



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 07.04.2025

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

**CMA Nos.2799, 2781 of 2024 and
CMA Nos.533, 534 of 2025**

In CMA No.2799 of 2024

The Bajaj Allianz General Insurance Co. Ltd.,
TTK Complex, No.84/1, first floor,
Perundurai Road, opp. Collector Office,
Erode-11

... Appellant

Vs.

1. Sivagami
2. A.Arumugam
3. Velusamy

[S.V.Arumugam (died)]

4. A.Jayanthi
5. A.Abinaya
6. A.Anushya

Respondents 4 to 6 are impleaded as per order in
I.A.No.1085/2018 dated 07.01.2019 and amended
as per order in I.A.No.4/2020, dated 07.12.2020)

7. M/s National Insurance Co. Ltd.,

Page 1 of 24



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

Divisional Office, No.73, Selvanayagi Complex,
Perundurai Road, Erode-11.

(The 7th respondent is impleaded as per order in
I.A.No.5/2021, dated 02.09.2021)

(Amended as per order in I.A.No.6/2021,
dated 10.08.2022)

... Respondents

In CMA No.2781 of 2024

The Bajaj Allianz General Insurance Co. Ltd.,
TTK Complex, No.84/1, first floor,
Perundurai Road, opp. Collector Office,
Erode-11

... Appellant

Vs.

1. Gandhimathi
2. Velusamy

[S.V.Arumugam (died)]

3. A.Jayanthi
4. A.Abinaya
5. A.Anushya

(Respondents 3 to 5 are impleaded as legal heirs of the deceased
2nd respondent as per order in I.A.No.2/2019 dated 19.10.2019)

(Amended as per order in I.A.No.3/2019, dated 29.01.2020)

6. A.Arumugam

7. M/s National Insurance Co. Ltd.,
Divisional Office, No.73, Selvanayagi Complex,



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY Perundurai Road, Erode-11.

(The respondents 6 & 7 are impleaded as per order in
I.A.No.5/2023, dated 10.04.2023)

(Amended as per order in I.A.No.6/2023,
dated 01.06.2023)

... Respondents

CMA No.533 of 2025

National Insurance Company Ltd.,
Divisional Office, No.73, Selvanayaki Complex,
Perundurai Road, Erode-11.

(Impleaded as per order in I.A.No.5/2023, dated 10.04.2023
and Amended as per order in I.A.No.6/2023 dated 01.06.2023)

... Appellant

Vs.

1. Gandhimathi
2. Velusamy

S.V.Arumugam (died)
(amended as per order in I.A.No.3/2019 dated 29.01.2020)

3. The Bajaj Allianz General Ins. Co. Ltd.,
TTK Complex, 84/1, First floor,
Perundurai Road, opp. Collector Office,
Erode-11.

4. A. Jayanthi
5. A.Abinaya

6. A.Anushya



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

(respondents 4 to 6 are impleaded as legal heirs of the
deceased S.V.Arumugam as per order in I.A.No.2/19
dated 19.10.2019 and amended as per order in
I.A.No.3/2019 dated 29.01.2020)

7. A.Arumugam

... Respondents

CMA No.534 of 2025

National Insurance Company Ltd.,
Divisional Office, No.73, Selvanayaki Complex,
Perundurai Road, Erode-11.

(Impleaded as per order in I.A.No.5/2023, dated 10.04.2023
and Amended as per order in I.A.No.6/2023 dated 01.06.2023)
... Appellant

Vs.

1. Sivagami (sole claimant in MCOP as per order
dated 24.03.2025 made in CMA Nos.533 & 534 of 2025,)
2. A.Arumugam (2nd claimant in MCOP, transposed
as 8th respondent in MCOP No.192/2015,
as per order dated 24.03.2025 in CMA Nos.533 & 534 of 2025)

(As per memo dated 24.03.2025 and vide court order
dated 24.03.2025 made in CMA Nos.533 & 534 of 2025,
rank of the said respondents 1 and 2 is recorded)
3. Velusamy

S.V.Arumugam died
(amended as per order in I.A.No.3/2019 dated 29.01.2020)



CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025

WEB COPY

4. The Bajaj Allianz General Ins. Co. Ltd.,
TTK Complex, 84/1, First floor,
Perundurai Road, opp. Collector Office,
Erode-11.

5. A. Jayanthi

6. A.Abinaya

7. A.Anushya

(respondents 5 to 7 are impleaded as legal heirs of the
deceased S.V.Arumugam as per order in I.A.No.2/19
dated 19.10.2019 and amended as per order in
I.A.No.3/2019 dated 29.01.2020)

... Respondents

Prayer in CMA No.2799 of 2024: Civil Miscellaneous Appeal filed
under Section 173 of Motor Vehicles Act 1988 against the judgment
and decree made in MCOP No.192 of 2015, dated 09.01.2024 on the
file of the Special District Court, Motor Accident Claims Erode.

