C.M.A.No.1089 of 2020

M.DHANDAPANI, J.

The matter is listed today under the caption "for being mentioned".

2. It is brought to the notice of this Court that the year of the case number has been wrongly mentioned as C.M.A.No.1089 of 2022 instead of C.M.A.No.1089 of 2020 in the order dated 20.11.2024.

3. Considering the same, the Registry is directed to carry out necessary correction in the order dated 20.11.2024 and issue fresh order copy to the parties.

10.07.2025

msv

M.DHANDAPANI, J.

msv

C.M.A.No.1089 of 2020

10.07.2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.11.2024

CORAM:

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

C.M.A.No.1089 of 2020

1.Sathiya
2.Anushka (Minor)
3.Durairaj ..Appellants

Vs

1.Syed Basha
2.The Manager,
M/s.Shriram General Insurance Co.Ltd.,
E-8, EPIP, Sitapuram,
Jaipur,
Rajasthan - 302 022.

Prayer: This Civil Miscellaneous Appeal is filed under Section 173 of Motor Vehicles Act, 1988, against the judgment and decree dated 24.06.2019 made in M.C.O.P.No.468 of 2013 on the file of the Motor Accident Claims Tribunal/Principal District Judge, Perambalur.

For Appellants : M/s.K.Priyavarshini
for Mr.S.Kamadevan

For Respondents: Mr.N.Somasundaram -R2
Notice returned for R1

JUDGMENT

Not being satisfied with the award dated 24.06.2019 made in M.C.O.P.No.468 of 2013 on the file of the Motor Accident Claims Tribunal/Principal District Judge, Perambalur, the legal heirs of the deceased Azhaguvel have preferred this Civil Miscellaneous Appeal for enhancement of compensation.

2. The case of the claimant is that on 30.01.2013 at about 10.30 p.m., on the Atthur Main road, the deceased was carefully riding a two wheeler and at that time, a lorry bearing Reg.No.Ka. 01 B 8204 belonging to the 1st respondent insured with the 2nd respondent was wrongly parked, without any indication and the said Azhaguvel hit the lorry. As a result of which, he sustained multiple injuries and was taken to Government Hospital at Perambalur and he died due to complication of the injuries. The police registered a case in Cr.No.25/2013 u/s 279 and 304A of IPC as against the driver of the 1st respondent's vehicle. Under these circumstances, the legal heirs of the deceased Azhaguvel filed a claim petition before the Tribunal, claiming compensation of sum of Rs.20,00,000/- for the death of Azhaguvel and the same was taken on file in MCOP.No.468 of 2013.

3. The Tribunal on consideration of the oral and documentary evidence and after hearing the arguments on either side, granted compensation of sum of Rs.19,60,000/-. The compensation granted under various heads are given hereunder:

1.	Loss of Dependency	Rs.18,90,000/-
2.	Loss of Estate	Rs.15,000/-
3.	Funeral Expenses	Rs.15,000/-
4.	Consortium (For wife only)	Rs.40,000/-
	Total	**Rs.19,60,000/-**

Aggrieved by the said award amount, the claimants have filed the present Civil Miscellaneous Appeal for enhancement of compensation.

4. Learned counsel for the appellants submitted that the tribunal erred in fixing the liability on the first respondent on the ground that there was no insurance policy coverage on the date of accident and therefore, the second respondent could not be mulcted with the liability. He further submitted that the Tribunal failed to see that it is the case of the second respondent that the vehicle involved in the accident was having Insurance coverage originally, however, renewal of the policy could not be made as the cheque issued to pay the premium got dishonoured, and that the Tribunal ought not to have relieved the

second respondent from the liability. The learned counsel further submitted that the tribunal failed to see that the deceased is only a 3rd party and should not have denied the compensation payable by the second respondent. Further, the learned counsel submitted that the Tribunal erred in fixing monthly income of the deceased at Rs.10,000/- and ought to have awarded just compensation payable on the other heads. Thus, he prayed for setting aside the finding of the liability fastened on the first respondent and seek for enhancement of compensation.

