IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.12.2024

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THE HONOURABLE MR.JUSTICE M.DHANDAPANI

**C.M.A.Nos.3380 of 2017, 1178 of 2014, 1649 of 2022,
2803 of 2022, 1938 of 2022, 1814 of 2014, 2801 of 2022**

Royal Sundaram Alliance Insurance Co. Ltd.,
Sundaram Towers, No.46, Whites Road,
Royapettah,
Chennai – 600 014. ... Appellant in C.M.A.3380/2017

Vs.

1.S.Vijayakumar
2.V.Chitra
3.C.Nagaraj
4.M.Rajamanickam

5.National Insurance Company Ltd.,
Cuddalore Main Road, Attur Road,
Attur Taluk, Salem – 636 102.

6.H.Dillis
(3rd and 4th respondents remained exparte
and notice dispensed with for them)
... Respondents in C.M.A.3380/2017

Prayer in C.M.A.No.3380 of 2017:

Civil Miscellaneous Appeals filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the judgment and decree in M.C.O.P.No.184 of 2011 dated 15.03.2017 on the file of the Motor

Accidents Claims Tribunal (V Additional District and Sessions Judge) at Coimbatore.

For Appellants : Mr.M.Krishnamoorthy
in C.M.A.Nos.3380/2017, 1178/2014
1814/2014

Mr.M.Guruprasad
in C.M.A.No.1649/2022

Mr.P.Saravana Sowmiyan
in C.M.A.Nos.2803/2022, 2801/2022

Mr.D.Bhaskaran
in C.M.A.No.1938/2022

For Respondents : Mr.M.Guruprasad for R1 and R2
Mr.D.Bhaskaran for R5
in C.M.A.No.3380/2017

Mr.C.Veeraraghavan for R2
Mr.D.Bhaskaran for R5
Mr.P.Saravana Sowmiyan for R6
in C.M.A.No.1178/2014

Mr.M.Krishnamoorthy for R5
in C.M.A.No.1649/2022

Mr.D.Bhaskaran for R5
Mr.M.Krishnamoorthy for R6
in C.M.A.Nos.2803/2022, 2801/2022

Mr.M.Guruprasad for R1 and R2
Mr.M.Krishnamoorthy for R6
in C.M.A.No.1938/2022

Mr.K.P.Chandrasekaran for R1 and R2
Mr.D.Bhaskaran for R5
Mr.P.Saravana Sowmiyan for R6
in C.M.A.No.1814/2014

COMMON JUDGMENT

C.M.A.Nos.3380 of 2017, 1649 of 2022, 1938 of 2022 have been filed against the judgment and decree in M.C.O.P.No.184 of 2011 dated 15.03.2017 on the file of the Motor Accidents Claims Tribunal (V Additional District and Sessions Judge) at Coimbatore.

2.C.M.A.Nos.1178 of 2014, 2803 of 2022 have been filed against the judgment and decree in M.C.O.P.No.133 of 2009 dated 30.07.2013 on the file of the Motor Accidents Claims Tribunal (III Additional District cum Sessions Judge), Coimbatore.

3.C.M.A.Nos.1814 of 2014, 2801 of 2022 have been filed against the judgment and decree in M.C.O.P.No.471 of 2009 dated 30.07.2013 on the file of the Motor Accidents Claims Tribunal (III Additional District cum Sessions Judge), Coimbatore.

4.Since the issue involved in these civil miscellaneous appeals are interrelated, they are heard together and disposed of by way of a common judgment. For brevity and clarity, the parties are referred to by their names.

5.The brief facts of the case is that on 05.04.2008 at about 10.30p.m., one Shrestra Yasaswi Gomos was driving Maruthi Swift Car bearing Registration No.TN 38 AJ 2112 with his colleagues Aravindhan, Asokan, Sudhakar and Sakthi Kathik in South to North direction on the L & T Bye Pass Road on the Irugur Railway Overbridge. At that time the driver of the lorry bearing Registration No.KA 01C 7729, drove the lorry in a rash and negligent manner in the same direction and suddenly stopped the lorry, due to which, the car was forced to enter underneath the said lorry and sustained severe damages. Due to the accident, Shrestra Yasaswi Gomos; Asokan; Sudhakar; Aravindhan died and Sakthi Kathik sustained injuries.

