



C.M.A(MD)No.85 of 2024

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Dated :28.10.2024

CORAM:

THE HON'BLE MRS.JUSTICE V.BHAVANI SUBBAROYAN
and
THE HON'BLE MR JUSTICE K.K. RAMAKRISHNAN

C.M.A(MD)No.85 of 2024
and
C.M.P.(MD).No.1473 of 2024

The Branch Manager
M/s.Oriental Insurance Co.Ltd.,
Branch Office,
No.3607/21, 2nd Floor,
Sathiyamoorthy Road,
Pudukottai.

... Appellant

Vs.

1.Vijayalingam
2.M/s.Rajalingam Transports,
No.3A/4, Maris Avenue,
Collector Office Road,
Trichy District.

... Respondents

PRAYER: Civil Miscellaneous Appeal has been filed under Section 173 of Motor Vehicles Act, 1988 to set aside the order of the Tribunal of Motor Vehicle Accident Claims Tribunal cum Special Sub Judge, Tiruchirappalli made in M.C.O.P.No.10 of 2021 dated 06.04.2023.

For Appellant : Mr.C.Jawahar Ravindran

For Respondents : Mr.N.Sudhagar Nagaraj



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JUDGMENT

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[Judgment of the Court was made by **K.K.RAMAKRISHNAN.J.**]

The Insurance company filed this appeal challenging the quantum of the award passed in M.C.O.P.No.10 of 2021, dated 18.12.2022, by the Motor Accident Claims Tribunal Judge/ Special Sub Judge, Trichirappalli.

2.Facts of the case:

The first respondent is injured claimant. On 01.11.2022 at 05.40 a.m., when he was attending nature's call, near toll plaza Boodhakudi in Trichy to Madurai Main Road, the appellant insured lorry bearing registration No.TN-45-BH-6928 belonging to the second respondent was driven by the second respondent's driver in a rash and negligent manner and hit the injured claimant and ran over his both legs. In result, the first respondent sustained multiple grievous injuries in his both legs and hence, in both legs above the knee have been amputated. He was undergoing treatment in GVN hospital Trichy as inpatient from 01.11.2022 to 30.12.2022. He is now undergoing treatment as outpatient. He has incurred huge medical expenditure of Rs.20,00,000/-. He was



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working as a Assistant Manager in the Dindigul Thalappakatti Restarant Private Limited Brach at Chennai. Due to the disability in both legs, he could not walk, stand, run, squat, sit cross legged, carry any weight or do his routine work as he was doing before the accident. Due to the said accident, he is unable to work without anyone's help. Due to the accident, he is unable to have marital life and nobody is coming forward to marry him and he is living in vegetative stage. Hence, he filed a petition claiming compensation of Rs.2,00,00,000/-.

2.1.The appellant insurance company filed a counter denying the manner of the accident stated in the petition and they disputed their liability to pay compensation. They pleaded that the first respondent suddenly crossed the road without noticing the oncoming insured vehicle.

2.2.The first respondent to prove his claim, examined himself as P.W.1 and further examined P.W.2 to P.W.5 on his side to prove the negligence and his health condition and income. He also marked Ex.P1 to Ex.P21. The witness documents also were marked under Ex.X1 to Ex.X6 and the disability certificate was marked as Ex.C.1. On the side of the



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respondent, neither documents nor oral evidence were adduced.

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3. Finding of the Tribunal

The learned Tribunal Judge considering the entire evidence, fixed negligence on the appellant insured lorry driver and awarded compensation of Rs.80,48,48067 under the following heads:

<i>Sl. No.</i>	<i>Heads</i>	<i>Amount in (Rs)</i>
<i>1</i>	Disability Compensation (Grievous Injury)	Rs.52,85,952/-
<i>2</i>	Medical Bills	Rs.9,35,115/-
<i>3</i>	Loss of Amenities	Rs.3,00,000/-
<i>4</i>	Loss of Expectation of Life	Rs.3,00,000/-
<i>5</i>	Pain and Suffering	Rs.3,00,000/-
<i>6</i>	Loss of Marital Prospects	Rs.2,00,000/-
<i>7</i>	Attender Charges	Rs.25,000/-
<i>8</i>	Transport Charges	Rs.20,000/-
<i>9</i>	Extra Nourishments	Rs.30,000/-
<i>10</i>	Damages to Clothes	Rs.2,000/-
<i>11</i>	Purchasing the Artificial Leg	Rs.4,50,000/-
<i>12</i>	Future Medical Expenses	Rs.2,00,000/-
<i>Total</i>		<i>Rs.80,48,067/-</i>

Assailing the said award, the appellant insurance company filed this appeal questioning the quantum.