5. Per contra, the learned counsel for the second respondent submitted that the tribunal after analysing the evidence of the parties and the documents, has rightly held that the first respondent is liable to pay compensation to the appellants. With regard to the quantum of compensation, the tribunal has awarded just compensation and the same does not warrant interference by this Court.

6. Heard the learned counsel for the appellant and the learned counsel for the second respondent and perused the materials available on record carefully.

7. The facts of the case are not in dispute and the negligence for the accident was also elaborately discussed by the Tribunal. Therefore, this Court does not want to reiterate the same in this appeal.

8. Coming to the liability, it is the case of the appellants that since the first respondent's vehicle was insured with the second respondent, the second respondent is liable to pay the compensation. Further, it is the case of the second respondent that the insurance policy issued to the first respondent vehicle was cancelled and the same was intimated to the first respondent prior to the accident i.e on 26.11.2012 itself. Therefore, at the relevant point of time, the policy was not in existence. Therefore, the second respondent is not liable to pay any compensation to the claimants at this stage. In reply, the learned counsel for the appellants submitted that, if at all the policy was cancelled, the second respondent ought to have produced the dishonoured cheque, but the second respondent failed to do the same.

9. Learned counsel for the appellant also relied upon the judgment of the Division Bench of this Court in the case of ***New India Assurance Company Limited vs. V.Boomi*** *reported in* ***2009(2) TNMAC 86 (DB)****,* in which, the Division Bench held that the insurer is not liable to indemnify the owner of the

vehicle. In the said decision, the Division Bench also held that the cancellation, though intimated to the insured, but same was not intimated to the Regional Transport Authority as required by the G.R.24 of Motor Tariff Regulations-II. Even though, the insurer contend that it owes no duty to indemnify the insured, so far as the 3rd party is concerned, he is duty bound to receive just and reasonable compensation.

10. Perusal of the award reveals that the second respondent, to prove their case, examined two witnesses RW1 and RW2 and also marked a copy of cancelled insurance policy of the 1st respondent's vehicle as Ex.R1 and the notices sent by the 2nd respondent to the first respondent regarding cancellation of policy and to the RTO, Bangalore were marked as Ex.R2 & Ex.R3 respectively. Therefore, the cancellation of policy was also intimated to the RTO concerned on 26.11.2012 itself. In the instant case, the accident happened on 30.01.2013. The cancellation of intimation sent to the first respondent as well as to the RTO is on 26.11.2012, therefore, the accident had happened after two months of the cancellation of the policy. Therefore,it is the contention of the 2nd respondent insurance company that the 1st respondent had chances to know that the policy in question was already cancelled. It is also seen that the claimant/appellants marked the insurance policy as Ex.P10, and the same policy

with an endorsement that the same was cancelled was marked by the 2nd respondent as Ex.R2. Therefore, the contention of the appellants that the cancellation has not been intimated to the RTO does not arise in the instant case.

11. Admittedly, before the tribunal, the first respondent had not entered appearance and remind exparte. Therefore, the tribunal rightly held that the first respondent had a chance to know that the policy in question was already cancelled. It is also the duty of the first respondent to produce a valid insurance policy before the tribunal to substantiate his case. In the absence of the same, the tribunal fixed the liability on the 1st appellant to pay the compensation.