6.The parents of the deceased Aravindhan (Respondents 1 and 2 in C.M.A.Nos.3380 of 2017, 1938 of 2022/ appellants in C.M.A.No.1649 of 2022) filed M.C.O.P.No.184 of 2011 before the Motor Accidents Claims Tribunal, claiming compensation of Rs.30 Lakhs. The parents of the deceased Sudhakar (Respondents 1 and 2 in C.M.A.Nos.1178 of 2014, 2803 of 2022) filed M.C.O.P.No.133 of 2009 before the Motor Accidents Claims Tribunal, claiming compensation of Rs.5 Lakhs. The parents of the deceased Asokan

(Respondents 1 and 2 in C.M.A.Nos.1814 of 2014, 2801 of 2022) filed M.C.O.P.No.471 of 2009 before the Motor Accidents Claims Tribunal, claiming compensation of Rs.20 Lakhs.

7.Rajamanickam is the owner of the lorry bearing Registration No.KA 01C 7729 insured with the National Insurance Company Limited. Nagaraj is the driver of the said lorry. Dillis is the owner of the Maruthi Swift Car bearing Registration No.TN 38 AJ 2112 insured with the Royal Sundaram Alliance Insurance Company.

8.Royal Sundaram Alliance Insurance Company is the appellant in C.M.A.Nos.3380 of 2017, 1178 of 2014, 1814 of 2014; claimants in M.C.O.P.No.184 of 2011 are the appellants in C.M.A.No.1649 of 2022; Dillis is the appellant in C.M.A.Nos.2803 of 2022, 2801 of 2022; National Insurance Company is the appellant in C.M.A.No.1938 of 2022. The respective Insurance Company have filed the appeals aggrieved by the liability fixed on them and the claimants have filed the appeal for enhancement of compensation.

9.After adjudication, the Motor Accidents Claims Tribunal, awarded the following compensation to the claimants/ petitioners therein:

(i)In M.C.O.P.No.184 of 2011, the tribunal awarded a sum of Rs.7,23,000/- as compensation to the claimants along with interest at the rate of 9% p.a. from the date of petition till the date of deposit and proportionate costs and directed the National Insurance Company Limited to deposit 50% of the compensation amount and the Royal Sundaram Alliance Insurance Company Limited to deposit 50% of the compensation amount. The Tribunal further observed that the Royal Sundaram Alliance Insurance Company is entitled to recover the amount deposited by them from Dillis.

(ii)In M.C.O.P.No.133 of 2009, the tribunal awarded a sum of Rs.4,60,000/- as compensation to the claimants along with interest at the rate of 7.5% p.a. from the date of petition i.e., 01.07.2008 till the date of deposit and costs and directed the Royal Sundaram Alliance Insurance Company and H.Dillis to jointly or severally deposit the compensation amount and dismissed the claim petition as against the respondents 1 to 3 therein, namely, Nagaraj, Rajamanickam and National Insurance Company Limited.

(iii)In M.C.O.P.No.471 of 2009, the tribunal awarded a sum of Rs.9,30,000/- as compensation to the claimants along with interest at the rate of 7.5% p.a. from the date of petition i.e., 09.04.2009 till the date of deposit and costs and directed the Royal Sundaram Alliance Insurance Company and H.Dillis to jointly or severally deposit the compensation amount and dismissed the claim petition as against the respondents 1 to 3 therein, namely, Nagaraj, Rajamanickam and National Insurance Company Limited.

10.The learned counsel appearing for the Royal Sundaram Alliance Insurance Company/ appellant in C.M.A.Nos.3380 of 2017, 1178 of 2014, 1814 of 2014 submitted that in M.C.O.P.No.184 of 2011, the Tribunal fastened the 50% liability on the Royal Sundaram Alliance Insurance Company and in M.C.O.P.Nos.133 of 2009 and 471 of 2009, the Tribunal fastened the entire liability on the Royal Sundaram Alliance Insurance Company on the ground that the driver of the Maruthi Swift Car consumed alcohol and dashed against the rear side of the lorry, which is not sustainable one. The learned counsel further submitted that the accident happened since the driver of the lorry drove the vehicle in a rash and negligent manner and suddenly stopped the lorry without any signal.

