



C.M.A.No.1249 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.03.2025

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CORAM :
THE HONOURABLE MR.JUSTICE R. SURESH KUMAR
AND
THE HONOURABLE DR.JUSTICE A.D.MARIA CLETE

C.M.A.No.1249 of 2022

M/s.Reliance General Insurance Company Limited
Rai Tower, 2nd Floor, Plot No.2054
2nd Avenue, Anna Nagar
Chennai – 600 040.

.. Appellant

Vs.

1. Nagajothi
2. G.Gokila Priya (minor)
3. G.Dhanush (minor)
4. Sundarammal
5. M/s.Ramky Enviro Engineers Ltd.
D.No.138, Chennakuppam Village, Sriperumbudur
Kanchipuram – 620 135.

.. Respondents

Prayer: Appeal filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree made in M.C.O.P.No.5747 of 2013 dated 07.06.2019 on the file of the Motor Accidents Claims Tribunal, III Court of Small Causes, Chennai.

For the Appellant : Mr.M.B.Raghavan

For the Respondents : Mr.C.Gunasekaran
for R1 to R4

JUDGMENT

(Judgment of the Court was made by R.SURESH KUMAR, J.)

This civil miscellaneous appeal has been filed against the award passed by the Motor Accident Claims Tribunal, III Court of Small Causes, Chennai in M.C.O.P.No.5747 of 2013 dated 07.06.2019.



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2. It was a fatal road motor accident that occurred on 01.02.2013, result of which, one *P.Gurusamy* died. The legal heirs of the deceased filed M.C.O.P.No.5747 of 2013, seeking compensation of Rs.25 lakhs, which was restricted to Rs.19 lakhs. The Tribunal, after having taken into account the evidences adused by both sides, has awarded a total sum of Rs.24,65,000/- along with interest as well as costs. As against the said award, this appeal has been preferred by the Insurance Company.

3. Today, when the civil miscellaneous appeal is taken up for hearing *Mr.M.B.Raghavan*, learned counsel appearing for the appellant and *Mr.C.Gunasekaran*, learned counsel appearing for the respondents have stated that during the pendency of the appeal, there has been a settlement reached between the parties, which has been reduced into a memo of compromise dated 27.03.2025, according to which, the parties have settled that there shall be a total award for Rs.25 lakhs as full quit. The learned counsel for the appellant insurance Company has also filed the original memo of compromise dated 27.03.2025 before this Court, which reads thus:

"The Appellant and the respondents 1 to 4 agree to the following compromise;

1. In lieu of the award passed by the Tribunal in MCOP No.5747 of 2013 dated 07.06.2019 there



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shall be an award for Rs.25,00,000/- in full quit in favour of the respondents 1 to 4/petitioners payable by the appellant/2nd respondent.

2. Further to the order of interim stay dated 15.06.2022 in CMP No.9208 of 2022 in CMA No.1249 of 2022, the appellant has deposited a sum of Rs.1868891, apart from statutory deposit of Rs.25,000/-. Thus, the appellant has deposited total sum of Rs.18,93,891/- before the Tribunal to the credit of MCOP No.5747 of 2013.

3. The respondents 1 to 4 shall be entitled to withdraw a sum of Rs.25,00,000/- in full quit and the appellant shall be entitled to withdraw the balance amount if any together with any accrued interest out of the amount lying in deposit before the Tribunal.

4. There shall be no other as to interest or costs.

5. The cross-objection filed by the respondents 1 to 4 shall stand dismissed.

6. The court fee paid by the appellant may be refunded under Section 69-A of the Tamil Court Fee Act.



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*Dated at Chennai this the 27th day of March,
2025."*

4. Relying upon the memo of compromise, the learned counsel appearing for the appellant, in fact, has stated that there is some small error in the memo of compromise, where, though it has been stated that only a total sum of Rs.18,93,891/- alone was deposited in the credit of M.C.O.P.No.5747 of 2013, in paragraph 3, it has been mentioned that the respondents 1 to 4 shall be entitled to withdraw a sum of Rs.25 lakhs in full quit and the appellant shall be entitled to withdraw the balance amount, if any, together with any accrued interest.

5. Insofar as the withdrawal of the balance amount, if any, by the appellant, in fact, this does not arise in this case because, as per the present compromise, only Rs.25 lakhs has been arrived at as full quit. Out of which, since Rs.18,93,891/- has been already deposited, the remaining amount have to be deposited by the appellant Insurance Company, where, if that amount is deposited, the total amount of Rs.25 lakhs could be withdrawn by the respondent claimants. Therefore, nothing could be withdrawn further by the appellant as balance amount.



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6. Recording the said submissions made by the learned counsel appearing for the appellant Insurance Company, this Court is inclined to dispose of this civil miscellaneous appeal to the following effect:-

(i) That the award passed by the Tribunal dated 07.06.2019, awarding total compensation of Rs.24,65,000/- with interest and cost, is modified into an award of Rs.25 lakhs as full quit, as per the memo of compromise entered into between the parties dated 27.03.2025.

(ii) Since the appellant Insurance Company admittedly has deposited only a sum of Rs.18,93,891/-, the remaining amount of Rs.6,06,109/- shall be deposited by the appellant Insurance Company to the credit of M.C.O.P.No.5747 of 2013 within a period of four weeks from today.

(iii) On such deposit being made, the entire deposited amount could be withdrawn by the respondent claimants without any further reference to this Court.



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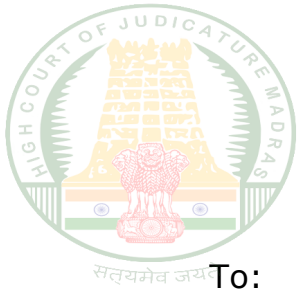
7. The memo of compromise dated 27.03.2025 shall form part of this order.

8. With the above modifications to the impugned award, this civil miscellaneous appeal stands disposed of. However, there shall be no order as to costs. Consequently, C.M.P.No.9208 of 2022 is closed.

(R.S.K., J.) (A.D.M.C., J)
28.03.2025

Neutral Citation:Yes/No

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To:

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1. The Motor Accidents Claims Tribunal
III Court of Small Causes, Chennai.



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R. SURESH KUMAR, J.
AND
A.D.MARIA CLETE, J.

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