



C.M.A.(MD).No.392 of 2020

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

RESERVED ON : 20.12.2023

PRONOUNCED ON : 11.01.2024

CORAM:

THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI

C.M.A.(MD)No.392 of 2020

and

C.M.P.(MD)No.4875 of 2020

The United India Insurance Company Limited,
Rep. By Manager,
No.148,
Nagaladiyan Complex Main Road,
Thanthonimalai,
Karur.

... Appellant

Vs.

1.Vasanth
2.Krishnaveni
3.Geetha
4.Sanjai Gandhi
5.Sundararajan

... Respondents

PRAYER : Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the order of the learned Tribunal of MACT cum District Court, Karur made in M.C.O.P.No.824 of 2018



C.M.A.(MD).No.392 of 2020

dated 12.03.2020.

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For Appellant
For R1 to R4
For R5

: Mr.C.Jawahar Ravindran
: Mr.K.Sudalaiyandi
: No Appearance

JUDGMENT

This Civil Miscellaneous Appeal is directed as against the judgment and decree on certain counts passed by the Motor Accident Claims Tribunal, District Judge, Karur, in M.C.O.P.No.824 of 2018 dated 12.03.2020 by the appellant/2nd respondent/insurance company.

2.For the sake of convenience, the parties are addressed herein as per the rank in M.C.O.P.No.824 of 2018.

3.The brief facts leading to the filing of the Claim Petition is as follows:-

This is a fatal case. The petitioners are the wife and children of the deceased Pitchai. On 01.10.2018, at about 01.30 p.m., the deceased Pitchai as a pillion rider accompanied Sundararjan, the rider who was driving the two wheeler bearing registration No.TN-48-AX-9533. While the said two wheeler reached south Gandhigramam

2/24



C.M.A.(MD).No.392 of 2020

Vijayakothandaraman's house and proceeded towards northern Gandhigramam main road and thereafter, turned along the east -west mud road, due to the rash and negligent driving of the rider Sundararajan, the said vehicle unexpectedly skid and fell down and as the result of which, the said Pitchai sustained injuries all over the body and while proceeding towards Karur Government hospital, he died on the way and thereafter, post mortem was conducted in Government Hospital, Karur. Seeking a compensation of Rs.30,00,000/-, the petitioners have filed the claim petition.

4.The first respondent is the owner of the two wheeler bearing registration No.TN-48-AX-9533 and the second respondent is the insurance company with which the vehicle was insured. The second respondent has filed a counter refuting each and every allegations set forth in the claim petition. It was pleaded in the said counter that the first respondent had availed act only policy for the two wheeler involved in the accident, which would not cover the pillion rider. The act only policy is meant for third party risks, which means the insurance company would be liable to pay for the damages, death or bodily injuries of the third



C.M.A.(MD).No.392 of 2020

parties alone. Since the first respondent having availed act only policy, the second respondent is not liable to pay compensation to the petitioners since there is no contract between the first respondent and the second respondent for the risks of pillion rider. The second respondent has to be absolved from the liability.

5.The learned Tribunal has framed three issues. Two witnesses P.W.1 and P.W.2 were examined on the side of the petitioners and 8 documents Ex.P1 to Ex.P8 were marked. One witness R.W.1 was examined on the side of the respondents and five documents Ex.R1 to Ex.R5 were marked. The 1st respondent was called absent and set exparte. On the basis of the oral and documentary evidence and on the basis of the arguments submitted by the respective parties, the learned Tribunal proceeded to conclude that the accident took place due to the rash and negligent riding of the two wheeler by the first respondent.

6.An authorized official of the second respondent insurance company was examined as R.W.1 and he deposed in his evidence that the first respondent had availed act only policy and since the deceased



C.M.A.(MD).No.392 of 2020

travelled as a pillion rider, he will not be automatically covered by the insurance policy. The second respondent is not liable to pay compensation to the petitioners. That apart, the insurance policy, legal notice and postal acknowledgement card were marked as Ex.R2 to Ex.R5 through R.W.1. A perusal of the insurance policy Ex.R5 would show that it is only an act only policy standing in the name of the first respondent. However, relying upon the judgment of the Hon'ble Apex Court in the case of *Manuara Khatun and other v. Rajesh Kr.Singh and others* reported in *2017(1) TNMAC 289(SC)* and the judgment passed by this Court in the case of *Division Manager, National Insurance Company Limited v. Sundaramoorthy and others* reported in *2019(1) TNMAC 751*, the learned Tribunal proceeded to conclude that though the policy is an act only policy, the second respondent is liable to pay compensation to the petitioners and recover the same from the owner of the vehicle i.e. the first respondent and hence, the learned Tribunal concluded that the principle of pay and recover could be applied in the case in hand since the policy is an act only policy.