11.The learned counsel appearing for the Royal Sundaram Alliance Insurance Company further submitted that though the Doctor's opinion reveal that prior to the accident, the deceased consumed alcohol, the post mortem certificate marked as Ex.P5 in M.C.O.P.No.184 of 2011 and Ex.P5, Ex.P14 in M.C.O.P.Nos.133 of 2009 and 471 of 2009 does not reveal the intake of alcohol by the deceased. Hence, the Tribunal fastening the liability on the Royal Sundaram Alliance Insurance Company is not sustainable one. The learned counsel further submitted that the Tribunal has awarded 9% interest instead of 7.5% in M.C.O.P.No.184 of 2011, which is onerous.

12.The learned counsel appearing for Dillis/ appellant in C.M.A.Nos.2803 of 2022, 2801 of 2022 submitted that the law enforcing agency registered case and filed charge sheet as against the driver of the lorry and Nishanth – P.W.3 in M.C.O.P.No.184 of 2011 and P.W.4 in M.C.O.P.Nos.133 of 2009 and 471 of 2009 is the eye witness and he deposed the manner in which the accident happened.

The learned counsel further submitted that though the Doctor's opinion reveal that prior to the accident, the deceased consumed alcohol it is not conclusive proof and the post mortem certificate did not reveal the intake of alcohol by the deceased, however, the Tribunal fastened the liability on Dillis/ owner of the Maruthi Swift Car, which is not sustainable one. The learned counsel further submitted that as per the decision of the Hon'ble Apex Court reported in ***(2004) 3 SCC 297 [National Insurance Company Vs. Swaran Singh and others]***, a person who possess LLR licence is deemed to possess valid licence. The learned counsel further submitted that the Tribunal ought to have fixed the entire liability on the National Insurance Company Limited/ insurer of the lorry.

13.The learned counsel appearing for the National Insurance Company/ appellant in C.M.A.No.1938 of 2022 submitted that though the law enforcing agency registered case and filed charge sheet as against the driver of the lorry, after trial, the trial Court acquitted the driver of the lorry. The learned counsel further submitted that the driver of the Maruthi Swift Car drove the vehicle in a rash and negligent manner and dashed against the stationed lorry. The learned counsel further submitted that only the dependents of the deceased who travelled in the car filed claim petitions and no other persons filed claim petition before the tribunal and this itself would prove that the accident occurred due to the rash and negligent driving of the driver of the Maruthi Swift Car, however, the Tribunal directed the National Insurance Company Limited to deposit 50% of the compensation amount in M.C.O.P.No.184 of 2011, which is not sustainable one and further submitted that the Tribunal has awarded 9% interest instead of 7.5% in M.C.O.P.No.184 of 2011, which is onerous.

14.The learned counsel appearing for the National Insurance Company further submitted that the driver of the Maruthi Swift Car possessed only LLR licence and as per Rule 3 of the Motor Vehicles Act, if a person possessing LLR licence is driving the car, a person who possess valid driving licence should accompany the person possessing LLR licence while driving the car, however, in the present case, no person possessing valid driving licence accompanied the driver of the Maruthi Swift Car. The learned counsel further submitted that the final report of the Coimbatore Medical College and Hospital marked as Ex.R1, Ex.R2 and Ex.R3 in M.C.O.P.Nos.133 of 2009 and 471 of 2009 clearly reveal that the deceased had consumed alcohol prior to the accident and further submitted that post mortem was done after seven hours of the accident. Though post mortem certificate does not reveal the consumption of alcohol, the initial medical report reveal the consumption of alcohol by the deceased including the driver of the Maruthi Swift Car and hence, the Tribunal ought not to have fixed 50% liability on the National Insurance Company Limited in M.C.O.P.No.184 of 2011.

15.The learned counsel appearing for the claimants in M.C.O.P. No.184 of 2011/ appellants in C.M.A.No.1649 of 2022 submitted that the deceased Aravindhan was employed as Business Development Executive in ICICI Bank and inorder to prove the same, the claimants examined P.W.2/ Deputy Manager and he deposed that the deceased was earning a sum of Rs.10,000/- to Rs.15,000/- per month, however, the Tribunal, without considering the same, fixed a sum of Rs.6,000/- as the monthly income of the deceased and awarded a meagre compensation. The learned counsel further submitted that the Tribunal has not awarded any amount for future prospects and for loss of estate and hence the claimants in M.C.O.P. No.184 of 2011 are entitled for enhanced compensation.