Prayer in CMA No.2781 of 2024: Civil Miscellaneous Appeal filed
under Section 173 of Motor Vehicles Act 1988 against the judgment
and decree made in MCOP No.122 of 2015, dated 09.01.2024 on the
file of the Special District Court, Motor Accident Claims Erode.

Prayer in CMA No.533 of 2025: Civil Miscellaneous Appeal filed
under Section 173 of Motor Vehicles Act 1988 against the award and
decree dated 09.01.2024 made in MCOP No.122 of 2015 on the file of



CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025

WEB COPY the Special District Court, Motor Accident Claims Erode.

Prayer in CMA No.534 of 2025: Civil Miscellaneous Appeal filed under Section 173 of Motor Vehicles Act 1988 against the award and decree dated 09.01.2024 made in MCOP No.192 of 2015 on the file of the Special District Court, Motor Accident Claims Erode.

IN CMA No.2799 of 2024

For appellant	Ms.M.B.Raghavan
For respondents	Mr.D.Bhaskaran for 7th respondent

IN CMA No.2781 of 2024

For appellant	Ms.M.B.Raghavan
For respondents	Mr.R.Nalliyappan for respondents 1 and 2 Mr.D.Bhaskaran for 7th respondent

IN CMA No.533 of 2025

For appellant	Mr.D.Bhaskaran
For respondents	Mr.R.Nalliyappan for respondents 1, 2 & 4 to 6
	Mr.M.B.Raghavan for 3rd respondent

IN CMA No.534 of 2025

For appellant	Mr.D.Bhaskaran
For respondents	Mr.R.Nalliyappan for respondents 1 to 3 & 5 to 7
	Mr.M.B.Raghavan



WEB COPY



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

For appellant	Mr.D.Bhaskaran
	for 4th respondent

Common Judgment

These Civil Miscellaneous Appeals are filed by the insurance companies of two vehicles involved in the accident that had occurred on 07.01.2015, wherein, the driver as well as the pillion rider of a two wheeler died.

2. The CMA Nos.533 and 534 of 2025 are filed by the insurer of the motorcycle, in which the deceased persons travelled, challenging the fixation of 40% liability on it.

3. The CMA Nos.2781 and 2799 of 2024 are filed by the insurer of the lorry, challenging the pay and recovery order passed against it on the ground that the insurance policy produced before the Tribunal was a fake policy.

4. Since the issues involved in all these appeals are inter connected, they are taken together for hearing.



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

5. For the sake of convenience, the parties are referred to as per their ranking before the Tribunal.

6. The first respondent in CMA No.533 of 2025 and the first respondent in CMA No.2781 of 2024 is referred to as claimant in MCOP No.122 of 2015. The respondents 1 and 2 in CMA No.534 of 2025 and respondents 1 and 2 in CMA No.2799 of 2024 are referred to as claimants in MCOP No.192 of 2015. The claimant in MCOP No.122 of 2015 is the mother of the deceased driver of the two wheeler. The claimants in MCOP No.192 of 2015 are the parents of the deceased pillion rider of the two wheeler. The appellant in CMA No.533 and 534 of 2025 and 7th respondent in CMA No.2781 and 2799 of 2024 is referred to as insurer of the two wheeler. The appellant in CMA No.2781 and 2799 of 2024 and the third respondent in CMA No.533 of 2025 and fourth respondent in CMA No.534 of 2025 is referred to as insurer of the lorry.

7. It is not in dispute that the son of the claimant in MCOP No.122 of 2015 and son of the claimants in MCOP No.192 of 2015 had travelled in a Yamaha Motorcycle on 07.01.2015 as driver and pillion



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

rider respectively. Their vehicle was insured with the National Insurance Company/ appellant in CMA Nos.533 and 534 of 2015 and and 7th respondent in CMA Nos.2781 and 2799 of 2024. When they were proceeding from Erode to Mullam Parapuu from North to South direction by following traffic rules, a lorry insured with the Bajaj Alliance General Insurance Company/appellant in CMA No.2781 and 2799 of 2024 and third respondent in CMA No.533 of 2025 and fourth respondent in CMA No.534 of 2025, came from the opposite direction in a rash and negligent manner without following the rules and dashed against the two wheeler. As a result of accident, both the driver and the pillion rider were thrown out of the vehicle and they died on the spot. Claiming that the accident had occurred only due to the rash and negligent driving of the driver of the lorry, the claim petitions were preferred, seeking compensation of Rs.20,00,000/- for the death of son of the claimant in MCOP No.122 of 2015 and Rs.25,00,000/- for the death of son of the claimants in MCOP No.192 of 2015.