C.M.A.(MD).No.392 of 2020

7. On the basis of Aadhaar marked as Ex.R1, the learned Tribunal took the age of the deceased as 80 years. The petitioners claimed that the deceased was paid a sum of Rs.20,000/- toward pension, he being a retired teacher and also earned an additional amount of Rs.10,000/- as Prohidar every month and claimed his monthly income to be Rs. 30,000/-. On the basis of Ex.P8 statement of account of the deceased Pitchai, the learned Tribunal fixed the monthly income of the deceased as Rs.20,200/-. However, due to death of the deceased, the family pension was reduced to Rs.10,100/-. The deceased has left four dependents. Out of Rs.10,100/-, $\frac{1}{4}$ th of the amount was deducted towards personal expenses of the deceased I.e. Rs.7,575/- [$10,100 - 2,525(10,100 \times \frac{1}{4})$]. Since the deceased was aged 80 years, the multiplier '5' was adopted and loss of income was calculated as Rs.4,54,500/- ($Rs.7,575 \times 12 \times 5$). The learned Tribunal has passed the award under the following heads:-

Head	Compensation awarded
(I) Loss of income:	Rs.4,54,500/-
(ii) Loss of consortium:	Rs.40,000/-
(iii) Loss of Estate:	Rs.15,000/-
(iv) Funeral Expenses:	Rs.15,000/-
(v) Loss of love and affection:	Rs.50,000/-
(vi) Transportation Expenses:	Rs.10,000/-



C.M.A.(MD).No.392 of 2020

Total compensation awarded:	Rs.5,84,500/- with interest @ 7.5 % from the date of the claim until the realization and costs.
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8.Challenging the same, the appellant/second respondent/insurance company has filed this Civil Miscellaneous Appeal

9.The learned Counsel appearing for the appellants submitted that the award granted by the Tribunal is only on the basis of the principles of pay and recover. Since the policy covers risk and liability only and it does not cover the rider and pillion rider. The said principle cannot be invoked in the instant case and pressed to set aside the order of the Tribunal.

10.The learned counsel appearing for the petitioners relied upon the judgment by the Hon'ble Apex Court in the case of ***Manuara Khatun and Ors. v. Rajesh Kr.Singh and Ors.*** reported in ***2017(1) TN MAC 289 (SC)***. The relevant portion of principles of pay and recover is extracted hereunder:

“15.The aforesaid question, in our opinion, remains no



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C.M.A.(MD).No.392 of 2020

*more res integra. As we notice, it was subject matter of several decisions of this Court rendered by three Judge Bench and two Judge Bench in past, viz., **National Insurance Co. Ltd. v. Baljit Kaur and ors.**, 2004(1) TN MAC 1 (SC): 2004 (1) CTC 210 (SC): 2004 (2) SCC 1, **National Insurance Co. Ltd. v. Challa Upendra Rao and ors.**, 2004(8) SCC 517, **National Insurance Co. Ltd. v. Kaushalaya Devi and ors.**, 2008 (8) SCC 246, **National Insurance Co. Ltd. v. Roshan Lal**, in S.L.P.(C)No. 5699 of 2006, dated 19.01.2007 and **National Insurance Co. Ltd. v. Parvathneni and anr.**, 2009 (2) TN MAC 241 (SC): 2009 (4) CTC 798 (SC): 2009(8) SCC 785.*

*16.This question also fell for consideration recently in **Manager, National Insurance Co. Limited v. Saju P.Paul and anr.** (supra), wherein this Court took note of entire previous case law on the subject mentioned above and examined the question in the context of Section 147 of the Act. While allowing the Appeal filed by the Insurance Company by reversing the Judgment of the High Court, it was held on facts that since the victim was travelling in offending vehicle as “gratuitous passenger” and hence, the Insurance Company cannot be held liable to suffer the liability arising out of accident on the strength of the Insurance Policy. However, this Court keeping in view the benevolent object of the Act and other relevant factors arising in the case, issued the directions against the Insurance Company to pay the awarded sum to the Claimants and then to recover the said sum from the insured in the same proceedings by applying the Principle of “Pay and Recover”.*



