



C.M.A.No.117 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.02.2025

WEB COPY

CORAM

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.M.A.No.117 of 2023

1.Usha

2.Nagarajan

... Appellants

VS.

1.S.Panneerselvam

2.United India Insurance Com.Ltd.,
Silinghi Building, No.134, Greams Road,
Chennai-600 006.

... Respondents

PRAYER: Civil Miscellaneous Appeal is filed under Section 173 of Motor Vehicles Act, 1988, to allow this appeal and to enhance the amount awarded in M.C.O.P.No.638 of 2018 dated 10.08.2022 on the file of Motor Accident Claims Tribunal (Small Causes Court, Special Sub Court No.1), at Chennai.

For Appellants : Mr.S.Ravikumar

For R2 : Mr.V.Dakshanamoorthy

For R1 : Notice Dispensed With



C.M.A.No.117 of 2023

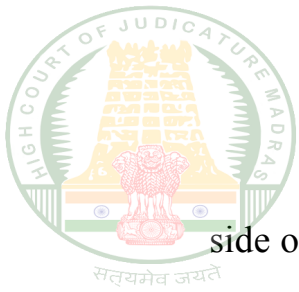
J U D G M E N T

WEB COPY

Not satisfied with the quantum of compensation awarded by the Motor Accident Claims Tribunal, the claimants have come by way of this appeal.

2. It is not in dispute that the son of the claimants namely Sai Krishna was riding a motorcycle bearing Registration No.TN-05-AE-9367 on 26.11.2017 near E.V.R. Salai – Gandhi Irwin Flyover Road Junction from South to North. The Travels bus bearing Registration No. PY-01-CP-0799 belonging to the 1st respondent insured with the 2nd respondent was driven by his driver in a rash and negligent manner and dashed against the motorcycle of the victim. As a result of which, the victim fell down from the vehicle and sustained multiple injuries and died on the spot. The claimants who are the parents of the deceased filed a claim petition seeking compensation of Rs.1,00,00,000/-.

3. Before the Tribunal, the 2nd appellant/2nd claimant was examined as PW.1 and two other witnesses were examined as PW.2 and PW.3. On the



C.M.A.No.117 of 2023

side of the appellants, 16 documents were marked as Exs.P1 to P16. No one was examined on the side of the 2nd respondent and no documents were marked.

4. Based on the evidence available on record, the Tribunal fixed the quantum of compensation of Rs.23,78,000/- and partly allowed the claim petition. Not satisfied with the quantum of compensation fixed by the Tribunal, the claimants have come by way of this appeal.

5. The 1st respondent remained *exparte* before the Tribunal and hence, notice to the 1st respondent is dispensed with.

6. Both the learned counsel appearing for the appellants as well as learned counsel appearing for the 2nd respondent have not advanced any arguments on the question of negligence and liability aspects. Therefore, facts necessary for deciding those questions are not discussed in this judgment.



C.M.A.No.117 of 2023

WEB COPY

7. Heard the learned counsel appearing for the appellants and learned counsel appearing for the 2nd respondent.

8. The learned counsel appearing for the appellants/claimants would submit that at the relevant point of time, the victim was pursuing his final year M.E., course and he was selected in campus recruitment by Software Company known as Infosys and as per the Ex.P15 the terms of contract entered with the said company, the salary of the deceased was fixed at Rs.29,166/- after training period. The Tribunal without appreciating the document in proper perspective, fixed the notional income of the deceased at Rs.15,000/- per month on the ground that at the time of accident, he was not employed. The learned counsel further submits that taking into consideration the campus recruitment documents produced by the claimants, the Tribunal should have fixed the monthly income of the deceased at Rs.22,500/-.

9. The learned counsel appearing for the 2nd respondent/Insurance Company would submit that at the relevant point of time, the victim was only a student and there is no guarantee that he will complete the course and



WEB COPY

join the recruitment. The learned counsel further submitted that as per the Ex.P15, the terms of contract with the recruiter, the victim should undergo training and after completion of the training period only, he would be regularly appointed. Therefore, according to the learned counsel, the Tribunal was justified in fixing notional income of Rs.15,000/- per month.

10. In the case on hand, there is no dispute with regard to the date of accident and at the relevant point of time, the victim was pursuing final year of M.E., Course. The accident had taken place in the year 2017. The official from Infosys was examined as PW.2 and his authorisation letter was marked as Ex.P14. The terms of contract between the deceased and company was marked as Ex.P15.

