M.C.O.P.No.31 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet.

For Appellant	:	Mr.S.Arunkumar
For R1	:	Mr.N.Umapathi
For RR 2 to 4	:	No appearance
For R5	:	Mr.J.Michael Visuvasam

C.M.A.No.2417 of 2015:

M/s.Oriental Insurance Co. Ltd.,
2nd Floor, No.3607/21,
Sathiamurthy Road,
Pudhukottai – 622 001. .. Appellant

Vs.

1.Sivakumar

2.Ponnaian

3.Shanmugam

4.R.K.Electronics,
No.129, Priya Complex,
Pilumedu, Hope College,
Avinasi Road, Coimbatore.

5.Bajaj Allianz General Insurance Co. Ltd.,
No.6A, 3rd Floor, Peoples Park,
Government Arts College Road,
Coimbatore – 641 018. .. Respondents

Prayer: This Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree dated 30.01.2015 made in M.C.O.P.No.47 of 2012 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet.

For Appellant : Mr.S.Arunkumar

For R1 : Mr.N.Umapathi

For RR 2 to 4 : No appearance

For R5 : Mr.J.Michael Visuvasam

C.M.A.No.1866 of 2019:

The Branch Manager,
M/s.Oriental Insurance Company Limited,
No.3607/21, 2nd Floor,
Sathyamoorthy Road,
Pudukottai. .. Appellant

Vs.

1.Balasundaramoorthy

2.Krishnaveni

3.Ponnaiah

4.Shanmugam

5.M/s.R.K.Electronics,
No.129, Priya Complex,
Hope College, Peelamedu,
Avinashi Road, Coimbatore.

6.M/s.Bajaj Allianz General Insurance Company Limited,
Rept. by its Branch Manager,
Office No.6-A, Door No.11,
3rd Floor, Government Arts College Road,
Coimbatore. .. Respondents

Prayer: This Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree dated 17.04.2018 made in M.C.O.P.No.134 of 2013 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet.

For Appellant	:	Mr.S.Arunkumar
For RR 1 & 2	:	Mr.D.R.Arun Kumar
For RR 3 to 5	:	No appearance
For R6	:	Mr.J.Michael Visuvasam

C.M.A.No.1868 of 2019:

The Branch Manager,
M/s.Oriental Insurance Company Limited,
No.3607/21, 2nd Floor,
Sathyamoorthy Road,
Pudukottai. .. Appellant

Vs.

1.S.Vijayalakshmi

2.Ponnaiah

3.Shanmugam

4.M/s.R.K.Electronics,
No.129, Priya Complex,

Hope College, Peelamedu,
Avinashi Road, Coimbatore.

5.M/s.Bajaj Allianz General Insurance Company Limited,
Rept. by its Branch Manager,
Office No.6-A, Door No.11,
3rd Floor, Government Arts College Road,
Coimbatore. .. Respondents

Prayer: This Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree dated 17.04.2018 made in M.C.O.P.No.135 of 2013 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet.

For Appellant	:	Mr.S.Arunkumar
For R1	:	Mr.D.R.Arun Kumar
For RR 2 to 4	:	No appearance
For R5	:	Mr.J.Michael Visuvasam

COMMON JUDGMENT

C.M.A.No.3402 of 2013 has been filed against the judgment and decree dated 20.09.2012 made in M.C.O.P.No.33 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet.

2.C.M.A.Nos.2051 of 2014 & 2052 of 2014 have been filed against the judgment and decree dated 07.12.2013 made in M.C.O.P.Nos.35 of 2011 & 31 of 2011 respectively on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet.

3.C.M.A.No.2417 of 2015 has been filed against the judgment and decree dated 30.01.2015 made in M.C.O.P.No.47 of 2012 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet.

4.C.MA.Nos.1866 of 2019 & 1868 of 2019 have been filed against the judgment and decree dated 17.04.2018 made in M.C.O.P.Nos. 134 of 2013 & 135 of 2013 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet.

5.All these cases are arising out of the same accident since, MCOPs are filed at different point of time and cases have been conducted by different Advocate at different point of time and judgments have been delivered by different Judicial Officers at different point of time.

C.M.A.No.3402 of 2013:

6.The liability of the Insurance Company based upon the finding of the negligence on the part of the lorry driver and contributory negligence on the part of the driver of the car and the lorry driver (in some cases) have resulted in divergent judgments. By consent of the learned counsel for the claim petitioner and different Insurance Company and respective Advocates, cases have been heard and common judgment is delivered.