C.M.A.(MD).No.392 of 2020

*18.The facts of the case at hand are somewhat identical to the facts of the case mentioned supra because here also we find that the deceased were found travelling as “gratuitous passengers” in the offending vehicle and it was for this reason, the Insurance Companies were exonerated. In **Saju P.Paul’s case** (supra) also having held that the victim was “gratuitous Passenger”, this Court issued directions against the Insurer of the offending vehicle to first satisfy the awarded sum and then to recover the same from the Insured in the same proceedings.”*

11.Relying on the aforesaid judgment, the learned Counsel appearing for the petitioners 1 to 4 vehemently submitted that the Hon'ble Supreme Court had held that the principle of pay and recover could be invoked in the case of pillion rider and on that basis submitted that the award is reasonable and hence the appellant cannot be interfere.

12.It is needless to say that in the instant case, the deceased had been pillion rider at the time of death and his death was exclusively caused due to the rash and negligent driving of the two wheeler rider.



13.The pertinent question to be decided is whether the pillion rider on the two wheeler is a third party within the meaning of the Motor Vehicles Act, 1988 and in case, the pillion rider on two wheeler is not treated as third party, if the insurance company is liable to indemnify the first respondent. The fact in issue as well as the legal question involved is no more res integra. The Hon'ble Apex Court in the case of ***United Insurance Company Limited v. Tilak Singh*** reported in **2006 (1) TNMAC 36 (SC)** has dealt with similar issue and passed a judgment in favour of the insurance company and the relevant portion of which is extracted as follows:-

*“15.In ***Pushpabai Purshottam Udesb and Ors. v. M/s. Ranjit Ginning and Pressing Co. (P) Ltd. and Anr.***, [1977] 2 SCC 745 the insurance company had raised the contention that the scope of statutory insurance under **section 95(1)(a)** read with **95(1)(b)(i)** of the ***Motor Vehicles Act, 1939*** does not cover the injury suffered by a passenger and, since there was a limited liability under the insurance policy, the risk of the insurance company would be limited to the extent it was specifically covered. After referring to the English Road Traffic Act, 1960, and Halsbury's Laws of England (Third Edition) this Court came to the conclusion that **section 95** of the 1930 Act required that the policy of insurance must be policy insuring the insured*



against any liability incurred by him in respect of death or bodily injury to a third party and rejected the contention that the words "third party" were wide enough to cover all persons except the insured and the insurer. This Court held as under : (vide para 20) "Therefore it is not required that a policy of insurance should cover risk to the passengers who are not carried for hire or reward. As under [Section 95](#) the risk to a passenger in a vehicle who is not carried for hire or reward is not required to be insured the plea of the counsel for the insurance company will have to be accepted and the insurance company held not liable under the requirements of the [Motor Vehicles Act](#)."

21.In our view, although the observation made in Asha Rani's case (supra) were in connection with carrying passengers in a goods vehicle, the same would apply with equal force to gratuitous passengers in any other vehicle also. Thus, we must uphold the contention of the appellant-insurance company that it owed no liability toward the injuries suffered by the deceased Rajinder Singh who was a pillion rider, as the insurance policy was a statutory policy, and hence it did not cover the risk of death of or bodily injury to gratuitous passenger.

22.For the aforesaid reasons, we allow the appeal and set aside the impugned judgment holding that the appellant-insurance company is not liable to pay the compensation awarded to the claimants."



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14. In yet another case of ***Oriental Insurance Company Limited v. Sudhakaran and Ors.*** reported in **2008 (2) TNMAC 16**, the Hon'ble Supreme Court has dealt with the similar issue and the relevant portion of which is extracted as follows:-

“10. The only question which, therefore, arises for our consideration is as to whether the pillion rider on a scooter would be a third party within the meaning of [Section 147](#) of the Act.

Indisputably, a distinction has to be made between a contract of insurance in regard to a third party and the owner or the driver of the vehicle.

