BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED:01.08.2024

CORAM :

THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN
and
THE HONOURABLE MR.JUSTICE K.K.RAMAKRISHNAN

CMA(MD)No.91 of 2021
and
CMP(MD)No.849 of 2021

The Manager,
M/s.The Oriental Insurance Company Limited,
having its office at
Lyola Building,
Salai Road,
Dindigul. ... Appellant/Respondent No.2

vs.

1. C.Sakthivel ... Respondent No.1 / Petitioner

2. P.Subramani ... Respondent No.2/Respondent No.1

PRAYER: Appeal filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the order of the Motor Accident Claims Tribunal cum Special Subordinate Judge, Dindigul made in M.C.O.P.No.27 of 2019, dated 24.09.2019 and allow the appeal with costs.

For Appellant : Mr.C.Jawahar Ravindran

For Respondents : Mr.A.Saravanan for R1

: Mr.P.Samuel Gunasing for R2

J U D G M E N T

(Order of the Court was made by K.K.RAMAKRISHNAN, J.

The appellant/insurance company filed this appeal "challenging the liability".

2.The first respondent filed the claim petition in M.C.O.P.No.27 of 2019 on the file of the Motor Accident Claims Tribunal cum Special Subordinate Judge, Dindigul, claiming compensation of Rs.20,00,000/-. In the said petition, he stated that he was working as Electrician. On 28.08.2012, at about 02.15 p.m., when he was travelling in the car bearing Registration No.TN 50 C 1323 on Karur to Salem Four way road, the driver of the said car drove the vehicle in a rash and negligent manner and dashed against the centre Median and went off to the other side of the road and collided with on coming opposite car bearing Registration No.59 AS 3694 and in the said accident, the petitioner sustained grievous injury in his right leg, right shoulder, right arm and right side hip. Immediately, he was admitted in the hospital and in the hospital, his right leg below knee was amputated and after taking continuous treatment, he filed the claim petition seeking the said compensation. He also averred that the Velayutham Police Officials registered the case in Crime No.390 of 2012 under Section 279, 337 of IPC, against the driver of the said car bearing Registration No.TN 50 C 1323. He also impleaded the first respondent as the owner of the vehicle and the second respondent as the insurer of the vehicle.

3.The first respondent, owner of the vehicle filed a counter stating that he was not the owner of the vehicle and one Mr.R.Kumar, is the owner of the vehicle. He also disputed the manner of the accident as pleaded by the claimant. He also disputed the monthly earning of the claimant.

4.The second respondent insurance company filed a counter and denied the liability. They also disputed the income and the compensation amount claimed under the various heads. The vehicle was private vehicle and the same was used for commercial purpose. Therefore, they seek for dismissal of claim petition against the insurance company.

5.To prove the claim, the claimant examined himself as P.W.1 and marked exhibited Ex.P.1 to Ex.P.11. On the side of second respondent, three witnesses have been examined as R.W.1 to R.W.3 and exhibited Ex.R.1 insurance policy was marked. The Ex.X1 and Ex.X2 were also marked. Even though, the owner of the vehicle filed a counter denying his ownership, he did not let in any evidence.

6.The learned Tribunal after considering both the oral and documentary evidence, held that the driver of the car had not possessed valid license and hence, the learned Tribunal Judge is directed the insurance company to pay the amount and recover from the owner of the vehicle. The learned Tribunal judge also considered the amputation of leg of the claimant and his other grievous injuries and also considering the 80% disability certificate given by the competent medical Board and the nature of the work namely, Electrician, calculated his monthly income as Rs.9,100/- and applied the multiplier method and calculated the other headings and awarded total compensation of Rs.18,36,160/- with 7.5 % of interest by passing the impugned award.

7.Challenging the same, the insurance company filed this appeal before this Court questioning the liability alone.

8.The learned counsel for the insurance company would submit that without payment of separate premium to the occupant of the car, the liability fixed upon the insurance company on the basis of the policy marked Ex.R.1, is not legally valid and hence, he seeks for the exoneration of the appellant insurance company. The learned counsel has not disputed the quantum.