4. Submission of the learned counsel for the appellant:

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The learned counsel for the insurance company submitted that when Ex.P14 was marked as a last drawn salary of the first respondent, the Tribunal erroneously fixed the monthly income of the claimant as Rs.17,480/- as against the contents of Ex.P13 ie., Rs.13,531/-. The learned Tribunal Judge also added 40% of future prospects. The learned Tribunal Judge also wrongly calculated the age of the victim as 25 instead of 26. The learned Tribunal Judge without deducting the mediclaim amount has awarded medical expenditure of Rs.9,35,115/- and also erred in granting excessive amount under the head of loss of amenities, loss of expectation of life, loss of pain and suffering, loss of marital prospects and under the head of purchase of prosthetic legs.

5. Submission of the learned counsel for the claimants:

The learned counsel for the claimant submitted that the appellant insured vehicle ran over both the legs of the injured. He was admitted in the hospital as inpatient for more than two months and his both legs were amputated below the knee. He was a bachelor at the time of the accident. Due to the accidental injuries and the consequential amputation of his



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both legs, nobody is coming forward to marry him and hence, he totally lost his marital life. He spent more amount for the artificial legs and in his daily life and even after fitting of artificial legs, he is unable to stand and do his normal activities without assistance of any person. The medical board assessed 85% permanent disability and hence, he lost his job and also he is unable to lead his normal life. In result, the learned trial Judge correctly applied the multiplier method and added the future prospect and applied the multiplier of 18 and granted Rs.52,85,952/- under the head of loss of earning capacity. In view of the above suffering, the learned Tribunal Judge correctly awarded under the remaining heads. Therefore, there is no reason to interfere with the well considered judgment of the learned Tribunal Judge.

6. This Court considered the rival submissions made by the learned counsel appearing for the appellant insurance company and the learned counsel appearing for the injured claimant and perused the materials available on record.



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7.The following points arise for consideration of this appeal:

7.1.Whether the compensation awarded under various heads in the impugned award in M.C.O.P.No.10 of 2021 is liable to be interfered?

7.2.Whether the specific contention of the learned counsel for the insurance company that mediclaim policy amount is liable to be deducted while awarding the medical expenses in the course of determination of the motor accident claims compensation?

8.Discussion

The first respondent herein was injured claimant. He examined himself as P.W.1 and deposed that he completed his B.Sc graduation and worked as Assistant Manager in the popular Dindigul Thalapakatti Restaurant Private Limited Branch at Chennai. P.W.3/Manager of the said branch was examined to prove the employment and the income of the injured claimant. He produced the salary certificate marked as Ex.X4. The same was marked without any objection. In the salary certificate, the monthly income of the deceased is mentioned as Rs.17,480/-. Due to the accident, his both legs were amputated. In spite of the artificial legs, he is unable to continue his work as Assistant Manager. He was aged about 26



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years at the time of the accident. Therefore, his future carrier is shattered.

Hence, the learned Tribunal Judge correctly added 40% for future prospects. Hence, this Court is unable to accept the argument of the learned counsel for the appellant insurance company that the learned trial judge committed error in applying 40% for future prospects. In the injury cases calculation of loss of income due to the disability happened due to the accidental injuries has to be calculated for past and future. In the line of the calculation of the future loss of income, there is no bar to apply the future prospect in desirable cases. This case comes under the exceptional case where the injured claimant was working as Assistant Manager at the age of 25 years and hence, he has lost his further promotion avenue and is also at the risk of losing his job. Therefore, this Court affirms the calculation of the learned Tribunal Judge that the injured is entitled to future prospects and the same would be Rs.24,472/- per month. The learned Tribunal Judge, correctly applied the multiplier of 18, considering the age of the injured as 25.

9. Medical Expenditure:

The learned Tribunal Judge upon perusal of all medical bills,



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granted medical expenditure of Rs.9,35,115/-. Due to the injuries and the amputation of both legs, the injured had taken treatment as inpatient from 01.11.2022 to 30.12.2022. To prove the daily intake of medicines and other expenditure, he produced the evidence and also examined the hospital authorities. In the said circumstances, this Court finds no reason to reject the case of the claimant to grant the medical expenditure of Rs. 9,35,115/-. Further, the insurance company has not raised any objection to mark medical bills/Ex.P4, discharge summary/Ex.P3, Out patient Slips/Ex.P6, Out patient Bills/Ex.P7 and the hospital authorities also were examined. Therefore, this Court has no reason to doubt the genuineness of the documents. Hence, the learned trial Judge correctly granted a sum of Rs.80,48,067/-.