11. This Court in a catena of decisions has categorically held that a gratuitous passenger in a goods carriage would not be covered by a contract of insurance entered into by and between the insurer and the owner of the vehicle in terms of [Section 147](#) of the Act. [See [New India Assurance Co. Ltd. v. Asha Rani](#) (2003) 2 SCC 223]

12. A Division Bench of this Court in [United India Insurance Co. Ltd., Shimla v. Tilak Singh and Ors.](#) [(2006) 4 SCC 404] extended the said principle to all other categories of vehicles also, stating as under:

"In our view, although the observations made in Asha Rani case were in connection with carrying passengers in a goods



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vehicle, the same would apply with equal force to gratuitous passengers in any other vehicle also. Thus, we must uphold the contention of the appellant Insurance Company that it owed no liability towards the injuries suffered by the deceased Rajinder Singh who was a pillion rider, as the insurance policy was a statutory policy, and hence it did not cover the risk of death of or bodily injury to a gratuitous passenger."

13. The submission of Mrs. Bhat, learned counsel, however, is that this Court should not extend the said principle to the vehicles other than the goods carriage. As at present advised, we may not go into the said question in view of some recent decisions of this Court, viz., [National Insurance Co. Ltd. v. Laxmi Narain Dhut](#) [(2007) 3 SCC 700], [Oriental Insurance Co. Ltd. v. Meena Variyal](#) [(2007) 5 SCC 428] and [New India Assurance Co. Ltd. v. Ved Wati](#) [(2007) 9 SCC 486].

14. The provisions of the Act and, in particular, [Section 147](#) of the Act were enacted for the purpose of enforcing the principles of social justice. It, however, must be kept confined to a third party risk. A contract of insurance which is not statutory in nature should be construed like any other contract.

15. We have noticed the terms of the contract of insurance. It was entered into for the purpose of covering the third party risk and not the risk of the owner or a pillion rider. An exception in the contract of insurance has been made, i.e., by covering the



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risk of the driver of the vehicle. The deceased was, indisputably, not the driver of the vehicle.

16. The contract of insurance did not cover the owner of the vehicle, certainly not the pillion rider. The deceased was travelling as a passenger, stricto sensu may not be as a gratuitous passenger as in a given case she may not be a member of the family, a friend or other relative. In the sense of the term which is used in common parlance, she might not be even a passenger.

In view of the terms of the contract of insurance, however, she would not be covered thereby.

It is not necessary for us to deal with large number of precedents operating in this behalf as the question appears to be covered by a few recent decisions of this Court.

17. In [United India Insurance Company Ltd. v. Serjerao & Ors.](#) [2007 (13) SCALE 80], it was held as under:

"7....When a statutory liability has been imposed upon the owner, in our opinion, the same cannot extend the liability of an insurer to indemnify the owner, although in terms of the insurance policy or under the Act, it would not be liable therefor.

17. In a given case, the statutory liability of an insurance company, therefore, either may be nil or a sum lower than the amount specified under [Section 140](#) of the Act. Thus, when a separate application is filed in terms of [Section 140](#) of the Act,



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in terms of [Section 168](#) thereof, an insurer has to be given a notice in which event, it goes without saying, it would be open to the insurance company to plead and prove that it is not liable at all.

18. Furthermore, it is not in dispute that there can be more than one award particularly when a sum paid may have to be adjusted from the final award. Keeping in view the provisions of [Section 168](#) of the Act, there cannot be any doubt whatsoever that an award for enforcing the right under [Section 140](#) of the Act is also required to be passed under [Section 168](#) only after the parties concerned have filed their pleadings and have been given a reasonable opportunity of being heard. A Claims Tribunal, thus, must be satisfied that the conditions precedent specified in [Section 140](#) of the Act have been substantiated, which is the basis for making an award.

19. Furthermore, evidently, the amount directed to be paid even in terms of Chapter-X of the Act must as of necessity, in the event of non- compliance of directions has to be recovered in terms of [Section 174](#) of the Act. There is no other provision in the Act which takes care of such a situation. We, therefore, are of the opinion that even when objections are raised by the insurance company in regard to it liability, the Tribunal is required to render a decision upon the issue, which would attain finality and, thus, the same would be any award within the meaning of [Section 173](#) of the Act."



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It was furthermore held as under:

"8. So far as the question of liability regarding labourers travelling in trollies is concerned, the matter was considered by this Court in Oriental Insurance Company Ltd. Vs. Brij Mohan and Ors. (2007) 7 SCALE 753 and it was held that the Insurance Company has no liability..."