12. This Court, in a similar situation in C.M.A. No. 2439 of 2019 decided on 29.11.2023, in the case of ***Royal Sundaram Alliance vs. Parvin @ Ramija***, by relying on various decisions of the Hon'ble Supreme Court, set aside the directions issued by the Tribunal that had directed the Insurance Company to first pay the compensation and then recover the same from the owner of the vehicle. The Court held that the owner of the vehicle alone is liable to pay compensation in the absence of a valid driving licence at the time of the accident. The relevant paragraphs (19 to 35) are extracted below;

19. The law of contracts, which is the guiding factor in insurance claims, has been succinctly dealt with by the Apex Court in the case of Deddappa & Ors. – Vs – The Branch Manager, National Insurance Co. Ltd. (2008 (2) TN MAC 138 (SC)), wherein, in case of cheque dishonour in the case of policies which cover the vehicle, the liability being contractual in nature, the Apex Court has held as under:-

17. We may, however, notice that in terms of sub-section (5) of Section 147 and sub-section (1) of Section 149 of the Act, the Insurance Company became liable to satisfy awards of compensation in respect thereof, notwithstanding its entitlement to avoid or cancel the policy for the reason that the cheque issued for payment of premium thereon had not been honoured.

18. The said question, however, was left open in Inderjit Kaur (supra). * * * * * * *

21. Almost an identical question again came up for consideration before this Court in National Insurance Co. Ltd. v. Seema Malhotra and Ors. [(2001) 3 SCC 151], a Division Bench noticed both the aforementioned decisions and analysed the same in the light of Section 64-VB of the 1938 Act. It was held :

"17. In a contract of insurance when the insured gives a cheque towards payment of premium or part of the premium, such a contract consists of reciprocal promise. The drawer of the cheque promises the insurer that the cheque, on presentation, would yield the amount in cash. It cannot be forgotten that a cheque is a bill of exchange drawn on a specified banker. A bill of exchange is an instrument in writing containing an unconditional order directing a certain person to pay a certain sum of money to a certain person. It involves a promise that such money would be paid.

18. Thus, when the insured fails to pay the premium promised, or when the cheque issued by him towards the premium is returned dishonoured by the bank concerned the insurer need not perform his part of the promise. The corollary is that the insured cannot claim performance from the insurer in such a situation. 19. Under Section 25 o f the Contract Act an agreement made without consideration is void. Section 6 5 o f the Contract Act says that when a contract becomes void any person who has received any advantage under such contract is bound to restore it to the person from whom he received it. So, even if the insurer has disbursed the amount covered by the policy to the insured before the cheque was returned dishonoured, the insurer is entitled to get the money back.

20. However, if the insured makes up the premium even after the cheque was dishonoured but before the date of accident it would be a different case as payment of

consideration can be treated as paid in the order in which the nature of transaction required it. As such an event did not happen in this case, the Insurance Company is legally justified in refusing to pay the amount claimed by the respondents".

22. A contract is based on reciprocal promise. Reciprocal promises by the parties are condition precedents for a valid contract. A contract furthermore must be for consideration.

23. In today's world payment made by cheque is ordinarily accepted as valid tender. Section 64VB of the 1938 Act also provides for such a scheme.

* * * * * * *

25. Recently again in New India Assurance Co. Ltd. v. Harshadbhai Amrutbhai Modhiya and Anr. [(2006) 5 SCC 192], although in the context of the Workmen Compensation Act, 1923, Balasubramanyan, J opined :

"It is not brought to our notice that there is any other law enacted which stands in the way of an insurance company and the insured entering into a contract confining the obligation of the insurance company to indemnify to a particular head or to a particular amount when it relates to a claim for compensation to a third party arising under the

Workmen's Compensation Act. In this situation, the obligation of the insurance company clearly stands limited and the relevant proviso providing for exclusion of liability for interest or penalty has to be given effect to. Unlike the scheme of the Motor Vehicles Act the Workmen's Compensation Act does not confer a right on the claimant for compensation under that Act to claim the payment of compensation in its entirety from the insurer himself".

It was further observed:-

"The law relating to contracts of insurance is part of the general law of contract. So said Roskill, L.J. in Cehave v. Bremer. This view was approved by Lord Wilberforce in Reardon Smith v. Hansen- Tangen (All ER p. 576 h) wherein he said:

"It is desirable that the same legal principles should apply to the law of contract as a whole and that different legal principles should not apply to different branches of that law."