Facts of the case:

7.One Gunasekaran along with his family members travelled in a Maruti car from Pudukottai to Coimbatore on 12.09.2010 around 02.45 PM near the Bhavendar Bharathidasan Engineering College Pirivu road, the accident had taken place. The said Gunasekaran was driving the Maruti car after attending the Sathabiseka function at S.V.S.Thirumana Mahal. The said Gunasekaran and other relatives were returning from Pudukottai to Coimbatore. They travelled in the Maruti car bearing Registration No.TN 47 L 4646 in Trichy to Pudukottai National Highways No.210.

7(a).At about 02.45 PM, when the car reached near Bhavendar Bharathidasan Engineering College Pirivu road, the lorry bearing Registration No.TCL 1179 coming from opposite direction driven by the driver Ponnaiah in a rash and negligent manner without adhering to traffic rules and regulations and he dashed against the car driven by the said Gunasekaran on the extreme left side of the road and due to which, the said Gunasekaran died on the spot as the car was dashed by the lorry and the car was completely damaged.

7(b).The driver of the lorry is Ponnaiah and the owner of the lorry is Shanmugam and the lorry is insured with Oriental Insurance Company Limited. The owner of the car is R.K.Electronics, Coimbatore and the car is insured with Bajaj Allianz General Insurance Company Limited. Since, in some of the MCOPs, the driver, owner and Insurance Company of the lorry was shown as respondents 1 to 3 and in some of the MCOPs, the owner and the Insurance Company of the car was arrayed as respondents 4 & 5 and hence, for the sake of clarity, they have been mentioned by the name in this judgment to clear the cloud.

8.In the said accident, 6 persons are reported dead and 9 persons are reported injured resulted in filing of 7 MCOPs. On the above 7 MCOPs, M.C.O.P.Nos.32 of 2011 & 33 of 2011 was disposed of by the learned Subordinate Judge, Udumalpet, on 20.09.2012 by common judgment, whereby the negligence is fixed on the part of both the driver of the car and driver of the lorry and accordingly liability of the Insurance Company of the car viz., Bajaj Allianz General Insurance Company Limited and the Insurance Company of the lorry viz., Oriental Insurance Company Limited was fixed at 50% : 50%.

9.The other set of MCOPs, M.C.O.P.Nos.31 of 2011 & 35 of 2011, were disposed of by the learned Subordinate Judge, Udumalpet, by common judgment on 07.12.2013, for which C.M.A.Nos.2051 of 2014 & 2052 of 2014 were filed.

10.Another M.C.O.P.No.47 of 2012 was disposed of by another Judicial Officer on 30.01.2015, whereby the driver of the lorry alone was held as negligence and accordingly, its Insurance Company viz.,Oriental Insurance Company Limited is fixed at 100% liability. Against the said judgment dated 30.01.2015 in M.C.O.P.No.47 of 2012, appeal in C.M.A.No.2417 of 2015 is filed.

11.Thereafter, another set of M.C.O.P.Nos.134 of 2013 & 135 of 2013 was disposed of by the learned Subordinate Judge, Udumalpet, on 17.04.2018 and in the said judgment, the Tribunal has held that the accident has taken place only due to the rash and negligent driving by the driver of the lorry which is insured with Oriental Insurance Company and 100% liability was fixed upon the Oriental Insurance Company Limited and pay and recovery clause was incorporated. Against the said common judgment dated 17.04.2018, C.M.A.Nos.1866 of 2019 & 1868 of 2019 were filed by the Oriental Insurance Company (Insurance Company of the lorry) challenging the fixation of 100% liability upon them.

12.The record reveals that as against the judgment passed in M.C.O.P.Nos.32 of 2011 & 33 of 2011 passed by the learned Subordinate

Judge, Udumalpet, arising out of the very same accident, which was mentioned *supra*, wherein the Tribunal has held that the driver of both the lorry as well as the driver of the car are jointly and severally liable to pay the compensation and accordingly fixed 50% liability each and consequently, both the Oriental Insurance Company Limited and Bajaj Allianz General Insurance Company are jointly and severally liable to pay the compensation 50% each. As against this judgment, it appears that Oriental Insurance Company (Insurance Company of the lorry) has filed appeal in C.M.A.Nos.531 of 2019 & 540 of 2019.