9.The learned counsel for the claimant submitted that the insurance company has not raised any plea regarding the above payment of premium before the Tribunal. Even though R.W.1 was examined on the side of the insurance company to substantiate said pleading, he admitted that the deceased was third party. Under the policy, all the premium was paid as per the statutory requirement. The learned Tribunal directed the Insurance company to pay and recover. Therefore, he seeks to dismiss this appeal.

10.Even though the owner of the vehicle was set exparte before the Court below, he has appeared through the counsel and made the following submissions:

(i) He filed the counter denying the ownership. He already sold the vehicle and hence, the order of pay and recovery against this respondent is liable to be set aside.

(ii) He produced the delivery note dated 22.03.2011 and argued that on the basis of the said delivery note, he was not the owner of the vehicle on the date of the accident. He also produced the dismissal order passed in I.A.No.1088 of 2015 to implead the subsequent owner of the vehicle and hence, he seeks for the deletion of pay and recovery against this respondent.

11.This Court considered the rival submissions made by the learned counsel appearing on either side and perused the materials available on record.

12.From the above submission, this Court framed the following points for determination:

(i)whether the plea of the insurance company to exonerate on the ground of the non-payment of the separate premium to the occupants of the car is correct?

(ii)whether the plea of the second respondent/owner of the vehicle to delete the direction of pay and recovery against him can be entertained?

Question No.1:

13.The learned counsel for the insurance company submitted that the first respondent sustained injuries as a occupant of the car in the insured vehicle bearing registration No.TN-50-C-1323. The policy was marked as Ex.R1. No separate premium has been paid by the insured, to fix the liability, for the occupant of the car. The said submission of the learned counsel has no legs to stand for the reason that the policy is standard Motor Policy as formulated by the Tariff Advisory Committee and IRDA. Under Section 64 (U) (C) of the Insurance Act, the insurance company shall follow the Tariff and Advisory committee, the rules, regulation, rates, advantage, terms and conditions for the transaction of the Motor Insurance Business in India and from 2007 onwards IRDA (Insurance Regulatory and Development Authority) issued direction to the insurance company in force for the above said purpose. Till 31-12-2006 the Tariff Advisory Committee and, thereafter, from 1-1-2007 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 issued by all insurance companies. Therefore, the insurance company is bound by the circular issued by the IRDA.

14.The Hon'ble Supreme Court in the case of ***Pushpabai Purshottam Udeshi* vs.*Ranjit Ginning and Pressing Co.***, reported in ***1977 ACJ 343***, has held as follows:

> *20.............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. *The insurer can always take policies covering risks which are not covered by the requirements of Section 95. In this case the insurer had insured with the insurance company the risk to the passengers.*

14.1.Consequent to the decision of the Apex Court in the case of **Pushpabai Pur*shottam Udeshi v. Ranjit Ginning and Pressing Co.,*** reported in ***1977 ACJ 343***, Tariff Advisory Committee as per Section 64 (U) (C) of the Insurance Act has issued a circular with regard to the liability of the Insurance Company in relation to private vehicle :

"TARIFF ADVISORY COMMITTEE
BOMBAY REGIONAL COMMITTEE
"Circular M.V. No. 1 of 1978
Bombay 17th March 1978
Insurance Company's Liability in Respect of Gratuitous Passengers conveyed in a Private Car-Standard Form for Private Car Comprehensive Policy ? Section II ? Liability to Third-Parties.
I am directed to inform Insurers that advices have been received from the Tariff Advisory Committee to the effect that since the industry

had all these years holding the view on liability the same practice should continue.

In order to make this intention clear, Insurers are requested to amend clause 1(a) of Section II of the Standard Private Car Policy by incorporating the following words after the words 'death of or bodily injury to any person' appearing therein:

'Including occupants carried in the motor car provided that such occupants are not carried for hire or reward'

I am accordingly to request Insurers to make the necessary amendment on sheet 38 of the Indian Motor Tariff pending reprinting of the relevant sheet.

All existing Policies may be deemed to incorporate the above amendment as the above decision is being brought into force with effect from 25th March, 1977."

