



C.M.A. NO.134 OF 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24.02.2026

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CORAM:
THE HONOURABLE MR. JUSTICE N.SATHISH KUMAR
AND
THE HONOURABLE MR. JUSTICE R.SAKTHIVEL

C.M.A. NO.134 OF 2026
AND
C.M.P. NO.1345 OF 2026

M/s.Cholamandalam MS General
Insurance Co. Ltd.,
Shawalas Building
Thambu Chetty Street,
Parrys, Chennai – 600 001.

... Appellant /
2nd Respondent

Versus

1.K.Dineshkumar
S/o.Karthikeyan
No.124/64, Thirumangaiazhwar Street,
Sriperambathur,
Kanchipuram District – 602 105

... 1st Respondent /
Petitioner

2.M.Manikandan
S/o. Meganathan
No.27, Sannathi Street,
Ponnamallee, Chennai – 600 056.

... 2nd Respondent /
1st Respondent

PRAYER: Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, praying to set aside the Judgment and Decree dated June 23, 2025 passed in M.C.O.P. No.2322 of 2018 on the file of the



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Motor Accidents Claims Tribunal, Special Court No.II, Court of Small Causes, Chennai by allowing the Appeal.

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For Appellant : Mr.M.B.Raghavan
For Respondent-1 : Mr.Amar D.Pandiya
For Respondent-2 : No appearance

* * *

J U D G M E N T

(Judgment of the Court was made by R.Sakthivel, J.)

Feeling aggrieved by the Award dated June 23, 2025 passed by 'the Motor Accidents Claims Tribunal, Special Court No.II, Court of Small Causes, Chennai' ['Tribunal' for short] in M.C.O.P. No.2322 of 2018, the second respondent therein / insurance company, has preferred this Civil Miscellaneous Appeal.

2. For the sake of convenience, hereinafter, the parties will be referred to as per their array in the Original Petition.

PETITIONER'S CASE

3. On July 22, 2017, at about 00:30 hours, the petitioner - K.Dinesh Kumar was travelling as a pillion rider in a motorcycle bearing Registration No.TN-20-BM-7106. The motorcycle was travelling near Nokia Gate, VRP Chatram, Sriperumbudur. The driver of the said



motorcycle drove in a rash and negligent manner and dashed against an unknown vehicle on its rear side. Due to the rear end collision caused by the driver of the motorcycle in which the petitioner was riding pillion, the petitioner and the driver of the offending motorcycle, both sustained grievous injuries. He was rushed to Government Hospital, Sriperumbudur where first aid was administered to him. Thereafter, on the same day, he was shifted to Sri Ramachandra Hospital, Chennai.

3.1. At the time of accident, the petitioner was 23 years old. He was working as a Collection Staff at M/s.Radiant Cash Management Services and Limited, Chennai and thereby earned a sum of Rs.9,500/- per month.

3.2. With regard to the accident, a First Information Report (F.I.R.) in Crime No.651 of 2017 for the offences under Sections 279, 304(A) and 338 of the Indian Penal Code, 1860 (IPC) was registered on the file of Sriperumbudur Police Station, against the driver of the aforesaid motorcycle whose name is Murugesan. As Murugesan passed away on the next day of the accident *i.e.*, on July 23, 2017, F.I.R. Sections were altered to Sections 279 and 304(A) of IPC.

3.3. First respondent is the owner of the said offending motorcycle and the second respondent is the insurer of the said motorcycle. According



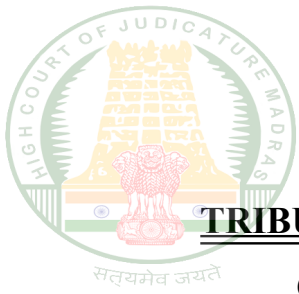
to the petitioner, the accident occurred solely due to the rash and negligent riding of the rider of the motorcycle and therefore, both the respondents are jointly and severally liable to compensate the petitioner. Accordingly, the petitioner filed the present Claim Petition seeking a compensation of Rs.40,00,000/- (Rupees Forty Lakhs only).

