



C.M.A(MD)Nos.1798 & 2052 of 2013 & 1415 & 1416 of 2016

**BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT**

**DATED: 06.02.2026**

**CORAM:**

**THE HONOURABLE MR.JUSTICE G.K.ILANTHIRAIYAN  
AND  
THE HONOURABLE MS.JUSTICE R.POORNIMA**

**C.M.A(MD)Nos.1798 & 2052 of 2013 & 1415 & 1416 of 2016**

**and**

**C.M.P(MD)Nos.11844 & 11845 of 2016**

**1.C.M.A(MD)No.1798 of 2013:**

1.P.Lakshmi Sundaram (Died) ... 1<sup>st</sup> Appellant/Petitioner

2.Santhalakshmi

3.L.Shanmuga Priya

4.L.Murugan

5.L.Muthu Lakshmi ... Appellants 2 to 5

**-VS-**

1.R.Rajakumar

2.The Branch Manager,  
National Insurance Company Limited,  
No.92, Devarpuram Road,  
Near Court Building,  
Thoothukudi District.



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3.N.M.R.Salin Joseph  
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4.The Branch Manager,  
New India Assurance Company Limited,  
Neyyanttinkara Branch (761401),  
2<sup>nd</sup> Floor, Swadesabhimani Complex,  
Neyyanttinkara,  
Thiruvananthapuram District,  
Kerala.

5.L.Packiaraja ... Respondents/Respondents

(Appellants 2 to 5 and 5<sup>th</sup> respondent are brought on record  
as legal representatives of the deceased sole appellant  
vide order dated 03.10.2024 made in  
C.M.P(MD)Nos.12204, 12206 and 12208 of 2024,  
dated 03.10.2024).

PRAYER: Civil Miscellaneous Appeal filed under Section 173 of  
Motor Vehicle Act, 1988, to modify the Judgment and Decree dated  
29.01.2013 made in M.C.O.P.No.268 of 2010 on the file of the  
Motor Accidents Claims Tribunal, Principal District Court,  
Thoothukudi.

For Appellants : Mr.M.P.Senthil

For R – 1 : Mr.C.Kishore  
for K.Vamanan

For R – 2 : Mr.J.S.Murali



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For R – 3 : Mr.D.Srinivasa Ragavan

For R – 4 : Mr.G.Prabhu Rajadurai

For R – 5 : No appearance

**2.C.M.A(MD)No.2052 of 2013:**

1.M.Kamala Kavitha  
2.Minor M.Premkumar  
3.T.Shanmugam  
4.S.Prema ... Appellants/Petitioners

-VS-

1.R.Rajakumar

2.The Branch Manager,  
National Insurance Company Limited,  
No.92, Devarpuram Road,  
Near Court Building,  
Thoothukudi District.

3.N.M.R.Salin Joseph

4.The Branch Manager,  
New India Assurance Company Limited,  
Neyyanttinkara Branch (761401),  
2<sup>nd</sup> Floor, Swadesabhimani Complex,  
Neyyanttinkara,  
Thiruvananthapuram District,  
Kerala.

... Respondents/Respondents



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(Minor A.2 represented by A.1/mother)

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PRAYER: Civil Miscellaneous Appeal filed under Section 173 of Motor Vehicle Act, 1988, to modify the Judgment and Decree dated 29.01.2013 made in M.C.O.P.No.246 of 2010 on the file of the Motor Accidents Claims Tribunal, Principal District Court, Thoothukudi.

For Appellants : Mr.S.Sivathilagar  
for Mr.A.George Stephen Kanikkairaj

For R – 1 : Mr.C.Kishore

For R – 2 : Mr.J.S.Murali

For R – 3 : No appearance

For R – 4 : Mr.G.Prabhu Rajadurai

**3.C.M.A(MD)No.1415 of 2016:**

R.Rajakumar ... Appellant/1<sup>st</sup> Respondent

-VS-

1.Kamala Kavitha  
2.Minor M.Premkumar  
3.T.Shunumugam  
4.S.Prema

... Respondents 1 to 4/  
Petitioners

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5.The Branch Manager,  
National Insurance Company Limited,  
No.92, Devarpuram Road,  
Near Court Building,  
Thoothukudi.