16.Heard the learned counsel appearing on either side and perused the materials available on record.

17.Admittedly, on 05.04.2008 at about 10.30p.m., one Shrestra Yasaswi Gomos was driving Maruthi Swift Car bearing Registration No.TN 38 AJ 2112 with his colleagues Aravindhan, Asokan, Sudhakar and Sakthi Kathik in South to North direction on the L & T Bye Pass Road on the Irugur Railway Overbridge. At that time the driver of the lorry bearing Registration No.KA 01C 7729, drove the lorry in a rash and negligent manner in the same direction and suddenly stopped the lorry, due to which, the car dashed on the rear side of the lorry and the accident occurred and Shrestra Yasaswi Gomos; Asokan; Sudhakar; Aravindhan died and Sakthi Kathik sustained injuries.

18.The law enforcing agency registered criminal case as against the driver of the lorry insured with the National Insurance Company Limited and filed charge sheet and after trial, the trial Court acquitted the driver of the lorry, however, it is not conclusive proof to hold that the driver of the lorry is not at fault. Nishanth – P.W.3 in M.C.O.P. No.184 of 2011 and P.W.4 in M.C.O.P.Nos.133 of 2009 and 471 of

2009 is the eye witness examined by the claimants and he deposed the manner in which the accident happened and to disprove the same, no independent eye witness was examined by the National Insurance Company Limited and the driver of the lorry was set exparte by the Tribunal. In the absence of any contra evidence, the Tribunal fastening the entire liability as against the Royal Sundaram Alliance Insurance Company in M.C.O.P.Nos.133 of 2009 and 471 of 2009 is not sustainable one. Hence, this Court fix 50% liability on the National Insurance Company Limited and 50% liability on the Royal Sundaram Alliance Insurance Company Limited.

19.Accordingly, the tribunal directing the Royal Sundaram Alliance Insurance Company and H.Dillis to jointly or severally deposit the compensation amount and dismissing the claim petitions as against the National Insurance Company Limited in M.C.O.P.Nos.133 of 2009 and 471 of 2009 are set aside. The National Insurance Company Limited is directed to deposit 50% of the compensation amount and the Royal Sundaram Alliance Insurance Company Limited is directed to deposit 50% of the compensation amount in M.C.O.P.Nos.133 of 2009 and 471 of 2009.

20.Insofar as the pay and recovery ordered in M.C.O.P.No.184 of 2011 is concerned, the Tribunal has ordered pay and recovery on two grounds; one is that the driver of the Maruthi Swift Car drove the car under the influence of alcohol, which fact is not proved; another is that the driver of the Maruthi Swift Car possessed only LLR licence and did not possess valid driving licence.

21.Similar issue has already been considered by the Hon'ble Apex Court in the decision reported in ***(2004) 3 SCC 297 [National Insurance Company Vs. Swaran Singh and others]***, the relevant portion of which reads as follows:

> "***Where the driver's licence is found to be fake***
>
> ***92.*** *It may be true as has been contended on behalf of the petitioner that a fake or forged licence is as good as no licence but the question herein, as noticed hereinbefore, is whether the insurer must prove that the owner was guilty of the wilful breach of the conditions of the insurance policy or the contract of insurance. In Lehru case [(2003) 3 SCC 338 : 2003 SCC (Cri) 614] the*

matter has been considered in some detail. We are in general agreement with the approach of the Bench but we intend to point out that the observations made therein must be understood to have been made in the light of the requirements of the law in terms whereof the insurer is to establish wilful breach on the part of the insured and not for the purpose of its disentitlement from raising any defence or for the owners to be absolved from any liability whatsoever. We would be dealing in some detail with this aspect of the matter a little later.

Learner's licence

93. *The Motor Vehicles Act, 1988 provides for grant of learner's licence. [See Section 4(3), Section 7(2), Section 10(3) and Section 14.] A learner's licence is, thus, also a licence within the meaning of the provisions of the said Act. It cannot, therefore, be said that when a vehicle is being driven by a learner subject to the conditions mentioned in the licence, he would not be a person who is not "duly licensed" resulting in conferring a right on the insurer to avoid the claim of the third party. It cannot be said that a person holding* *a learner's licence is not entitled to drive the vehicle. Even if there exists a condition in the contract of insurance that the vehicle cannot be driven by a person holding a learner's licence, the same would run counter to the provisions of Section 149(2) of the said Act.*