11. A perusal of the same would indicate that the deceased was recruited in the campus interview and he was offered a job with a salary of Rs.29,166/- per month. As per the said document, the deceased had to join the institution for training on 08.10.2018. At the time of training, his gross salary was fixed at Rs.22,500/- per month. After completion of the training period, his salary would be enhanced to Rs.29,166/- per month. Therefore, it



C.M.A.No.117 of 2023

is clear that the deceased was recruited in campus interview and he was offered with the letter of appointment by a reputed Software Company.

12. As per the terms of agreement with the said Company, which was marked as Ex.P15, the deceased had to join the company on 08.10.2018 and his initial salary during the training period would be Rs.22,500/- per month. It is not in dispute that on the date of accident the deceased was a student. Further, he has to successfully complete the training period before joining the company as a regular employee. Taking into consideration all these factors, this Court deems it appropriate to fix the notional income of the deceased at Rs.22,500/- per month, as per the salary he was offered during the training period. At the relevant point of time, the age of the deceased was 23 years. Therefore, he is entitled to 40% future prospects as per the law laid down by the Apex Court in *National Insurance Company Limited vs. Pranay Sethi and others* reported in (2017) 16 SCC 680. The applicable multiplier would be 18 as per the law laid down by the Apex Court in *Sarla Verma and others vs. DTC and others* reported in (2009) 6 SCC 121. The deceased died as a bachelor. Therefore, 50% of the amount has to be deducted towards his personal expenses. Hence, the loss of dependency is



C.M.A.No.117 of 2023

fixed at Rs.34,02,000/- (Rs.22,500 x 1.4 x 12 x 18 x 1/2 = 34,02,000/-).

WEB COPY

13. The amounts awarded under various other heads like loss of consortium, loss of estate, funeral expenses are in tune with the law laid down by the Apex Court in *National Insurance Company Limited vs. Pranay Sethi and others* reported in (2017) 16 SCC 680. Therefore, the same are confirmed. Accordingly, the award passed by the Tribunal is modified as follows:-

Sl. No.	Description	Compensation awarded by the Tribunal	Compensation awarded by this Court	Remarks
1.	Loss of Dependency	Rs.22,68,000/-	Rs.34,02,000/-	Enhanced
2.	Loss of Consortium	Rs.80,000/-	Rs.80,000/-	Confirmed
3.	Loss of Estate	Rs.15,000/-	Rs.15,000/-	Confirmed
4.	Funeral Expenses	Rs.15,000/-	Rs.15,000/-	Confirmed
	Total	Rs.23,78,000/-	Rs.35,12,000/-	Enhanced by Rs.11,34,000/-

14. In view of the discussions made earlier, the compensation awarded by the Tribunal is enhanced from Rs.23,78,000/- to Rs.35,12,000/-. The 2nd respondent/Insurance Company is directed to deposit the enhanced



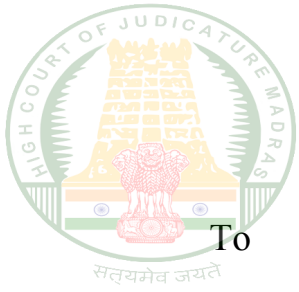
C.M.A.No.117 of 2023

award amount of Rs.35,12,000/- together with interest at the rate of 7.5% per annum from the date of claim petition to the date of realisation, after deducting the amount already deposited, if any, to the credit of M.C.O.P.No.638 of 2018 on the file of the Motor Accident Claims Tribunal (Special Sub Court No.1), Small Causes Court, Chennai, within a period of four weeks from the date of receipt of copy of this judgment. On such deposit, the appellants/claimants are entitled to withdraw the award amount by making formal application.

15. With the above direction, the Civil Miscellaneous Appeal is allowed. The appellants are directed to pay additional court fee proportionate to the amount awarded in this appeal. No costs.

20.02.2025

Index :Yes
Speaking order :Yes
Neutral Citation :Yes
dm



C.M.A.No.117 of 2023

To

WEB COPY

- 1.The Motor Accident Claims Tribunal
(Small Causes Court, Special Sub Court No.1),
Chennai.
- 2.The United India Insurance Com.Ltd.,
Silinghi Building, No.134, Greams Road,
Chennai-600 006.
- 3.The Section Officer,
VR Section,
High Court, Madras.



WEB COPY



C.M.A.No.117 of 2023

S.SOUNTHAR, J.

dm

C.M.A.No.117 of 2023

20.02.2025