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C.M.A. No.2534/2021

**09IN THE HIGH COURT OF JUDICATURE AT MADRAS**

| Reserved on | Pronounced on |
|-------------|---------------|
| 02.01.2025  | 09.01.2025    |

**CORAM**

**THE HONOURABLE MR. JUSTICE M.DHANDAPANI**

**C.M.A. NO. 2534 OF 2021**

**AND**

**C.M.P. NO. 14554 OF 2021**

M.Krishnan

.. Appellant

**- Vs -**

1. Supriya
2. Minor Karunakaran
3. Venkatagiriappa
4. Jayamma
5. Ramesh

6. The Manager  
TATA AIG General Insurance Company Ltd.

Regd. Office : 15<sup>th</sup> Floor, Tower A

Peninsula Business Park

Ganapatrao Kadam Marg

Off : Senapatti Bapat Marg, Lower Parel

Mumbai 400 013.

.. Respondents



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Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988 r/w Order 41 Rule 1 CPC against the order dated 23.06.2020 made in MACTOP No.921 of 2018 on the file of the Motor Accidents Claims Tribunal (Addl. District Court), Krishnagiri.

For Appellant : Mr. A.E.Ravichandran

For Respondents : Mr.Mariappan for RR-1 to 4  
Mr. K.Vinod for R-6  
No Appearance for R-5

### **JUDGMENT**

The owner of the vehicle is before this Court by filing this appeal aggrieved by the judgment of the Tribunal in and by which the Tribunal has fastened the liability on the owner of the vehicle to pay the compensation to the claimants, viz., respondents 1 to 4 for the death of the deceased by holding that the policy at the hands of the owner is not one, issued by the insurer, viz., the 6<sup>th</sup> respondent herein and, therefore, the insurer is not liable to compensate the claimants.

2. The brief facts necessary for the disposal of this appeal are as under :-



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On 4.11.2015 at about 20.00 hours, while the deceased was riding his two wheeler bearing Regn. No.TN-24-F-6014, it is alleged that the tractor bearing Regn. No.TN-24-Y-4507 was parked in the middle of the road without any indicator light or any sort of signal, thereby obstructing the free flow of traffic, due to which the two wheeler driven by the deceased dashed with the tractor in which the deceased sustained grievous injuries. Though the deceased was initially taken to the Government Hospital, Hosur, thereafter, the deceased was sought to be moved to a private hospital for better medical management, but enroute the deceased breathed his last. A case in crime No.415/2015 was registered against the driver of the offending vehicle u/s 279 and 304 (A) IPC. As the death of the deceased had robbed the livelihood of the family, the claimants, viz., the respondents 1 to 4 herein, who are the wife and children of the deceased filed a claim petition in MCOP No.921/2018 claiming a compensation of Rs.50 Lakhs for the death of the deceased.

3. Before the Tribunal, the claimants examined two witnesses as P.W.s 1 and 2 and marked Exs.P-1 to P-18. On the side of the respondents, R.W.1, the law officer of the insurer, viz., the 6<sup>th</sup> respondent herein and R.W.2, the driver of



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the offending vehicle were examined and Exs.R-1 to R-7 were marked. On the basis of the oral and documentary evidence, the Tribunal, while held that the accident had happened due to the rash and negligence of the tractor-trailer, which was parked in the centre of the road and while awarded compensation, however, absolved the insurer from paying the compensation by holding that the policy produced by the owner of the tractor was not issued by the insurer, viz., the 6<sup>th</sup> respondent herein and there was no valid policy for the tractor as the policy produced was a fake policy and, therefore, mulcted the responsibility for payment of compensation on the owner of the tractor, viz., the appellant herein. Aggrieved by the said award directing the owner of the tractor to pay the compensation, the appellant, who is the owner of the tractor, has filed the present appeal.

4. Learned counsel appearing for the appellant submitted that the Tribunal failed to note that the accident was caused due to the rash and negligent driving by the deceased, as the tractor-trailer belonging to the appellant was parked on the left side of the road along with a flashing danger light indicating a parked vehicle. However, without following the rules of driving the deceased had hit the



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parked trailer and sustained injuries and, therefore, the negligence cannot be fastened on the appellant.

5. It is the further submission of the learned counsel that the evidence of P.W.1, P.W.2 coupled with the other materials clearly indicate that it is the deceased, who dashed his two wheeler against the parked trailer and, therefore, the act of negligence is fully on the deceased and, therefore, the appellant is not liable to compensate the claimants.