18. Yet again in [Ghulam Mohammad Dar v. State of J&K and Ors.](#) [(2008) 1 SCC 422], this Court opined that the words "injury to any person" as inserted by reason of the 1994 Amendment would only mean a third party and not a passenger travelling on a goods carriage whether gratuitous or otherwise. [See also [The New India Insurance Company v. Darshana Devi & Ors.](#) 2008 (2) SCALE 432]

19. The law which emerges from the said decisions, is: (i) the liability of the insurance company in a case of this nature is not extended to a pillion rider of the motor vehicle unless the requisite amount of premium is paid for covering his/her risk (ii) the legal obligation arising under [Section 147](#) of the Act cannot be extended to an injury or death of the owner of vehicle or the pillion rider; (iii) the pillion rider in a two wheeler was not to be treated as a third party when the accident has taken place owing to rash and negligent riding of the scooter and not on the part of the driver of another vehicle."



15. This Court in the case of ***United Insurance Company Limited v. Nithyaraj and another*** reported in **2019 (2) TNMAC 78**, has dealt with the similar case and passed the judgment in favour of the insurance company and the relevant portion of which is extracted as follows:-

“7. From the materials on record, it is seen that the accident has occurred when the 1 st respondent traveled as a pillion rider in the motorcycle driven by the 2 nd respondent. According to the appellant, the policy issued is only an Act/Statutory policy, it is not comprehensive policy and pillion rider is not covered when the policy issued is only an Act policy. From the award of the Tribunal, it is seen that R.W.1 has stated that the policy issued by the appellant is only Act policy and the same does not cover the risk liability of pillion rider. There is no denial by the 1 st respondent that policy issued by the appellant is only an Act policy. It is well settled that in an Act policy, the pillion rider in a two wheeler and occupant of the car in a four-wheeler are not covered by the said policy and they are not entitled to get compensation from the Insurance Company.

8. I had an occasion to consider this issue in the judgment reported in 2019 (1) TN MAC 332 [United India Insurance Co. Ltd., Vs. Sathish Kumar and others], wherein I have held as:

“6. The issue to be decided in the appeal is whether the policy of insurance taken by the owner of the vehicle as per Section 147 of the Motor Vehicles Act covers the bodily injury or death of pillion rider traveling in the offending two-wheeler.

7. The issue whether the rider and pillion rider in a two-wheeler



and occupants of a four-wheeler are entitled to claim compensation from the Insurance Company for the bodily injury or death when the policy was issued under Section 147 of the Motor Vehicles Act is no longer res-integra.

8.From the judgments relied on by the learned counsel appearing for the appellant as well as the 1st respondent, the following principles emerge:

“(i).The policy which the owner of the vehicle takes under Section 147 of the Motor Vehicles Act is 'Statutory Policy', also known as 'the Act Policy'.

(ii)It covers the liability of the owner in respect of third party only. After amendment of the Section in the year 1994 by Act 54 of 1994 which came into force with effect from 14.11.1994, it covers owner of the goods or his authorized representative carried in the goods vehicle.

(iii).The owner of the vehicle can pay extra premium to increase the liability of the insurer in respect of third party.

(iv).The rider, pillion rider of a two-wheeler and occupant of a four-wheeler are not third parties and they are not covered by Act Policy issued by the Insurance Company.

(v).The owner of the vehicle can pay extra premium to cover personal accident claim, the rider, pillion rider and occupant of a four-wheeler. The policy issued by the Insurance Company after receiving extra premium to cover rider and pillion rider of a two-wheeler and occupants of a four-wheeler is called 'Comprehensive Policy'.

(vi).Only when the owner of the vehicle takes Comprehensive Policy by paying extra premium, the pillion rider in a two-wheeler can



claim compensation from the Insurance Company. If the policy is Act only Policy, the rider, the pillion rider in a two-wheeler and occupant of a four-wheeler are not third parties as per Section 147 of the Motor Vehicles Act and they are not entitled to claim compensation from the Insurance Company.”

11.The contention of the appellant is that the policy in question is only an Act policy and it covers risk and liability in respect of the third parties only and it does not cover the rider and pillion rider of the Motor bike. The 1 st respondent has not disputed that the policy issued by the appellant is only an Act Policy. It is not the case of the 1 st respondent that policy issued by the appellant is comprehensive policy covering both rider and pillion rider of the Motor bike. The Tribunal fastened the liability of the appellant on the ground that the 1 st respondent was a third party. Such finding is erroneous. It is well settled that in an Act Policy the rider and the pillion rider of the two wheeler are not covered and Insurance Company is not liable to pay compensation for the bodily injuries or the death. Whether, the pillion rider is covered under the Act Policy or not was considered by the Hon'ble Apex Court in the Judgment reported in 2006 (4) SCC 404 [United India Insurance Co. Ltd., Shimla Vs. Tilak Singh and others], wherein the Hon'ble Apex Court has held that the pillion rider is not covered in the Act Policy and the Insurance Company is not liable to pay compensation to the pillion rider.