FIRST RESPONDENT'S CASE:

4. First respondent remained absent and was set *ex-parte* by the Tribunal.

SECOND RESPONDENT'S CASE:

5. The second respondent filed a counter statement denying the claim petition averments. The second respondent averred that the petitioner is put to strict proof of the petition averments. Further, it was specifically averred that F.I.R. was registered against an unknown vehicle and not against the driver of first respondent's motorcycle. It was also specifically averred that as per the Motor Vehicle Inspection Report [M.V.I. Report], the petitioner himself was the driver of the first respondent's motorcycle. On the above grounds, the second respondent prayed for dismissal of the Original Petition.



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6. At trial, on the side of the petitioner, he examined himself as P.W.1 and marked Ex-P.1 to Ex-P.30; Mr.Anandaraj from Bills Department of Sri Ramachandra Hospital was examined as P.W.2 and through him Ex-X.1 to Ex-X.3 were marked; Mr.Saravanan, Officer of Medical Records Department, Dr.Rajiv Gandhi Government General Hospital, Chennai was examined as P.W.3 and through him Ex-X.4 and Ex-X.5 were marked. On the side of the second respondent, one Ms.Sangeetha, Deputy Manager of second respondent - Legal Department was examined as R.W.1 and Ex-R.1 to Ex-R.4 were marked. Disability Certificate issued to the petitioner was marked as Ex-C.1.

7. The Tribunal, upon consideration of the oral and documentary evidence available on record, came to the conclusion that the accident occurred solely due to the rash and negligent driving of the driver of the first respondent's motorcycle namely Murugesan. Since the offending motorcycle belonging to the first respondent was duly insured with the second respondent / insurance company at the material point of time, the Tribunal held that the respondents are jointly and severally liable to pay compensation to the petitioners and awarded a sum of Rs.21,52,813/- (Rupees Twenty-One Lakh Fifty-Two Thousand Eight Hundred and



Thirteen only) as compensation to the petitioner. The specific heads under which compensation was granted are as tabulated hereunder:

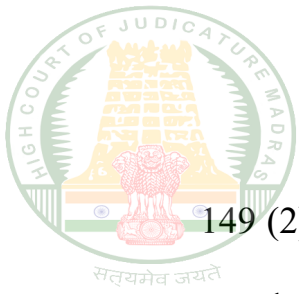
S. No.	Head	Amount
1.	Medical Expenses	Rs.5,55,053/-
2.	Transportation charges	Rs.35,000/-
3.	Extra Nourishment	Rs.30,000/-
4.	Attender charges	Rs.40,000/-
5.	Loss of Income	Rs.12,92,760/-
6.	Discomfort and pain and suffering	Rs.2,00,000/-
Total		Rs.21,52,813/-

8. Challenging the Award, the second respondent / insurance company has preferred this Civil Miscellaneous Appeal.

ARGUMENTS

9. The main and vehement contention of Mr.M.B.Raghavan, learned Counsel appearing for the appellant / second respondent / insurance company is that the Tribunal failed to appreciate the fact that the driver of first respondent's motorcycle did not hold a valid driving licence at the time of accident and erred in fixing the liability to pay compensation on the second respondent without ordering for pay and recovery.

9.1. He elaborates on his argument by submitting that indeed the burden lies upon the second respondent to prove its defence under Section



149 (2) (a) (ii) of 'the Motor Vehicles Act, 1988' ['M.V. Act' for short] as it stood before the Amendment Act No.32 of 2019. But the nature and amount of proof depends upon the unique facts and circumstances of each case. He submits that in this case, despite service of notice, the first respondent did not choose to contest the claim petition. Further, the second respondent issued Ex-R.4 - Notice dated December 5, 2018 to the first respondent calling upon him to produce the driving licence particulars. The first respondent, after receipt of the same, neither furnished the details of the driver and his driving licence nor sent any reply. When the first respondent has been silent about the licence particulars, the second respondent cannot be made to prove a negative fact *i.e.*, absence of a valid licence by impossible means of summoning the Regional Transport Officer [RTO].