6. It is the further submission of the learned counsel that the manner of the accident clearly reveal that the deceased is a tort feisor and, therefore, not entitled to any compensation, when it was the clear case that the tractor was parked and that the two wheeler had dashed against the parked tractor, which could only lead to the inference that the rash and negligent driving of the deceased was the cause for the accident.

7. It is the further submission of the learned counsel that the 6<sup>th</sup> respondent insurance company did not take steps to prove that the insurance



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policy is a fake one, not one issued by the 6<sup>th</sup> respondent and the mere giving of complaint to the police would not suffice to absolve the insurance company of its liability to indemnify the insured.

8. It is the further submission of the learned counsel that R.W.1, in his evidence in cross has admitted that Lotus Agency, through which the policy was taken by the appellant, is an authorised agent of the 6<sup>th</sup> respondent and that a single receipt would be issued in respect of the bulk policy papers submitted by the agency and in turn the agency would issue separate receipts to the policy holders. It is therefore the submission of the learned counsel that in line with the said deposition, the appellant had filed Ex.P-3 policy as well as Ex.P-17 receipt to the appellant which clearly proves that the policy was taken by the appellant through Lotus Agency, who is the authorised agent of the 6<sup>th</sup> respondent and, therefore, the 6<sup>th</sup> respondent insurer is liable to indemnify the appellant/owner of the vehicle.

9. It is the further submission of the learned counsel that even according to the evidence of R.W.1, the 6<sup>th</sup> respondent had covered the said vehicle till



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29.3.2015 through the earlier policy and by issuance of Ex.P-3, the cover stood extended from 28.10.2015 to 27.10.2016 and Ex.P-17 shows that the policy was renewed. Though the appellant had filed Ex.P-3 the policy issued by Lotus Agency, the agent of the 6<sup>th</sup> respondent along with the computer generated copy, thereby, discharging his burden of proving the insurance cover for the vehicle, the burden shifts on the 6<sup>th</sup> respondent insurer, who claims that the policy is fake, to establish that the policy produced by the appellant, viz., Ex.P-3 is fake and without discharging its burden, the 6<sup>th</sup> respondent cannot shift the responsibility to the shoulders of the appellant to prove the genuineness of the policy and the Tribunal grossly erred in holding that the 6<sup>th</sup> respondent had discharged its burden that the policy is fake by means of filing the complaint and, therefore, it is not liable to indemnify the appellant.

10. It is the further submission of the learned counsel that the 6<sup>th</sup> respondent has not examined its agent, viz., Lotus Agency or the holder of Ex.R-1, the alleged insurance policy issued by the 6<sup>th</sup> respondent to prove that the policy issued under Ex.P-3 to the appellant is fake. The 6<sup>th</sup> respondent, instead of conducting an enquiry had tried to establish that the insurance policy under Ex.P-



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3 is fake by establishing that the serial number on the policy pertains to some other vehicle, inspite of the fact that the policy was issued by the agent of the 6<sup>th</sup> respondent and, therefore, the 6<sup>th</sup> respondent is vicariously liable and is liable to indemnify the owner of the vehicle.

11. It is the further submission of the learned counsel that in the absence of any material to establish the income and age of the deceased the compensation awarded to the claimants is grossly exorbitant and the same is liable to be interfered with. Accordingly, he prays for allowing the appeal with a direction to the insurance company, viz., the 6<sup>th</sup> respondent to pay the compensation to the claimants on behalf of the owner, viz., the appellant.

12. In support of the aforesaid submission, learned counsel for the appellant relied on the decision of this court in ***National Insurance Co. Ltd., Madras – Vs – M.Mandan & Anr. (2004 (1) NT MAC (DB) 247***.

13. Per contra, learned counsel appearing for the 6<sup>th</sup> respondent submitted that the tractor with trailer, bearing Regn. Nos.TN-24-Y-4507 and TN-



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24-E-5321 was not at all insured with the 6<sup>th</sup> respondent at the time of accident and the policy document, Ex.P-3, produced by the claimant is fake.

