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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on :05.11.2025

Pronounced on :13.11.2025

CORAM

THE HONOURABLE Dr. JUSTICE G.JAYACHANDRAN

and

THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR

C.M.A.No.2882 of 2021

and

C.M.P.No.16571 of 2021

United India Insurance Company Ltd.,
Represented by its Divisional Manager,
Third Party Claims HUB,
No.81, 2nd Floor, Katpadi Road,
Vellore.

...2nd Respondent/Appellant

/versus/

1.Ammu, aged about 35 years,
W/o Late Pandiyan

2.Sumitha, aged about 19 years,
S/o Pandiyan

3.Subash Chandra Bose,

1/30



Aged about 17 years, D/o Pandiyan

4.Sumitha,

Aged about 15 years, D/o Pandiyan,

All are residing at

Koothandava Kovil Street,

Valayampattu Post,

Vaniyambadi Taluk,

Vellore District.

Respondents 3&4 are declared as major and their next friend and mother Ammu is discharged from guardianship vide Court order dated

19.12.2023 made in C.M.P.Nos.20875 and 20879 of 2023 in C.M.A.No.2882 of 2021 by RSMJ and NSJ)

..Petitioners

5.Indirani, W/o Nagendiran,

residing at No.1/23

Valayampattu Village and Post,

Vaniyambadi Taluk.

..1st Respondent/Respondents

Civil Miscellaneous Appeal has been filed under Section 173 of Motor Vehicles Act, 1988, against the award and decree dated 28.10.2020 made in M.C.O.P.No.53 of 2016 on the file of the Motor Accidents Claims Tribunal(Subordinate Judge), Vaniyambadi.

For Appellant :Mr.D.Bhaskaran



For Respondents :Ma.Pa.Thangavel for
Mr.T.S.Baskaran for R1 to R4
No appearance for R5

JUDGMENT

DR.G.JAYACHANDRAN,J.

The Appeal is directed against the award passed by the Motor Accident Claims Tribunal, Subordinate Judge, Vaniyambadi in M.C.O.P.No. 53 of 2016, vide order dated 28.10.2020.

2. The Appellant is the Insurer of the Eicher Tractor bearing registration No:TN 23- BW 6974 (FIR, Insurance policy and RC indicates the vehicle Number is TN 23 BW 6978) used for carrying sewage. The owner of the vehicle is one Indirani, W/o Nagendiran. The accident victim Pandian was working as a cooliee under her for loading and unloading the sewage. The claimants are the wife and 3 children of late Pandian.

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3. On 12.10.2015, at about 16.00 hrs. inside 'Vani Tech Company', Valayampatti Campus, after loading sewage and proceeding to unload, the tractor capsized after the driver of the tractor lost control due to the sudden bursting of the front wheel tyre. In the said accident, the victim Pandian, who was travelling in the tractor next to the driver got crushed. He was admitted in the hospital for treatment but succumbed to the injuries on 26.10.2015.

4. Case was registered by the Vaniyambadi Taluk Police in Crime No:267 of 2015, under Sections 279 and 304-A IPC against the driver of the tractor for causing death due to rash and negligent driving. Claiming compensation of Rs.20 lakhs, the claim petition laid.

5. The Insurance company/the appellant herein contested the claim both on liability and quantum. The complaint to the police given by the sister of



the victim was only on 27.10.2015, the next to the death and not on the date of accident ie 12.10.2015. The complaint given belatedly without assigning any reason for delay by a person, who is admittedly not a witness to the accident, cannot be relied upon for the date, time and the cause of accident.

6.The vehicle bearing registration No:TN 23 BW 6974 is a tractor with a single seat for driver meant for agricultural purposes only. It is not for transporting sewage. The insurance coverage is only for the tractor and not for the trailer or any attachment to it. Additional premium of Rs.50/- is paid by the owner only to cover the driver and not others. Since the co-traveller is not covered, the insurer is not legally liable to indemnify the owner of the vehicle. Except the driver, no additional seating is permitted for the said vehicle. The claimants admit that the victim was travelling in the tractor sitting in the driver seat along with the driver. This is violation of policy condition as well as permit condition. The accident occurred inside the private premises and it was not a road accident for insurance coverage.



