



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

WEB COPY

Reserved on: 26.11.2025

Delivered on: 12.12.2025

CORAM

THE HONOURABLE Dr.JUSTICE G.JAYACHANDRAN
and
THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR

C.M.A.No.2019 of 2024
& Cros.Obj.No.89 of 2024

C.M.A.No.2019 of 2024

The Oriental Insurance Co. Ltd.,
Branch Manager,
Old No.29/B, New No.238, Arcot Road,
Jambubulla Complex 1st Street,
Vellore – 632 004.

... Appellant/2nd Respondent

/versus/

1. Nantha Kumar,

2. N.Malathi,

3. Kiruthikkumar,

4. B.Srinivasan,

... Respondents

Prayer: Civil Miscellaneous Appeal filed under Section 173 of Motor Vehicles Act, 1988, against the award dated 18.08.2023 made in M.C.O.P.No.873 of 2018 on the file of the Motor Accident Claims Tribunal, I Additional District Court, Namakkal.



WEB COPY



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

For Appellant : Mr.S.Arun Kumar

For Respondents : Mrs.Nalini Chidambaram, Senior Counsel,
for M/s.C.Uma, for R1 to R3

Cross Objection No.89 of 2024

1. Nantha Kumar,

2. N.Malathi,

3. Kiruthikkumar, ... Cross Objectors/Respondents 1 to 3
/versus/

1. The Oriental Insurance Co. Ltd.,
Branch Manager,
Old NO.29/B, New No.238, Arcot Road,
Jambubulla Complex 1st Street,
Vellore – 632 004

... 1st Respondent/Appellant

2. B.Srinivasan, ... 2nd Respondent/4th Respondent

Prayer: Cross Objection filed under Order 41 Rule 22 of C.P.C., to enhance the compensation awarded in M.C.O.P.No.873 of 2018 on the file of the Motor Accidents Claims Tribunal, I Additional District Court, Namakkal from Rs.1,76,32,813/- by Rs.1,04,93,187/- and award the compensation of Rs.2,81,26,000 (Rupees One Crore Eighty One Lakh and Eighty One thousand Only).

For Appellants : Mrs.Nalini Chidambaram, Senior Counsel,
for M/s.C.Uma.

For Respondents : Mr.S.Arun Kumar, for R1



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

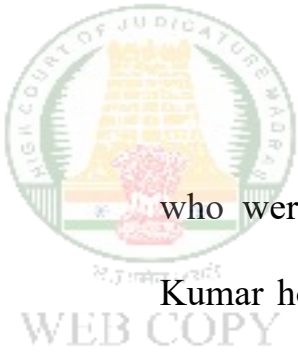
COMMON JUDGMENT

WEB COPY

C.M.A.No.2019 of 2024 is filed by the Insurance Company and Cros.Obj.No.89 of 2024 is filed dependants of the accident victim, challenging the award passed by the Motor Accident Claims Tribunal, I Additional District Court, Namakkal, in M.C.O.P.No.873 of 2018.

2. The facts of the case are as below:-

Praveen Kumar, aged 30, was employed under Eastern Pacific Shipping (India) Pvt., Limited, under contract as Second Commandant Officer in the ship. On 26.06.2000, while he was driving car bearing Reg.No.TN-28-AP-3384 on the Namakkal-Trichy Road, at 2.15 a.m., near Golden Palace Hotel from North-South and Ashok Leyland lorry bearing Reg.No.TN-23-AH-7389 proceeding from South to North driven rashly and negligently by its driver, dashed the car across extensively damage to the car and grievous injuries to Praveen Kumar, who was on the wheel. Praveen Kumar was taken to the Namakkal Government Hospital, where he was declared brought dead. As second Commandant Officer in the ship, the said Praveen Kumar was earning Rs.2,75,000/- per month and Rs.30,000/- other allowance. He died as Bachelor, leaving behind his parents, Nanthakumar (aged 63) Malathi (aged 57) and brother Kiruthikkumar (aged 34),