A contract of insurance is to be construed in the first place from the terms used in it, which terms are themselves to be understood in their primary, natural, ordinary and popular sense. (See Colinvaux's Law of Insurance , 7th Edn., para 2-01.) A policy of insurance has therefore to be construed like any other contract. On a construction of the contract in question it is clear that the insurer had not undertaken the liability for interest and penalty, but had undertaken to indemnify the employer only to reimburse the compensation the employer was liable to pay among other things under the Workmen's Compensation Act. Unless one is in a position to void the exclusion clause concerning liability for interest and penalty imposed on the insured on account of his failure to comply with the requirements of the Workmen's Compensation Act of 1923, the insurer cannot be made liable to the insured for those amounts.""

26. We are not oblivious of the distinction between the statutory liability of the Insurance Company vis-`-vis a third party in the context of Sections 147 and 149 of the Act and its liabilities in other cases. But the same liabilities arising under a contract of insurance would have to be met if the contract is valid. If the contract of insurance has been cancelled and all concerned have been intimated thereabout, we are of the opinion, the insurance company would not be liable to satisfy the claim."

20. From the above ratio laid down by the Apex Court, it crystallises that the contract of insurance is a reciprocal promise, which is to be performed by the insurer only on the insured performing his part of the promise. True it is that a cheque had been issued by the insured, which, in good faith, had been received by the insurer and a policy has been issued, wherein certain promises are given. But the said promises could be kept up only when the insured keeps up his part of the promise, thereby, the cheque gets

honoured. However, the dishonour of the cheque, would absolve the insurer of all the liabilities to which, otherwise, the insurer would be bound to perform.

21. As pointed out by the apex Court, once the cheque issued by the insured is dishonoured by the bank concerned, the insurer need not perform his part of the promise and the no claim can be maintained against the insurer in such a situation. The policy of insurance, being a contract, as provided for u/s 25 of the Contract Act, the agreement becomes void on the insured not paying the consideration. Therefore, the liabilities arising under a contract of insurance would have to be met if the contract is valid and if the contract of insurance has been cancelled and all concerned have been intimated, the insurance company would not be liable to satisfy the claim.

22. From the above, it is manifestly clear that the ratio laid down in Deddappa case has not been the point of consideration in Inderjit Kaur case, though in Inderjit Kaur, the Apex Court had held that it is the duty of the insurer to indemnify the third parties. However, the larger issue had not been considered in Inderjit Kaur case, which has subsequently been discussed in Deddappa case.

23. Following the steps in Deddappa case, the Apex Court in Laxmamma case had occasion to consider a similar issue and making a threadbare discussion by taking into account Deddappa, Inderjit Kaur case and New India

Assurance Co. Ltd. – Vs – Rula & Ors. (2000 (3) SCC 195), which has also been considered in Deddappa case, the Supreme Court postulated the legal position in the following manner :-

"18. We find it hard to accept the submission of the learned Counsel for the insurer that the three-Judge Bench decision in Inderjit Kaur MANU/SC/0842/1998 : (1998) 1 SCC 371 has been diluted by the subsequent decisions in Seema Malhotra MANU/SC/0112/2001 : (2001) 3 SCC 151 and Deddappa MANU/SC/4587/2007 : (2008) 2 SCC 595. Seema Malhotra MANU/SC/0112/2001 : (2001) 3 SCC 151 and Deddappa MANU/SC/4587/2007 : (2008) 2 SCC 595 turned on the facts obtaining therein. In the case of Seema Malhotra MANU/SC/0112/2001 : (2001) 3 SCC 151, the claim was by the legal heirs of the insured for the damage to the insured vehicle. In this peculiar fact situation, the Court held that when the cheque for premium returned dishonoured, the insurer was not obligated to perform its part of the promise. Insofar as Deddappa MANU/SC/4587/2007 : (2008) 2 SCC 595 is concerned, that was a case where the accident of the vehicle occurred after the insurance policy had already been cancelled by the insurance company.