14. It is the further submission of the learned counsel that the policy under Ex.R-1 bearing policy No.0155586541 00 00 was issued by the 6<sup>th</sup> respondent to a Toyota Innova Car bearing Regn. No.AP—04-AY-1818 and the said policy carries a validity from 30.10.2015 to 29.10.2016 and to substantiate the same, the policy document, under Ex.R-1 has been marked through R.W.1. However, to substantiate that the appellant had paid the premium to Lotus Agency, which is an authorised agent of the 6<sup>th</sup> respondent, towards which Ex.P-3 the insurance policy has been issued, has not been established by marking the premium paid receipt nor any official of Lotus Agency has been examined to prove that premium was received in respect of the vehicle of the appellant. In the absence of any oral evidence supporting the documentary evidence, Ex.P-3, the stand of the appellant that premium was paid and the policy was issued cannot be countenanced.



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15. It is the further submission of the learned counsel that once the insurer had come forward and claimed that the policy was not issued with regard to the vehicle of the appellant by producing the policy document bearing the very same policy, which is issued for another vehicle, which is outside the State, a duty is cast on the appellant to prove that he has, in fact, paid the premium towards the policy to Lotus Agency by examining the official of the said agency to establish that the policy was indeed issued by the said Agency, which is an authorised agent of the 6<sup>th</sup> respondent so as to attract the insurer to be vicariously liable. However, the appellant has failed to examine the official of the Lotus Agency to establish the payment of premium and issuance of the policy by Lotus Agency and the 6<sup>th</sup> respondent cannot be expected to prove the said policy to be fake. In fact, it is the duty of the appellant to establish the authenticity of the policy by examining the person, to whom the payment was made and who issued the policy and it cannot be transferred to the shoulder of the 6<sup>th</sup> respondent to establish the contra.

16. When the appellant has failed to establish the policy was issued by Lotus Agency on the strength of the premium paid by the appellant by producing



the premium payment receipt, the genuineness of the policy under Ex.R-1 cannot be doubted, when it has been produced by the issuer of the policy.

17. It is the further submission of the learned counsel that the acknowledgement slip under Ex.P-17 produced by the appellant to show the payment of premium by the appellant does not clearly spell out whether the appellant has paid the premium. Ex.P-17 merely shows that a consolidated amount for various policies has been paid by Lotus Agencies, which has been received and it does not show that premium had been paid by the appellant. Unless the appellant establishes the payment of premium by examining the official of Lotus Agencies the acknowledgment of consolidated premium by the 6<sup>th</sup> respondent cannot be taken to mean that the premium paid by the appellant has also been acknowledged.

18. In fine, it is the submission of the learned counsel that the appellant having not established the payment of premium and the policy having not been issued and the policy number shown on Ex.P-3 having been assigned to a different vehicle by the 6<sup>th</sup> respondent, the policy relied on to show that the



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offending vehicle belonging to the appellant stood covered under the said policy is not established and, therefore, the 6<sup>th</sup> respondent is not liable to indemnify the appellant and, accordingly, prays for dismissal of the appeal.

19. Learned counsel appearing for the claimants, viz., respondents 1 to 4 submitted that notwithstanding the genuineness of the policy, which is put in issue, the provisions of the Motor Vehicles Act being a benevolent legislation, enacted to safeguard the interests of the claimants, the Tribunal ought to have directed the 6<sup>th</sup> respondent/insurer to pay the compensation arrived at and, thereafter, to recover the same from the appellant, viz., the owner of the vehicle. Therefore, it is prayed that this Court may pass appropriate orders so that the interests of the claimants, who are suffering the loss of the deceased would be safeguarded.

20. This Court gave its careful consideration to the submissions advanced by the learned counsel appearing on either side and perused the materials available on record as also Exs.P-3, P-17 and R-1, on which much stress has been laid by the learned counsel.



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21. There is no quarrel with the manner in which the accident had occurred. However, the contention and counter contentions are only with regard to the negligence, which, as per the Tribunal, is fastened on the driver of the tractor.

22. The tractor is alleged to have been parked in the middle of the road without any tail/danger lights during night hours and the deceased, coming in his two wheeler, has dashed against the said trailer and sustained grievous injuries and succumbed to the same. In this regard, P.w.2, an eye witness has been examined to speak about the manner of the accident. Though it is contended on behalf of the appellant that the accident is due to the rash and negligent driving of the deceased, however, it is seen through the evidence of P.W.2, who is an eye witness to the occurrence that the tractor was parked in the middle of the road without any glowing tail/danger lights and the deceased who was driving his two wheeler dashed against the stationary vehicle in the thick of the night and sustained grievous injuries. In spite of cross examination, the evidence of P.W.2 could not be shaken by the defence and relying on the said evidence, which is an



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independent testimony, the Tribunal has fixed the negligence on the tractor.