who were his dependants. At the time of his death, the deceased/Praveen Kumar holding degree in Bachelor of Nautical Science and drawing salary of Rs.2,75,000/- while on shore and Rs.1,30,000/- as loyalty pay while at half-shore. He has prospect of Promoted as First Commandant Officer having completed 10 years of his service. He returned to India in the month of July 2016 to take up his examination for the post of Chief Officer. At that time, untimely accident had shattered the dreams of the deceased and his dependants. Therefore, the 4th respondent, who was the owner of the Ashok Leyland Lorry bearing Reg.No.TN-23-AH-7389 and the insurer, namely the 1st respondent/Oriental Insurance Company, are jointly and severally liable to pay compensation of Rs.8,00,00,000/- along with interest.

3. The claim petition is opposed by the Insurance Company both on liability as well as quantum. As per counter of the Insurance Company, the accident occurred due to the rash and negligent driving of the victim by not following the road rules. Soon before the accident, the right side tyre of the car got busted and the victim lost the control of the steering and dashed against the lorry. It is contended that the accident was purely due to the rash and negligence of the victim which caused the accident. The claimants have not produced enough document to substantiate their claim based on the alleged income of the



deceased Praveen Kumar. No income tax returns filed, nor evidence to prove that he was earning Rs.2,75,000/- per month while on board and Rs.1,30,000/- while on half-board.

4. Based on the pleadings, six witnesses on behalf of the claimants were examined and 56 documents were marked to substantiate the claim. On behalf of the respondent, one witness was examined. The statement of accounts in the name of Praveen Kumar, maintained in S.B.I, Nungambakkam Branch, for the period 01.01.2010 to 25.07.2021, marked as witness Ex.P.3.

5. The Tribunal, on considering the material evidence in the form of documents marked as exhibits and the oral evidence of the witnesses, awarded a sum of Rs.1,78,32,813/- with interest at 7.5% per annum, from the date of claim petition till the date of realisation. The award was ordered to be shared among the claimants as below:-

1 st Claimant – Nandakumar	Rs.83,00,000/-
2 nd Claimant – Malathi	Rs.83,00,000/-
3 rd Claimant – Kiruthikkumar	Rs.10,32,813/-

6. Claiming that the award is exorbitant and contrary to the weightage of



evidence and probabilities, the Insurance Company has filed the appeal stating that the Tribunal erred in holding that the lorry driver is solely responsible for the accident despite the fact that the accident has occurred due to rash and negligent driving of the victim who hit the lorry. The F.I.R (marked as Ex.P.1) and the final report along with rough sketch (Ex.P5 & Ex.P6) as well as the observation mahazar (Ex.P7) suffices to show that the accident would have not occurred, but for the victim had driven the car rashly and negligently. The F.I.R reveals that the car hit a stone causing bursting of the tyre and only thereafter, as a consequence, the accident has occurred.

6.1 Learned Counsel for appellant further contended that, P.W.2 Mahindran, who claims to be as co-owner along with the victim had deposed that the victim came to his house on previous day night and after having dinner and watching a movie, at about 2.00 a.m., in the morning i.e., wee hours on the 26.06.2000, the victim was driving his car and he was following him in the two-wheeler and saw the accident. He is the informant for registration of the case by the police. In the cross-examination, it has been admitted by P.W.2 that the accident occurred when the victim Praveen Kumar turned towards left to negotiate two lorries coming affront and at that time, the car hit a stone and the tyre got burst. The driver Praveen Kumar lost the control of the steering and the



car turned to the right and hit the lorry coming affront. Thus, the evidence of the eye witness (P.W.2) and the content in the F.I.R which is contemporaneous documents would clearly show that the accident was not due to the negligence on the part of the lorry driver insured under the appellant. Thus, the Learned Counsel for the appellant vehemently argued that the tribunal ought to have taken into consideration “composite negligence” of the drivers of both the vehicles and should have fixed liability on the insurer of the lorry appropriately. The claimants, for the reason best known, did not implead the owner of the car and his insurer. There is no evidence on record that the car driven by the victim had valid insurance and coverage for the driver. Praveen Kumar, being the tortfeasor, his dependants cannot claim any compensation as against the insurer of the lorry. Even otherwise, the liability of the insurer of the lorry can only be to the extent of the negligence on the part of the lorry driver and not for the entire amount claimed.