6.N.M.R.Salin Joseph

7.The Branch Manager,  
New India Assurance Company Limited,  
Neyyanttinkara Branch (761401),  
2<sup>nd</sup> Floor, Swadesabhimani Complex,  
Neyyanttinkara, Thiruvananthapuram District,  
Kerala. ... Respondents/Respondents 2 to 4

(Minor R.2 represented by R.1/mother)  
(6<sup>th</sup> respondent remained exparte before the lower Court).

PRAYER: Civil Miscellaneous Appeal filed under Section 173 of Motor Vehicle Act, 1988, to set aside the award amount passed in M.C.O.P.No.246 of 2010, dated 29.01.2013 on the file of the Motor Accidents Claims Tribunal, Principal District Court, Thoothukudi.

For Appellants : Mr.C.Kishore  
for Mr.K.Vamanan

For R – 1 to R - 4 : Mr.S.Sivathilagar  
for Mr.A.George Stephen Kanikkairaj

For R – 5 : Mr.J.S.Murali

For R – 6 : No appearance



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For R – 7

: Mr.G.Prabhu Rajadurai

**4.C.M.A(MD)No.1416 of 2016:**

R.Rajakumar

... Appellant/1<sup>st</sup> Respondent

-VS-

1.P.Lakshmi Sundaram (Died)

2.National Insurance Company Limited,  
Through its Branch Manager,  
No.92, Devarpuram Road,  
Near Court Buildings,  
Thoothukudi.

3.N.M.R.Salin Joseph

4.The Branch Manager,  
New India Assurance Company Limited,  
At Neyyanttinkara Branch (761401),  
2<sup>nd</sup> Floor, Swadesabhimani Complex,  
Neyyanttinkara,  
Thiruvananthapuram District,  
Kerala.

5.Santhalakshmi

6.L.Shanmuga Priya

7.L.Murugan

8.L.Muthu Lakshmi

9.L.Packiaraja

... Respondents 5 to 9

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(R-5 to R-9 are brought on record as legal representatives  
of the deceased first respondent vide order dated 03.10.2024  
made in C.M.P(MD)Nos.12848, 12549 & 12550 of 2024,  
dated 06.02.2025).

PRAYER: Civil Miscellaneous Appeal filed under Section 173 of  
Motor Vehicle Act, 1988, to set aside the award amount passed in  
M.C.O.P.No.268 of 2010, dated 29.01.2013 on the file of the Motor  
Accidents Claims Tribunal, Principal District Court, Thoothukudi.

For Appellant : Mr.C.Kishore  
for Mr.K.Vamanan

For R – 1 : Died

For R – 2 : Mr.J.S.Murali

For RR 3, 5, 6,  
7, 8 & 9 : No appearance

For R – 4 : Mr.G.Prabhu Rajadurai

### **COMMON JUDGMENT**

**(Judgment of the Court was delivered by  
G.K.ILANTHIRAIYAN, J.)**

C.M.A(MD)No.1415 of 2016 and C.M.A(MD)No.1416 of  
2016 have been filed by the the first respondent/owner of the vehicle



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against the award passed in M.A.C.O.P.Nos.246 and 268 of 2010 on the file of the Principal District Court/Motor Vehicle Accidents Claims Tribunal, Thoothukudi, dated 29.01.2013, thereby allowing both the claim petitions and awarded compensation to the tune of Rs.37,59,796/- and Rs.6,24,931/- respectively.