10.Discussion on Medi-claim:

10.1. The learned counsel appearing for the insurance company has submitted that the learned tribunal judge failed to reduce the “*medicclaim insured amount*” in the medical expenditure incurred by him.

10.2.Life always full of uncertainties. Medical emergency is one of the limb of the uncertainties. One cannot expect to lead the day to day life



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without any medical treatment. Sudden illness will lead the family into miserable condition. Even in some incidents, there was loss of life due to economic condition (emergency). To alleviate the said unexpected health issue and consequential financial burden, the people choose mediclaim policy. The people voluntary opt the same by making contract with insurance company to meet out medical expenditure upon making periodical payment of premium. In the said contract, the mediclaim policy holder is entitled to reimbursement of the expenses that has been incurred by him in the course of the treatment undergone due to the sudden medical illness. The said reimbursement is arising out of contractual obligation. This contractual reimbursement amount could not be constructed as pecuniary advantage which cannot be taken advantage by the tortfeasor to deduct the said amount from statutory compensation under the Motor Vehicle Act.

10.3.Before introduction of the mediclaim policy, the similar question of deduction of the amount received from the insurance company under the insurance policy has arisen in the celebrated case of ***Bradburn Vs. Great Western Rly. Co.*** reported in ***(1874) L.R. 10 Exch***. The court has rejected the stand that the insurance benefits received by

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railway accident victim were sought to be included in mitigation of damages on behalf of the defendant-railway with the following reasoning:-

“... there would be no justice or principle in setting off an amount which the plaintiff has entitled himself to under a contract of insurance, such as any prudent man would make on the principle of, as the expression is ‘laying by for a rainy day’ ... It is true that there must be the element of accident in order to entitle him to the money; but it is under and by reason of his contract with the insurance company, that he gets the amount; and I think it ought not, upon any principle of justice, to be deducted from the amount of the damages proved to have been sustained by him through the negligence of the defendants.”

10.4. The ratio in ***Bradburn's case*** had affirmed by the House of Lords in the case of ***Perry v. Cleaver*** reported in ***1969 A.C.J. 363***. Therein Lord Reid succinctly summed up the rationale for excluding insurance benefits as under:

“As regards moneys coming to the plaintiff under a contract of insurance, I think that the real and substantial reason for disregarding them is that the plaintiff has bought them and that it would be unjust and unreasonable to hold that the money which he



prudently spent on premiums and the benefit from it should enure to the benefit of the tortfeasor. Here again I think that the explanation that this is too remote is artificial and unreal. Why should the plaintiff be left worse off than if he had never insured? In that case he would have got the benefit of the premium money; if he had not spent it he would have had it in his possession at the time of the accident grossed up at compound interest. I need not quote from the well-known case of Bradburn v. Great Western Ry. Co..”

10.5.The above settled issue was also raised by the insurance company before the Hon'ble Supreme Court in the case of ***Helen C.Rebello (Mrs.) and others vs. Maharashtra State Road Transport Corporation and another*** reported in ***(1999) 1 SCC 90***:and the Hon'bel Supreme after considering the above principles has held that

37....the life insurance of the deceased is not deductible from the compensation computed under the Motor Vehicles Act...

10.6.The said principle laid down in the ***Helen C.Rebello (Mrs.) and others vs. Maharashtra State Road Transport Corporation and another*** reported in ***(1999) 1 SCC 90*** has been reiterated and applied in the case of compassionate appointment, in the case of pensionary benefit



or gratuity by the Hon'ble supreme Court in the following cases:-

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10.6.1. In the case of ***Vimal Kanwar v. Kishore Dan BI*** reported in ***(2013) 7 SCC 476 at page 485:***

Compassionate appointment may have nexus with the death of an employee while in service but it is not necessary that it should have a correlation with the accidental death. An employee dies in harness even in normal course, due to illness and to maintain the family of the deceased one of the dependants may be entitled for compassionate appointment but that cannot be termed as “pecuniary advantage” that comes under the periphery of the Motor Vehicles Act and any amount received on such appointment is not liable for deduction for determination of compensation under the Motor Vehicles Act.