***94.** The provisions contained in the said Act provide also for grant of driving licence which is otherwise a learner's licence. Sections 3(2) and 6 of the Act provide for restriction in the matter of grant of driving licence, Section 7 deals with such restrictions on granting of learner's licence. Sections 8 and 9 provide for the manner and conditions for grant of driving licence. Section 15 provides for renewal of driving licence. Learner's licences are granted under the Rules framed by the Central Government or the State Governments in exercise of their rule-making power. Conditions are attached to the learner's licences granted in terms of the statute. A person holding learner's licence would, thus, also come within the purview of "duly licensed" as such a licence is also granted in terms of the provisions of the Act and the Rules framed thereunder. It is now a well-settled principle of* *law that rules validly framed become part of the statute. Such rules are, therefore, required to be read as a part of the main enactment. It is also a well-settled principle of law that for the interpretation of statute an attempt must be made to give effect to all provisions under the rule. No provision should be considered as surplusage.*

22.The decision cited supra makes it clear that learner's licences are granted under the Rules framed by the Central Government or the State Governments in exercise of their rule-making power. Conditions are attached to the learner's licences granted in terms of the statute. A person holding learner's licence would, thus, also come within the purview of “duly licensed” as such a licence is also granted in terms of the provisions of the Act and the Rules framed thereunder.

23.Hence, the pay and recovery ordered by the Tribunal in M.C.O.P.No.184 of 2011 is set aside and the National Insurance Company Limited is directed to deposit 50% of the compensation amount and the Royal Sundaram Alliance Insurance Company Limited is directed to deposit 50% of the compensation amount.

24.Coming to the question of quantum of compensation, only the claimants in M.C.O.P.No.184 of 2011 have filed C.M.A.No.1649 of 2022 seeking enhancement in compensation and the appellants in other appeals have not disputed the quantum of compensation awarded. Hence, there is no need for any discussion in respect of the quantum of compensation awarded in respect of M.C.O.P.Nos.133 of 2009 and 471 of 2009.

25.In M.C.O.P.No.184 of 2011, the tribunal after elaborately discussing the factual aspects awarded a sum of Rs.6,48,000/- for loss of income, Rs.50,000/- for loss of love and affection, Rs.25,000/- for funeral expenses and arrived at a total compensation of Rs.7,23,000/- as compensation with interest at the rate of 9% p.a. from the date of petition till the date of deposit.

26.The accident is of the year 2008. Hence, this Court fix a sum of Rs.7,000/- as the monthly notional income of the deceased. The Tribunal has not awarded any amount for future prospects and this Court is of the opinion that some amount has to be awarded for future prospects. Accordingly, this Court awards 40% of income towards future prospects. The Tribunal has rightly deducted 1/2 of the amount towards personal expenses and has rightly adopted the multiplier 18. Hence, the amount awarded for loss of income works out to Rs.10,58,400/- [Rs.7,000/- X 40% = Rs.2,800/-; Rs.7,000/- + Rs.2,800/- = Rs.9,800/-; Rs.9,800 X 1/2 = Rs.4,900/-; Rs.4,900/- X 12 X 18 = Rs.10,58,400/-].

27.The amount awarded under the head loss of love and affection, in the opinion of this Court is low and this Court is inclined to enhance the amount awarded under the said head. Accordingly, the amount awarded for loss of love and affection is enhanced to Rs.60,000/- from Rs.50,000/-. The amount awarded under the head funeral expenses, in the opinion of this Court is high and this Court is inclined to reduce the amount awarded under the said head. Accordingly, the amount awarded for funeral expenses is reduced to Rs.15,000/- from Rs.25,000/-. This Court is of the opinion that some amount has to be awarded for loss of estate. Accordingly, this Court awards a sum of Rs.15,000/- for loss of estate. The interest of 9% awarded by the Tribunal, in the opinion of this Court is high and hence, this Court is inclined to reduce the interest and accordingly the same is reduced to 7.5% p.a. from 9% p.a.