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7.The Tribunal considering the rival submissions and after examining PW-1, PW-2 and documents Ex.P-1 to Ex.P-18 relied by the claimants and the oral evidence of RW-1 and RW-2, the documentary evidence Ex.R-1, awarded compensation of Rs.23,76,000/- with interest at the rate of 6% interest and ordered the insurance company to pay the same and recover from the owner of the vehicle.

8.Mr.D.Bhaskaran, the Learned Counsel for the appellant submitted that, the Tribunal failed to adjudicate the liability aspect properly. It has ignored the terms of insurance policy and permit given to the vehicle. Relying on overruled judgment, the Tribunal had awarded compensation and ordered 'pay and recovery'. As per The RC book for the vehicle, the seating capacity is only one (i.e) for the driver. The permit is only for agricultural purpose and not for commercial purpose to transport sewage. The vehicle is not designed to carry any person other than the driver. The policy covers only



third party risk under IMT 28. Un-authorised passengers are not covered in the policy.

9. In support of his argument, the following judgments are relied:-

(i) In ***HDFC ERCO General Insurance Co Ltd –vs- Bhagya Rekha & others in C.M.A.No,1893 of 2020 dated 19.07.2023***, this Court has held that:

“IFFCO-TOKYO GENERAL INSURANCE CO.LTD. V. G.RAMESH (2012(1)TN MAC 820), this Court referring Asha Rani's case and other judgments, has held as follows:-

“The question as to whether the Insurance Company is statutory liable to cover the liability in respect of risk of gratuitous passenger, is clearly laid down by the Hon'ble Apex Court in Asha Rani's case by reversing the earlier decision in Saptal Singh's case and further question as to whether the doctrine of “pay and Recover” theory, which is applied till then, by directing the insurer to satisfy the award and to recover the amount from the insured even though the insurer was not statutorily required to cover



the liability in respect of such passengers carried in goods vehicle, is clarified in Full Bench Judgment of our High court. As per which, after the decision of Baljit Kaur's case rendered on 06.01.2004 no such direction can be issued by the Trial Court to the insurance Company on the principle of "Pay and Recover" relating to the liability in respect of risk of gratuitous passenger travelling in a goods vehicle and no Trial Court is expected to decide contrary to the decision made thereon".

(ii) In United India Insurance Co Ltd –vs- Lakshmanan and others in C.M.A.No.496 of 2021 dated 03.08.2023, this Court observed that "Rule 28 of the Central Motor Vehicle Rules contains a direction prohibition on persons, being allowed to travel in the mudguard of the Tractor. When there is a statutory violation that persons, who travels in the mud-guard is unauthorised passenger, we cannot burden the Insurance Company with liability when it is not required to cover the risk of an unauthorised passenger."



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(iii) In ***Bharathi AXA General Insurance Co Ltd –vs- Aandi and others reported in [2018 (2) TN MAC 731(DB)]***, this Court, in Para No.45, has observed as under:-

45. In Oriental Insurance Co.Ltd. v. Brij Mohan & ors., 2007(2) TN MAC 66(SC);2007(7)SCC 56, the Hon'ble Supreme Court held that the intention of the Parliament was that the words “any person” occurring in Section 147, will not cover all persons, who are travelling in a goods carriage in any capacity whatsoever. It was also found that the Tractor in question was used for Non-Agricultural purpose, though, it had permit for Agricultural purpose only. After having held that the Insurance Company cannot be statutorily made liable, the Hon'ble Supreme Court chose to exercise its power under Article 142 of the Constitution of India to direct the Insurance Company to pay the Compensation and gave liberty to it to recover the same from the Insured/Owner of the Tractor. We do not think that the said decision could be used as a precedent to enable us to direct the Insurance



Company to pay with liberty to recover the Compensation in respect of an injury caused to a person, who is found to be a Gratuitous Passengers or a Passenger for hire or reward in a Good Vehicle.”

(iv) In ***Gandhilingappa and others v. K.Guleppa and others reported in [2021(2)TNMAC 116(FB)(Kar.)]***, wherein the High Court of Karnataka has held in para No.22, which reads as below:-

“22.The Road Regulations have been framed by the Central Government in exercise of its powers under Section 118 of the M.V.Act Section 118 of the M.V.Act which is under Chapter-VIII deals with the control of traffic. Section 118 empowers the Central Government to make Regulations for the driving of Motor Vehicles by a Notification in the Official Gazette. Regulation 28 of the Road Regulations which deals with driving of Tractors and goods vehicles reads thus:

“28.Driving of Tractor and Goods vehilces-A Driver when driving a Tractor shall not carry or allow any person to be carried on the Tractor. A Driver of Goods Carriage shall not carry in the Driver's cabin more number



of persons than that is mentioned in the Regulation Certificate and shall not carry passengers for hire or reward”.