10.6.2. In the case of ***National Insurance Co. Ltd. v. Rekhaben,*** reported in ***(2017) 13 SCC 547 at page 554***

23....compensation is claimed from the owner of the offending vehicle who is different from the employer who has offered employment on compassionate grounds to the dependants of the deceased/injured. The source from which compensation on account of the accident is claimed and the source from which the compassionate



employment is offered, are completely separate and there is no co-relation between these two sources. Since the tortfeasor has not offered the compassionate appointment, we are of the view that an amount which a claimant earns by his labour or by offering his services, whether by reason of compassionate appointment or otherwise is not liable to be deducted from the compensation which the claimant is entitled to receive from a tortfeasor under the Act. In such a situation, we are of the view that the financial benefit of the compassionate employment is not liable to be deducted at all from the compensation amount which is liable to be paid either by the owner/the driver of the offending vehicle or the insurer.

10.6.3. In the case of ***Sebastiani Lakra v. National Insurance Co.***

Ltd., reported in ***(2019) 17 SCC 465 at page 472***

12. The law is well settled that deductions cannot be allowed from the amount of compensation either on account of insurance, or on account of pensionary benefits or gratuity or grant of employment to a kin of the deceased. The main reason is that all these amounts are earned by the deceased on account of contractual relations entered into by him with others. It cannot be said that these amounts accrued



to the dependants or the legal heirs of the deceased on account of his death in a motor vehicle accident. The claimants/dependants are entitled to “just compensation” under the Motor Vehicles Act as a result of the death of the deceased in a motor vehicle accident. Therefore, the natural corollary is that the advantage which accrues to the estate of the deceased or to his dependants as a result of some contract or act which the deceased performed in his lifetime cannot be said to be the outcome or result of the death of the deceased even though these amounts may go into the hands of the dependants only after his death.

10.6.4. Even after the said clear enunciation of the principle laid down by the Hon'ble Supreme Court without any ambiguity, the learned counsel appearing for number of insurance companies has thrown the said stone to reap the fruit of the deduction of the mediclaim amount in the motor vehicle accident compensation amount.

10.6.5. The issue of deduction of the mediclaim amount has been considered by the ***Hon'ble Thiru Justice Mohan Shantanagoudar*** (as he then was) in the case of ***Shaheed Ahmed Vs. Shankaranarayana Bhat and another*** reported in ***ILR 2008 Kar 3277*** in detail upon consideration



of the various precedents reported in *the case of Helen C Rebello and others Vs. Maharashtra State Road Transport Corporation and another* reported in *1999 ACJ 10*; in the case of *B.Parimala vs. Riyaz Ahmed* reported in *2002 ACJ 154*; in the case of *Leela Gupta and others vs. State of U.P.and others* reported in *2005 ACJ 1739*; in the case of *Bhagat Singh Sohan Singh vs Om Sharma and others* reported in *1983 ACJ 203*; in the case of *Madhya Pradesh State Road Transport Corporation and another vs. Priyank* reported in *2000 ACJ 701*; in the case of *Vrajesh Navnitlal Desai vs Bagyam* reported in *2001 ACJ 65*; and has held as follows:

6.... Any amount received or receivable not only on account of accidental death or accidental injuries but also that would have come to the claimant even otherwise, could not be construed to be a 'pecuniary advantage', liable for deduction. Thus, the Mediclaim amount received by the claimant from Sundaram Insurance company in this matter cannot be deducted from out of the total compensation to be paid to the claimant.

7. The amount received by the claimant



herein under Mediclaim policy from Sundaram Insurance Company would not come within the periphery of Motor Vehicles Act to be termed as 'pecuniary advantage' liable for deduction. When we seek the principle of loss and gain, it has to be on similar and same plane having nexus inter se between them and not to which, there is no semblance of any correlation. The insured (deceased/injured) contributes his own money for which he receives the amount, has not correlation to the compensation computed as against the tortfeasor for his negligence on account of the accident. As aforesaid, the amount receivable as compensation under Motor Vehicles Act is on account of injury accidental or accidental death, without making any contribution towards it. If it is so, the fruits of the amount received through contribution of the insured cannot be deducted out of the amount receivable under Motor Vehicles Act. It is to be noted that the compensation payable under Motor Vehicles Act is statutory, while the amount receivable under the Life Insurance Policy or Mediclaim Policy is contractual.