Though R.W.2, the driver of the tractor had been examined, his testimony being an interested testimony and in the absence of any corroborating independent testimony through any other witness, the Tribunal, accepting the evidence of P.W.2 has rightly fixed the negligence on the tractor and this Court does not find any reason to interfere with the same.

23. Similarly, insofar as determination of compensation is concerned, in the absence of any proof of income, the Tribunal has adopted notional income at Rs.9,000/- per month and adding 40% future prospects, taking the age of the deceased at 30 and adopting proper multiplier, the compensation towards loss of dependency has been arrived at Rs.19,27,800/-. The Tribunal has awarded a sum of Rs.40,000/- towards loss of consortium to the 1<sup>st</sup> claimant and a sum of Rs.15,000/- each has been awarded under the heads 'Loss of Estate' and 'Funeral Expenses'. The said sums are just and reasonable and by no stretch could they be said to be exorbitant and in fact the said compensation are based on the ratio laid down by the Apex Court in the case of **National Insurance Co. Ltd. – Vs –**



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**Pranay Sethi (2017 (13) SCALE 12)** and, therefore, the same does not require any interference at the hands of this Court.

24. Now the only and core point that requires the determination of this Court is the genuineness of the policy, Ex.P-3 vis-a-vis Ex.R-1. While according to the appellant Ex.P-3 is a genuine policy issued by Lotus Agency, which is the authorised agent of the 6<sup>th</sup> respondent, according to the 6<sup>th</sup> respondent, Ex.P-3 is a fake policy, as the policy with identical number has been issued by the 6<sup>th</sup> respondent through its Hyderabad Office in respect of an Innova car and, therefore, this policy under Ex.P-3 could not have been issued to the appellant.

25. It is the case of the appellant that premium for the tractor and trailer, bearing Regn. Nos.TN-24-Y-4507 and TN-24-E-5321 was paid with Lotus Agencies, who is the authorised agent of the 6<sup>th</sup> respondent. It is the further stand of the appellant that R.W.1, in his cross, has admitted that Lotus Agencies is the authorised agent of the 6<sup>th</sup> respondent and, therefore, upon receipt of premium by the Lotus Agencies, the 6<sup>th</sup> respondent becomes vicariously liable to indemnify the insured, viz., the appellant.



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26. To substantiate the aforesaid contention, Ex.P-17, the acknowledgment receipt with regard to the premium paid has been submitted. Even a cursory perusal of Ex.P-17 reveals that it is an original acknowledgement for receipt of a sum of Rs.4,47,880/- from Lotus Agencies towards the client transactions, but the details of the individual clients from whom premium has been collected for the purpose of issuance of fresh policy/renewing the policy has not been detailed. It is a consolidated acknowledgment which was paid by way of cheque dated 15.10.2015 towards which the receipt was drawn on 27.10.2015. The said acknowledgment clearly carries the wordings “Premium for various insurance policies”.

27. There could be no quarrel that Lotus Agencies is the authorised agent of the 6<sup>th</sup> respondent and once the appellant establishes that premium has been received by the agent towards renewal of the policy, the 6<sup>th</sup> respondent becomes vicariously liable to indemnify the insured. However, as stated above, though the acknowledgement is for the purpose of premium paid towards various insurance policies, however, there is no specific mention that it also contains the premium



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with regard to the vehicle of the appellant. In the absence of any specific mention in the said acknowledgement card, the same cannot be taken to contain the premium towards the insurance of the tractor belonging to the appellant.

28. Be that as it may. Based on the aforesaid acknowledgment card, Ex.P-3, the policy is alleged to have been issued to the appellant, however, there is stark denial of issuance of the said policy by the 6<sup>th</sup> respondent as deposed by R.W.1. It is the specific deposition of R.W.1 that Lotus Agency is the authorised agency of the 6<sup>th</sup> respondent and that for the premium collected, Lotus Agency will issue receipts to the persons, who have remitted the premium. R.W.1 has further deposed with regard to the query made by the court that no independent investigation was conducted by the 6<sup>th</sup> respondent with regard to the fake policy in view of the police complaint already lodged. R.W.1 has also deposed that the tractor was initially insured with the 6<sup>th</sup> respondent by its erstwhile owner one Ariyappan and the policy was valid through 30.03.2014 to 29.03.2015. R.W.1 has further deposed that subsequent to 29.3.2015, the policy was not renewed with the 6<sup>th</sup> respondent.