8. The owner of the lorry filed counter denying the negligence on the part of the driver of the lorry. It was his case that the accident



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

was caused by the negligence on the part of the driver of the two wheeler. The insurer of the lorry also filed counter stating that the driver of the two wheeler also contributed to the accident. It was the specific case of the insurer of the lorry that the lorry involved in the accident was not insured with it and no policy was issued to the lorry involved in the accident.

9. The insurer of the motorcycle filed counter and stated that the accident had occurred only due to the rash and negligent driving of the driver of the lorry. It was also stated by the insurer of the motorcycle that the driver of the motorcycle was not the employee of the insured and hence, as a borrower of the vehicle from the insured, he was not entitled to maintain the claim petition. As far as the MCOP No.192 of 2015 is concerned, it was stated by the insurer of the two wheeler that the owner of the vehicle was not shown as respondent in the claim petition and hence, the same was not maintainable.

10, Since both the claim petitions were arising out of the same accident, both the petitions were taken up for enquiry together before



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

the Tribunal. The mother of the driver of the two wheeler was examined as PW1 and the mother of the pillion rider of the two wheeler was examined as PW3. Two more witnesses were also examined as PW2 and PW4. On behalf of the claimants, 36 documents were marked as Ex.P1 to Ex.P36. The legal officer of insurer of the lorry was examined as RW1 and on behalf of the respondents, 11 documents were marked as Ex.R1 to Ex.R11.

11. The Tribunal, based on the evidence available on record, came to the conclusion that there was contributory negligence on the part of the driver of the two wheeler also and fixed 60% contributory negligence on the part of the lorry and 40% on the part of the driver of the two wheeler. The Tribunal, after deducting 40% of compensation amount towards contributory negligence on the part of the driver of the two wheeler, directed both the insurers of the two wheeler and lorry and their respective owners to pay jointly and severally a sum of Rs.9,59,220/- as compensation to the claimant in MCOP No.122 of 2015 (mother of the driver of the two wheeler) and the compensation payable to the claimants in MCOP No.192 of 2015 (parents of the pillior rider) was quantified at Rs.12,69,100/-. The insurers of both the



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY vehicles and the owner of the lorry were directed to pay the said amount jointly and severally.

12. Pending claim petitions before the Tribunal, the owner of the lorry Mr.S.V.Arumugam died and his legal heirs were brought on record. Aggrieved by the said award passed by the Tribunal, the insurer of the lorry as well as the motorcycle, filed two appeals each.

13. The learned counsel for the insurer of the lorry, namely the appellant in CMA Nos.2799 and 2781 of 2024 would submit that the Tribunal having come to the conclusion that the policy relied on by the claimants was a fake policy and does not relate to the lorry involved in the accident, committed a serious error in fastening liability on the part of the appellant in CMA Nos.2799 and 2781 of 2024, on the ground that the appellant had not taken any action against the agent, who was said to have issued fake policy to the owner of the lorry. The learned counsel submits that absolutely there was no evidence available on record to suggest that the agent of the Bajaj Alliance General Insurance Company, appellant in CMA Nos.2799 and 2781 of 2024 indulged in creation of bogus policy. Therefore, according to him, the insurer of the lorry, the appellant in CMA Nos.2799 and 2781 of 2024 / Bajaj



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

Alliance General Insurance Company shall be exonerated from the liability of honouring the award.

14. The learned counsel for the appellant in CMA Nos.533 and 534 of 2025, insurer of the motorcycle would submit that the Tribunal, having fixed 40% contributory negligence on the part of the driver of the two wheeler, ought not have held the insurer of the two wheeler as jointly and severally liable to honour the award passed in MCOP No.122 of 2015. It is his argument that the deceased himself being a tortfeasor to the extent of 40%, liability cannot be fastened on the insurer of the two wheeler. He further submits that as far as the 60% contributory negligence fastened on the driver of the lorry is concerned, it was only the owner and insurer of the lorry, who are liable and the insurer of the two wheeler cannot be made liable to meet the remaining 60%. He also submits that 40% contributory negligence fixed on the driver of the two wheeler is not in accordance with the evidence available on record and hence, he sought for fixation of 100% negligence on the part of the driver of the lorry. He alternatively submits that even if the contributory negligence of 40% fixed on the



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

driver of the two wheeler is upheld by this court, as an insurer of the two wheeler, the National Insurance Company is liable only to the extent of 40% and the Tribunal committed an error in fastening joint and several liability on the insurer of the two wheeler.