12.In the present case, the Insurance Policy in question is only 'Act Policy' and 1 st respondent was a pillion rider. In view of principles that emerged in the judgments referred to above, the 1 st respondent is not a third party and he is only a gratuitous passenger.



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The contention of the learned counsel for the 1 st respondent that the 1 st respondent is a pillion rider and the Tribunal rightly directed the appellant to pay the compensation is without merits. The Tribunal erroneously held that the 1 st respondent, pillion rider is a third party and appellant is liable to pay compensation. In the judgment of the Hon'ble Apex Court reported in 2006 (4) SCC 404 extracted above, it has been held that pillion rider is a gratuitous passenger in case of Act Policy. In the judgment of the Hon'ble Apex Court reported in 2007 (5) SCC 428 [Oriental Insurance Co. Ltd., vs. Meena Variyal], the Hon'ble Apex Court referring to Asha Rani's case, [New India Assurance Co. Ltd., Vs. Asha rani], held in paragraph No.18 as follows: "In other words, this Court clearly held that the apparently wide words 'any person' are qualified by setting in which they occur and that 'any person' is to be understood as a third party". As per the judgments referred to above, in an Act Policy, the pillion rider in a two-wheeler is a gratuitous passenger and appellant is not liable to pay compensation to the 1 st respondent. In view of the fact that the appellant is not liable to pay any compensation, the question of pay and recovery does not arise. In view of the same, the judgments relied on by the learned counsel appearing for the 1 st respondent are not applicable to the facts of the present case. The judgments relied on by the learned counsel for the appellant are applicable to facts of the present case. The portion of the award directing the appellant to pay the compensation to the 1 st respondent at the first instance and recover the same from the 2 nd respondent is set aside and the appeal is allowed.

9.In the result, this Civil Miscellaneous Appeal is allowed and



C.M.A.(MD).No.392 of 2020

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the award of the Tribunal is hereby modified setting aside the portion of award directing the appellant-Insurance Company to pay the compensation to the 1 st respondent and the compensation amount awarded by the Tribunal is confirmed. The 2 nd respondent-owner of the motorcycle is directed to deposit the entire amount awarded by the Tribunal along with interest and costs, within a period of eight weeks from the date of receipt of a copy of this judgment. On such deposit, the 1 st respondent 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 Insurance Company is permitted to withdraw the amount if any, already deposited by them to the credit of M.C.O.P.No.268 of 2008.”

16. Fully in consonance to the judgments discussed supra, considering the fact that the policy involved is act only policy and the premium would cover only third party liability and since the accident happened only due to the rash and negligent driving of the rider of the two wheeler and the deceased had been a pillion rider, obviously the pillion rider cannot be treated as a third party when policy is only a statutory policy not a comprehensive policy.



C.M.A.(MD).No.392 of 2020

17.In view of the same, I have no hesitation to modify the liability fixed by the learned Tribunal. Therefore, the owner of the two wheeler I.e. the first respondent is directed to pay compensation amount within a period of eight weeks from the date of receipt of copy of this order and the second respondent insurance company is permitted to withdraw the amount if any deposited already. On such deposit, the petitioners/claimants are permitted to withdraw the award amount with proportionate interest after deducting any amount received by them earlier without filing any formal petition before the Tribunal. There is no dispute with regard to the quantum fixed by the learned Tribunal.

18.Accordingly, the Civil Miscellaneous Appeal stands allowed to the extent above. There shall be no order as to costs.

11.01.2024

NCC : Yes / No
Index : Yes / No
Internet : Yes
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C.M.A.(MD).No.392 of 2020

To

- 1.The Motor Accidents Claims Tribunal,
(Subordinate Judge), Aruppukottai.
- 2.The Section Officer,
V.R. Section,
Madurai Bench of Madras High Court,
Madurai.



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C.M.A.(MD).No.392 of 2020

L.VICTORIA GOWRI, J.

Mrn

C.M.A.(MD)No.392 of 2020

11.01.2024