10.6.6.**Hon'ble Thiru Justice R.V.Raveendran** (as he then was), on behalf of the Division Bench of Karnataka High Court in the case of **B.Parimala and others vs. Riyaz Ahmed and others** reported in **2002 ACJ 154** has dealt the similar issue and has held as follows:

14. In Helen Rebello the Supreme Court held that only the pecuniary advantages which accrue to the legal representatives, by reason of the accidental death in the motor accident and not the pecuniary advantages which would arise on account of any other form of death can be taken into account; and that, consequently no deduction can be made on account of receipt of Life Insurance amount received by the heirs of the deceased on account of contract of insurance between the deceased and insurer. In view of it, the deduction of Rs. 2,00,000/- on account of receipt of Life Insurance amount from the amount arrived at compensation, it un-sustainable.

10.6.7.The Division Bench of this court also in the case of **Future General India Insurance Co.Ltd., Vs. Manivannan** reported in **2024(1) TNMAC 598 (DB)** has also declined to accept the similar contention of the learned counsel for insurance company to deduct the mediclaim amount and held as follows :-



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The First respondent has already claimed a sum of Rs.3,60,000/- under Group Accident Insurance Police. The Tribunal considering the judgment of the Karnataka High Court in Rajeshwari G.Bhuyar and others v, Sindhu Travels and another, 2017 ACJ 87, held that the amount claimed by the first respondent under Group Accident Insurance Policy cannot be deducted from the compensation granted towards Medical Expenses and awarded a sum of Rs. 10,60,000/- towards Medical Expenses, which is not interfered with. The amounts awarded by the Tribunal under all other heads are just and reasonable and hence, the same are hereby confirmed.

10.6.8.The Hon'ble Full Bench of the Punjab and Harayana in the case of ***Bhagat Singh Sohan Singh v. Om Sharma***, reported in 1982 SCC OnLine P&H 348 after elaborate discussion and consideration of the on the judgment ***Bradburn v. Great Western Rly. Co. [(1874) L.R. 10 Exch 1. and Perry v. Cleaver reported in 1969 A.C.J. 363. and also the amendment to the fatal accident Act in England to the effect that there***

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*is no deduction is permissible during the course of the determination of the compensation received from the other sources other than the accident claim **has answered the question of deduction of the receipt of insurance, provident fund, pension or gratuity benefits negatively and has held as follows :-***

9. A long line of unbroken precedent had settled the law that in cases of personal injury all sums received by the injured by reasons of public or private benevolence were out of ken for assessing damages. What was true in this class of cases seems to be even more true in the context of insurance benefits received by the injured because these were obviously the results of a contract and the payment of premia by him.

30. To finally conclude, the answer to the question posed at the out-set is rendered in the negative and it is held that the receipt of insurance, provident fund, pension or gratuity benefits by the dependants of the victim of an automobile accident must be altogether excluded from consideration in the award of compensation to them under Section 110-B of the Motor Vehicles Act.



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10.6.9. The motor accident victim has got statutory right and entitled to get just compensation from the tortfeasor as per the motor vehicle Act. The medical reimbursement policy is payment on the basis of the independent contract entered between victim and the insurance company upon making the appropriate payment of premium. Therefore, settlement of the medical expenses under the medical claim policy by way of the medical reimbursement can have no bearing on the right of the claimant to seek compensation towards the medical expenses. It is a separate contract. Policy holder is paying separate premium for the medical insurance policy. Hence, any amount that is claimed and received from the said insurance company in obligation of the contract cannot be deducted from the award passed by the tribunal arising out of the accident. It is based on the principle that the tortfeasor cannot take advantage of the insurance policy taken by the insured claimant. Further, tortfeasor is a stranger to the said mediclaim contract. He is not entitled to claim the said amount on behalf of the victim and he cannot enrich himself with the medical reimbursement. Therefore, this court is not inclined to deduct the mediclaim amount under the mediclaim policy while awarding the medical expenditure. Accordingly, the 2nd question



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answered negatively and consequently confirms the award under the head of medical expenditure of Rs.9,35,115/- without deduction of the mediclaim amount.

11. Loss of Amenities:

The learned trial Judge considering the entire evidence and the damages assessed under this head by putting a money value on the prospective balance of happiness in the years that the injured might have otherwise lived. However, having regard to the uncertainties of life and difficulties in assessment, very moderate sums are awarded under this head. Considering the facts and circumstances of this case and nature of injuries namely both legs above knee were amputated and age of the petitioner, the learned Tribunal Judge awarded Rs.3,00,000/- under the head of loss of Expectation of Life.