15. It is seen from the records that FIR has been registered against the driver of the lorry. In order to prove the negligence aspect, two eye witnesses were examined as PW2 and PW4. They deposed that they were riding in a separate two wheeler behind the two wheeler involved in the accident. PW2 in his evidence deposed that the driver of the lorry had driven the vehicle in a rash and negligent manner and dashed against the two wheeler. The PW4 in his evidence deposed that the accident had occurred in the middle of the road and there was negligence on the part of the driver of the two wheeler as well as the lorry. The evidence of PW4 was rejected by the Tribunal on the ground that he was summoned on the side of the claimants at the latter stage and he contradicted the versions of the claimants in their claim petition as well as evidence of PW1 and PW3. It was stressed by the Tribunal that after the insurer of the lorry contested the case vehemently on the ground that the insurance policy covered the lorry was a fake one,



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

evidence of PW4 was introduced by the claimants just to salvage the claim filed by the parents of the pillion rider. However, taking into consideration the accident had occurred in the middle of the road, as per Ex.P2 and also the fact that there was enough space for the rider of two wheeler to move to his left and avoid accident, the Tribunal concluded that there was a contributory negligence on the part of the two wheeler also and ultimately fixed 60% contributory negligence on the part of the driver of the lorry and 40% on the part of the driver of the two wheeler. The said finding by the Tribunal is based on proper appreciation of entire evidence available on record and hence, it requires no interference.

16. In order to prove that the lorry was covered by the insurance policy issued by the Bajaj Alliance General Insurance Company, the claimants relied on Ex.P4, M.V.I. report of the lorry, wherein, the insurance policy number was noted. The copy of the disputed policy was marked as Ex.R8. The true copy of the policy issued to some other vehicle bearing registration No. TN 37 AC 9472 was marked by the insurance company as Ex.R1. The search reports of the Bajaj Alliance



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

General Insurance Company with regard to the policy number and vehicle number were marked as Ex.R2 and Ex.R3.

17. A perusal of Ex.R1 to Ex.R3 coupled with the evidence of RW1 clearly established that the insurance policy Number mentioned in the M.V. Inspection Report viz., Ex.P4 was issued to some other vehicle and it was not issued to the lorry involved in the accident. In fact, the Tribunal on appreciation of evidence available on record, gave a finding that the policy number OG-15-1504-1831-00000023 was a fake policy. The above said finding would make it clear that the policy number as mentioned in Ex.P4 is a fake policy and the said policy was issued to a different vehicle and not to the lorry involved in the accident. When the tribunal concluded that there was no valid policy covering the lorry involved in the accident and fake policy was produced before the Motor Vehicle Inspector, it should not have fixed liability on the insurer namely Bajaj Alliance General Insurance Company. In the absence of valid contract of insurance, the Tribunal ought to have exonerated the insurance company from liability of honouring the award.



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

18. It is seen from Ex.R9 that the insurer filed a complaint before the Erode South Police Station regarding fake policy and therefore, it cannot be said that the insurer has not taken any steps for nabbing the real person behind the fake policy. The Tribunal erroneously assumed that the fake policy was created and issued to the owner by the broker of the insurance company and held that the insurer was liable. Absolutely, there is no evidence available on record to show that the fake policy was created by the agent of the insurer. The owner of the vehicle failed to appear before the Tribunal and remained exparte. In such circumstances, there is no acceptable evidence available on record to come to the conclusion that the fake policy was created by the agent of the insurer. In any event, creation of fake policy cannot be termed as an act coming within the scope of the authority given to the agent. Therefore, I hold that the Tribunal had committed an error in finding that the insurer of the lorry namely Bajaj Alliance General Insurance Company was liable to honour the award jointly and severally along with other respondents. The said finding is accordingly set aside and the appeals filed by the Bajaj Alliance General Insurance Company in CMA Nos.2781 and 2799 of 2024 are allowed.



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

19. The learned counsel for the appellant in CMA No.533 of 2025, namely insurer of the two wheeler would submit that the Tribunal having fixed 40% negligence on the part of the driver of the two wheeler, committed error in directing the insurer of the two wheeler to honour the award. It is submitted by him that the driver of the two wheeler being a tortfeasor, his mother/claimant cannot be allowed to maintain an application seeking compensation against the insurer of his own vehicle.