Hence, by virtue of the above Regulation, a Driver of a Tractor is not permitted to carry or allow any person to be carried on a Tractor including on its mud-guard.”

10. Per contra, Mr. Ma.Pa. Thangavel, the Learned Counsel for the respondents/claimants submitted that, the deceased victim was travelling in the tractor as loadman. He falls under the category of 'Employee' as defined under Section 2(dd) of the Employee's Compensation Act, 1923. The vehicle is a special type vehicle fitted with a tanker for transporting sewage. For loading and unloading the sewage, the victim was employed by the owner of the vehicle. The additional premium paid for driver is enough to cover the loadman. The delay in lodging FIR was not the fault of the claimants. The hospital authorities failed to report the matter immediately to the police which is mandatory. The accident occurred inside the private premises, is not excluded from claiming compensation, since the accident involved a motor



vehicle. Referring Section 147 of Motor Vehicles Act, 1988, Section 2(dd) of Employees Compensation Act, 1923 and the following judgments sought for dismissal of the appeal.

(i) In ***Shivaraj –vs- Rajendra & another reported in [(2018)10SCC 432]***, the Hon'ble Supreme Court has held in para 10 as under:-

“10. The High Court, however, found in favour of respondent 2 (insurer) that the appellant travelled in the tractor as a passenger which was in breach of the policy condition, for the tractor was insured for agriculture purposes and not for carrying goods. The evidence on record unambiguously pointed out that neither was any trailer insured nor was any trailer attached to the tractor. Thus, it would follow that the appellant travelled in the tractor as a passenger, even though the tractor could accommodate only one person, namely, the driver. As a result, the Insurance Company (Respondent 2) was not liable for the loss of injuries suffered by the appellant or to indemnify the owner of the tractor. That conclusion reached by the High Court, in our opinion, is unexceptionable in the fact situation of the present case.”

(ii) In ***Anu Bhanvara & others –vs- IFCO TOKIO GENERAL INSURANCE Co. Ltd. & others reported in [(2020) 20 SCC 632]***, the



Hon'ble Supreme Court held in para 9, which is extracted as below:

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“9.The next question is as to which of the respondents, that is, the owner and driver, or the insurer of the vehicle, would be liable for payment of such compensation. As regard the liability for payment of compensation, it has been contended by the learned counsel for the appellants that since the vehicle was admittedly insured with respondent 1 insurance company, the principle of pay and recover would be invoked even in case of gratuitous passenger in a goods vehicle. The insurance company should thus be made liable for the payment of compensation to the appellants and in turn they would have the right to realise/recover the same from the owner and driver of the vehicle. In support of his submission, the learned counsel for the appellants has relied on the following decisions of this Court, namely, Manuara Khatun v. Rjesh kumar Singh [(2017)4 SCC 796], Puttappa v.Rama Naik [2018 SCC Online SC 3496], National Insurance Co.Ltd., v. Saju P.Paul[(2013)2 SCC41]; New India Assurance Co.Ltd., v. Vimal Devi [2010 SCC Online SC 49]; National Insurance Co.Ltd v. Challa Upendra Rao [(2004)8 SCC 517], New India Assurance Co.Ltd. v. C.M.Jaya [(2002) 2 SCC 278] and Amrit Lal Sood v. Kaushalya Devi Thapar [(1998) 3 SCC 744]”

(iii)In ***Royal Sundaram Alliance Insurance Co Ltd –vs- Honnamma***



& others reported in [2025 (1) TN MAC 783 (SC)], wherein the Hon'ble

Supreme Court held in paragraph No.10 as under:-

10. On a careful reading and analysis of the decision in Amrit Lal Sood [(1998) 3 SCC 744] it is clear that the view taken by the Court is no different. In this decision also, the case of Jugal Kishore [(1988) 1 SCC 626: 1988 SCC (Cri) 222] is referred to. It is held:

(i) that the liability of the insurer depends on the terms of the contract between the insured and the insurer contained in the policy;

(ii) there is no prohibition for an insured from entering into a contract of insurance covering a risk wider than the minimum requirement of the statute whereby risk to the gratuitous passenger could also be covered; and

(iii) in such cases where the policy is not merely statutory policy, the terms of the policy have to be considered to determine the liability of the insurer.