19. In our view, the legal position is this: where the policy of insurance is issued by an authorized insurer on receipt of cheque towards payment of premium and such

cheque is returned dishonoured, the liability of authorized insurer to indemnify third parties in respect of the liability which that policy covered subsists and it has to satisfy award of compensation by reason of the provisions of Sections 147(5) and 149(1) of the M.V. Act unless the policy of insurance is cancelled by the authorized insurer and intimation of such cancellation has reached the insured before the accident. In other words, where the policy of insurance is issued by an authorized insurer to cover a vehicle on receipt of the cheque paid towards premium and the cheque gets dishonored and before the accident of the vehicle occurs, such insurance company cancels the policy of insurance and sends intimation thereof to the owner, the insurance company's liability to indemnify the third parties which that policy covered ceases and the insurance company is not liable to satisfy awards of compensation in respect thereof."

(Emphasis Supplied)

24. From the above ratio laid down, it clearly transpires that where the cheque gets dishonoured and before the accident of the vehicle occurs, the insurance company cancels the policy of insurance and sends intimation to the owner and the Regional Transport Officer, the insurance company's liability to indemnify the third parties which that policy covered ceases and the insurance company is not liable to satisfy awards of compensation in respect thereof.

Therefore, once the cancellation of the policy is made and intimation is sent to the insured, the liability of the insurance company ceases.

25. In the case on hand, the cheque, as aforesaid, was dishonoured on 14.6.2010 and the same was intimated to the insured vide, Ex.R-4 and acknowledgement received through Ex.R-6. The accident had taken place only on 21.3.2011, much after nine months from the date of cancellation of the policy and, therefore, the insurance company cannot be fastened with liability to pay the compensation and, thereafter, recover the same from the insured/owner of the vehicle.

26. Though very many decisions of the Apex Court as also the Division Bench of this Court and other High Courts have been relied upon by the appellants, however, this Court is not multiplying the authorities, as they propound the very same ratio, which has been laid down above in Deddappa and Laxmamma case. Therefore, this Court is refraining itself from making any reference to the said decisions.

27. However, inspite of the above dicta, it is the stand of the claimants that the intimation had not reached the hands of the insured, as is evident from Ex.R-4, which shows that the RPAD was returned with an endorsement "Left", as is evident from the acknowledgement, Ex.R-6, and, therefore, in the absence of any Rules, which says mere intimation is sufficient, the service of intimation could not

be held to be complete service in the eye of law and, therefore, the liability of the insurance company would not stand absolved.

28. True it is that no Rules or Regulations with regard to the appellant has been placed before this Court to show as to what would be effective service with regard to intimation of cancellation of a policy. It is to be pointed out that in the absence of any specific rule, which mandates what effective service would be, necessarily, this Court has to turn its attention to the General Clauses Act, which prescribes the interpretation to be given with regard to service. Section 27 of the General Clauses Act relates to meaning of service by post and for better understanding and appreciation, the said provision is quoted hereunder :-

"27. Meaning of service by post.- Where any Central Act or Regulation made after the commencement of this Act authorizes or requires any document to be served by post, whether the expression "serve" or either of the expressions "give" or "send" or any other expression is used, then, unless a different intention appears, the service shall be deemed to be effected by properly addressing, pre-paying and posting by registered post, a letter containing the document, and, unless the contrary is proved, to have been effected at the time at which the letter would be delivered in the ordinary course of post."

29. From the above it is evident that in the absence of any

Act or Regulation made, service of any document would be deemed to have been effected properly on it being addressed and sent by registered post and proof thereof is filed and unless the contrary is proved, service would be deemed to have been effected.