28.Accordingly, the compensation amount awarded to the claimants in M.C.O.P.No.184 of 2011 is re-assessed as follows:

S.No.	***Description***	***Amount Awarded by the Tribunal***	***Amount Awarded by this Court***
1.	Loss of Income	Rs.6,48,000/-	Rs.10,58,400/-
2.	Loss of Love and Affection	Rs. 50,000/-	Rs. 60,000/-
3.	Funeral Expenses	Rs. 25,000/-	Rs. 15,000/-
4.	Loss of estate	---	Rs. 15,000/-
	Total	Rs.7,23,000/-	Rs.11,48,400/-

29.The appellants in C.M.A.No.1649 of 2022/ claimants in M.C.O.P.No.184 of 2011 are entitled to total compensation of Rs.11,48,400/-. The National Insurance Company Limited shall deposit 50% of the modified/ enhanced amount along with interest at the rate of 7.5% p.a. from the date of petition till the date of deposit, less the amount already deposited if any, within a period of six weeks from the date of receipt of a copy of this judgment. The Royal Sundaram Alliance Insurance Company Limited shall deposit 50% of the modified/ enhanced amount along with interest at the rate of 7.5% p.a. from the date of petition till the date of deposit, less the amount already deposited if any, within a period of six weeks from the date of receipt of a copy of this judgment. The respective Insurance Company are permitted to withdraw the excess amount if any, already deposited by them.

30.On such deposit being made, the appellants/ claimants are permitted to withdraw their respective shares as apportioned by the Tribunal, along with accrued interest and proportionate costs, after deducting the amount already withdrawn, if any, on making proper and necessary application before the Tribunal. The appellants/ claimants shall not be entitled to any interest for the period of delay, if any, in filing/ representing the appeal. The appellants/ claimants are directed to pay the requisite Court fee for the enhanced compensation amount, if required.

31.The quantum of compensation awarded by the Tribunal in M.C.O.P.Nos.133 of 2009 and 471 of 2009 shall stand unaltered, however, the National Insurance Company Limited shall deposit 50% of the compensation amount along with interest at the rate of 7.5%p.a. from the date of petition till the date of deposit, less the amount already deposited if any, within a period of six weeks from the date of receipt of a copy of this judgment and the Royal Sundaram

Alliance Insurance Company Limited shall deposit 50% of the compensation amount along with interest at the rate of 7.5% p.a. from the date of petition till the date of deposit, less the amount already deposited if any, within a period of six weeks from the date of receipt of a copy of this judgment. The Royal Sundaram Alliance Insurance Company is permitted to withdraw the excess amount if any, already deposited by them.

32.On such deposit, the respective claimants in M.C.O.P.Nos.133 of 2009 and 471 of 2009 are permitted to withdraw their respective shares as apportioned by the Tribunal, along with accrued interest and proportionate costs, after deducting the amount already withdrawn, if any, on making proper and necessary application before the Tribunal.

33.The judgment and decree in M.C.O.P.No.184 of 2011 dated 15.03.2017 on the file of the Motor Accidents Claims Tribunal (V Additional District and Sessions Judge) at Coimbatore; the judgment and decree in M.C.O.P.No.133 of 2009 dated 30.07.2013 on the file of the Motor Accidents Claims Tribunal (III Additional District cum Sessions Judge), Coimbatore; the judgment and decree in M.C.O.P.

No.471 of 2009 dated 30.07.2013 on the file of the Motor Accidents Claims Tribunal (III Additional District cum Sessions Judge), Coimbatore, are modified to the above extent.

34.C.M.A.Nos.3380 of 2017, 1178 of 2014, 1814 of 2014 filed by the Royal Sundaram Alliance Insurance Company are partly allowed; C.M.A.No.1649 of 2022 filed by the claimants in M.C.O.P.No.184 of 2011 is partly allowed; C.M.A.Nos.2803 of 2022, 2801 of 2022 filed by Dillis are partly allowed; C.M.A.No.1938 of 2022 filed by the National Insurance Company is dismissed. No costs. Consequently, the connected miscellaneous petitions are closed.

12.12.2024

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Index: Yes/ No
Speaking Order: Yes/ No
NCC: Yes/ No

To

1.The Motor Accidents Claims Tribunal,
(V Additional District and Sessions Judge) at Coimbatore.

2.The Motor Accidents Claims Tribunal,
(III Additional District cum Sessions Judge), Coimbatore.

M.DHANDAPANI,J.
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**C.M.A.Nos.3380 of 2017, 1178 of 2014,
1649 of 2022, 2803 of 2022,
1938 of 2022, 1814 of 2014,
2801 of 2022**

12.12.2024