IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-06-2026

CORAM

THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 899 of 2026
and CMP No.4834 of 2026

1. The Manager
Royal Sundaram Alliance Insurance Co.ltd
Trichy Main Road, Villupuram

Petitioner(s)

Vs

1. Valli
W/o.Govindaraj, No.189, Mariyamman
Koil Street, Vazhuthareddy, Villupuram

2.Swetha
W/o. Radhakrishnan, No.309A, Anna
Nagar, Kothavacherry, Kurinjipadi Taluk,
Cuddalore.

Respondent(s)

Revision filed under Article 227 of the Constitution of India to set aside the order of Award dated 12.09.2025 passed in MCOP No.18 of 2023 on the file of Motor Accidents Claims Tribunal, Chief Judge, Special Subordinate Court II, Villupuram.

For Petitioner(s): MR. S.Srinivasan

For Respondent(s): Mr.M.Lokesh For R1
R-2 - No Appearance

ORDER

Challenging the pay and recovery order passed by the Motor Accidents Claims Tribunal, Chief Judge, Special Subordinate Court II, Villupuram, in MCOP No.18 of 2023 dated 12.09.2025, the Insurance Company has preferred the above revision.

2. Learned counsel for the revision petitioner/insurance company states that the Tribunal has ignored the fact that the proviso to Sub Section (4) to Section 149 of the erstwhile provisions of the Motor Vehicles Act, 1988 is no longer in the Statute Book and in terms of the amended provisions, the defenses available to the Revision Petitioner/insurer are absolute and unconditional. Learned counsel further submits that the Tribunal has failed to note that after the amendment, once the defences available to an insurer is pleaded and established, the insurer is absolved from any liability even to any third party and the reliance of the Tribunal to proposition of law laid down in the case laws on the subject while the erstwhile Act was in force is completely erroneous since the same is no longer a good law by virtue of the deletion of Sub Section (4) and (5) of erstwhile Section 149 of the Motor Vehicles Act,1988 and therefore the learned counsel prays to set aside the order passed by the Motor Accidents Claims Tribunal, Chief Judge, Special Subordinate Court II, Villupuram.

3. Learned counsel for the first respondent submits that the said contention has already been negatived by this Court in the case of ***Branch Manager, Royal Alliance Sundaram Insurance Co Ltd vs Pradeep and another*** reported in ***2026(1) TN MAC 541*** and by the Division Bench of this Court in the case of ***The Branch Manager, ICICI Lombard General Insurance Company Limited, Thanjavur and others vs Mariyapushpam and Others*** reported in ***CDJ 2026 MHC 3802.***

4. In the case of ***Branch Manager, Royal Alliance Sundaram Insurance Co Ltd vs Pradeep and another*** reported in ***2026(1) TN MAC 541***, this Court has held as follows:

> " *11. Though it is contended that against the above referred judgment of the Allahabad High Court, the Insurance Company preferred SLP and stay was also granted on 20.5.2025, mere pendency of the Appeal before the Hon'ble Supreme Court does not erase effect of the pronouncement made in C.M.A.(MD)No.554 of 2025 and batch. Therefore, this Court has no other option but to follow the learned Single Judge's view taken in CMA No.554 of 2025 and batch".*

5. In the case of ***The Branch Manager, ICICI Lombard General Insurance Company Limited, Thanjavur and others vs Mariyapushpam and Others*** reported in

CDJ 2026 MHC 3802, the Division Bench of this Court has held as follows:

" 75. For the reasons stated above, we hold and declare that:

a. The deletion of the proviso to Section 149(4) and Section 149(5) in the Motor Vehicles Act, 1988, as it stood prior to the amendment by the Motor Vehicles (Amendemtn) Act, 2019 (Act 32 of 2019), does not have the effect of obliterating the statutory duty of the insurer to pay the claims made under an award or decree in respect of liability covered under a policy of insurance.

b. The duty vis-a-vis a third party is statutory in character and flows from Section 150(1) of the Motor Vehicles Act, 1988, as amended by Act 32 of 2019, and remains unhindered by the fact that the insurance company has succeeded in establishing a contractual defense permitted under Section 150(2).

c.In the event the insurance company succeeds in establishing a defense under Section 150(2), the insurer will stand absolved from its contractual liability vis-a-vis the insured. Consequently, the insurer, after satisfying its statutory liability under Section 150(1) can proceed to recover the sum so paid from the insured. The insurance company can proceed to recover the same in terms of the directions contained in paragraph 110(x) of the decision of the Supreme Court in National Insurance Co Ltd vs Swaran Singh (2004) 3 SCC 297.

d. Conversely, if the insurance company does not succeed in establishing a defense under Section 150(2) the burden to meet the *entire claim will fall on the insurer by virtue of Seciton 147(2) as amended by Act 32 of 2019, and Rule 2 of the Third-Party Insurance (Base Premium and Liability) Rules, 2022 which provides for unlimited liability in respect of third party insurance under Chapter XI of the Act."*

6. By applying the ratio laid down by the Division Bench of this Court, this Court is of the considered view that the order of pay and recovery passed by the Motor Accident Claims Tribunal, Special Subordinate Court II, Villupuram in MCOP No.18 of 2023 dated 12.09.2025 is sustainable.

7. Therefore, there is no merits in the revision and accordingly, the civil revision petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

11.06.2026

sr
Index:yes/no
Website:yes/no
Speaking Order/Non-speaking Order

To

The Motor Accident Claims Tribunal,
Special Subordinate Court II, Villupuram

T.V.THAMILSELVI.,J

sr

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