30. In the case on hand, at the risk of repetition, the dishonour of the cheque was communicated on 14.6.2010 and on even date, the policy was cancelled and vide Ex.R-4, it was intimated to the insured/3 rd respondent herein and acknowledgement thereof, under Ex.R-6 has been filed. This clearly shows that service, as is provided for under the term meaning of service by post has been effected and an effective service has been completed. The above view of this Court gains thrust and impetus from the observations of the Supreme Court in Laxmamma case, wherein the Supreme Court has observed that "...... on receipt of the cheque paid towards premium and the cheque gets dishonoured and before the accident of the vehicle occurs, such insurance company cancels the policy of insurance and sends intimation thereof to the owner, the insurance company's liability to indemnify the third parties which that policy covered ceases and the insurance company is not liable to satisfy awards of compensation in respect thereof." The aforesaid said view is the reiteration of the view of the Apex Court in Deddappa case, where the Supreme Court observed that ".... But the same liabilities arising under a contract of insurance would have to be met if the contract is

valid. If the contract of insurance has been cancelled and all concerned have been intimated thereabout, we are of the opinion, the Insurance Company would not be liable to satisfy the claim".

31. Therefore, the submission of the learned counsel for the claimants that communication with regard to cancellation of policy has not been completed on the 3 rd respondent, as service of the communication has not been made on the 3 rd respondent in the manner known to law, is wholly flawed and not made out, for the reasons aforesaid and, therefore, this Court holds that service is completed and the 3 rd respondent/insured was intimated about the cancellation of the policy and, therefore, the appellant is not liable to satisfy the claim of the claimants.

32. However, without adverting to the ratio laid down in the aforesaid decisions in proper perspective, the Tribunal had erred in ordering payment of compensation by the appellant and subsequent recovery of the same from the 3 rd respondent, by adverting to a decision, which is not applicable to the facts of the present case. Therefore, the order passed by the Tribunal with regard to payment and recovery of the amount by the appellant from the 3rd respondent/insured is liable to be set aside.

33. The words of the Supreme Court in Deddappa case sounds a warning note in the ears of this Court to come to the above conclusion, which is quoted hereunder :-

"27. A beneficial legislation as is well known should not be construed in such a manner so as to bring within its ambit a benefit which was not contemplated by the legislature to be given to the party. In Regional Director, Employees' State Insurance Corporation, Trichur v. Ramanuja Match Industries [AIR 1985 SC 278], this Court held:

"We do not doubt that beneficial legislations should have liberal construction with a view to implementing the legislative intent but where such beneficial legislation has a scheme of its own there is no warrant for the Court to travel beyond the scheme and extend the scope of the statute on the pretext of extending the statutory benefit to those who are not covered by the scheme.""

34. In view of the above, when the beneficial legislation has a scheme of its own, this Court cannot travel beyond the scheme and extent the scope of the statute on the pretext of conferring the statutory benefit on third parties, when they cannot be covered by the scheme. Though this Court is very inclined in favour of granting compensation to the claimants, however, in view of the scheme which is a closed one, this Court cannot travel beyond its scope to grant the relief and necessarily has to leave the claimants to work out their relief to get the compensation from the 3 rd respondent/insured in accordance with law. Therefore, to the said extent where the Tribunal has ordered the appellant to

pay the compensation and recover the same from the 3 rd respondent/insured, the said portion of the order is set aside.

35. Accordingly, this appeal insofar as directing the appellant to pay the compensation to the claimants and recover the same from the 3 rd respondent/insured is set aside. However, the compensation awarded by the Tribunal to the claimants is confirmed and the claimants are at liberty to take appropriate proceedings for recovering the compensation from the 3 rd respondent/insured. For the reasons aforesaid, this civil miscellaneous appeal is allowed in part with the aforesaid observations and directions. The insurance company is at liberty to withdraw the amount, if any, deposited. Consequently, connected miscellaneous petitions are closed. There shall be no order as to costs in this appeal.