20. This court already came to the conclusion that there was 40% negligence on the part of the driver of the two wheeler. The claimant in MCOP No.122 of 2015 is the mother of the deceased/driver of the two wheeler. Being the insurer of the two wheeler, the National Insurance Company/appellant in CMA No.533 of 2025 cannot be directed to honour the award jointly and severally. Therefore, the award passed against the appellant in CMA No.533 of 2025, directing him to pay the compensation amount to the dependents of the driver of the two wheeler is set aside and the appeal stands allowed. However, it is open



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY to the appellant in CMA No.533 of 2025 to recover 60% of the compensation from the owner of the lorry, namely the respondents 4 to 6. The Award passed by the Tribunal in MCOP No.122 of 2015 is modified to the extent by directing the respondents 4 to 6, legal heirs of the owner of the lorry to pay their share of the compensation amount of Rs.9,59,220/-. Accordingly, CMA No.533 of 2025 is allowed.

21. In CMA No.534 of 2025, the claimants are the parents of the pillion rider of the two wheeler. The learned counsel for the respondents 1 & 2/ claimants filed a memo dated 24.03.2025 seeking transposition of second claimant/father of the victim/owner of the two wheeler as 8th respondent in the claim petition in MCOP No.192/2015. It is submitted that since the father of the pillion rider in his capacity as owner of the two wheeler is vicariously liable to the act of negligence on the part of the driver of the two wheeler, on whom 40% negligence was fixed, he may be transposed as respondent in the claim petition. The memo was ordered by this court, vide order dated 24.03.2025. Therefore, the second respondent/ second claimant is transposed as 8th respondent in the main claim petition.



WEB COPY



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

22. This court already came to the conclusion that the finding of the Tribunal, fixing 60% negligence on the part of the driver of the lorry and 40% negligence on the part of the driver of the two wheeler was correct. After transposition of 2nd claimant, now, the mother of the pillion rider is the sole claimant in MCOP No.192 of 2015 out of which CMA No.534 of 2025 arises. The mother of the victim is entitled to get compensation from the owner and insurer of the two wheeler to the extent of 40% and from the owner of the lorry to the extent of 60% (since the insurer of the lorry was already exonerated). Therefore, the CMA No.534 of 2025 filed by the insurer of the two wheeler is partly allowed by holding that the second respondent and appellant herein, namely, owner and insurer of the two wheeler are liable to pay compensation to the claimant to the extent of 40% jointly and severally. The award of the Tribunal that the appellant was jointly and severally liable to pay compensation along with the insurer of lorry is set aside.



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

23. In view of the above discussions, the appellant, insurer of the two wheeler and the second respondent, owner of the two wheeler are directed to pay 40% of the compensation amount to the claimant/first respondent herein. The claimant is entitled to recover the remaining 60% from the legal heirs of the owner of the lorry, namely respondents 5 to 7. Accordingly, CMA No.534 of 2025 is partly allowed.

24. In view of the discussions made earlier,

a) CMA Nos.2781 and 2799 of 2024 stands allowed and the appellant in both the appeals are exonerated from honoring the award.

b) CMA No.533 of 2025 is allowed and the claim petition is dismissed as against the appellant herein. The claimant is entitled to recover 60% of compensation amount, namely Rs.9,59,220/- from the legal heirs of the owner of the lorry/ respondents 4 to 6. The respondents 4 to 6 are directed to deposit the said amount along with interest, less the amount already deposited, if any, within six weeks from the date of claim petition till the date of deposit. On such deposit being made, the claimant is permitted to withdraw, by making formal



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY application before the Tribunal.

c) CMA No.534 of 2025 is partly allowed. The finding of the Tribunal that the appellant was jointly and severally liable to meet the award amount is sustainable. The award passed by the Tribunal is modified by directing the appellant to pay 40% of the compensation amount (Rs.5,07,640/-). The remaining 60% (Rs.7,61,460/-) shall be paid by the legal heirs of the owner of the lorry, namely, respondents 5 to 7. The appellant and respondents 5 to 7 are directed to deposit their respective share, within six weeks, less the amount already deposited, if any. On such deposit being made, the claimants are permitted to withdraw the amount, by making formal application before the Tribunal.

d) The award is affirmed as far as the apportionment and rate of interest are concerned. No costs.

07.04.2025

Index:Yes/No
Internet:Yes/No
Neutral Citations: Yes/No
mst

To

Page 22 of 24



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

WEB COPY

1. The Special District Judge,
Motor Accident Claims Tribunal, Erode.
2. The Section Officer,
V.R.Section, Madras High Court.



WEB COPY



*CMA.Nos.2799, 2781 of 2024 and
CMA Nos.533 and 534 of 2025*

S.SOUNTHAR, J.

mst

**CMA Nos.2781, 2799 of 2024 and
CMA Nos.533 , 534 of 2025**

07.04.2025