6.2. Regarding quantum of compensation, the Learned Counsel for the Insurance Company contended that even according to the claim petition, the deceased was earning Rs.2,75,000/- only when he was on duty in the ship as Second Commandant. While he was half-shore, he was paid only Loyalty pay of Rs.1,30,000/-. Even to prove this claim, the documents marked as Ex.P.27 to



Ex.P.55 are not adequate. The four contract agreements produced by the claimants, the bank statement and the evidence of P.W.3, Deputy Manager, HR (Recruitment) of Eastern Pacific Shipping (India) Private Limited would at most show that the deceased was earning 3900 USD while he was employed in shipping.

6.3. Further, the documents produced by the claimants particularly Ex.P.15 which is the statement of wages drawn by the deceased for the period 22.07.2013 to 21.06.2016 i.e., three years would show that he was not continuously engaged in the shipping throughout the year but only for few months in a year and rest of the period, he was only paid loyalty allowance. As per Ex.P.15, his total income for the previous three years is only 90 USD which implies an annual income was 30,000 USD. However, due to improper consideration of the documents, the tribunal had fixed 4530 USD as monthly income and further added 50% towards future prospects. Taking into consideration, applying Rupees to Dollar conversion rate Rs.67.4087 per dollar (on the date of award), the tribunal has erroneously fixed the compensation and therefore, it requires interference.

7. Per contra, in the cross-objection by the claimants, it is contended that



the tribunal, while fixing the compensation as miserably considered only the salary component of USD 4530 per month but failed to take note of the loyalty allowance of 1300 USD per month which is exclusive of salary. The bank entries and the testimony of P.W.3 would show that the deceased was drawing the annual salary of 27,180 USD + 1750 USD, = 28,930 USD.

7.1. Contending that the compensation fixed by the Tribunal is contrary to the principles enunciated for assessment of compensation in *Sarala Varma vs. Delhi Transport Corporation reported in 2009 ACJ 1298 (SC)* and *United Insurance Co. Ltd vs. Satindar Kaur reported in 20202 ACJ 2131 (SC)*, the Learned Senior Counsel appearing for the cross-objection contended that the award of the tribunal to be enhanced accordingly.

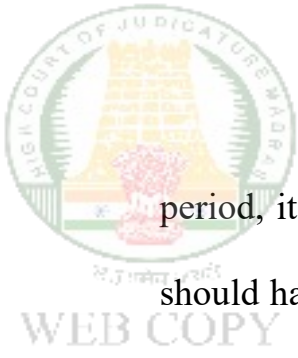
8. The prime contention of behalf of the claimants in support of their appeal for enhancement is that the loyalty leave pay drawn by the deceased not taken into consideration by the Tribunal. Ex.P.34, the employment agreement wherein there is no reference to loyalty leave pay. However, the bank account of the deceased as well as the ocular evidence of P.W.4 a representative of his employer would sufficiently show that the deceased Praveen Kumar was paid loyalty leave pay and benefits even while he was not on board and while was



half duty. Contending that the loyalty pay should have been added with the regular pay for a period of six months per year submitted that if 1750 USD is added to 4350 USD for the six month period, thus, the tribunal should have computed the compensation as below:

