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CMA No. 1913 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-07-2025

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THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

CMA No. 1913 of 2025

AND

CMP NO. 16770 OF 2025

Neil Jeyaharan Ponniah,

Appellant

Vs

1. Sudha

2.Mahalakshmi (Minor)

3.Suji (Minor)

4.Bharathi (Minor)

5.Muralidharan,

6.G.Samu,

7.Dr.P.Alex,

Respondents



PRAYER:- Civil Miscellaneous Appeal filed under Sec.173 of Motor Vehicle Act, praying to set aside the Judgment and Decree dated 19.11.2024 passed in M.A.C.T.O.P.No.22/2014 on the file of Motor Accident Claim Tribunal/Additional Sub Court Judge at Mayiladuthurai.

For Appellants: Mr.C. Kasirajan

JUDGMENT

Challenging the impugned award passed by the Motor Accident Claims Tribunal/Addl. Sub-Judge, Mayiladuthurai in MCOP No.22 of 2014, dated 19.11.2024, the appellant/1st respondent preferred this Civil Miscellaneous Appeal.

2.The learned counsel for appellant/1st respondent would argues that the tribunal had erroneously fixed the liability upon this appellant based on the Registration Certificate stands in his name without taking note of the fact that already he had transferred his vehicle and executed a sale agreement and delivery note under Ex.R1 and Ex.R2 in favour of 5th respondent Muralidharan



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herein. Thereafter, he sold the vehicle to 6th respondent G.Samu herein and he was the owner of vehicle at the time of accident, besides, the accident was happened due to the negligence driving of 5th respondent/driver of vehicle. But, without considering the sale agreement under Ex.R1 and delivery note issued in favour of subsequent buyer under Ex.R2, the tribunal had fixed the liability in favour of appellant as such is illegal and liable to be set aside.

3. On considering submissions made on the side of appellant, the fact reveals that the documents, which he relied under Ex.R1 and Ex.R2 are only the sale agreement and delivery note, but the vehicle was not transferred properly as required under the Act. However, the Registration Certificate still stands in the name of appellant/1st respondent on the date of accident. So, the delivery note would not constitute the valid transfer of the vehicle. Therefore, since the Registration Certificate stands in the name of appellant on the date of accident, he being the owner irrespective of transfer, the tribunal has rightly fixed the liability upon the appellant/1st respondent and he is liable to pay the compensation as such is valid one, which needs no interference. Accordingly,



this Civil Miscellaneous Appeal is disposed of and the appellant is directed to deposit the award amount as awarded by the tribunal within a period of twelve

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weeks from the date of receipt of copy of this judgment. No costs.

Consequently, the connected Civil Miscellaneous Petition is closed.

22-07-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To

1. Addl. Sub-Judge, Mayiladuthurai.

2. Section Officer, VR Section, Madras High Court.



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T.V.THAMILSELVI J.

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