



C.M.A.No.1095 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.07.2024

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

C.M.A.No.1095 of 2023

and

C.M.P.No.10481 of 2023

ICICI LOMBARD General Insurance Co. Ltd.,
Building No.142, First Floor, ECR Main Road,
Near Latha Steel House, Kottupalayam,
Puducherry.

.. Appellant

Vs.

1.Junaitha Begum

2.Shajahan

3.J.Mohammed Mansoor

4.Ahamed Bavas

.. Respondents

Prayer: Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the decree and judgment dated 23.12.2022 made in M.C.O.P.No.378 of 2019 on the file of the Motor Accident Claims Tribunal, Tiruvallur at Poonamallee, III Additional District & Sessions Court, Poonamallee.



WEB COPY



C.M.A.No.1095 of 2023

For Appellant : Mr.B.Siva Kollapan

For RR 1 & 2 : Mr.M.Arunachalam

J U D G M E N T

The Insurance Company has filed the present appeal against the award passed by the Motor Accident Claims Tribunal, Tiruvallur at Poonamallee, III Additional District & Sessions Court, Poonamallee, in M.C.O.P.No.378 of 2019 dated 23.12.2022.

2.The present appeal raises an interesting question on the interpretation of the Insurance Policy under which compensation has been claimed and to determine as to whether it is an Act only policy or a Comprehensive / Package policy. If the facts of the case falls within the scope of the former, the Insurance Company will not be liable to pay the compensation and on the other hand, if it falls within the scope of the latter, the Insurance Company will be liable to pay the compensation to the claimants.

3.The claimants are the parents of the deceased HajaNajubudeen.

The deceased who was aged about 22 years was traveling as a pillion



C.M.A.No.1095 of 2023

WEB COPY

rider in a two wheeler belonging to the respondents 3 & 4. On 06.06.2019 at about 04.30 PM, when the vehicle was near Meenjur – Vandaloor bypass road and was approaching the bus stop, the rider of the vehicle lost control of the vehicle and as a result, the two wheeler hit the entry ramp median. The deceased fell down from the vehicle and he sustained grievous injuries and he succumbed to the injuries on 07.06.2019. It is under these circumstances, the claim petition came to be filed before the Tribunal seeking for payment of compensation.

4.The Insurance Company took a stand that the policy in question is an Act only policy and therefore, the pillion rider in the two wheeler is not covered under the policy. Consequently, the Insurance Company denied their entire liability in this case.

5.The Tribunal on considering the facts and circumstances of the case and on appreciation of the oral and documentary evidence, came to a conclusion that the accident had taken place only due to the negligence on the part of the rider of the two wheeler.



C.M.A.No.1095 of 2023

WEB COPY

6.The Tribunal went into the question of liability and concluded that the Insurance Company is jointly and severally liable along with the owners to pay the compensation to the claimants.

7.The Tribunal proceeded to fix the total compensation at Rs.16,38,000/- under various heads as follows:

1.Loss of dependency	-	Rs.15,12,000/-
2.Loss of consortium	-	Rs.88,000/-
3.Loss of estate	-	Rs.16,500/-
4.Funeral expenses	-	Rs.16,500/-
5.Transportation expenses	-	Rs.5,000/-

Total		Rs.16,38,000/-

8.The above compensation was directed to be paid with interest at the rate of 7.5% per annum.

9.The Insurance Company has filed the present appeal questioning their liability against the award passed by the Motor Accident Claims



C.M.A.No.1095 of 2023

WEB COPY

Tribunal, Tiruvallur at Poonamallee, III Additional District & Sessions Court, Poonamallee, in M.C.O.P.No.378 of 2019 dated 23.12.2022.

10.Heard the learned counsel for the appellant and the learned counsel for respondents 1 & 2.

11.This Court has carefully considered the submissions made on the side of the appellant and the materials available on record.

12.This Court has also carefully gone through the award passed by the Tribunal.

13.The learned counsel for the appellant – Insurance Company submitted that the policy in question (Ex.P6 / Ex.R1) is an Act only policy and that the Tribunal misdirected itself in construing it as a Comprehensive / Package policy and consequently went wrong in directing the Insurance Company to pay the compensation to the claimants.