12. Pain and Sufferings:

It is well settled law that a particular amount cannot be fixed for pain and sufferings in all the cases and it varies from case to case. A judicial notice can be taken to the fact that since the petitioner had got injuries as aforesaid, he might have suffered acute pain and sufferings



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owing to the said injuries. He would have taken heavy dose of anti-biotics etc., and also might have remained without movements of his body for a period. High Court of Delhi in the case of ***Sathya Narain Vs. Jai Kishan***, has held as follows:

“On account of pain and suffering, suffice would it be to note that it is difficult to measure pain and suffering in terms of a money value. However, compensation which has to be paid must bear some objective co-relation with the pain and suffering.

The objective facts relatable to pain and suffering is as follows:

- (a) Nature of injury*
- (b) Body part affected*
- (c) Duration of the treatment”*

Hence, the learned tribunal Judge correctly awarded a sum of Rs.3,00,000/- under the head of pain and sufferings.

13. Loss of marital Prospects:

The life without marriage is like a car without garage.

The first respondent herein came into the box and deposed that due



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to the accident, his both legs were amputated and further painfully deposed that no one will come forward to marry him. In the said circumstances, the learned trial Judge, correctly awarded a sum of Rs. 2,00,000/- under the head of loss of marital prospects.

14. Attender charges:

The Injured claimant deposed that due to the amputation of his both legs above knee, he is forced to live with prosthetic legs. Even after that he is unable to do his daily routine without the help of others. Therefore, the attendant charges are to be calculated and for the same a sum of Rs.25,000/- was correctly awarded under the head of Attender Charges.

15. Transportation Expenses:

The learned Tribunal Judge has considered the place of accident and the place of taking treatment, and has awarded a sum of Rs.20,000/- towards transportation charges.

16. Extra Nourishments:

The learned Tribunal Judge, is correct in awarding a sum of Rs.



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30,000/- for providing extra nourishing, vitamin enriched diet to the patient for speedy recovery of the injured claimant.

17. Damages to Clothes and other Valuables:

Due to the accident, the clothes and the belongings of the injured are damaged. Therefore, the learned Tribunal Judge correctly awarded a sum of Rs.2,000/- under the head of damages to clothes and other valuables.

18. Purchasing the Artificial Leg:

Due to the said accident, the injured claimant's both legs were amputated. Therefore, the he purchased the prosthetic leg from above knee from Endolite India Limited, Madurai, for which, he produced the Invoice Bill, which was marked as Ex.X.6. Upon considering the same, the learned Tribunal Judge has correctly awarded a sum of Rs.4,50,000/-.

19. Future Medical Expenses:

Due to the accident, the injured has fixed prosthetic leg and the same has to be maintained till his life time. It is no doubt that the injured claimant has fixed an prosthetic limb. It is needless to say that prosthetic



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device will collect dirt, debris, dust and sweat, like any mechanical device and the artificial limb will show signs of wear and tear. Certainly, it needs to be repaired or maintained properly. Otherwise, it would cause problem to his residual limb and he may incur expenses for maintaining artificial leg. Therefore, by considering the same, the learned Tribunal Judge has awarded a sum of Rs.2,00,000/- for maintenance of artificial leg till his life time and the same is just and reasonable.

In all the heads, the learned Tribunal Judge has correctly awarded the compensation. Therefore, this Court is not inclined to reduce the amount awarded by the Tribunal.

20. Conclusion

Accordingly, this Civil Miscellaneous Appeal is dismissed by confirming the award passed by the learned Tribunal Judge. The compensation awarded in M.C.O.P.No.10 of 2021 on the file of the Motor Vehicle Accidents Claims Tribunal/Special Sub Judge, Tiruchirappalli, dated 06.04.2023, is hereby confirmed. The appellant/insurance is directed to deposit the award amount with accrued interest and costs, less any



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amount if already deposited, within a period of eight weeks from the date of receipt of a copy of this order. The injured claimant is entitled to withdraw the compensation amount awarded by the Tribunal with accrued interest and costs by making necessary application before the Tribunal. There shall be no order as to costs. Consequently, connected Miscellaneous Petition is closed.

(V.B.S.J.) (K.K.R.K.J.)
28.10.2024

Index :Yes/No
Internet :Yes/No
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To

- 1.The Special Sub Court,
Motor Accidents Claims Tribunal,
Tiruchirappalli.
2. The Section Officer,
V.R.Section,
Madurai Bench of Madras High Court,
Madurai.



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V.BHAVANI SUBBAROYAN.J.,

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