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29. It is the further deposition of R.W.1 that on the date of the accident, viz., 4.11.2015, the tractor and trailer were not insured with the 6<sup>th</sup> respondent. However, the appellant had submitted a document claiming that the tractor and trailer were insured with the 6<sup>th</sup> respondent towards which the policy document has been submitted by the claimants. However, the said document, carrying Policy No.0155586541 was not issued to the appellant; rather it was issued to one Giribanu Devirandi at Cuddapah, Andhra Pradesh for the vehicle, Toyota Innova bearing Regn. No.AP-04-AY-1818. R.W.1 has further deposed the manner in which the policies are being issued and that it is a centralised process.

30. In the light of the aforesaid deposition coupled with Exs.P-3 and Ex.R-1 as also the consolidated receipt, Ex.P-17, it transpires that Ex.P-17 cannot form the basis to claim that the appellant had paid the premium to Lotus Agencies, which was in turn paid by Lotus Agencies to the 6<sup>th</sup> respondent, thereby forming part of the acknowledgement receipt, Ex.P-17 issued by the 6<sup>th</sup> respondent. No material has been placed by the appellant to show that he had paid the premium amount to Lotus Agencies, as it is the specific deposition of R.W.1 that on receipt of premium, Lotus Agencies would issue a receipt towards receiving the said



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premium. However, there is no receipt, which has been filed by the appellant, either before the Tribunal or before this Court to fasten vicarious liability on the 6<sup>th</sup> respondent as also to construe that the consolidated premium under Ex.P-17 includes the premium paid by the appellant for insuring the tractor and trailer. In this scenario, a careful perusal of the two policy document, viz., Ex. R-1 submitted by the 6<sup>th</sup> respondent reveal that it was issued in respect of a Toyota vehicle bearing Regn. No.TN-04-AY-1818 on 30.10.2015 at Andhra Pradesh and there is a clear specification that it was issued 'DIRECT' by the 6<sup>th</sup> respondent to the insured, which would be evident from the top portion of the policy document.

31. A perusal of Ex.R-1, the policy issued to the Toyota Innova Car, reveals on the top of the policy the Agent/Broker/Producer Name, wherein it is shown to be "DIRECT", meaning thereby that the policy was directly procured by the insured from the insurance company, viz., the 6<sup>th</sup> respondent and, therefore, the name of the Agent/Broker was not shown.

32. It is the specific case of the appellant that Ex.P-3 policy was procured through Lotus Agencies, which is the agent of the 6<sup>th</sup> respondent. Therefore, for



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all purposes the name of the Agent, who was instrumental in soliciting the policy from the appellant ought to have been shown in the top portion of the policy document, viz., Ex.P-3. A perusal of Ex.P-3 reveals that in the top portion of the policy, the Agent/Broker/Producer name is also shown as “DIRECT”. If really the policy was procured through Lotus Agencies, as alleged by the appellant, then necessarily the agent/broker name ought to stand reflected in the top portion of the policy document. Further, neither the licence code of the Agent/Broker nor their contact number is shown below, which clearly reveals that the policy was not procured through the agent, viz., Lotus Agencies, as otherwise the name would stand reflected in the policy document, as certain benefits that accrue from out of the policy would stand passed on to the agent by the 6<sup>th</sup> respondent.

33. In the above stated scenario, it becomes incumbent on the appellant to have either produced the receipt, which was issued by the Lotus Agencies towards payment of premium for the said vehicle by the appellant so as to establish that the policy was indeed issued for the said vehicle, in which case, not only the 6<sup>th</sup> respondent becomes vicariously liable to indemnify the appellant, but also is bound to establish that the policy, which is alleged to have been fake, is



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indeed fake. However, the appellant has neither produced the premium receipt issued by the Lotus Agencies in support of payment of premium nor examined any official of Lotus Agencies to establish that premium was collected by the agency from the appellant and that the said policy was issued as a consequence of receipt of premium from the appellant by the 6<sup>th</sup> respondent. In such a backdrop, the 6<sup>th</sup> respondent would be mulcted with responsibility to establish the contra, in view of the stand taken. When the appellant has not discharged his initial burden of establishing that he had paid the premium and had obtained the policy, mere averment and a policy document, in the absence of any corroborative piece of evidence would not suffice to hold that the policy was issued by the 6<sup>th</sup> respondent.