13.This Court by common judgment dated 25.01.2019, dismissed the said appeals filed by the Oriental Insurance Company Limited observing that the claimant/claimants filed the said claim petitions claiming a sum of Rs.15,00,000/- and Rs.30,00,000/- respectively as compensation for the death of one Rajamani and G.Ramasamy who died in the accident that took place on 12.09.2010. The Tribunal, considering the pleadings, oral and documentary evidence, held that the accident occurred due to rash and negligent driving by the 1st respondent, driver of the lorry belonging to the 2nd respondent and directed the respondents 3 and 5 each to pay 50% of the sum of Rs.10,70,000/- and Rs.22,35,000/- as compensation to the claimant/claimants respectively. The Tribunal considering the evidence of P.W.2, who had deposed that the accident occurred due to rash and negligent driving by the 1st respondent, driver of the lorry and Ex.P1-FIR filed against the 1st respondent and in the absence of any evidence to disprove the contention of the claimant/claimants, held that the accident occurred due to rash and negligent driving by the 1st respondent and confirmed the finding of the learned Subordinate Judge, Motor Accident Claims Tribunal, Udumalpet, that the accident has taken place due to rash and negligent driving of the driver of both the vehicles viz., car and lorry and also held that both the Insurance Company are jointly and severally liable to pay the compensation at the rate of 50% each and the finding that Insurance Company of the lorry viz., Oriental Insurance Company Limited is directed to pay the compensation to the claimants at the first instance and recover the same from the owner of the lorry, which was granted has been confirmed.

14.After perusing the judgment passed by this Court on 25.01.2019 in

C.M.A.Nos.531 & 540 of 2019, which were filed at the instance of one of the Insurance Company of the two of the vehicles involved in the accident, namely the Oriental Insurance Company for the lorry and Bajaj Allianz General Insurance Company Limited, wherein 50% contributory negligence has been fixed as against driver of each of the vehicle and after perusing the common judgment dated 25.01.2019, I do not find any valid reason to take a different view on the matter.

15.Hence, I find that the order passed by the Tribunal in M.C.O.P.Nos.32 of 2011 & 33 of 2011 which was confirmed by the common judgment of this Court in C.M.A.Nos.531 of 2019 & 540 of 2019, is squarely applicable to C.M.A.No.3402 of 2013 for the Insurance Company of the car and lorry and hence, I find no merits in the said appeal filed by the Insurance Company of the car viz., Bajaj Allianz General Insurance Company Limited on the pointum of negligence and liability thereof and after perusing the quantum of compensation awarded by the Tribunal, I find that the Tribunal has rightly arrived on the multiplier and also deducted 1/3rd deduction towards personal expenses and followed the decision of the Hon'ble Apex Court reported in ***2009 (2) TNMAC 1 SC Supreme Court, [Sarla Verma & others Vs. Delhi Transport Corporation & another]*** and also granted loss of love and affection and hence, the quantum of compensation awarded by the Tribunal in these appeals are just and fair and does not warrant any interference at the appellate stage. Accordingly, C.M.A.No.3402 of 2013 stands dismissed.

C.M.A.Nos.2051 of 2014 & 2052 of 2014:

16.These two appeals have been filed by the Oriental Insurance Company Limited against the common judgment and decree granted in M.C.O.P.Nos.31 of 2011 & 35 of 2011 dated 07.12.2013.

17.M.C.O.P.Nos.31 of 2011 & 35 of 2011 have been filed by one Suganya in respect of injuries as well as for the death of her husband in the very same accident referred to *supra*.

18.The Tribunal on a different set of evidence after change of the

Judicial Officer, the cases have been conducted and a common judgment has been passed. The learned Tribunal has held that the driver of the lorry which involved in the accident is rash and negligent and was not possessing valid driving license to drive the heavy motor vehicle, which is insured with the Oriental Insurance Company Limited, the appellant herein. Accordingly, come to a conclusion that the insurer of the lorry viz., Oriental Insurance Company Limited is liable to pay the compensation and in view of the breach of the policy condition with regard to driving of lorry without driving license to drive heavy motor vehicle, granted pay and recovery in favour of the Oriental Insurance Company Limited.

19.Aggrieved against the said finding, the Oriental Insurance Company Limited has filed these appeals on the pointum of liability and quantum.

20.As discussed supra, in view of the common judgment passed by this Court in C.M.A.Nos.531 of 2019 & 540 of 2019 dated 25.01.2019, this Court has held that the accident had taken place due to rash and negligent driving of both the driver of the car and lorry and the apportionment of the contributory negligence is fixed at 50% each and therefore, the finding of the Tribunal fixing entire negligence upon the driver of the lorry is hereby vacated and in view of the common judgment passed by this Court in C.M.A.Nos.531 of 2019 & 540 of 2019, the award passed by the Tribunal on 07.12.2013 in M.C.O.P.Nos.31 of 2011 & 35 of 2011 stands modified to the limited extent that the appellant-Oriental Insurance Company Limited is liable only to an extent of 50% with pay and recover the same from the owner of the lorry for the breach of policy conditions with regard to non-possession of driving license by the driver of the lorry.