9.2. He further points out that in view of Section 133 of the M.V. Act read with Rule 376 of the Tamil Nadu Motor Vehicles Rules, 1989, the first respondent being the owner of the offending motorcycle has a statutory duty / obligation to furnish the details of the driving licence of its driver. Since the first respondent failed to produce the details of the driving licence, an adverse inference ought to have been drawn. For ease of reference, the said provisions are extracted hereunder:



Section 133 of the M.V. Act:

133.Duty of owner of motor vehicle to give information. - The owner of a motor vehicle, the driver or conductor of which is accused of any offence under this Act shall, on the demand of any police officer authorised in this behalf by the State Government, give all information regarding the name and address of, and the licence held by, the driver or conductor which is in his possession or could by reasonable diligence be ascertained by him.

Rule 376 of the Tamil Nadu Motor Vehicles Rules, 1989:

'376.Officers empowered to demand information.- Police Officers not below the rank of Sub-Inspector and any inspecting officers of the Transport Department are authorised to demand from the owner of a motor vehicle the driver of which is accused of an offence under the Act all information regarding the name and address of and the licence held by the driver which is in his possession or could by reasonable diligence be ascertained by him.'

9.3. Further, he highlights the practical difficulty in examining the RTO to establish that driver did not hold a valid driving licence. He differentiated cases where there is some information available regarding the driver's licence and where there is no whisper about the same like the instant case. When no information about the licence is available throughout the proceedings, even when the RTO was examined on the side of the insurance companies, a simple suggestion in cross-examination that the



driver could have obtained a licence outside the jurisdiction of that RTO, the RTO's answer to which is obviously yes, renders the entire exercise of examining RTO in this regard completely futile.

9.4. He submits that the Tribunal ought to have considered the above aspects, drawn adverse inference against the first respondent and held that the insurance company proved that the first respondent's driver had no valid driving licence at the material point of time. Instead, the Tribunal observed that the second respondent did not prove that the driver of first respondent's motorcycle had no valid driving licence, which is erroneous. Accordingly, he prays to allow the Civil Miscellaneous Appeal and order for pay and recovery.

9.5. He relies on the following Judgments in support of his contentions:

- (i) ***Pappu's Case*** - Judgment of Hon'ble Supreme Court in *Pappu -vs- Vinod Kumar Lamba*, reported in (2018) 3 SCC 208;
- (ii) ***Amrit Paul Singh's Case*** Judgment of Hon'ble Supreme Court in *Amrit Paul Singh -vs- TATA AIG General Insurance Company Limited*, reported in (2018) 7 SCC 558;



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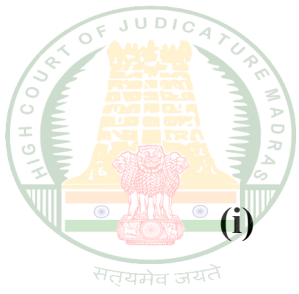
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(iii) ***Sithiga Yasmeeni's Case*** - Judgment of a Hon'ble Division Bench of this Court in *National Insurance Company Limited -vs- Sithiga Yasmeen* dated April 5, 2022 made in C.M.A. No.706 2020.

10. Mr.Amar D.Pandiya, learned Counsel appearing for the first respondent herein / petitioner submits that the initial burden always lies upon the insurance company to prove that the driver of first respondent's motorcycle did not possess valid driving licence. The insurance company ought to have taken steps to examine the Regional Transport Officer to prove that the first respondent's driver had no valid driving licence. The Tribunal after considering the facts and circumstances of the case, correctly rendered the finding that the second respondent failed to prove that the driver of first respondent's motorcycle had no valid driving licence at the time of accident. Accordingly, he prays to dismiss the Civil Miscellaneous Appeal.