2.The respondents 1 to 4 in C.M.A(MD)No.1415 of 2016 and the first respondent in C.M.A(MD)No.1416 of 2016 were the claimants in their respective claim petitions. They have also filed C.M.A(MD)Nos.1798 and 2052 of 2013 respectively, seeking enhancement of compensation and challenging the liability fastened against the owner of the vehicle.

3.Since all the appeals arise out of the same award, they are disposed of by way of a common order.



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4.For the sake of convenience and brevity, the parties hereinafter will be referred to as per their status / ranking in M.C.O.P.No.246 of 2010.

5.The claimants filed the claims petitions on the ground that on 30.05.2010 at about 01.10 p.m., the deceased and the injured were travelling in the first respondent's Tata Indica Car bearing Registration No.TN-74-Y-8479, insured with the second respondent, from Kanniyakumari to Tirunelveli on the Nanguneri to Tirunelveli main road. When the car was proceeding towards north, near T.V.S Mill at Nanguneri, the driver drove the vehicle at a high speed, in a rash and negligent manner and dashed against the rear side of the third respondent's lorry, insured with the fourth respondent, which had been parked on the road without any indicator or signal. As a result, the deceased and the injured sustained multiple injuries. Immediately both were taken to Rose Mary Hospital, Tirunelveli. However, S.Maharajan succumbed due to the injuries and P.Lakshmi



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Sundaram took treatment as an inpatient for about 45 days. On the complaint, an F.I.R was registered in Crime No.121 of 2010 for the offences punishable under Sections 279, 337 and 304(A) of I.P.C as against the driver of the first respondent's car.

6.In order to prove their claim, they had examined P.W.1 to P.W.5 and marked Exs.P1 to P17. On the side of the respondents, they examined R.W.1 and marked Ex.R.1.

7.On perusal of the oral and documentary evidence, the Tribunal concluded that the accident happened only due to the rash and negligent driving of the first respondent's driver. The Tribunal fastened the entire liability on the first respondent, the appellant in C.M.A(MD)Nos.1415 and 1416 of 2016, holding that the first respondent's car was covered only under an Act Only Policy and as such, the insurer of the first respondent's vehicle was not liable to pay compensation. Aggrieved by the same, the owner of the car as



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well as the claimants have filed these appeals challenging the liability as well as the quantum of compensation.

8.The learned counsel appearing for the respective appellants submitted that the concept of an Act Only Policy, in the present context, is misconceived and the issue is no longer res integra and as such, the occupants travelling in the car are also entitled to compensation under an Act Only Policy.

9.In support of the said contention, reliance was placed upon the Judgment of this Court in ***C.M.A(MD).No.557 of 2020 dated 28.08.2024 [the United India Company Limited vs. Sundara Bai and others]***, wherein this Court held that the distinction under the caption “Act Only Policy” is misconceived. It was observed that the Insurance Regulatory and Development Authority has prescribed a standard motor policy, also known as comprehensive policy covering liability towards occupants of the car by giving a purposive



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interpretation to the expression “third party”, which is legislative in the nature and binding on the insurance company. The said Judgment has also been confirmed by the Hon'ble Supreme Court of India in **S.L.P.No.127 of 2025 by order dated 06.01.2025.**

10.The learned counsels further submitted that the third respondent's vehicle was admittedly parked on a four lane road, before the toll gate, without any indicator or signal showing that it had been parked on the road. The accident occurred during midnight. Therefore, without properly noticing whether the said lorry was moving or stationed, the first respondent's car dashed against it. Hence, the entire negligence cannot be fastened on the part of the first respondent's vehicle alone and the liability ought to be apportioned on the basis of contributory negligence.

11.Per contra, the learned counsel appearing for the second respondent/National Insurance Company Limited in the claim



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petitions submitted that the Division Bench of this Court had wrongly construed the circular issued by the Insurance Regulatory and Development Authority and held that the concept of an Act Only Policy is misconceived.