The said circular has been followed by the insurance company till date.

15.The IRDA also reiterated the said circular, by issuing another following official circular dated 16.11.2009:

On 16th November, 2009, IRDA issued a Circular 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 said Circular is reproduced hereunder:

IRDA

Ref: IRDA/NL/CIR/F&U/073/11/2009
November 16, 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 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's 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 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 approve of Competent Authority.

Sd/- (Prabodh Chander)

Executive Director

16.It is pertinent to note that the learned counsel appearing for the insurance company has created the unintended ambiguity over the above settled issues of covering the liability to the occupants of the car and the pillion rider of the two wheeler under the misnomer of the Act policy and the Comprehensive policy without taking note of the circular of "*standard motor policy*" which emphasized M.V. No. 1 of 1978 - dated 18th March, 1978 [regarding occupants carried in Private Car] effective from 25th March, 1977, MOT/GEN/10 dated 2nd June, 1986 [regarding Pillion Riders in a Two-Wheeler] effective from the date of the Circular and IRDA/NL/CIR/F&U/073/11/2009 November 16, 2009. The IRDA once again reiterated the same by issuing the another following circular during the course of the hearing of the larger issue before the Delhi High Court in the case of ***Yashpal Luthra v. United India***, reported in **(2012) 2 TN MAC 625:**

IRDA/NL/CIR/F&U/078/12/2009 3rd Dec. 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. 176/209 in the case of Yashpal Luthra v. United India, the Authority convened a meeting on November 26, 2009 of the CEOs of all the 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 within 7 days to the respective operating officers and the Counsels 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 Supreme 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.

The 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

17.From the above, it is clear that "*as of now, the standard motor vehicle policy"* covers the occupant of the car and there was no necessity to make separate premium. The same has been considered in detail by the Hon'ble Supreme Court in the case of ***National Insurance Company Ltd., Vs. Balakrishnan*** reported in ***2013 (1)SCC 731***.

18.Apart from that, in this case, the insurance company marked the policy under Ex.R.1. The policy is extracted hereunder:

Attached to and forming part of policy number 4342503[illegible]

SCHEDULE OF PREMIUM

A. OWN DAMAGE

B. LIABILITY

BASIC TP COVER	740.00
ADDITIONAL IMT - TP COVER-GR-40	60.00
BASIC TP TOTAL	800.00
ADD PA FOR OWNER DRIVER-GR36A	100.00
ADD LL TO EMPLOYEES-IMT-28	25.00
TP TOTAL	925.00
TOTAL PREMIUM	925.00
STAMP DUTY	0.50
ADD SERVICE TAX	95.00
TOTAL AMOUNT	1,020.00

Deductibles under Section-I : Compulsory Deductible

Subject to IMT Endorsement Printed here/attached to : IMT-28

Details of IMT Endorsements are also available on the Company's Web Portal www.orientalinsurance.org.in

Hypothecation Agreement with:

Hire Purchase/Lease Agreement with:

In the event of a claim under the policy exceeding Rs.1lac or a claim for refund of premium exceeding Rs1lac, the insured will comply with the provisions of the AML policy of the Company. The AML policy is available in all our operating Offices as well as company's website. The Insurance under this policy is subject to conditions, clauses, warranties, exclusions, IMTs and OIC endorsements mentioned herein above which are available on Company's website: www.orientalinsurance.org.in or on demand from the policy issuing office.

Warranted that in case of dishonour of premium cheque(s) the Company shall not be liable under the policy and the policy shall be void ab-initio (from inception).
Claim for theft of vehicle not payable if theft not reported to Company within 48 hours of its occurrence.
Claim is not admissible if Driving License is found fake or is not valid whether or not in the knowledge of the insured.
-I/We hereby certify that the policy to which the certificate relates as well as the certificate of insurance are issued in accordance with the provision of Chapter X and Chapter XI of Motor Vehicles Act, 1988.
In witness whereof the undersigned being authorised by and on behalf of the company has/have herein to set his/their hands at BO PARAMATHIVELUR (GSTIN: 33AAACT0627R1Z4) on 09-NOV-11

IMPORTANT NOTICE

The Insured is not indemnified if the vehicle is used or driven otherwise than in accordance with this Schedule. Any payment made by the Company by reason of wider terms appearing in the Certificate in order to comply with the MVAct, 1988 is recoverable from the Insured. See the Clause headed "AVOIDANCE OF CERTAIN TERMS AND RIGHTS OF RECOVERY".