DISCUSSION

11. From hearing either side and perusing the evidence available on record, the main points that emerges for consideration in this Civil Miscellaneous Appeal are:



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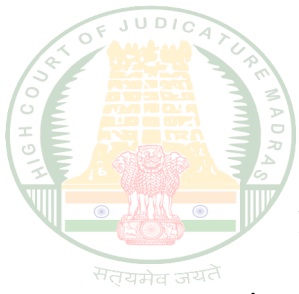
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(i) Whether the second respondent / insurance company has sufficiently discharged its burden of proof with respect to its defence under Section 149 (2) (a) (ii) of the M.V. Act as it stood before the Amendment Act No.32 of 2019 that the driver of the first respondent's offending motorcycle was not holding a driving licence at the time of accident ?

(ii) Whether adverse inference under Section 114 of Indian Evidence Act, 1872 is to be drawn against the first respondent / owner for non-production of driving licence particulars of the driver of his offending motorcycle at the time of accident, when called upon to do so by the insurance company *vide* Ex-R.4 - Notice dated December 5, 2018 ?

(iii) Whether the insurance company is entitled to the relief of pay and recover ?

12. Though there is no serious dispute with regard to the aspects of negligence and quantum of compensation before this Court, before delving into the main points for consideration, this Court would like to deal with the said aspects.



13. As far as negligence aspect is concerned, Ex-P.1 - F.I.R. was registered against Murugesan, who is the rider of the first respondent's offending motorcycle at the material point of time, and not against an unknown vehicle as contended by the second respondent in its counter. The Police, after investigation filed Ex-P.2 - Final Report stating that since the accused Murugesan passed away, charges against him are abated. P.W.1, who is the petitioner / injured himself, deposed in his evidence that on July 22, 2017 at about 00.30 hours, Murugesan rode the first respondent's motorcycle in which he was riding pillion, in a rash and negligent manner and dashed against an unknown vehicle and thus caused the accident. Despite cross examination, his evidence could not be shaken by the second respondent. In view of the uncontroverted evidence of P.W.1 coupled with Ex-P.1 - F.I.R., this Court is of the view that said Murugesan is solely to be blamed for causing the accident by operating the first respondent's offending motorcycle in a rash and negligent manner. The Tribunal rightly held so and there is no need to interfere with the said finding.

14. As stated *supra*, this Court shall get into liability aspect after discussing the quantum of compensation. As regards quantum of compensation, relying on the petition averment that the petitioner was working as a collection agent coupled with the corroborating evidence of



P.W.1, the Tribunal took a sum of Rs.9,500/- per month as notional income,

which is fair and proper. The Tribunal further by taking into account Ex-

C.1 - Disability Certificate and the fact that the petitioner suffers from

locomotor disability due to his crush injuries on right leg, rightly

proceeded with multiplier method. The Tribunal considered his functional

disability at 45%, applied the multiplier of 18 and awarded Rs.12,92,760/-

towards loss of income. The same warrants no interference in the

considered opinion of this Court. Further, the Tribunal has awarded a sum

of Rs.5,55,053/- under the head of medical expenses. However, on perusal

of the medical bills in Ex-P.20 and Ex-X.3, it is seen that certain medical

bills amounting to a sum of Rs.1,63,062/- are not authenticated bills. At the

time of argument, this Court pointed out the same and the Counsels on

either side consented to reduce the said amount from the compensation

awarded. The compensation awarded under the other heads are just, fair

and reasonable and also based on evidence. No need for any interference

with them.

15. Now this Court shall jointly take up Point Nos.(i), (ii) and (iii) for discussion, as they are intertwined.

16. As per Ex-R.2 - Insurance Policy and Particulars, the first respondent's offending motorcycle is insured with the second respondent



under Policy No.3361/00545021/000/00. It is a package policy covering pillion rider as well. It was valid from March 2, 2017 to March 1, 2018.