12.He further submitted that this Court and the Hon'ble Supreme Court of India have repeatedly held that when the policy does not cover the occupants of a car or the pillion rider of a two wheeler, they are not entitled for any compensation. Therefore, the said judgment is not applicable to the present case on hand. He also relied upon several judgments of this Court in support of his contention.

13.The learned counsel appearing for the fourth respondent submitted that even according to the complainant, who lodged the complaint deposed that the accident had happened only due to the rash and negligent driving of the first respondent's driver. Though



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the lorry was parked on the road, the driver of the first respondent's car drove the vehicle in a rash and negligent manner and dashed against the parked lorry. Therefore, the accident happened only due to the rash and negligent driving of the car driver and there was no negligence on the part of the lorry driver. In fact, the driver of the lorry was not inside the vehicle and he had parked the lorry and had gone away. Hence, no liability can be fastened on the insurer of the said lorry, namely the fourth respondent. The Tribunal has rightly concluded that the accident happened only due to the negligence of the first respondent's car driver.

14. Heard the learned counsel appearing on either side and perused the materials placed on record.

15. The points for consideration in these appeals are as follows:



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(i) Whether an Act Only Policy covers a co-passenger in a car or a pillion rider on a motorcycle.

(ii) Whether the Tribunal was right in fixing the entire negligence on the part of the driver of the first respondent when the vehicle dashed against a lorry parked on a four-lane road not meant for parking.

(iii) Whether the Tribunal is correct in fixing the quantum of compensation awarded to the claimants.

16. Admittedly, the first respondent's driver drove the car bearing Registration No.TN-74-Y-8479 from Kanniyakumari to Tirunelveli on the Nanguneri–Tirunelveli Main Road, towards the north of the T.V.S. Mill at Nanguneri, and dashed against the third respondent's lorry bearing Registration No. K.L.10-F-5850, which was parked on the road without any intimation or signal. As a result, the persons travelling in the car died and sustained grievous injuries.





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speed, and during night time it is very difficult to notice whether a vehicle ahead is moving or is parked.

19. That apart, a lorry usually travels long distances from its starting point, and as such, the entire rear side of the lorry would be coated with mud. Therefore, the reflector would not be clearly visible to vehicles following it. On four-lane roads, specific areas called truck bays are provided for parking lorries, and service roads are also available. No vehicle shall be parked on the main road under any circumstances. If a vehicle is disabled or requires parking due to repairs, it must be parked only after taking all necessary safety measures. Admittedly, the third respondent's lorry driver parked the lorry without any indication and without taking any safety measures for other vehicles. Though the FIR was registered against the driver of the car, the Tribunal ought not to have fixed the entire liability on the part of the car driver. Only because the lorry was parked on the road, the driver of the car dashed against it without noticing whether



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the lorry was moving or stationary. Therefore, this Court fixes contributory negligence on the part of both the vehicles owned by the first respondent and the third respondent at 50% each.

20. On perusal of the records, it is revealed that the Tribunal has rightly awarded the compensation, and the same does not require any interference by this Court. Hence, the claimants are not entitled to any enhancement of compensation.

21. Insofar as liability is concerned, admittedly, the first respondent had insured the car under an Act Only Policy. The policy of the first respondent was marked as Ex.P5. It covers only the owner-cum-driver and one employee. Apart from that, no other passengers in the car are covered under the Act Only Policy. If the policy covers all passengers in the car and third parties, it is called a Comprehensive Policy or Standard Motor Package Policy.



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22.In this regard, the Insurance Regulatory and Development Authority (IRDA) has issued circulars from time to time regarding the coverage of insurance policies. The IRDA issued a circular dated 16.11.2009 with regard to the liability of insurance companies in respect of occupants of a private car and pillion riders of a two-wheeler under a Standard Motor Package Policy (also called a Comprehensive Policy). Under the said policy, all passengers travelling in the car and the pillion rider on a motorcycle are covered. Even prior to this, the IRDA had issued an earlier circular dated 03.01.2001, clarifying the coverage under a Standard Motor Package Policy (Comprehensive Policy).