Hence, the Court after noticing the relevant clauses in the policy, on facts found that under Section II(1)(a) of the policy, the insurer has agreed to indemnify the insured against all sums which the insured shall become legally liable to pay in respect of death of or bodily injury to “any person”. The expression “any person” would undoubtedly include an occupant of the car who is



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gratuitously travelling in it. Further, referring to the case of Pushpabai Purshottam Udeshi [(1977) 2 SCC 745] it was observed that the said decision was based upon the relevant clause in the insurance policy in that case which restricted the legal liability of the insurer to the statutory requirement under Section 95 of the Act. As such, that decision had no bearing on Amrit Lal Sood case [(1998) 3 SCC 744] as the terms of the policy were wide enough to cover a gratuitous occupant of the vehicle. Thus, it is clear that the specific clause in the policy being wider, covering higher risk, made all the difference in Amrit Lal Sood case [(1998) 3 SCC 744] as to unlimited or higher liability. The Court decided that case in the light of the specific clause contained in the policy. The said decision cannot be read as laying down that even though the liability of the Insurance Company is limited to the statutory requirement, an unlimited or higher liability can be imposed on it. The liability could be statutory or contractual. A statutory liability cannot be more than what is required under the statute itself. However, there is nothing in Section 95 of the Act prohibiting the parties from contracting to create unlimited or higher liability to cover wider risk. In such an event, the insurer is bound by the terms of the contract as specified in the policy 15 in regard to unlimited or higher liability as the case may be. In the absence of such a term or clause in the policy, pursuant to the contract of insurance, a limited statutory liability cannot be expanded to make it unlimited or higher. If it is so done, it amounts to rewriting the



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statute or the contract of insurance which is not permissible.

11. The point for determination in this appeal is whether, the appellant has to first pay the compensation awarded to the claimants and then recover it from the vehicle owner, in view of the alleged permit and policy violation ?

12. Ex.P-1 is the FIR dated 27.10.2015 reporting the accident occurred on 12.10.2015 at about 4.00 p.m. The informant is one Thanjammal, who happens to be the sister of the victim Pandian. The complaint lodged only after the death of Pandian, (i.e) 15 days after the accident. As per the FIR, the victim went in the tractor to load sewage from the Tannery 'Vani Tech Company', the front tyre of the tractor busted and Pandian, who was sitting next to the driver Saravanan fell into the sewage drainage. He was taken to the Government Hospital at Vaniyambadi for treatment. Later, he was shifted to the Government Hospital at Chennai. He died in the hospital on

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26.10.2015 at 9.00 p.m.

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13. Karthikeyan (PW-2) claims to be an eye witness to the accident. He in his proof affidavit filed in lieu of chief examination had sworn to the fact that he as driver of another tractor waiting in Vani Tech Company for unloading the leather waste, saw the tractor bearing registration No:TN 23 BW 6978 driven rash and negligently by its driver Saravanan. The tractor capsized due to the bursting of the front wheel tyre. Pandian, who was sitting next to the driver, lost his balance and fell into the sewage channel and sustained injuries. He was taken to the hospital for treatment.

14. The claimants have marked a hand written Accident Register Copy purported to have been issued by G.Haripriya, presumable Doctor in the Out Patient ward. In Ex.P-3, it is recorded that the patient Pandian was brought to the hospital by one Selvam (co-worker), alleged history of upside down of tractor,while he (Pandian) was driving the tractor in side th company on 17/30



12.10.2015 at 4.30 p.m. We see in Ex.P-3, the word 'working' struck off and the words ' driving the tractor' is written. In the AR, there is no reference of bursting of front tyre, which was cause for capsizing. This omission gains relevance because we find that, the tractor alleged to have involved in the accident was not sent for motor vehicle inspection. The owner of the vehicle, who is supposed to inform the police as well as the insurer had not informed about the accident. Therefore, it is not certain whether really the accident was due to the sudden bursting of front tyre or due to any other reason. However, the report of the investigating officer of the insurance company which is marked as Ex.R-1 through its Assistant Manager RW-1 states that the police report indicates the tractor capsized due to the bursting of front tyre suddenly, the driver lost control.