C.M.A.No.1095 of 2023

WEB COPY

14.The learned counsel in order to substantiate the above submissions, placed reliance upon the Insurance Policy which was marked as Ex.P6 / Ex.R1. The learned counsel submitted that the very description of the policy is “Two Wheeler Vehicles Liability Policy”. That apart, the premium has been paid under two heads. The first head is under Basic Third Party Liability and a sum of Rs.985/- has been collected. The second head is against the Personal Accident (PA) cover for Owner Driver and a sum of Rs.750/- has been collected as premium under this head. The learned counsel in order to differentiate between an Act only policy and a Package policy, produced certain samples of these policies which were filed as additional typed set of papers. The learned counsel explained that in so far as a Package / Liability policy, there is always a description in the heading itself that it is a Liability policy and premium is collected only under two heads viz., Basic Third Party Liability and Personal Accident (PA) cover for Owner Driver. However, in the case of a Package policy, it is described as “Two Wheeler Vehicles Package Policy” and the premium is collected under three heads and they are Basic Third Party Liability, Personal Accident (PA) cover for Owner Driver and under the head of Own Damage.



C.M.A.No.1095 of 2023

WEB COPY

15.The learned counsel further developed his arguments by pointing out to Ex.P13, which is the India Motor Tariff which provides for the Rules, Regulations, Rates, terms and conditions, etc., for transaction of motor insurance in India. The learned counsel submitted that the Regulations provides for two types of policies. The first is the liability only policy and the second is a Package policy. By relying upon GR3, the learned counsel explained these two policies by referring to the additional typed set of papers which contained the sample policies. The learned counsel drew the attention of this Court to Section 6 which deals with the standard wording in respect of an Act policy including premium computation table, certificate of insurance, etc,. In this, the learned counsel relied upon clause I-1(i) and I-1(ii). The learned counsel submitted that the liability that has been mentioned here falls within the scope of Act only policy.

16.The learned counsel thereafter drew the attention of this Court to the standard form of a Package policy and specifically relied upon Section II-1(i).



C.M.A.No.1095 of 2023

WEB COPY

17.The learned counsel submitted that the reference that is made in a Package policy relating to third parties, does not include the occupant of the vehicle which also includes a pillion rider in a two wheeler. In such cases, it refers only to a third party, who gets affected due to the usage of a vehicle covered under the policy. However, when it comes to a Package / Comprehensive policy, it specifically includes the occupant of the vehicles also. This means that it includes a pillion rider in a two wheeler.

18.In order to further explain the above differentiation, the learned counsel relied upon the judgment of the Hon'ble Supreme Court in ***National Insurance Company Ltd Vs. Balakrishnan and another*** reported in ***2012 (2) TNMAC 637 (SC)***. The relevant portions relied upon by the learned counsel for the appellant is extracted hereunder:

“17. At this stage, it is apposite to note that when the decision in [Bhagyalakshmi](#) (supra) was rendered, a decision of High Court of Delhi dealing with the view of the Tariff Advisory Committee in respect of “comprehensive/package policy” had not come into the field. We think it apt to refer to the same as it deals with



C.M.A.No.1095 of 2023

certain factual position which can be of assistance. The High Court of Delhi in *Yashpal Luthra and Anr. V. United India Insurance Co. Ltd. and Another*[13], after recording the evidence of the competent authority of Tariff Advisory Committee (TAC) and Insurance Regulatory and Development Authority (IRDA), reproduced a circular dated 16.11.2009 issued by IRDA to CEOs of all the Insurance Companies restating the factual position relating to the liability of Insurance companies in respect of a pillion rider on a two-wheeler and occupants in a private car under the comprehensive/package policy. The relevant portion of the circular which has been reproduced by the High Court is as follows:-

“IRDA

Ref: IRDA/NL/CIR/F&U/073/11/2009

16.11.2009

To

CEOs of all general insurance companies

Re: Liability of insurance companies in respect of occupants of a Private car and pillion rider on a two-wheeler under Standard Motor Package Policy (also called Comprehensive Policy).

Insurers' attention is drawn to wordings of Section (II) 1 (ii) of Standard Motor Package Policy (also called Comprehensive Policy) for private car and two-wheeler under the (erstwhile) India Motor Tariff. For convenience the relevant provisions are reproduced hereunder:-

‘Section II - Liability to Third Parties

1. Subject to the limits of liabilities as *laid down*



WEB COPY



C.M.A.No.1095 of 2023

in the Schedule hereto the company will indemnify the insured in the event of an accident caused by or arising out of the use of the insured vehicle against all sums which the insured shall become legally liable to pay in respect of -

*(i) death or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of **Motor Vehicles Act**, the Company shall not be liable where such death or injury arises out of and in the course of employment of such person by the insured.'*

It is further brought to the attention of insurers that the above provisions are in line with the following circulars earlier issued by the TAC on the subject:

(i) Circular M.V. No. 1 of 1978 - dated 18th March, 1978 (regarding occupants carried in Private Car) effective from 25th March, 1977.