23.Both the circulars do not speak about an Act Only Policy. However, this aspect was not brought to the knowledge of this Court, and this Court had held that the caption of an Act Only Policy is misconceived. Nowhere has the IRDA stated that the Act



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Only Policy is a misconceived one. This aspect was also not brought to the notice of the Hon'ble Supreme Court of India, and as such, the Special Leave Petition filed against the order passed by this Court in C.M.A.(MD) No.557 of 2020 was dismissed in S.L.P. No.127 of 2025, by order dated 06.01.2025.

24.It is relevant to extract the circular issued by the Insurance Regulatory and Development Authority dated 16.11.2009, wherein it is held as follows:

*Insures' attention is drawn to wordings of Section (II) 1 (i) of Standard Motor Package Policy (also called Comprehensive Policy) for Private Car and Two-Wheeler under the (erstwhile) India Motor Tariff. For convenience the relevant provisions are reproduced hereunder:*

*"Section II - Liability to Third Parties*

*1. Subject to the limits of liability as laid down in the Schedule hereto the Company will*



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*indemnify the insured in the event of an accident caused by or arising out of the use of the insured vehicle against all sums which the insured shall become legally liable to pay in respect of-*

*(i) death or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of employment of such person by the insured."*

*It is further brought to the attention of insurers that the above provisions are in line with the following circulars earlier issued by the Tariff Advisory Committee on the subject:*

*(1) Circular M.V. No. 1 of 1978-dated 18th March 1978 [regarding occupants carried in Private Car) effective from 25th March 1977.*



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*(ii) MOT/GEN/10 dated 2nd June 1986 (regarding Pillion Riders in a Two-Wheeler] effective from the date of the circular.*

*The above circulars make it clear that the Insured's liability in respect of occupant(s) carried on Two-wheeler is covered under the Standard Motor Package Policy. A copy each of the above circulars is enclosed for ready reference.*

*The Authority vide circular no. 066/IRDA/F&U/Mar-08 dated March 26, 2008 issued under File & Use Guidelines has reiterated that pending further orders the insurers shall not vary the coverage, terms and conditions, wordings, warranties, clauses and endorsements in respect of covers that were under the erstwhile tariffs. Further the Authority, vide circular no. 019/IRDA/NL/F&U/Oct-08 dated November 6, 2008 has mandated that insurers are not permitted to abridge the scope of standard covers available under*



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*the erstwhile tariffs beyond the options permitted in the erstwhile tariffs.*

*All General Insurers are advised to adhere to the aforementioned circulars and any non-compliance of the same would be viewed seriously by the Authority.” This is issued with the approval of Competent Authority.”*

25.The above circular is in no way connected to the Act Only Policy. The circular speaks about the guidelines under the comprehensive policy.

26.Another Bench of this Court in ***C.M.A(MD)No.2093 of 2023, dated 29.01.2025 [Pula Shanmugam and another Vs. Yugender Ravellah and others]*** categorically held that (i) the liability of the insurance company in a case of this nature is not extended to a pillion rider of the motorcycle unless the requisite amount of premium is paid for covering the risk of pillion rider; (ii)



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the legal obligation arising under Section 147 of the Motor Vehicles Act cannot be extended to an injury or death of the owner of the vehicle or the pillion rider and (iii) the pillion rider in a two-wheeler cannot be treated as a third party.