For and on behalf of
The Oriental Insurance Company Limited

Entered By : V.P.SHANMUGHAM

Examined By : V.P.SHANMUGHAM

Policy Printed By : 4200[illegible]

Policy Printed On : 16-JUL-19 14:07:15

TRUE COPY

AJIT KUMAR
General Manager
Authorised Signatory

This is an electronically generated document. Policy Schedule. The Policy document duly stamped will be sent by post.
In case of any query regarding the Policy please call Toll Free No. 1800118485 and 011 33208485.
CIN: U66010DL1947GOI007158. All the Amounts mentioned in this policy are in Indian Rupees.
IRDA Regn. No. 556 - Now you can buy and renew selected policies online at www.orientalinsurance.org.in

Place : NAMAKKAL
Date : 09/11/2011

Page 2 of 2

19.From the perusal of the above policy, it is seen that there was no condition to make the separate premium for the occupants of the car. In view of the above IRDA circular, the policy was framed as a standard motor policy with implied inclusion of the occupants of the car without any condition for separate premium. Hence, the submission made by the learned counsel differentiating "*the Act policy and comprehensive policy*" without noting the above said circular deserves to be rejected. Therefore, in all aspects, the submission of the learned counsel for the insurance company cannot be accepted.

20.The learned counsel without any material marked before the Court below tries to explain the various definition of the IMT. As discussed above, the competent authority namely the IRDA issued the circular to include the liability for the payment of the occupants of the car under the issuance of the standard motor vehicle policy which was otherwise called comprehensive policy, this Court is unable to concur with the said submission.

21.Yet other important circumstance is that the insurance company filed counter before the trial Court. They never raised the said issue of requirement of payment of separate premium before the Court below. R.W.1 also not deposed anything about the said requirement to exonerate the said insurance company from the liability. No documents containing the terms of insurance to disown the liability were filed before the Court below. It is also settled principle that when the insurance company took a plea that there is a requirement to pay separate premium under the policy, the insurance company is duty bound to prove the said fact ie., to avoid the liability. It is the duty of the insurance company to produce the terms and condition before the Court below and substantiate the factual and legal aspects in this regard. In this aspect, it is relevant to follow the following portion of the judgment of the Hon'ble Supreme Court in the case of ***National Insurance Company Ltd., Vs. Jugal Kishore and others*** reported in ***1988 1 SCC 626:***

> ***10.*** *Before parting with the case, we consider it necessary to refer to the attitude often adopted by the Insurance Companies, as was adopted even in this case, of not filing a copy of the policy before the Tribunal and even before the High Court in appeal. In this*

connection what is of significance is that the claimants for compensation under the Act are invariably not possessed of either the policy or a copy thereof. This Court has consistently emphasised that it is the duty of the party which is in possession of a document which would be helpful in doing justice in the cause to produce the said document and such party should not be permitted to take shelter behind the abstract doctrine of burden of proof. This duty is greater in the case of instrumentalities of the State such as the appellant who are under an obligation to act fairly. In many cases even the owner of the vehicle for reasons known to him does not choose to produce the policy or a copy thereof. We accordingly wish to emphasise that in all such cases where the Insurance Company concerned wishes to take a defence in a claim petition that its liability is not in excess of the statutory liability it should file a copy of the insurance policy along with its defence. Even in the instant case had it been done so at the appropriate stage necessity of approaching this Court in civil appeal would in all probability have been avoided. Filing a copy of the policy, therefore, not only cuts short avoidable litigation but also helps the court in doing *justice between the parties. The obligation on the part of the State or its instrumentalities to act fairly can never be over-emphasised.*

22.Apart from lack of both pleadings and evidence, R.W.1 officer from the insurance company admitted that the injured was a third party and the relevant evidence is as follows:

மனுதாரர் மேற்கண்ட வாகனத்தை பொறுத்தவரை 3ம் நபர் என்றால் சரிதான்.