21.On the pointum of quantum of compensation, the Tribunal after perusing the entire materials, awarded compensation under different heads, which is just and reasonable. Hence, I do not find any error in fixing the compensation by the Tribunal and the same is hereby confirmed.

22.Accordingly, C.M.A.Nos.2051 of 2014 & 2052 of 2014 are partly allowed to the limited extent of liability and the quantum of compensation is confirmed. The liability is apportioned between the Oriental Insurance

Company Limited and Bajaj Allianz General Insurance Company at 50% each and both the Insurance Companies have to deposit 50% each of the compensation and the judgment and decree passed in M.C.O.P.Nos.31 of 2011 & 35 of 2011 is modified accordingly.

C.M.A.No.2417 of 2015:

23.This appeal has been filed by the Oriental Insurance Company Limited against the judgment and decree granted in M.C.O.P.No.47 of 2012 dated 30.01.2015.

24.M.C.O.P.No.47 of 2012 has been filed by one Sivakumar in respect of injuries sustained by him in the very same accident referred to *supra*.

25.The Tribunal on a different set of evidence after change of the Judicial Officer, the case has been conducted and a judgment has been passed. The learned Tribunal has held that the driver of the lorry which involved in the accident is rash and negligent and was not possessing valid driving license to drive the heavy motor vehicle, which is insured with the

Oriental Insurance Company Limited, the appellant herein. Accordingly, come to a conclusion that the insurer of the lorry viz., Oriental Insurance Company Limited is liable to pay the compensation and in view of the breach of the policy condition with regard to driving of lorry without driving license to drive heavy motor vehicle, granted pay and recovery in favour of the Oriental Insurance Company Limited.

26.Aggrieved against the said finding, the Oriental Insurance Company Limited has filed this appeal on the pointum of liability and quantum.

27.As discussed supra, in view of the common judgment passed by this Court in C.M.A.Nos.531 of 2019 & 540 of 2019 dated 25.01.2019, this Court has held that the accident had taken place due to rash and negligent driving of both the driver of the car and lorry and the apportionment of the contributory negligence is fixed at 50% each and therefore, the finding of the Tribunal fixing entire negligence upon the driver of the lorry is hereby vacated and in view of the common judgment passed by this Court in C.M.A.Nos.531 of 2019 & 540 of 2019, the award passed by the Tribunal on 30.01.2015 in

M.C.O.P.No.47 of 2012 stands modified to the limited extent that the appellant-Oriental Insurance Company Limited is liable only to an extent of 50% with pay and recover the same from the owner of the lorry for the breach of policy conditions with regard to non-possession of driving license by the driver of the lorry.

28.On the pointum of quantum of compensation, the Tribunal after perusing the entire materials, awarded compensation under different heads, which is just and reasonable. Hence, I do not find any error in fixing the compensation by the Tribunal and the same is hereby confirmed.

29.Accordingly, C.M.A.No.2417 of 2015 is partly allowed to the limited extent of liability and the quantum of compensation is confirmed. The liability is apportioned between the Oriental Insurance Company Limited and Bajaj Allianz General Insurance Company at 50% each and both the Insurance Companies have to deposit 50% each of the compensation and the judgment and decree passed in M.C.O.P.No.47 of 2012 is modified accordingly.

C.M.A.Nos.1866 of 2019 & 1868 of 2019:

30.These two appeals have been filed by the Oriental Insurance Company Limited against the common judgment and decree granted in M.C.O.P.Nos.134 of 2013 & 135 of 2013 dated 17.04.2018.

31.M.C.O.P.No.134 of 2013 has been filed by the parents of the deceased Minor Naveen who died in the very same accident referred to *supra* and M.C.O.P.No.135 of 2013 has been filed by one S.Vijayalakshmi for the injuries sustained by her in the very same accident referred to *supra*.

32.The Tribunal on a different set of evidence after change of the Judicial Officer, the cases have been conducted and a common judgment has been passed. The learned Tribunal has held that the driver of the lorry which involved in the accident is rash and negligent and was not possessing valid driving license to drive the heavy motor vehicle, which is insured with the Oriental Insurance Company Limited, the appellant herein. Accordingly, come to a conclusion that the insurer of the lorry viz., Oriental Insurance Company Limited is liable to pay the compensation and in view of the breach of the policy condition with regard to driving of lorry without driving license to drive heavy motor vehicle, granted pay and recovery in favour of the Oriental Insurance Company Limited.