(i) Annual Income $4350 \times 6 = 27180 + 1750$ (Loyalty Leave pay)	28,930 USD
(ii) $28930 \text{ USD} \times 67.4087$ (INR Conversion on 20.06.2016)	Rs.19,50,133/-
(iii) Annual Income	Rs.19,50,133/-
(iv) (+) 50% towards future prospects $19,50,133 + 975066.845$	Rs.29,25,199/-
(v) (-) 50% towards personal expenditure for the period not in the ship $29,25,199/2$	Rs.14,62,599/-
(vi) Amount towards personal expenses for the period not in the ship $14,62,599/2$	Rs.7,31,299/-
(vii) Annual income of deceased $29,25,199 - 7,31,299$	Rs.21,93,900/-
(viii) Loss of dependency (multiplier 16) (as the age is 31)	Rs.3,51,02,400/-
(ix) Less Tax (without admitting $3,51,02,400 - 70,204,000$)	Rs.2,80,82,000/-
(x) Funeral Expenses	Rs.44,000/-
Total	Rs.2,81,26,000/-

9. In response to the above submission, the Learned Counsel appearing for the Insurance Company submitted that the argument of the Learned Senior Counsel for the claimant is fallacious. Loyalty leave pay is paid when the employee is not on board and while he is on half duty, such pay is only substitute to the regular pay and not in addition to regular pay. Therefore, the calculation of the Tribunal while taking 4530 USD as the monthly pay itself is erroneous and it should have been for six months period and for the rest of the



period, it should have been calculate 1750 x 6 months and his future prospects should have been taken as 40% and not 50%. He being a contractual employee contended that Ex.P.32 and Ex.P.33, which are employment agreements for the period of six months each as well as employment agreement Ex.P.4 for the period of 5 months, which is the latest agreement and last agreement would indicate that the basic pay to the deceased Praveen Kumar was only 1100 USD, in addition he was paid leave pay of 165 USD and other allowances of 2635 USD totally 3900 USD. At no point of time, in his Bank account more than 3900 USD deposited by his employer. The Tribunal erred in taking one month salary for the period of May 2016 and 21 days salary from 01.06.2016 to 21.06.2016 and thereby erroneously fixed the monthly income of the deceased at 4530 USD, which needs modification.

10. The claimants have chosen to examine P.W.3, Sachin Suresh, who is the Deputy Manager, HR (Recruitment), Eastern Pacific Shipping (India) Pvt., Limited. The affidavit filed by Sachin Suresh before the Tribunal in lieu of chief examination shows that the deceased, Praveen Kumar, had entered into Seafarer Employment Agreements with M/s.Ventnor Navigation Inc., a Company incorporated in the Republic of Liberia. Pursuant to these agreements, the deceased Praveen Kumar agreed to work on board foreign owned and foreign-



flagged ships in the capacity as a Second Officer. EPS India, in its capacity as an agent of Ventnor Liberia, entered into Seafarer Employment Agreements with Mr.Praveen Kumar, the employment agreements are Ex.P.27 to Ex.P.34. All these agreements, starting from October 2007 show that there are short term contracts for the periods ranging from 5 to 7 months. The latest agreement is Ex.P.34, dated 02.03.2016. In this agreement, Annexure-I, refers about monthly salary of the deceased Praveen Kumar and the period of employment. This is a document which clinches the point in dispute. As per Ex.P.34, the contract commenced from 02.03.2016 be in force for five months monthly salary is mentioned as basic 1100 USD, leave pay 165 USD and consolidated allowance 2635 USD, totally 3900 USD. There is no reference about to loyalty leave pay in this agreement. Since Praveen Kumar died on 26.06.2016 in the road accident, Ex.P.24 is the apt and relevant document for assessing his income. No doubt, his long service for more than ten years been appreciated by the employer, it does not mean that his employment in future as permanent. Ex.P.27 to Ex.P.34 clearly show that the employment agreements were for intermediate periods and they are regular break and we find not a single employment agreement which exceeds 7 months. We also note from Ex.P.27 to Ex.P.34, there had been six months breaks between two agreements. Even assuming that Praveen Kumar was paid 1750 USD while on half duty as loyalty leave pay, his



average monthly income will come into around 3100 USD and not more than that.