27. This Court repeatedly held that the occupant of a private vehicle, though would be deemed to be a third party, but in the absence of specific inclusion of the occupant of the private vehicle by the contracting parties by paying additional premium for the purpose of covering the liability of the insured, the liability would not stand transposed on the insurer on behalf of the owner of the vehicle. In fine, additional premium over and above the minimum prescribed should have been paid for indemnifying the claim of a passenger of a private vehicle. Therefore, in respect of an Act Only Policy, which is the minimum prescribed u/s 147, third party would necessarily be taken to mean a person outside the vehicle and would not include the occupant of the private vehicle; however, if

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additional premium is paid enabling the said cover in the contract of insurance, then the occupant of the vehicle would stand covered under the Third Party Risk. Therefore, beyond the minimum prescription u/s 147 of Act, 1988, a wider policy could be taken for covering the occupant of the private vehicle, in which case the occupant would also fall within the ambit of third party, by paying additional premium as agreed between the first and second party, viz., the insurer and the insured for the purpose of claiming compensation.

28. When the Three Judge Bench of the Supreme Court in *Amrit Lal Sood Vs. Kausalya Devi Thapar [1998 (3) SCC 744]* has clearly spelt out the situations in which the insurance company would be liable to indemnify the insured and in respect of an Act Only Policy, and has specifically held that in the absence of a wider cover having been accepted between the contracting parties, the liability of the insurance company would be only to the extent of the

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coverage agreed between the contracting parties, the Division Bench, in *Natarajan Vs. D.Chandrasekaran [2004 (1) TN MAC 146 (DB)]* without taking into consideration that the policy in *Amrit Lal Sood* (supra) is a comprehensive policy, had imported the ratio laid down in the said decision erroneously to the case before it and had come to the conclusion that the said decision is squarely applicable even with regard to an Act Only Policy, by holding that the intent of the Legislature is writ large in the omission of clause (ii) of proviso to Section 95 95 (1)(b) in Section 147 of Act, 1988, notwithstanding the fact that in *Amrit Lal Sood* (supra), the Apex Court had clearly negated that the occupant of the private vehicle would not be entitled to compensation in the absence of any additional premium being paid. Therefore, with great respect, the interpretation has been erroneously arrived at by the decision of the Division Bench with regard to Act Only Policy by taking cue from the decision in *Amrit Lal Sood* (supra), though the said case stood on a different footing, viz., which was a case covered by a



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Comprehensive Policy.

29. Therefore, the mere inclusion of all the persons within the ambit of third party as defined u/s 145 (g) of Act, 1988 would not enure to the benefit of the claimant, who is an occupant of the private vehicle, as the liability to compensate the occupant of the private vehicle for any death or bodily injury will flow not from the requirements of Section 147 but in relation to the terms agreed between the insurance company and the owner of the vehicle.

30. From the above discussion, this Court holds that “any person” as found in Section 147 (1)(b)(i) would fall within the definition of “third party” as defined u/s 145 (g) of Act, 1988 and all persons irrespective of their position, would be deemed to be “third party” but the indemnification of the insurer towards payment of compensation would flow only from Section 147 (5), which would be based on the terms of the contract entered into between the contracting parties, viz., the insurer and the insured and, therefore,

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reading Section 147 (1)(b)(i) and 147 (5) together, the occupant of the private vehicle would not be entitled for claiming compensation unless the terms of the policy spells out the intention of the contracting parties towards the occupant, by means of wider coverage under the policy and not otherwise, which alone would have been the intent of the Legislature while enacting the amendment in the year 1988.

31.The above view of this Court is strengthened on the premise that if not, the necessity of the non obstante clause u/s 147 (5) would not have been required. Both Act, 1939 as well as Act, 1988 has the very same non obstante clause, but only Section 95 (1) (b) and Section 147 (1)(b)(i) have been worded in a different manner, the necessity for which has been explained in the preceding portion of the order. Therefore, all along, the intention of the Legislature was to leave the contracting parties to finalize the terms of the policy between them, while statutorily mandating carrying of

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a minimum policy, which would take care of the parties outside the vehicle, in the event of the vehicle meeting with an accident.