33.Aggrieved against the said finding, the Oriental Insurance Company Limited has filed these appeals on the pointum of liability and quantum.

34.As discussed supra, in view of the common judgment passed by this Court in C.M.A.Nos.531 of 2019 & 540 of 2019 dated 25.01.2019, this Court has held that the accident had taken place due to rash and negligent driving of both the driver of the car and lorry and the apportionment of the contributory negligence is fixed at 50% each and therefore, the finding of the Tribunal fixing entire negligence upon the driver of the lorry is hereby vacated and in view of the common judgment passed by this Court in C.M.A.Nos.531 of 2019 & 540 of 2019, the award passed by the Tribunal on 17.04.2018 in M.C.O.P.Nos.134 of 2013 & 135 of 2013 stands modified to the limited extent that the appellant-Oriental Insurance Company Limited is liable only to an extent of 50% with pay and recover the same from the owner of the lorry for the breach of policy conditions with regard to non-possession of driving license by the driver of the lorry.

35.On the pointum of quantum of compensation, the Tribunal after perusing the entire materials, awarded compensation under different heads, which is just and reasonable. Hence, I do not find any error in fixing the compensation by the Tribunal and the same is hereby confirmed.

36.Accordingly, C.M.A.Nos.1866 of 2019 & 1868 of 2019 are partly allowed to the limited extent of liability and the quantum of compensation is confirmed. The liability is apportioned between the Oriental Insurance Company Limited and Bajaj Allianz General Insurance Company at 50% each and both the Insurance Companies have to deposit 50% each of the compensation and the judgment and decree passed in M.C.O.P.Nos.134 of 2013 & 135 of 2013 is modified accordingly.

37.In the result,

(i)C.M.A.No.3402 of 2013 is dismissed and a sum of Rs.10,70,000/- awarded by the Tribunal as compensation to the 1st respondent/claimant, along with interest and costs is confirmed. The appellant (Bajaj Allianz General Insurance Company Limited) is directed to deposit a sum of Rs.5,35,000/- (being 50% of the award amount) along 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 to the credit of M.C.O.P.No.33 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet. The 4th respondent (Oriental Insurance Company Limited) is directed to deposit a sum of Rs.5,35,000/- (being 50% of the award amount), along 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 to the credit of M.C.O.P.No.33 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet, at the first instance and recover the same from the 3rd respondent – owner of the lorry. On such deposit, the 1st respondent / claimant is permitted to withdraw the award amount, along with interest and costs, after adjusting the amount, if any already withdrawn, by filing necessary applications before the Tribunal. Consequently, the connected Miscellaneous Petition is closed. No costs.

(ii)C.M.A.No.2051 of 2014 is partly allowed and a sum of Rs.10,60,000/- awarded by the Tribunal as compensation to the 1st respondent/claimant, along with interest and costs is confirmed. The appellant (Oriental Insurance Company Limited) is directed to deposit a sum of Rs.5,30,000/- (being 50% of the award amount) along 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 to the credit of M.C.O.P.No.35 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet, at the first instance and recover the same from the 3rd respondent – owner of the lorry. The 5th respondent (Bajaj Allianz General Insurance Company Limited) is directed to deposit a sum of Rs.5,30,000/- (being 50% of the award amount), along 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 to the credit of M.C.O.P.No.35 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet. On such deposit, the 1st respondent / claimant is permitted to withdraw the award amount, along with interest and costs, after adjusting the amount, if any already withdrawn, by filing necessary applications before the Tribunal. The appellant is permitted to withdraw the excess amount if any lying in the credit of M.C.O.P.No.35 of 2011, if the entire award amount has already been deposited by them. Consequently, the connected Miscellaneous Petition is closed. No costs.