(ii) MOT/GEN/10 dated 2nd June, 1986 (regarding pillion riders in a two-wheeler) effective from the date of the circular.

The above circulars make it clear that the insured liability in respect of occupant(s) carried in a private car and pillion rider carried on two-wheeler is covered under the Standard Motor Package Policy. A copy each of the above circulars is enclosed for ready reference. The Authority vide circular No. 066/IRDA/F&U/Mar-08 dated March 26, 2008 issued under File & Use Guidelines has reiterated that pending further orders the insurers shall not vary the coverage, terms and conditions wording, warranties, clauses and endorsements in respect of covers that were



WEB COPY



C.M.A.No.1095 of 2023

under the erstwhile tariffs. Further the Authority, vide circular No. 019/IRDA/NL/F&U/Oct-08 dated November 6, 2008 has mandated that insurers are not permitted to abridge the scope of standard covers available under the erstwhile tariffs beyond the options permitted in the erstwhile tariffs. All general insurers are advised to adhere to the afore-mentioned circulars and any non-compliance of the same would be viewed seriously by the Authority. This is issued with the approval of competent authority.

Sd/-

(Prabodh Chander)

Executive Director”

[emphasis supplied]

18. The High Court has also reproduced a circular issued by IRD dated 3.12.2009. It is instructive to quote the same:-

“IRDA

IRDA/NL/CIR/F&U/078/12/2009

3.12.2009.

To

All CEOs of All general insurance companies (except ECGC, AIC, Staff Health, Apollo) Re: Liability of insurance companies in respect of occupant of a private car and pillion rider in a two-wheeler under Standard Motor Package Policy (also called Comprehensive Policy). Pursuant to the Order of the Delhi High Court dated 23.11.2009 in MAC APP No. 176/2009 in the case of [Yashpal Luthra v. United India and Ors.](#), the Authority convened a meeting on November 26, 2009 of the CEOs of all the



WEB COPY



C.M.A.No.1095 of 2023

general insurance companies doing motor insurance business in the presence of the counsel appearing on behalf of the Authority and the leaned amicus curie.

Based on the unanimous decision taken in the meeting by the representatives of the general insurance companies to comply with the IRDA circular dated 16th November, 2009 restating the position relating to the liability of all the general insurance companies doing motor insurance business in respect of the occupants in a private car and pillion rider on a two wheeler under the comprehensive/package policies which was communicated to the court on the same day i.e. November 26, 2009 and the court was pleased to pass the order (dt. 26.11.2009) received from the Court Master, Delhi High Court, is enclosed for your ready reference and adherence. In terms of the said order and the admitted liability of all the general insurance companies doing motor insurance business in respect of the occupants in a private car and pillion rider on a two-wheeler under the comprehensive/package policies, you are advised to confirm to the Authority, strict compliance of the circular dated 16th November, 2009 and orders dt. 26.11.2009 of the High Court. Such compliance on your part would also involve:

i) withdrawing the plea against such a contest wherever taken in the cases pending before the MACT, and issue appropriate instructions to their respective lawyers and the operating officers within 7 days;

ii) with respect to all appeals pending before the High Courts on this point, issuing instructions



WEB COPY



C.M.A.No.1095 of 2023

within 7 days to the respective operating officers and the counsel to withdraw the contest on this ground which would require identification of the number of appeals pending before the High Courts (whether filed by the claimants or the insurers) on this issue within a period of 2 weeks and the contest on this ground being withdrawn within a period of four weeks thereafter;

iii) With respect to the appeals pending before the Hon'ble Apex Court, informing, within a period of 7 days, their respective advocates on record about the IRDA Circulars, for appropriate advice and action. Your attention is also drawn to the discussions in the CEOs meeting on 26.11.2009, when it was reiterated that insurers must take immediate steps to collect statistics about accident claims on the above subject through a central point of reference decided by them as the same has to be communicated in due course to the Honourable High Court. You are therefore advised to take up the exercise of collecting and collating the information within a period of two months to ensure necessary & effective compliance of the order of the Court. The information may be centralized with the Secretariat of the General Insurance Council and also furnished to us.