11. We on examining the documents find that the Tribunal had misapplied the data provided by the claimants regarding the pay drawn by the deceased while on duty, which is never exceeded 7 months in a year. The salary paid while on duty when contract was in force and loyalty pay given when contract was not in force should have been taken into account while fixing the salary of the deceased.

12. The Tribunal had not only failed to take note of the last agreement of employee and the last pay made to the deceased but had fixed 4530 USD as monthly salary of the deceased which finds no supportive document. As pointed out by the Learned Counsel appearing for the Insurance Company that the argument of the claimants to include loyalty leave pay with regular pay and fix compensation will only ensure enrichment to the claimants by not taking average pay received by the deceased while on duty and average pay while he was half duty given to him as loyalty leave pay.



WEB COPY

13. The latest pay details is available from the employment agreement, dated 02.03.2016, marked as Ex.P.34 and Annexure-C, which is the consolidated statement given by M/s.Ventnor Navigation Inc., which forms part of the affidavit filed by P.W.3, which is more specifically states that for the three year period commences from 22.07.2013 to 21.06.2016, the total emoluments paid to the deceased was 90,231 USD. Thus, if we go by the Annexure which is admitted by the claimants witness and he being appropriate person to speak about the salary paid to the deceased, the Tribunal ought to have fixed only 2500 USD per month as the income of the deceased.

14. Therefore, in our opinion, it is appropriate to fix 3900 USD as the monthly pay of the deceased on the date of the death, it will be in consonance with the employment agreement marked as Ex.P.34. As we already noted, the employment of the deceased was not permanent, it is tenure based employment and never exceeded 7 months in a year, his future prospects, following the principle in the *Pranay Sethi* case, should have been fixed at 40% and not 50%. Insofar as the alleged negligence on the part of the victim, we find, no worthy evidence to consider the said plea raised by the Insurance Company, hence same stands rejected.



WEB COPY

15. As a result, the compensation payable to the parents, i.e., claimants 1 & 2 is calculated as below:-

(i)	Converting USD x Indian Currency value as on date of accident, the Monthly Salary of the deceased is (3900 USD x 67.4087 x 12)	Rs.31,54,727/-
(ii)	Add: 40 % Future Prospects (3,154,727 of 40% [F.P])	Rs.12,61,891/-
	[Rs.31,54,727+Rs.12,61,891] =	Rs.44,16,618/-
(iii)	50% Deduction towards personal expenses Rs.44,16,618/- / 2	Rs.22,08,309/-
(iv)	Applying Multiplier Rs.22,08,309 x 16	Rs.3,53,32,944/-
(v)	Income Tax deduction approximately 15% average (Rs.3,53,32,944 (-) 15%	Rs.3,00,32,002/-
(vi)	Loss of love and affection (Rs.40,000 x 3 claimants)	Rs.1,20,000/-
(vii)	Funeral Expenses	Rs.15,000/-
(viii)	Loss of Estate	Rs.15,000/-
	Total	Rs.3,01,82,002/-

16. The third claimant in this case is the brother of the deceased, who was 34 years on the date of filing the petition and he is not dependent on the deceased. Therefore, he is entitled for Rs.40,000/- towards loss of love and affection. The balance amount to be paid equally to the claimants 1 & 2, being the mother and father of the deceased.



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

WEB COPY

17. Accordingly, the C.M.A.No.2019 of 2024 is dismissed. The award of the Tribunal is modified and a sum of Rs.3,01,82,002/- is awarded as compensation, with interest at 7.5% per annum from the date of petition till the date of realisation. The said award amount shall be apportioned as follows:-

1 st Claimant (Mother)	Rs.1,50,71,001/-
2 nd Claimant (Father)	Rs.1,50,71,001/-
3 rd Claimant (Brother)	Rs.40,000/-

18. The 1st respondent/Insurance Company is directed to deposit the award amount with interest, within a period of eight weeks from the date of receipt of a copy of this order, if so far not deposited. On such deposit of the award amount in the M.C.O.P account, the claimants shall be entitled to withdraw the same on proper application.