23.From the above, it is clear that they never raised any defence of exoneration on the ground that he was occupant of the car and requirement of any payment of the separate premium under policy and in the absence of the proof for the same, this Court cannot accept the submission of the learned counsel for the insurance company.

24.The learned counsel appearing for the claimant rightly relied the paragraph 19, 20 and 21 of the judgment of this Court in C.M.A.No. 20 of 2014:

19.On the side of the appellant, it is stated that there is no policy coverage for the *occupants of the car. A perusal of the policy reveals that a sum of Rs.670/- was paid towards basic T.P. And a sum of Rs.25/- was paid towards the employee of the owner. There is no wordings in the policy to denote whether the policy is an Act only policy or a comprehensive policy. There is no specific wordings in the policy to denote that there was no coverage for the occupants in the car. It is the duty of the insurance company to give clear details regarding the extend of policy coverage. Failure on the part of the insurance company is fatal.*

20.At this juncture, this Court would rely upon a judgement of the Hon'ble Supreme Court of India in the case of National Insurance Company Ltd., v. Balakrishnan and another in Civil Appeal No.8163 of 2012, wherein it is stated as follows:

“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."

21.Hence, it is decided that there is policy coverage for the occupant of the vehicle and the order passed by the trial Court is reasonable. The compensation awarded by the Tribunal under various heads is reasonable.

25.Therefore, in all aspects, this Court finds no merits in the submission made by the learned counsel for the insurance company to interfere with the well considered impugned judgment. Accordingly, the first question is answered against the insurance company.

26.The insurance company have not challenged the quantum. The first respondent has suffered grievous injury all over body. His leg was amputated. The Medical Board assessed 80% disability. He was electrician. Therefore, the learned Tribunal Judge correctly calculated his monthly income of Rs.9,100/- and applied multiplier method and calculated compensation under various heads as stated below:-

S.No.	Description	Amount awarded by Tribunal (Rs.)
1.	For Future Loss of Income and disability	Rs.14,85,120/-
2.	For Medical Expenses	Rs.2,92,540/-
3.	For Attendant Charges	Rs.7,500/-
4.	For Pain and Sufferings	Rs.30,000/-
5.	For loss of personal belongings and clothing	Rs.3,000/-
6.	For Transport Charges	Rs.3,000/-
7.	For Extra Nourishment	Rs.15,000/-
	Total:	Rs.18,36,160/-

27.This Court finds no reasons to interfere with the same.

28.Question No.2:

28.1.The learned counsel appearing for the second respondent would submit that he already sold the vehicle and hence, the order of pay and recovery against this respondent is liable to be set aside.

28.2.The second respondent was the registered owner. His name was found place in the registration certificate. He has not appeared before the Court below and produced the relevant documents to substantiate his plea of transfer. As per the Section 157 of Motor Vehicle Act, it is duty of the owner of the vehicle to inform the transfer of ownership to the Registration Department, otherwise he is deemed to be owner.

28.3.There was award against the second respondent. Therefore, without filing any appeal as per the Section 173 Motor Vehicel Act, 1988, this Court declines to entertain the said argument. Accordingly, the second question is answered against the second respondent.

29.Accordingly, this Civil Miscellaneous Appeal is dismissed. No costs. Consequently, the connected miscellaneous petition is closed.

(V.B.S., J.) (K.K.R.K., J.)
01.08.2024

Index : Yes / No
Internet : Yes / No
sbn

To

1. The Motor Accident Claims Tribunal
cum Special Subordinate Judge,
Dindigul.

2. The Section Officer,
VR Section,
Madurai Bench of Madras High Court, Madurai.

V.BHAVANI SUBBAROYAN, J.
and
K.K.RAMAKRISHNAN, J.

sbn

CMA(MD)No.91 of 2021
and
CMP(MD)No.849 of 2021

01.08.2024