IRDA requires a written confirmation from you on the action taken by you in this regard. This has the approval of the Competent Authority.

Sd/-

(Prabodh Chander)

Executive Director"

[emphasis added]



WEB COPY

19. It is extremely important to note here that till 31st December, 2006 the Tariff Advisory Committee and, thereafter, from 1st January, 2007, IRDA functioned as the statutory regulatory authorities and they are entitled to fix the tariff as well as the terms and conditions of the policies by all insurance companies. The High Court had issued notice to the Tariff Advisory Committee and the IRDA to explain the factual position as regards the liability of the insurance companies in respect of an occupant in a private car under the “comprehensive/ package policy”. Before the High Court, the Competent Authority of IRDA had stated that on 2nd June, 1986, the Tariff Advisory Committee had issued instructions to all the insurance companies to cover the pillion rider of a scooter/motorcycle under the “comprehensive policy” and the said position continues to be in vogue till date. It had also admitted that the “comprehensive policy” is presently called a “package policy”. It is the admitted position, as the decision would show, the earlier circulars dated 18th March, 1978 and 2nd June, 1986 continue to be valid and effective and all insurance companies are bound to pay the compensation in respect of the liability towards an occupant in a car under the “comprehensive/package policy” irrespective of the terms and conditions contained in the policy. The competent authority of the IRDA was also examined before the High Court who stated that the circulars dated 18th March, 1978 and 2nd June, 1986 of the Tariff Advisory Committee were incorporated in the Indian Motor Tariff effective from 1st July, 2002 and they continue to be operative and binding on the insurance companies. Because of the aforesaid factual position, the circulars dated 16th November 2009 and 3rd December, 2009, that have been reproduced hereinabove, were issued.

20. It is also worthy to note that the High Court, after referring to individual circulars issued by various insurance companies, eventually stated thus:-



WEB COPY



C.M.A.No.1095 of 2023

“In view of the aforesaid, it is clear that the comprehensive/package policy of a two wheeler covers a pillion rider and comprehensive/package policy of a private car covers the occupants and where the vehicle is covered under a comprehensive/package policy, there is no need for Motor Accident Claims Tribunal to go into the question whether the Insurance Company is liable to compensate for the death or injury of a pillion rider on a two-wheeler or the occupants in a private car. In fact, in view of the TAC’s directives and those of the IRDA, such a plea was not permissible and ought not to have been raised as, for instance, it was done in the present case.”

21. In view of the aforesaid factual position, there is no scintilla of doubt that a “comprehensive/package policy” would cover the liability of the insurer for payment of compensation for the occupant in a car. There is no cavil that an “Act Policy” stands on a different footing from a “Comprehensive/Package Policy”. As the circulars have made the position very clear and the IRDA, which is presently the statutory authority, has commanded the insurance companies stating that a “Comprehensive/Package Policy” covers the liability, there cannot be any dispute in that regard. We may hasten to clarify that the earlier pronouncements were rendered in respect of the “Act Policy” which admittedly cannot cover a third party risk of an occupant in a car. But, if the policy is a “Comprehensive/Package Policy”, the liability would be covered. These aspects were not noticed in the case of [Bhagyalakshmi](#) (supra) and, therefore, the matter was referred to a larger Bench. We are disposed to think that there is no necessity to refer the present matter to a larger Bench as the IRDA, which is presently the statutory authority, has clarified the position by issuing circulars which have been reproduced in the judgment by the Delhi High Court and we have also reproduced the same.



C.M.A.No.1095 of 2023

22. In view of the aforesaid legal position, the question that emerges for consideration is whether in the case at hand, the policy is an “Act Policy” or “Comprehensive/Package Policy”. There has been no discussion either by the tribunal or the High Court in this regard. True it is, before us, Annexure P-1 has been filed which is a policy issued by the insurer. It only mentions the policy to be a “comprehensive policy” but we are inclined to think that there has to be a scanning of the terms of the entire policy to arrive at the conclusion whether it is really a “package policy” to cover the liability of an occupant in a car.”

19.The learned counsel submitted that the above judgment makes it clear that only in a Comprehensive / Package policy, the occupants will also be covered because of the clarity given by IRDA and this concept cannot be applied when it comes to an Act only policy.

20.The learned counsel for the appellant also placed reliance upon the standard form that was issued along with the policy where there is only a mention to clause I-1(i) and I-1(ii). The learned counsel also relied upon clause IV under General Exemptions in order to substantiate his submission that the pillion rider in the two wheeler is not covered under the policy and therefore, the Insurance Company is not liable to pay the compensation to the claimants.