The accident occurred on July 22, 2017 and hence the policy was in force at the relevant point of time.

17. This Court deems fit to extract the summary of findings in ***National Insurance Co. Ltd. -vs- Swaran Singh***, reported in (2004) 3 SCC 297, which are primarily related to burden to prove non-holding of valid driving licence and the principle of pay and recovery. Paragraph No.110 of the Judgment therein reads thus:

'Summary of findings

110. The summary of our findings to the various issues as raised in these petitions is as follows:

(i) Chapter XI of the Motor Vehicles Act, 1988 providing compulsory insurance of vehicles against third-party risks is a social welfare legislation to extend relief by compensation to victims of accidents caused by use of motor vehicles. The provisions of compulsory insurance coverage of all vehicles are with this paramount object and the provisions of the Act have to be so interpreted as to effectuate the said object.

(ii) An insurer is entitled to raise a defence in a claim petition filed under Section 163-A or Section 166 of the Motor Vehicles Act, 1988, inter alia, in terms of Section 149(2)(a)(ii) of the said Act.



(iii) The breach of policy condition e.g. disqualification of the driver or invalid driving licence of the driver, as contained in sub-section (2)(a)(ii) of Section 149, has to be proved to have been committed by the insured for avoiding liability by the insurer. Mere absence, fake or invalid driving licence or disqualification of the driver for driving at the relevant time, are not in themselves defences available to the insurer against either the insured or the third parties. To avoid its liability towards the insured, the insurer has to prove that the insured was guilty of negligence and failed to exercise reasonable care in the matter of fulfilling the condition of the policy regarding use of vehicles by a duly licensed driver or one who was not disqualified to drive at the relevant time.

(iv) Insurance companies, however, with a view to avoid their liability must not only establish the available defence(s) raised in the said proceedings but must also establish “breach” on the part of the owner of the vehicle; the burden of proof wherefor would be on them.

(v) The court cannot lay down any criteria as to how the said burden would be discharged, inasmuch as the same would depend upon the facts and circumstances of each case.

(vi) Even where the insurer is able to prove breach on the part of the insured concerning the policy condition regarding holding of a valid licence by the driver or his qualification to drive during the relevant period, the insurer would not be allowed to avoid its liability towards the insured unless the said breach or breaches on the condition of driving licence is/are so fundamental as are found to have contributed to the cause of



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the accident. The Tribunals in interpreting the policy conditions would apply “the rule of main purpose” and the concept of “fundamental breach” to allow defences available to the insurer under Section 149(2) of the Act.

(vii) The question, as to whether the owner has taken reasonable care to find out as to whether the driving licence produced by the driver (a fake one or otherwise), does not fulfil the requirements of law or not will have to be determined in each case.

(viii) If a vehicle at the time of accident was driven by a person having a learner's licence, the insurance companies would be liable to satisfy the decree.

(ix) The Claims Tribunal constituted under Section 165 read with Section 168 is empowered to adjudicate all claims in respect of the accidents involving death or of bodily injury or damage to property of third party arising in use of motor vehicle. The said power of the Tribunal is not restricted to decide the claims inter se between claimant or claimants on one side and insured, insurer and driver on the other. In the course of adjudicating the claim for compensation and to decide the availability of defence or defences to the insurer, the Tribunal has necessarily the power and jurisdiction to decide disputes inter se between the insurer and the insured. The decision rendered on the claims and disputes inter se between the insurer and insured in the course of adjudication of claim for compensation by the claimants and the award made thereon is enforceable and executable in the same manner as provided in Section 174 of the Act for enforcement and execution of the award in favour of the claimants.