(iii)C.M.A.No.2052 of 2014 is partly allowed and a sum of Rs.58,740/- awarded by the Tribunal as compensation to the 1st respondent/claimant, along with interest and costs is confirmed. The appellant (Oriental Insurance Company Limited) is directed to deposit a sum of Rs.29,370/- (being 50% of the award amount) along 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 to the credit of M.C.O.P.No.31 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet, at the first instance and recover the same from the 3rd respondent – owner of the lorry. The 5th respondent (Bajaj Allianz General Insurance Company Limited) is directed to deposit a sum of Rs.29,370/- (being 50% of the award amount), along 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 to the credit of M.C.O.P.No.31 of 2011 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet. On such deposit, the 1st respondent / claimant is permitted to withdraw the award amount, along with interest and costs, after adjusting the amount, if any already withdrawn, by filing necessary applications before the Tribunal. The appellant is permitted to withdraw the excess amount if any lying in the credit of M.C.O.P.No.31 of 2011, if the entire award amount has already been deposited by them. Consequently, the connected Miscellaneous Petition is closed. No costs.

(iv)C.M.A.No.2417 of 2015 is partly allowed and a sum of Rs.5,72,000/- awarded by the Tribunal as compensation to the 1st respondent/claimant, along with interest and costs is confirmed. The appellant (Oriental Insurance Company Limited) is directed to deposit a sum of Rs.2,86,000/- (being 50% of the award amount) along 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 to the credit of M.C.O.P.No.47 of 2012 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet, at the first instance and recover the same from the 3rd respondent – owner of the lorry. The 5th respondent (Bajaj Allianz General Insurance Company Limited) is directed to deposit a sum of Rs.2,86,000/- (being 50% of the award amount), along 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 to the credit of M.C.O.P.No.47 of 2012 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet. On such deposit, the 1st respondent / claimant is permitted to withdraw the award amount, along with interest and costs, after adjusting the amount, if any already withdrawn, by filing necessary applications before the Tribunal. The appellant is permitted to withdraw the excess amount if any lying in the credit of M.C.O.P.No.47 of 2012, if the entire award amount has already been deposited by them. Consequently, the connected Miscellaneous Petition is closed. No costs.

(v)C.M.A.No.1866 of 2019 is partly allowed and a sum of

Rs.5,75,000/- awarded by the Tribunal as compensation to the respondents 1 & 2 / claimants, along with interest and costs is confirmed. The appellant (Oriental Insurance Company Limited) is directed to deposit a sum of Rs.2,87,500/- (being 50% of the award amount) along 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 to the credit of M.C.O.P.No.134 of 2013 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet, at the first instance and recover the same from the 4th respondent – owner of the lorry. The 6th respondent (Bajaj Allianz General Insurance Company Limited) is directed to deposit a sum of Rs.2,87,500/- (being 50% of the award amount), along 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 to the credit of M.C.O.P.No.134 of 2013 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet. On such deposit, the respondents 1 & 2 / claimants are permitted to withdraw their respective share of the award amount as per the ratio of apportionment made by the Tribunal, along with proportionate interest and costs, after adjusting the amount, if any already withdrawn, by filing necessary applications before the

Tribunal. The appellant is permitted to withdraw the excess amount if any lying in the credit of M.C.O.P.No.134 of 2013, if the entire award amount has already been deposited by them. Consequently, the connected Miscellaneous Petition is closed. No costs.

(vi)C.M.A.No.1868 of 2019 is partly allowed and a sum of Rs.1,43,850/- awarded by the Tribunal as compensation to the 1st respondent/claimant, along with interest and costs is confirmed. The appellant (Oriental Insurance Company Limited) is directed to deposit a sum of Rs.71,925/- (being 50% of the award amount) along 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 to the credit of M.C.O.P.No.135 of 2013 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet, at the first instance and recover the same from the 3rd respondent – owner of the lorry. The 5th respondent (Bajaj Allianz General Insurance Company Limited) is directed to deposit a sum of Rs.71,925/- (being 50% of the award amount), along 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 to the credit of M.C.O.P.No.135 of 2013 on the file of the Motor Accident Claims Tribunal, Sub Court, Udumalpet. On such deposit, the 1st respondent / claimant is permitted to withdraw the award amount, along with interest and costs, after adjusting the amount, if any already withdrawn, by filing necessary applications before the Tribunal. The appellant is permitted to withdraw the excess amount if any lying in the credit of M.C.O.P.No.135 of 2013, if the entire award amount has already been deposited by them. Consequently, the connected Miscellaneous Petition is closed. No costs.

07.06.2024

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Index : Yes / No
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Neutral Citation : Yes / No

To
1.The Subordinate Judge,
Motor Accident Claims Tribunal,
Udumalpet.

2.The Section Officer,
VR Section, High Court, Madras.

RMT.TEEKAA RAMAN, J.
krk

C.M.A.Nos.3402 of 2013, 2051 & 2052 of 2014,
2417 of 2015 and 1866 & 1868 of 2019

07.06.2024