C.M.A.No.1095 of 2023

WEB COPY

21.Per contra, the learned counsel for the claimants submitted that the entire issue was gone into in detail by the Tribunal and the Tribunal came to a conclusion that the limits of liability mentioned in the policy specifically took into consideration under Section II-1(i) and II-1(iii) and therefore, held that the policy in question must be construed as a Comprehensive policy and consequently, the occupant of the two wheeler viz., the pillion rider was covered under the policy. Hence, the Tribunal ordered the Insurance Company to pay the compensation to the claimants. The learned counsel submitted that the findings of the Tribunal is supported by valid reasons and the same does not require the interference of this Court.

22.As mentioned in the prelude to this order, the short issue that arises for consideration is as to whether the Insurance Policy in this case should be construed as a Liability policy or a Package policy.

23.It will be relevant to take note of the findings of the Tribunal in this regard. The Tribunal took into consideration the terms of the policy



C.M.A.No.1095 of 2023

WEB COPY

marked as Ex.P6 / Ex.R1 and took specific note of the limits of liability that was mentioned in the policy. The Tribunal considered Section II-1(i) and II-1(ii) and understood it in line with the Regulations under the India Motor Tariff which was marked as Ex.P13 and came to a conclusion that Rs.985/- which was paid as a premium for third party liability included the pillion rider in the two wheeler.

24.The parties to a policy are governed by the terms and conditions of the policy which is in the realm of law of contract. In the case of an Act only policy, it falls under the limitations prescribed under Section 147 of the Motor Vehicles Act. This provision specifically provides for the limits of the liability that is covered under a policy. That is the reason why such policy named as the Liability policy is also recognized as an Act only policy.

25.In the case in hand, the heading of the policy (Ex.P6 / Ex.R1) describes the policy as a “Two Wheeler Vehicles Liability Policy”. However, the nature of the policy can never be decided based on the nomenclature that is given to the policy. The Court has to necessarily



C.M.A.No.1095 of 2023

WEB COPY

look into the body of the policy and also the terms and conditions. In the body of the policy, it is seen that a sum of Rs.985/- has been paid towards basic third party liability and a sum of Rs.750/- has been paid against Personal Accident (PA) cover for owner driver. For the case in hand, this Court is concerned about the scope of third party liability. The crux of the argument on the side of the appellant is that the third party liability covered under this policy will not include the occupant / pillion rider in the two wheeler.

26. There is a standard form given along with the policy. This standard form is nothing but a form that is given for a two wheeler governed by Liability only policy. It must therefore be seen as to whether this standard form given along with the policy actually governs the policy. To understand this issue, the most vital portion in the policy is the portion where the limits of liability is specifically dealt with. For proper appreciation, the relevant portion is extracted hereunder:

“Limits of Liability: (a) Under Section II-1(i) of the policy: Death of or bodily injury - Such amount as is necessary to meet the requirements of the Motor Vehicles Act, 1988. (b) Under Section II-1(ii) of the policy: Damage to Third Party Property ?100000/-.



WEB COPY



C.M.A.No.1095 of 2023

*PA Cover for Owner-Driver under Section III:
CSI ?1500000/-."*

27. When the matter came up for hearing before this Court on 02.07.2024, this Court passed the following order:

"Heard the learned counsel for the appellant. The Insurance Company has questioned their liability in this appeal. The ground that was taken by the learned counsel for the appellant is that the Tribunal went wrong in finding that the insurance policy which was marked as Ex.P.6 is a Comprehensive Package Policy and whereas it is only an Act Only/Liability Only policy. The learned counsel submitted that there was a mistake in mentioning Section II-1(i) and Section II-1(ii). The Tribunal had taken note of the limits of liability wherein there is a mention to the above Sections and has come to a conclusion that the policy in question is a Comprehensive Package Policy.

2. For better clarity, the learned counsel for the appellant is directed to file additional typed set of papers containing a sample of an Act Only Policy and a sample of a Comprehensive Package Policy.

3. Post this case under the caption 'part heard cases' on 8.07.2024."

28. It is pursuant to the above order, the learned counsel for the appellant filed additional typed set of papers containing the sample Act



C.M.A.No.1095 of 2023

WEB COPY

only policy and Package policy.