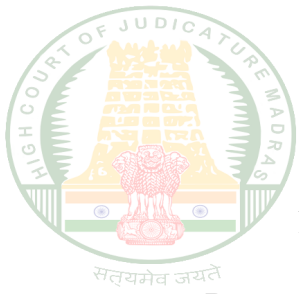
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(x) Where on adjudication of the claim under the Act the Tribunal arrives at a conclusion that the insurer has satisfactorily proved its defence in accordance with the provisions of Section 149(2) read with sub-section (7), as interpreted by this Court above, the Tribunal can direct that the insurer is liable to be reimbursed by the insured for the compensation and other amounts which it has been compelled to pay to the third party under the award of the Tribunal. Such determination of claim by the Tribunal will be enforceable and the money found due to the insurer from the insured will be recoverable on a certificate issued by the Tribunal to the Collector in the same manner under Section 174 of the Act as arrears of land revenue. The certificate will be issued for the recovery as arrears of land revenue only if, as required by sub-section (3) of Section 168 of the Act the insured fails to deposit the amount awarded in favour of the insurer within thirty days from the date of announcement of the award by the Tribunal.

(xi) The provisions contained in sub-section (4) with the proviso thereunder and sub-section (5) which are intended to cover specified contingencies mentioned therein to enable the insurer to recover the amount paid under the contract of insurance on behalf of the insured can be taken recourse to by the Tribunal and be extended to claims and defences of the insurer against the insured by relegating them to the remedy before regular court in cases where on given facts and circumstances adjudication of their claims inter se might delay the adjudication of the claims of the victims.'

[Emphasis supplied by this Court]



18. Following *Swaran Singh's Case*, Hon'ble Supreme Court in

Pappu's Case [Three Judge Bench] [relied on by the learned Counsel for the appellant / insurance company] observed *inter-alia* that when the defence of the insurance company is that the driver did not possess a valid driving licence, then the onus would shift upon the insurance company only after the basic facts are proved by the owner which are within his/her knowledge. The observation and the necessary factual context to appreciate the same are captured in Paragraph Nos.12 and 13 of the Judgment in ***Pappu's Case***, which read thus:

'12. This Court in National Insurance Co. Ltd. [National Insurance Co. Ltd. v. Swaran Singh, (2004) 3 SCC 297 : 2004 SCC (Cri) 733] has noticed the defences available to the insurance company under Section 149(2)(a)(ii) of the Motor Vehicles Act, 1988. The insurance company is entitled to take a defence that the offending vehicle was driven by an unauthorised person or the person driving the vehicle did not have a valid driving licence. The onus would shift on the insurance company only after the owner of the offending vehicle pleads and proves the basic facts within his knowledge that the driver of the offending vehicle was authorised by him to drive the vehicle and was having a valid driving licence at the relevant time.

13. In the present case, Respondent 1 owner of the offending vehicle merely raised a vague plea in the written statement that the offending Vehicle No. DIL 5955 was being driven by a person having valid driving licence. He did not

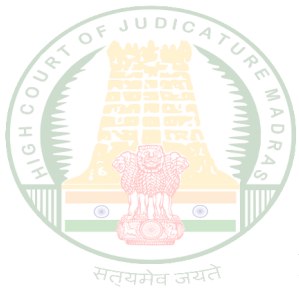


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disclose the name of the driver and his other details. Besides, Respondent 1 did not enter the witness box or examine any witness in support of this plea. Respondent 2 insurance company in the written statement has plainly refuted that plea and also asserted that the offending vehicle was not driven by an authorised person and having valid driving licence. Respondent 1 owner of the offending vehicle did not produce any evidence except a driving licence of one Joginder Singh, without any specific stand taken in the pleadings or in the evidence that the same Joginder Singh was, in fact, authorised to drive the vehicle in question at the relevant time. Only then would onus shift, requiring Respondent 2 insurance company to rebut such evidence and to produce other evidence to substantiate its defence. Merely producing a valid insurance certificate in respect of the offending truck was not enough for Respondent 1 to make the insurance company liable to discharge his liability arising from rash and negligent driving by the driver of his vehicle. The insurance company can be fastened with the liability on the basis of a valid insurance policy only after the basic facts are pleaded and established by the owner of the offending vehicle that the vehicle was not only duly insured but also that it was driven by an authorised person having a valid driving licence. Without disclosing the name of the driver in the written statement or producing any evidence to substantiate the fact that the copy of the driving licence produced in support was of a person who, in fact, was authorised to drive the offending vehicle at the relevant time, the owner of the vehicle cannot be said to have extricated himself from his liability. The insurance company would become liable only after such foundational facts are pleaded and proved by the owner of the offending vehicle.'