15. Ex.P-2 is the policy note for the vehicle bearing registration No: TN 23 BW 6978 and Ex.P-6 is the RC copy of the said vehicle. The scrutiny of these two exhibits reveals that the tractor involved in the accident is



classified as tractor for Agricultural purposes only. The type of body 'open' with one seat for the driver. The insurance policy is only for third party risks, with additional premium for the paid driver.

16. When the permit and policy for the offending vehicle does not mandate the insurance company to pay compensation for the claimants, the Tribunal has ordered pay and recover.

17. The march of law regarding the judicial principle 'Pay and Recover' capsulated as below :

18. In *New India Assurance Co. v. Kamla* reported in [(2001) 4 SCC 342], the appellant Insurance Company denied liability to the claimant on the ground that the driver of the offending vehicle had no valid driving license, hence, there was breach of policy condition. The Hon'ble Supreme



Court said;- :

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“25.... The insurer and the insured are bound by the conditions enumerated in the policy and the insurer is not liable to the insured if there is violation of any policy condition. But the insurer who is made statutorily liable to pay compensation to third parties on account of the certificate of insurance issued shall be entitled to recover from the insured the amount paid to the third parties, if there was any breach of policy conditions on account of the vehicle being driven without a valid driving licence. Learned counsel for the insured contended that it is enough if he establishes that he made all due enquiries and believed bona fide that the driver employed by him had a valid driving licence, in which case there was no breach of the policy condition. As we have not decided on that contention it is open to the insured to raise it before the Claims Tribunal. In the present case, if the Insurance Company succeeds in establishing that there was breach of the policy condition, the Claims Tribunal shall direct the insured to pay that amount to the insurer. In default the insurer shall be allowed to recover that amount (which the insurer is directed to pay to the claimant third parties) from the insured person.”

19. In ***National Insurance Co. Ltd. v. Swaran Singh*** reported in



[[*(2004) 3 SCC 297*]], Bench of 3 learned Judges, while considering the

question whether a third party involved in an accident is entitled to the amount of compensation granted by the Motor Accidents Claims Tribunal although the driver of the vehicle at the relevant time might not have a valid driving licence, held insurer should pay and would be entitled to recover the same from the owner or driver thereof.

20. Recently, in a case of deviation of route permit by the bus driver, confirmed the pay and recovery order of the Karnataka High Court saying, “the purpose of an insurance policy in the present context is to shield the owner/operator from direct liability when such an unforeseen/unfortunate incident takes place. To deny the victim/dependants of the victim compensation simply because the accident took place outside the bounds of the permit and, therefore, is outside the purview of the insurance policy, would be offensive to the sense of justice, for the accident itself is of no fault of his. Then, the Insurance Company most certainly ought to pay”.



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21. It had also added, “at the same time though, when an Insurance Company takes on a policy and accepts payments of premium in pursuance thereto, it agrees to do so within certain bounds. The contract lays down the four corners within which such insurance policy would operate. If that is the case, to expect the insurer to pay compensation to a third party, which is clearly outside the bounds of the said agreement, would be unfair.” (*K. Nagendra v. The New India Insurance Co. Ltd., and others reported in 2025 INSC 1270*)

22. In this case, Ex.P-1 policy indicates that the vehicle owner under IMT 28 had paid basic premium for third party risk and additional premium for the driver and/or conductor and / or cleaner employed in connection with the operation of insured vehicle. The case of the learned counsel for the claimants is that, the deceased as load man covered under the policy.



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23. This argument is not sustainable, since the design of the vehicle is single seated open vehicle. That seat is for driver and coverage is only for driver. The tractor registered for agricultural purpose, carrying sewage is not within the operation of the vehicle for which it is meant and registered. In *Shivaraj –vs Rajendra and another(cited supra)* relied by the Learned Counsel for the claimants, the policy cover was for 1 + 4 persons, therefore, the Hon'ble Apex Court reversed the dismissal of the claim by the High Court and upheld the Tribunal award granted to the claimants ordered pay and recovery. This is a case of passenger travelled in the trailer attached to a tractor with one seat.