34. When the appellant had not taken steps to establish that the policy was indeed issued by the 6<sup>th</sup> respondent for which premium was paid by the appellant to Lotus Agency, the authorised agent of the 6<sup>th</sup> respondent, the mere production of a copy of Ex.P-17, the comprehensive acknowledgement card towards payment of premium for various policies cannot be construed that the vehicle of the appellant was also covered under the said acknowledgement card.



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The premium paid receipt issued by Lotus Agencies coupled with the acknowledgement card alone could establish a link in the issuance of policy and the mere production of an acknowledgment receipt without the premium payment receipt would not suffice to show that the policy was a genuine policy issued in respect of the vehicle of the appellant. When the appellant has not adduced proper materials to establish the genuineness of the policy, the 6<sup>th</sup> respondent cannot be fastened with liability to establish that Ex.P-3 is a fake policy and not one issued by the 6<sup>th</sup> respondent. The Tribunal has considered the issue in proper perspective, though not elaborately, but had rendered a correct opinion that the appellant has not proved the policy to have been issued by the 6<sup>th</sup> respondent and, therefore, had rightly absolved the 6<sup>th</sup> respondent from paying the premium, which finding is just, reasonable, proper and justified and the same does not require any interference at the hands of this Court.

35. Though the appellant had relied on the decision of the Division Bench of this Court in '*Mandan case (supra)*', however, the facts of the said case cannot be made applicable to the present case for the simple reason that in the said case, the complaint was lodged against the act of the agent for misusing the



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documents of the insurer and creating fake policies by forging the signature, which was held to be not acceptable by the Division Bench on the ground that the person who received the premium and delivered the policy was admittedly agent of insurance company and, therefore, the insurance company cannot disown its liability when it does not suspect the bona fides of the insured. However, in the present case, it has not been established by the appellant that he had paid the premium and had received the policy from Lotus Agencies, which is the agent of the 6<sup>th</sup> respondent, but for producing a document, which is alleged to have been issued by the 6<sup>th</sup> respondent. The 6<sup>th</sup> respondent had doubted the policy so produced, but it has not doubted the credibility of its agent, viz., the Lotus Agencies. When the credibility of the agent is not doubted by the insurer, but the insurance policy marked under Ex.P-3 is claimed to be fake, a duty is cast on the insured to examine the agent through whom premium was paid to establish that he had paid the premium and had received the policy. Not having done so, the appellant cannot transfer his shoes to the legs of the insurer and call upon the insurer to establish that the policy is fake by examining the agent. Therefore, the said decision would not be applicable to the case on hand.



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36. Though a vehement attempt was made on behalf of the claimants, viz., respondents 1 to 4 that this Court, following the ratio laid down with regard to pay and recovery, may direct the insurance company, viz., the 6<sup>th</sup> respondent to pay the amount and, thereafter, recover the same from the appellant, however, the said contention cannot be acceded to for the simple reason that there is no iota of material connecting the 6<sup>th</sup> respondent with the issuance of Ex.P-3 and the mere allegation that premium was paid to Lotus Agency without there being any corroborating material to substantiate the same would not bring the 6<sup>th</sup> respondent within the ambit of insurer so as to indemnify the insured with liberty to recover the amount thereafter. This Court can only sympathise with the claimants as the benevolence granted through the Motor Vehicles Act cannot be stretched beyond a limit to enable the insurer to pay the amount and, thereafter, recover the same from the owner.

37. For the reasons aforesaid, there are no merits in the appeal and, accordingly the same is dismissed confirming the judgment and decree passed by the Tribunal. The appellant is directed to deposit the compensation awarded by the Tribunal, as confirmed by this Court above within a period of eight weeks



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from the date of receipt of a copy of this order, failing which, it is open to the claimants, viz., the respondents 1 to 4 to take steps to recover the same in accordance with law. The compensation shall stand apportioned amongst claimants 1 to 4 as per the ratio of apportionment ordered by the Tribunal. Consequently, connected miscellaneous petition is closed. In the facts and circumstances of the case, there shall be no order as to costs in this appeal.

**09.01.2025**

Index : Yes / No

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**M.DHANDAPANI, J.**

**GLN**

To

The Addl. District Judge  
Motor Accidents Claims Tribunal  
Krishnagiri.



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**PRE-DELIVERY JUDGMENT IN  
C.M.A. NO.2534 OF 2021**

**Pronounced on  
09.01.2025**