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19. In *Pappu's Case*, the owner of the offending vehicle entered appearance, filed written statement but remained evasive about the driver's name and licence particulars. But in the present case, the owner of the offending motorcycle (first respondent) remained *ex-parte* and the second respondent took leave of the Court to raise all the grounds available to the first respondent under Section 170 of the M.V. Act and thereby stepped into the shoes of the first respondent. Further, in the instant the driver has been named as one Murugesan and the F.I.R. has also been laid against him by stating that he operated the offending vehicle. It is settled law that the person who alleges breach must prove the same with cogent evidence and in case of contract of insurance, failure thereof on the part of insurance company means it cannot be absolved of its liability on that ground. Moreover, in *Swaran Singh's Case* [followed in *Pappu's Case*] it was laid down that the burden always lies upon the insurance company to prove its defence and that no criteria can be laid down as to how the insurer is to discharge its burden. In these circumstances, this Court is of the view that the ratio in *Pappu's Case* was on its own facts and the facts of the instant case being distinguishable therefrom, *Pappu's Case* is not applicable to the instant case. This Court is of the view that when the first respondent remains *ex-parte* and when the second respondent steps into the shoes of



the owner / first respondent, it is solely upon the second respondent to prove its defences.

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20. Though the burden of proof rests solely on the insurance company, the nature of proof varies as held in *Swaran Singh's Case* and as rightly contended by Mr.M.B.Raghavan, learned Counsel for the appellant. In view of Section 133 of the M.V. Act and in view of Rule 376 of the Tamil Nadu Motor Vehicles Rules, 1989, it is the duty of the owner of the motorcycle to furnish the details of the driver of the motorcycle, that too in the absence or demise of the driver. The Inspector, Road Transport Authority is empowered to collect the driving licence particulars from the accused as well as from the owner. The Investigating Officer is also empowered to do so. In this case, the Motor Vehicles Inspector, while inspecting the motorcycle, found that the driving licence of the driver was not produced. The first respondent did not choose to contest the claim petition and hence, he was called absent and set *ex-parte* by the Tribunal. In these circumstances, the insurance company rightly sent Ex-R.4 - Notice dated December 5, 2018 calling upon the first respondent to produce the driving licence of the driver who drove first respondent's offending motorcycle at the material point of time. The insurance company has thus taken steps to prove its defence. Despite receiving the notice, the first



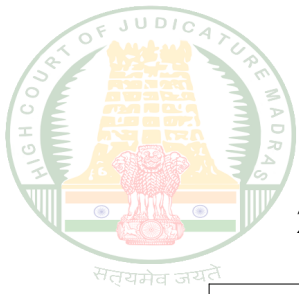
respondent did not furnish the driving licence details nor did he send any reply. In the absence of any particulars about the driving licence and when the alleged driver is no more, it would be least possible for the insurance company to establish that the driver did not hold a valid driving licence. Accepting the submissions made by Mr.M.B.Raghavan, learned Counsel for the appellant, this Court is of the view that examining the RTO in cases where not even a single information about the licence is produced, would prove to be futile for the insurance company. The learned Counsel rightly placed reliance on *Sithiga Yasmeen's Case* [cited *supra*] for that proposition. When there is no licence or licence particulars disclosed or when owner or driver as the case may be withholds such information within his knowledge, the insurer cannot be compelled to summon RTO. Summoning is required only when licencing is pleaded and sufficient particulars are available on record. The scenario would have been different if there was some information about the driving licence of the driver, or when the defence of the insurance company is that the licence is a fake or invalid one. In such scenarios, examining the RTO would be fruitful. But the insurance company cannot be made to prove something out of thin air *i.e.*, in the absence of any particulars about the driving licence by summoning the RTO. Under such circumstances, this Court is of the view that the insurance company discharged its initial burden by sending Ex-R.4