24. In so far as mudguard travel, the Division Bench of this Court following *Asha Rani case (2004 (2) TN MAC 387 (SC))*, in *IFFCO TOKYO General Insurance Co –vs- V.G.Ramesh (cited supra)* and in *HDFC ERGO General Insurance Co. Ltd. –vs- Bhagaya Rekha (cited supra)*, has held that 'pay and recovery' principle cannot be applied. Another Division Bench of



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this Court in *Bharathi AXA General Insurance Co –vs- Aandi and others* (cited *supra*) had categorically held that, 'Pay and Recover', as statutorily recognised in Section 149(4) and (5), not applicable *ipso facto* to passengers in Goods Vehicle, unless such passenger is owner or agents of the owner of goods. In *Aandi judgment*, it is clarified that the judgments of the Hon'ble Supreme Court in *Sivaraj –vs- Rajendra and others* (cited *supra*) rendered by two Judges Bench cannot be taken as precedent, in view of the larger Bench decision in *Asha Rani and Baljit Kaur cases*.

25. Coming to Section 147 of the Motor Vehicles Act, 1988, on a plain reading of Sub-clause (1) of Clause (b) of the Sub-Section 1 of Section 147, the words 'carried in the vehicle' must be held to be qualifying 'owner of the goods' or 'his authorised representative'.

Section 147(b)(1) reads as under:-

(1) against any liability which may be incurred
by him in respect of the death of or bodily injury to



any person, including owner of the goods or his authorised representative carried in the vehicle or damage to any property of a third party caused by or arising out of the use of the vehicle in a public place.

26. Section 147 provides for mandatory insurance. The policy of insurance in terms of the said provision must be in relation to the person or classes of person specified in the policy sought to be insured. The insurance would be against any liability which the insured incurs.

27. Thus, the Insurance Policy should, *inter alia*, be in respect of death or bodily injury of the person carried in the vehicle. Such person may be the owner of the goods or his authorised representative.

28. To conclude, we are of the view, the expression, 'any person' occurring in Section 147, will not cover all persons travelling in the tractor.

The extra premium paid under IMT 28 covers only the



driver/conductor/cleaner. This cannot be extended to a person travelling in the tractor next to the driver alone. More particularly, when the vehicle is designed with single seat meant for the driver. The Hon'ble Supreme Court in exercise of its power under Article 142 of the Constitution of India in exceptional cases had applied the principle of pay and recover in cases lacking contractual obligation on the part of the Insurance Company, taking into consideration of other socio-economic factors in order to do complete justice.

29. In this case, as observed, the accident was reported to the police after 15 days. The case of the claimants is that the victim lost balance and fell into the sewage drain from the tractor. Except a hand written AR copy with no seal or indication from where it emanated and the death certificate there is no evidence to know the cause of death or the nature of injuries the victim sustained. The tractor registered for agricultural purpose and not for commercial use. The Counsel pleads that it is specially designed vehicle for



carrying sewage. If so, the same will be reflected in the RC. On examining the RC as well as the investigation report Ex.R1, we find no such indication.

Hence, we find, a clear violation of permit condition. The terms of the insurance policy and the premium paid does not cover any person travelling in the tractor, except the driver. As the Hon'ble Supreme Court observed in its recent judgment rendered in *Nagendra –vs- United India Insurance Company reported in [2025 INSC 1270]*, the Insurance Company takes on a policy and accepts payments of premium in pursuance thereto, it agrees to do so within certain bounds. The contract lays down the four corners within which such an insurance policy would operate. If that is the case, expecting the insurer to pay compensation to a third party, which is clearly outside the bounds of the said agreement, would be unfair.

30. As a result, **C.M.A.No.2882 of 2021 is allowed.** The award passed in M.C.O.P.No.53 of 2016 dated 28.10.2020 to the extent of ordering the appellant to pay and recover alone is set aside. The claimants – Respondents



are at liberty to proceed against the owner of the vehicle, who is the first respondent in the claim petition/Appeal. Consequently, connected

Miscellaneous Petition is closed. No order as to costs.

(Dr.G.J.J.) & (M.S.K.J.)

13.11.2025

Index:yes

Internet:yes

Speaking order/non speaking order

Neutral citation:yes/no

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To

The Motor Accidents Claims Tribunal
(Subordinate Judge), Vaniyambadi.



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Dr.G.JAYACHANDRAN, J.
and
MUMMINENI SUDHEER KUMAR,J.

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Delivery Judgment made in
C.M.A.No.2882 of 2021
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13.11.2025