14. Following the aforesaid decision of this Court in C.MA.No.2439 of 2019, this Court, with no hesitation, confirms the order of the tribunal in fixing liability on the 1st respondent, and the same is confirmed.

15. In so far as quantum of compensation is concerned, though the appellants contend that the monthly income for the deceased fixed by the tribunal is on the lower side, the appellants have not produced any concurrent evidence to

show that the deceased was earning a sum of Rs.15,000/- at the time of accident, therefore, the loss of dependency calculated by the tribunal at Rs.18,90,000/- by taking monthly income at Rs.10,000/- does not require any interference.

16. However, it is seen that the tribunal has not awarded any amount towards loss of love and affection. Considering the fact that the second appellant who is the minor at the time of accident, and who lost her father at the age of 2.5 years, this Court is inclined to award a sum of ***Rs.40,000/- towards loss of love and affection*** to the second appellant.

17. Likewise, the third appellant who is the father of the deceased, aged about 60 years at the time of accident, lost her son at the age of 29 years. hence, a sum of ***Rs.40,000/- is awarded towards loss of Filial Consortium***.

18. Accordingly, the compensation awarded by the Tribunal at Rs.19,60,000/- is enhanced to Rs. 20,40,000/- under the heads as follows;

Sl. No	Head	Compensation awarded by the tribunal (Rs.)	Compensation modified by this Court (Rs.)
1.	Loss of Dependency	Rs.18,90,000/-	18,90,000
2.	Loss of Estate	Rs.15,000/-	15,000
3.	Funeral Expenses	Rs.15,000/-	15,000
4.	Consortium (For wife	Rs.40,000/-	40,000

Sl. No	Head	Compensation awarded by the tribunal (Rs.)	Compensation modified by this Court (Rs.)
	only)		
5.	Filial Consortium (3rd Appellant-Father of the deceased)	....	40,000
6.	Loss of Love and Affection to the 2nd appellant (minor daughter of the deceased)	...	40,000
	Total	**Rs.19,60,000/-**	**Rs.20,40,000**

19. The loss of parental care, guidance, and emotional support at such a formative stage of life has a profound and lasting impact. Hence, taking into account the dependency and the emotional trauma of the 2nd appellant/minor girl, which she is likely to endure throughout her childhood and beyond, this Court finds it just and appropriate to increase her share to ensure adequate financial support for her upbringing and future needs. Accordingly, the apportionment of compensation fixed by the tribunal to the second appellant is enhanced from Rs.6,40,000/- to Rs.10,00,000/- considering that she is a minor girl who lost her father in the accident at a very tender age of 2.5 years.

20. Accordingly, out of the total compensation of Rs.20,40,000/- now

modified by this Court, the 1st appellant is entitled to a sum of Rs.6,00,000/-, the 2nd appellant is entitled to a sum of Rs.10,00,000/- and the 3rd appellant is entitled to a sum of Rs.4,40,000/-.

21. The first respondent is directed to deposit the entire compensation modified by this Court, less the amount already deposited, if any, together with interest at 7.5% p.a. from the date of claim petition till the date of deposit, within a period of four weeks from the date of receipt of this judgment.

22. In respect of the minor share, the Tribunal shall deposit the said amount in a Fixed Deposit in any of the nationalized bank for a period of one year and renewable thereafter. Upon attaining majority, the second appellant is directed to withdraw the award amount. Till the second appellant attains majority, the first appellant is permitted to withdraw the interest amount periodically. Insofar as the enhanced compensation is concerned, the deficit court fee, if not paid, shall be paid by the appellants.

23. In the result, the Civil Miscellaneous Appeal is party allowed. No costs

20.11.2024

Index : Yes / No
Internet : Yes/ No

msv

To

Motor Accident Claims Tribunal/Principal District Judge, Perambalur.

M.DHANDAPANI,J.

msv

C.M.A. No.1089 of 2020

20.11.2024