- Notice and that as the first respondent withheld the licence particulars without assigning any reason even after receipt of Ex-R.4, adverse inference as per Section 114 of Indian Evidence Act, 1872 has to be drawn against the first respondent that the first respondent's driver was driving the motorcycle without having any valid driving licence. The Tribunal ought to have made an adverse inference against the first respondent, but the Tribunal failed to do so. The first respondent violated the policy condition. Hence, the second respondent / insurance company shall satisfy the award amount and recover the same from the first respondent. The points that arose for consideration are answered accordingly.

21. The Judgment of this Court in ***Branch Manager Reliance General Ins. Co. Ltd. Vellore -vs- Prasannavathi***, reported in **2026:MHC:576**, wherein it was held that the insurance company failed to prove its defence that the driver did not hold a valid licence. Unlike the instant case, the insurance company therein failed to take any step to prove its defence. It did not even examine the driver of the offending vehicle therein who was alive. Hence, the same is distinguishable on facts.

22. There is no quarrel with ***Amrit Paul Singh's Case*** relied on by the learned Counsel appearing for the appellant / Insurance Company, but it is not applicable to the facts and circumstances of this case.



23. The compensation as modified by this Court is tabulated below:

S. No.	Head	Amount awarded by the Tribunal	Amount now re-quantified by this Court
1.	Medical Expenses	Rs.5,55,053/-	Rs.3,91,991/-
2.	Transportation charges	Rs.35,000/-	Rs.35,000/-
3.	Extra Nourishment	Rs.30,000/-	Rs.30,000/-
4.	Attender charges	Rs.40,000/-	Rs.40,000/-
5.	Loss of Income	Rs.12,92,760/-	Rs.12,92,760/-
6.	Discomfort and pain and suffering	Rs.2,00,000/-	1,50,000/-
Total		Rs.21,52,813/-	Rs.19,39,751/-

CONCLUSION

24. In view of the foregoing narrative, the appellant / insurance company is directed to deposit the **reduced award amount of Rs.19,39,751/- (Rupees Nineteen Lakhs Thirty-Nine Thousand Seven Hundred and Fifty-One Only)** along with interest at the rate of 7.5% per annum from the date of claim petition till the date of deposit, to the credit of M.C.O.P. No.2322 of 2018 on the file of Motor Accidents Claims Tribunal, Special Court No.II, Court of Small Causes, Chennai, less the amount if any already deposited, within a period of two (2) months from the date of receipt of a copy of this Judgment and **shall be entitled to**



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recover the same from the first respondent, without the need to initiate a separate Suit, as if an Award was passed against the first respondent in favour of second respondent for pay and recovery. On such deposit being made, the respondent/petitioner is entitled to withdraw the same, by filing proper application. In all other aspects, the Award of the Tribunal shall hold good.

25. In fine, this Civil Miscellaneous Appeal is allowed in part as indicated above. Considering the facts and circumstances, there shall be no order as to costs. Connected Civil Miscellaneous Petition is closed.

[N.S.K., J.]

[R.S.V., J.]

24.02.2026

Index : Yes
Neutral Citation : Yes
Speaking Order : Yes
TK

To
The Motor Accidents Claims Tribunal
Special Court No.II,
Court of Small Causes
Chennai.



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N.SATHISH KUMAR, J.
AND
R.SAKTHIVEL, J.

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