32.The logic behind the above would have flown from the understanding of the Legislature that the owner of a private vehicle does not normally carry passengers for hire or reward, which is taken care of u/s 147 (1)(b)(ii), but it is restricted to his friends and relatives, who alone would be the occupants of the private vehicle. In such an event, the said persons cannot be construed to be third parties for the purpose of falling within the third party risk coverage and if at all the owner of the vehicle intends to cover such persons, necessarily, a wider cover ought to be taken which would be spelt out in the terms of the policy. Therefore, the Legislature had, in its wisdom, left it to the prudent choice and discretion of the owner of the vehicle to opt for taking a wider cover for the occupants of the car, as also for the owner in addition, by paying a separate premium as addition to the base premium and had not mandated the owner to



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carry insurance beyond the statutory prescription u/s 147. Therefore, suffice to say, that if the additional premium is not paid towards coverage for the occupants and owner of the vehicle, in respect of Act Only Policy, the insurance company is not liable to indemnify the occupants of the private vehicle.

33.In the case on hand, admittedly, the first respondent's vehicle was covered under an Act Only Policy, and therefore, the second respondent is not liable to compensate the claimants for the death and injuries sustained in the accident. When the policy itself does not cover co-passengers in the car, the question of pay and recovery does not arise.

34.In view of the above, the second respondent is not liable to pay any compensation to the claimants for the death and injuries caused to the passengers. The first respondent is liable to pay compensation to the extent of 50% of the award amount in favour of



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the claimants. Accordingly, all the appeals are partly allowed.

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35.The lorry was insured with the fourth respondent and, as such, the fourth respondent is liable to pay the remaining 50% of the compensation in favour of the claimants.

36.In fine, the awards passed in M.A.C.O.P. Nos.246 and 268 of 2010, dated 29.01.2013, on the file of the Principal District Court/Motor Accidents Claims Tribunal, Thoothukudi, are modified, and these Civil Miscellaneous Appeals are partly allowed.

37.The appellant is directed to deposit 50% of the award amount, along with interest and costs as awarded by the Tribunal, less the amount already deposited, to the credit of the claim petitions, within a period of six weeks from the date of receipt of a copy of this judgment, if not already deposited. On such deposit, the major respondents 1, 3, and 4 in C.M.A.(MD) No.1415 of 2016 are

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permitted to withdraw their respective shares along with proportionate interest and costs, by filing a formal permission petition before the Tribunal. The share of the second respondent/minor claimant in C.M.A.(MD) No.1415 of 2016 shall be deposited in a nationalised bank in a fixed deposit until he attains majority. The interest accruing on such deposit is permitted to be withdrawn by the first respondent/mother of the minor claimant, once in three months, directly from the bank.

38.The respondents 5 to 9, who are the legal representatives of the deceased first respondent in C.M.A.(MD) No. 1416 of 2016, are permitted to withdraw 50% of the award amount equally, along with proportionate interest and costs, by filing a formal permission petition before the Tribunal.

39.The appellant is entitled to receive back the amount deposited, if any, in M.A.C.O.P. Nos.246 and 268 of 2010, dated



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29.01.2013, on the file of the Principal District Court/Motor Accidents Claims Tribunal, Thoothukudi, in the manner known to law. No costs. Consequently, the connected Miscellaneous Petitions are closed.

**[G.K.I.J.] & [R.P.J.]**  
**06.02.2026**

NCC :Yes/No  
Index :Yes/No  
Internet :Yes  
ps

To

1.The Motor Accidents Claims Tribunal,  
Principal District Court,  
Thoothukudi.

2.The Record Keeper (Vernacular Records),  
Madurai Bench of Madras High Court,  
Madurai.

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**C.M.A(MD)Nos.1798 & 2052 of 2013 & 1415 & 1416 of 2016**

**G.K. ILANTHIRAIYAN, J.**  
**AND**  
**R. POORNIMA, J.**

ps

**C.M.A(MD)Nos.1798 & 2052 of 2013  
& 1415 & 1416 of 2016**

**06.02.2026**