19. Accordingly, the Civil Miscellaneous Appeal No.2019 of 2024 is dismissed and Cross Objection No.89 of 2024 is partly allowed. There shall be no order as to costs.

(Dr.G.J, J.) & (M.S.K, J.)
12.12.2025



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

Index :Yes/No.
Neutral Citation :Yes/No.

WEB COPY

To,

1. The Motor Accidents Claims Tribunal, I Additional District Court, Namakkal.
2. The Section Officer, V.R.Section, High Court, Madras.



WEB COPY



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

Dr.G.JAYACHANDRAN, J.
&
MUMMINENI SUDHEER KUMAR, J.
bsm

Pre-delivery judgment made in
C.M.A.No.2019 of 2024
& Cros.Obj.No.89 of 2024

.12.2025



WEB COPY



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024



WEB COPY



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

23.03.2026

CORAM

**THE HONOURABLE Dr.JUSTICE G.JAYACHANDRAN
and
THE HONOURABLE MR.JUSTICE MUMMINENI SUDHEER KUMAR**

C.M.A.No.2019 of 2024
& Cros.Obj.No.89 of 2024

C.M.A.No.2019 of 2024

The Oriental Insurance Co. Ltd.,
Branch Manager,
Old No.29/B, New No.238, Arcot Road,
Jambubulla Complex 1st Street,
Vellore – 632 004.

... Appellant/2nd Respondent

/versus/

1. Nantha Kumar,
2. N.Malathi,
3. Kiruthikkumar,
4. B.Srinivasan,

... Respondents

Prayer: Civil Miscellaneous Appeal filed under Section 173 of Motor Vehicles Act, 1988, against the award dated 18.08.2023 made in M.C.O.P.No.873 of 2018 on the file of the Motor Accident Claims Tribunal, I Additional District Court, Namakkal.

For Appellant : Mr.S.Arun Kumar

For Respondents : Mrs.Nalini Chidambaram, Senior Counsel,
for M/s.C.Uma, for R1 to R3



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

Cross Objection No.89 of 2024

1. Nantha Kumar,

2. N.Malathi,

3. Kiruthikkumar,

... Cross Objectors/Respondents 1 to 3
/versus/

1. The Oriental Insurance Co. Ltd.,
Branch Manager,
Old NO.29/B, New No.238, Arcot Road,
Jambubulla Complex 1st Street,
Vellore – 632 004

... 1st Respondent/Appellant

2. B.Srinivasan,

... 2nd Respondent/4th Respondent

Prayer: Cross Objection filed under Order 41 Rule 22 of C.P.C., to enhance the compensation awarded in M.C.O.P.No.873 of 2018 on the file of the Motor Accidents Claims Tribunal, I Additional District Court, Namakkal from Rs.1,76,32,813/- by Rs.1,04,93,187/- and award the compensation of Rs.2,81,26,000 (Rupees One Crore Eighty One Lakh and Eighty One thousand Only).

For Appellants : Mrs.Nalini Chidambaram, Senior Counsel,
for M/s.C.Uma.

For Respondents : Mr.S.Arun Kumar, for R1

COMMON JUDGMENT

The claimant is one Praveen Kumar, working under contract as Second Commandant Officer in the ship owned by the Eastern Pacific Shipping (India) Pvt., Limited. He died on 26.06.2000 in a motor accident. The Tribunal, in



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

M.C.O.P. No.873 of 2018, on the file of the Motor Accident Claims Tribunal, I Additional District Court, Namakkal, filed by the defendants, passed an award of Rs.1,76,32,813/-. Being aggrieved, the Insurance Company filed an appeal and the claimants also filed Cross Objection. This Court, by a common judgment dated 12.12.2025, disposed of the appeal and Cross Appeal, modifying the compensation payable to the parents and brother of the deceased and quantified the amount at Rs.3,01,82,002/-.

