BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 18/06/2025

CORAM

THE HONOURABLE MR. JUSTICE M.DHANDAPANI

CMA (MD). Nos.1168 to 1172 of 2013
and MP Nos.1 to 1 of 2013

United India Insurance Co. Ltd.,
Kovilpatti Branch
rep. by the Branch Manager ...Appellant in all CMAs

v.

1.Kumar ... Respondent in CMA No.1168/2013

1.Subbu Thai ... Respondent in CMA No.1169/2013

1.Minor Puluthurai ... Respondent in CMA No.1170/2013

1.Muthiah ... Respondent in CMA No.1171/2013

1.Valliammal ... Respondent in CMA No.1172/2013

2.K.Kannan

3.K.Selvakumar ... Respondents in all CMAs

COMMON PRAYER: Civil Miscellaneous Appeals are filed under Section 173 of the Motor Vehicles Act, 1973 against the common judgment and decree dated 06.12.2006 in MCOP Nos.32 to 36 of 2005 on the file of the Motor Accident Claims Tribunal, Sub Court, Sankarankoil.

For Appellant : Mr.B.Rajesh Saravanan
For Respondents : No appearance for R3 in all CMAs

COMMON JUDGMENT

These Civil Miscellaneous Appeals were directed against the common judgment and decree dated 06.12.2006 in MCOP Nos.32 to 36 of 2005 on the file of the Motor Accident Claims Tribunal, Sub Court, Sankarankoil.

2. The facts in brief:

On 21.10.2003, the mini bus bearing Registration No. TN 72 W7155, insured with the appellant insurance company, due to overload, capsized, in which, twelve passengers who travelled in the said bus, sustained injuries and for the injuries sustained by them, they filed their respective claim petitions before the Tribunal. The Tribunal, considering the oral and documentary evidence and also considering the disability sustained by the respective injured, awarded compensation by assessing their individual disability and fixed the liability on the insurance company and directed the appellant insurance company to pay the compensation to the injured claimants. The Tribunal ordered payment of compensation fastening the liability against the owner of the vehicle and the Insurance company and directed to pay the respective compensation with 9% interest. Therefore, the appellant is before this Court with these appeals challenging the liability fixed on them.

3. The learned counsel for the appellant would submit that as per the permit and the insurance policy, only 25 persons alone were entitled to travel in the minibus, whereas contrary to the policy and permit, 61 persons were travelled in the minibus and hence, due to overcrowd, the minibus got capsized and hence, fastening the liability on the insurance company is not sustainable and the same is liable to be interfered with. He would further contend that normally, the trial Court and this Court fix interest at 7.5% p.a., whereas the Tribunal has fixed 9% interest from the date of petition till the date of realization and since the same is contrary

to the decision rendered by this Court, which needs interference.

4. Though notice was served on the respondents and name printed, none appears for the respondents.

5. I have considered the submissions and perused the materials available on record.

6. The fact with regard to the accident and the injury sustained by the respective respondents/claimants are not in dispute. Admittedly, on 21.10.2003, the minibus got capsized due to which 26 persons were injured out of which 12 persons filed claim petitions seeking compensation. The insurance company claimed that the permissible passenger as per the policy condition and vehicle registration is only 25 persons, whereas 61 persons were travelled in the minibus, thereby it leads to an accident and in order to prove such an allegation, on behalf of the Insurance Company, no witnesses were examined before the tribunal. Hence, the plea, with regard to 61 persons travelled in the minibus, was not proved before the trial Court and further the insurance company's

grievance is that the passengers travelled in the minibus exceeded 25 persons and hence, the insurance company is liable to pay the compensation only for admitted passengers. The said issue was rightly considered and decided by the Tribunal to the effect that since the passengers travelled is within the permissible limit, the insurance company is liable to pay the compensation, which in the considered opinion of this Court need not be interfered with. However, in respect of interest, the tribunal directed the appellant Insurance Company to pay the respective award with 9% interest, which needs interference.

7. Accordingly, the appellant is directed to pay the compensation awarded with interest at the rate of 7.5% from the date of petition, till the date of deposit and the appellant insurance company is directed to pay the compensation within a period of eight weeks from the date of receipt of a copy of this judgment, less the amount already deposited. The insurance company is entitled to withdraw the excess amount, if any, with accrued interest.

8. The Civil Miscellaneous Appeals stand dismissed, however, with the above modification with regard to interest. No costs. Consequently connected Miscellaneous Petitions are closed.

18.06.2025

NCC : Yes/No
Index : Yes/No
RR

TO
1.The Motor Accident Claims Tribunal, Sub Court, Sankarankoil

2.VR Section
Madurai Bench of Madras High Court, Madurai.

M.DHANDAPANI,J

RR

ORDER
IN
CMA(MD) Nos.1168 to 1172 of 2013

Date : 18/06/2025