29.The limits of liability provided under the policy which has been extracted supra, makes specific mention of Section II-1(i) and II-1(ii). The learned counsel for the appellant submitted that it was a mistake in mentioning Section II-1(i) and II-1(ii) and it should have been actually mentioned as I-1(i).

30.The IRDA separately deals with the Liability only policy and Package policy. In a Liability only policy, the liability to third parties is dealt with under Section I-1(i). In a Package policy, it is dealt with in Section II-1(1) and II-1(ii). In the former, third party will not include the occupant / pillion rider in a vehicle. The third party in such policies will only mean a third party, who is injured or who gets killed in an accident due to the usage of the motor vehicle. Whereas, in the latter, the third party will also include the occupant / pillion rider in a motor vehicle.

31.The policy read as a whole gives an impression that the premium has been paid for a third party liability and to understand the scope of third party liability, one must necessarily look at the limits of



C.M.A.No.1095 of 2023

WEB COPY

the liability provided under the same policy. It is too late in the day for the Insurance Company to take a stand that there is a mistake in mentioning the Section and that instead of mentioning as Section-I, by mistake it has been mentioned as Section-II. As already stated supra, the parties are governed by a contract and they can never wriggle out of the terms of the contract. The contract includes within its fold the limits of the liability and it specifically mentions Section-II and not Section-I as is attempted to be projected by the Insurance Company. If there is a specific mention in the limits of the liability as Section II-1(i) & II-1(ii), the third party liability can be understood as including an occupant / pillion rider also. This Court is dealing with a welfare legislation and therefore, the Court will always lean in favour of providing the compensation to the aggrieved party unless there is a specific prohibition. This Court is not inclined to read Section-I into the limits of the liability as was suggested by the learned counsel for the appellant. If such a patent mistake has crept into the policy, the Insurance Company will have to necessarily face its consequences. They cannot be allowed to wriggle out of their liability by taking a stand that there is a mistake in mentioning the Section in the limits of the liability.



C.M.A.No.1095 of 2023

WEB COPY

32. In the light of the above discussion, this Court holds that the finding of the Tribunal to the effect that the policy as a whole should be construed only as a Package policy, does not require the interference of this Court. In fact, the Tribunal has taken pains in calling for the relevant documents from IRDA which was marked as Ex.P13 and Ex.P14. The Tribunal has also gone to the extent of hearing the counsel for IRDA and collecting the India Motor Tariff (IMT) which was marked as Ex.P13. This step was taken by the Tribunal since the claimants had also taken efforts to summon the officials from IRDA and it did not go through. Ultimately, the Tribunal went through the policy, the Regulations of IRDA and also considered the evidence of R.W.1 and came to a conclusion that the policy in question must be construed only as a Package policy. Consequently, the Tribunal held that the Insurance Company is jointly and severally liable to pay the compensation to the claimants. The well reasoned award of the Tribunal is not liable to be interfered by this Court and this Court confirms the award passed by the Tribunal.



C.M.A.No.1095 of 2023

WEB COPY

33.This Court has to necessarily add a caveat in this case. The order passed in this appeal should not be construed as an order authorizing to deal with the Act only policies as Package policy in all cases. If this is done, it will open flood gates and the Insurance Companies will be put to grave prejudice. Therefore, the conclusion arrived at in this appeal confines itself to the facts of the present case and an independent reading of the Insurance Policy that was placed before the Court. This judgment should also be a wake up call for the Insurance Companies to immediately make necessary amends while mentioning the limits of the liability by incorporating the relevant Section in a Liability policy and in a Package policy, as the case may be.

34.In the result, this Civil Miscellaneous Appeal is dismissed and the quantum of compensation fixed by the Tribunal at Rs.16,38,000/- stands affirmed. There shall be a direction to the Insurance Company to deposit the entire compensation amount along with interest at the rate of 7.5% per annum, less the amount already deposited within a period of



C.M.A.No.1095 of 2023

WEB COPY

four (4) weeks from the date of receipt of a copy of this judgment. The other directions issued by the Tribunal with regard to the mode of payment of compensation remains unaltered. Consequently, the connected Miscellaneous Petition is closed. No costs.

11.07.2024

krk

Index : Yes
Internet : Yes
Neutral Citation : Yes

To

1.The III Additional District & Sessions Judge,
Motor Accident Claims Tribunal,
III Additional District & Sessions Court,
Poonamallee, Tiruvallur.

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



WEB COPY



C.M.A.No.1095 of 2023

N.ANAND VENKATESH, J.

krk

C.M.A.No.1095 of 2023

11.07.2024