2.The Insurance Company has filed a memo pointing out that the loss of Salary should have been taken only for 6 months in a year and for the remaining 6 months only one time Loyalty Leave Pay (LLP) alone ought to have been taken into account. Hence, requested for listing the matter under the caption “for being mentioned”. Accordingly, this matter has been listed today.

3.We find in our order the monthly salary of the deceased at the rate of 3900 USD for 12 months is wrongly fixed while admittedly, the deceased was under contract only for six months in a year and therefore, the amount of compensation under loss of income has to be modified restricting full salary for 6 months and the consolidated one time payment as Loyalty Leave Pay (LLP) for the remaining period.



4.The claimant has also filed a counter memo contending that the monthly salary of the deceased was 3900 USD + 630 USD as seniority pay. However, Court while fixing the monthly salary omitted to take into consideration seniority pay and also claimed that for the non-employment period and the deceased was to be compensated the loss of Loyalty Leave Pay of 1740 USD.

5.On perusing the records and in the light of the above submission, we find that the contract between the deceased and his employer mentions the salary only 3900 USD per month. However, in the chief examination of the employer, it has been elicited that during the period of employment, the deceased was paid 3600 USD in one account and 500 USD in a different account and this has been substantiated through Ex.P.55 bank pass book entries. Likewise, we also find that a letter communication from the employer to the deceased which states that he will be entitled for Loyalty Leave Pay (LLP) of 1380 USD, based on his time spent off board and these documents marked as Ex.P-35 and Ex.P-36 . The letter dated 28.09.2012 by the employer undertakes that the deceased is entitled for Loyalty Leave Pay of 1850 USD, based on the time spent on his return to duty. We understand from these two documents that to ensure the employee to return back to duty after leave, this loyalty leave pay



is paid and the documents indicate that around 1740 USD was paid for the period of leave on his last contract.

6. Therefore, for the purpose of fixing the compensation, we are of the view that the loss of salary fixed at the rate of 3900 USD for 12 months is incorrect and it has to be modified as (3600+500 USD =4100 USD per month) for six months in a year and 1740 USD as Loyalty Leave Pay (LLP) as one time payment. Hence, the compensation is redrawn as below:

(i)	Converting USD x Indian Currency value as on date of accident, the Annual Salary of the deceased is (4100USD x 6 months = 24600+One Time LLP 1740USD=26340USD x Rs.67.4087)	Rs.17,75,545/-
(ii)	Add: 40 % Future Prospects (17,75,545/- of 40% [F.P])	Rs. 7,10,218/-
	(Rs.17,75,545+Rs.7.10,218)=	Rs. 24,85,763/-
(iii)	Income-Tax deduction approximately 15% average (Rs.24,85,763- 15%)	Rs. 21,12,899/-
(iv)	50% Deduction towards personal expenses	Rs. 10,56,449/-
(v)	Applying Multiplier Rs.10,56,449 x 16	Rs.1,69,03,184/-
(vi)	Loss of love and affection (Rs.40,000 x 3 claimants)	Rs. 1,20,000/-
(vii)	Funeral Expenses	Rs. 15,000/-
(viii)	Loss of Estate	Rs. 15,000/-
	Total	Rs.1,70,53,184/-



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

WEB COPY

7.Both Appeal and Cross Objection are disposed of in the above terms.

No costs.

(Dr.G.J, J.) & (M.S.K, J.)
23.03.2026

Index :Yes/No.
Neutral Citation :Yes/No.
kp



WEB COPY



C.M.A.No.2019 of 2024 & Cros Obj.No.89 of 2024

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

kp

To

1. The Motor Accidents Claims Tribunal,
I Additional District Court, Namakkal.
2. The Section Officer, V.R.Section, High Court, Madras.

Judgment in
C.M.A.No.2019 of 2024
& Cros.Obj.No.89 of 2024

23.03.2026