



C.M.A.(MD).Nos.1155 of 2024

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 12.05.2025

CORAM

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

and

THE HONOURABLE MR.JUSTICE K.K.RAMAKRISHNAN

C.M.A.(MD).No.1155 of 2024

and

C.M.P.(MD).No.12139 of 2024

The Branch Manager,

United India Insurance Company Limited,

No.52, South Masi Street,

Madurai Town and District.

... Appellant

Vs.

1.Murugesan

2.Vijaya

3.Alagumeenal

... Respondents

Prayer:- Civil Miscellaneous Appeal has been filed under Section 173 of the Motor Vehicles Act, 1988, to modify the Judgment and Decreetal order dated 26.06.2023, passed in M.C.O.P.No.170 of 2021 on the file of the Motor Accidents Claims Tribunal/Additional District Judge, Sivagangai.

For Appellant

: Mr.M.Arjun Varman

For R1 & R2

: Mr.S.Pugalendhi



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J U D G M E N T

(Judgment of the Court was made by **K.K.RAMAKRISHNAN.J.,**)

The insurance company has filed this appeal challenging the quantum passed in M.C.O.P.No.170 of 2021, dated 26.06.2023, by the Motor Accidents Claims Tribunal/Additional District Judge, Sivagangai.

2.Brief Facts of the Case:

The respondent Nos.1 and 2 are the parents of the deceased/Rajkumar. He worked in Doha Qatar Country as a steel fitter since the year 2016 and he came to India on leave on 04.02.2019. When he was riding the two wheeler bearing Registration No.TN 63 AC 9100 along with his father, the appellant insured vehicle namely Maxi Cab bearing Registration No.TN 57 BE 5275 came in the opposite direction and dashed against the deceased and in the result, he died. According to the respondent No.1 and 2, he earned Rs.30,000/- per month. Hence, they filed M.C.O.P.No.170 of 2021, dated 26.06.2023, by the Motor Accidents Claims Tribunal/Additional District Judge, Sivagangai and made a claim Rs.40,00,000/-.

3.The appellant/insurance company contested the said claim and specifically denied the negligence on the part of the appellant insured vehicle.



According to the appellant/insurance company, the deceased himself suddenly crossed the road on the wrong side, which resulted in the accident. Therefore, they seek to dismiss the claim petition.

4.The respondent No.1 and 2, to prove their claim examined P.W.1 and marked Ex.P1 to Ex.P16. On the side of the appellant/insurance company, no witness was examined nor document was marked. The learned Tribunal judge after considering Ex.P1 and Ex.P2 and other circumstances has held that the accident happened due to the negligence of the appellant's insured vehicle. On the basis of the salary certificate of the deceased and other relevant documents, has held that the deceased received a monthly salary of “1,200/- Qatari Riyals” per month and calculated the compensation by adopting the multiplier method as per the judgment of the Hon'ble Supreme Court in the *Pranay Sethi Case* and awarded Rs.34,57,400/- . Challenging the same, the insurance has filed this appeal and disputed only quantum of compensation.

5.The learned counsel appearing for the appellant insurance company would submit that the calculation of Rs.22,000/- as monthly income of the deceased is not legally correct and he relied the judgment of this Court reported in **2013 2 TNMAC 121 (DB) and 2023 2 TNMAC 647 (DB)** and he seeks to



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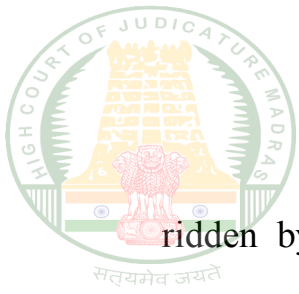
reduce the monthly salary of the deceased.

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6.On the other hand, the learned counsel appearing for the respondents 1 and 2 claimant submitted that the claimants have produced the documents to prove the employment of the deceased and the salary for the receipt of “1,200/- Qatari Riyals” and his employment during the relevant period of accident was also not disputed and no contra evidence was produced and therefore, there is no case for interference in the award passed by the learned Tribunal.

7.This Court considered the rival submissions made by the learned counsel appearing on either side and perused the materials available on record. Whether the learned tribunal judge is correct in awarding Rs.34,57,400/- in favour of the respondents No. 1 and 2 for the death of their son in the motor accident happened on 04.02.2019 due to the negligence of the appellant insured vehicle?

8. The insurance company has not disputed the finding of the negligence. Even otherwise the learned Tribunal Judge has considered Ex.P1 and Ex.P2 and absence of the contra evidence on the side of the appellant insurance company, believed the evidence of P.W.1, who was a pillion rider of the said two wheeler



ridden by the deceased/Rajkumar. Therefore, there was no infirmity in the finding of the tribunal in fixing the negligence on the part of the appellant's insured vehicle.

9.The claimants produced number of documents to prove the employment of the deceased in Qatar and the continuation of the employment in the Qatar since the year 2016. As per Ex.P.10, he started working from 13.11.2016 and the same continued till the date of the accident as per Ex.P11, In Ex.P11, transfer of salary is evident. Apart from that, the Visa entry was also produced. The identity Card also was produced. It is well known fact that unless the working visa could not be extended without contract of the employment. In this case he had the working visa. The salary monthly salary as per the salary certificate Ex.P8 was “1,200/- Qatari Riyals” and the same was around 21,000/- as per the Indian value on the date of the accident. Hence, the learned Tribunal Judge has correctly appreciated the above documents and arrived the correct monthly salary of the deceased as Rs.22,000/- and applied 40% for future prospect and considering the age of the deceased 40 years deducted $\frac{1}{2}$ for the personal expenditure and adopted multiplier of 18 and awarded Rs.44,000/- under the head of loss of love and affection and correctly granted compensation as Rs.34,57,400/-. Therefore, this Court finds no



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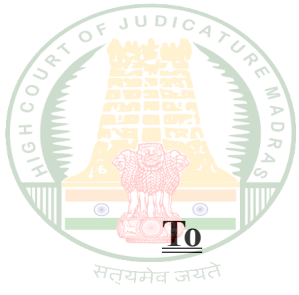
infirmity in the award passed by the learned Tribunal Judge and inclines to dismiss the same.

10. Accordingly, this civil miscellaneous appeal is dismissed by confirming the judgment passed in M.C.O.P.No.170 of 2021, dated 26.06.2023, by the Motor Accidents Claims Tribunal/Additional District Judge, Sivagangai. The appellant/Insurance Company is directed to deposit the award amount with the proportionate accrued interest and costs, after deducting the amount if already deposited, within a period of six weeks from the date of receipt of a copy of this order. On such deposit, the respondent Nos.1 and 2 are entitled to withdraw 50% from their respective share amounts with proportionate interest with costs.

There shall be no order as to costs. Consequently, the connected civil miscellaneous petition is closed.

[P.V.J.] [K.K.R.K.,J.]
12.05.2025

Index : Yes/No
Internet : Yes/No
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1. The Additional District Judge,
Motor Accidents Claims Tribunal,
Sivagangai.
2. The Section Officer,
VR Section,
Madurai Bench of Madras High Court, Madurai.



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