BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

RESERVED ON: 07.04.2026

PRONOUNCED ON:12.06.2026

CORAM

THE HONOURABLE MR.JUSTICE K.MURALI SHANKAR

C.M.A(MD)No.684 of 2025
and
C.M.P.(MD)Nos.10873 of 2025 and 2117 of 2026

M/s Bajaj Allianz General Insurance
Company Limited,
represented by its Branch Manager
having office at D.72, 2nd Floor,
7th Cross, Kanchana Enclave,
NEE, Thillainagar,
Trichirappalli – 620 018. : Appellant/Respondent No.2

Vs.

Ahemed Batcha (died)

1.Raziya Begum
2.Kowsari Fathima
3.Asthirifathima
4.Maskarifathima
5.Sathik Batcha : Respondents 1 to 5 / Petitioners

6.M.Vinoth Kumar : Respondent No.6/Respondent No.1

PRAYER:- Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicle Act, against the award dated 08.04.2025 passed in

M.C.O.P.No.2 of 2020, on the file of the Motor Accident Claims Tribunal/Special District Judge No.1 to deal with MCOP cases of Tiruchirappalli insofar as liability to pay compensation and quantum of compensation are concerned.

For Appellant : Mr.V.Sakthivel
For Respondents : Mr.N.Sudhagar Nagaraj
for R.1 to R.5
: R.6 – dispensed with

JUDGMENT

This Civil Miscellaneous Appeal is directed against the award made in M.C.O.P.No.2 of 2020, dated 08.04.2025, on the file of the Motor Accident Claims Tribunal / Special District Court to deal with M.C.O.P., cases, Tiruchirappalli.

2. The appellant/Insurer, who was directed to pay compensation of Rs.8,27,939/- with interest and costs to the respondents 1 to 5/claimants for the death of Ahemed Batcha consequent to an accident occurred on 21.04.2019, challenged the liability mulcted on it and also the quantum of compensation awarded by the Tribunal.

3. For the sake of convenience and brevity, the parties will hereinafter be referred as per their status/ranking in their original suit.

4. Originally, the injured has filed the claim application and during the pendency of the same, the injured claimant had died and hence, his legal heirs got themselves impleaded as the claimants 2 to 6 and amended the claim petition seeking compensaton for the death of the said Ahemed Batcha.

5. The case of the claimants is that on 21.04.2019 at 06.30a.m., the claimant was proceeding in his two wheeler bearing Registration No.TN-49-AL-7297 in North-South Madurai road and at the place near South India Steel shop, opposite to Jail Pettai, Trichy, one Bajaj Auto bearing Registration No.TN-45-BE-0830 which came in the same direction from South to North in a rash and negligent manner, dashed against Ahemed Batcha's vehicle back side and as a result of which, he fell down on the road and sustained grievous and multiple injuries all over his body and that the accident was occurred only due to the rash and negligent driving of the auto driver.

6. It is the further case of the claimants that after the accident, the injured was admitted in Government Hospital, Trichirappalli on 21.04.2019 and was discharged on 23.04.2019, that he was admitted in Cauvery Hospital, Trichy on 23.04.2019 and was discharged on 28.04.2019, that he has been taking continuous treatment as inpatient in private hospitals and that after filing of the above claim petition, he died due to the accidental injuries.

7. The defence of the second respondent Insurer is that the deceased drove TVS XL two wheeler without driving licence and without insurance for the vehicle, in a rash and negligent manner, that due to his old age and without minding the following vehicle suddenly came to the right side of the road and dashed against the left rear pumper of the auto and invited the accident on his own account, that the driver of the auto was not at all fault and the deceased alone was responsible for the accident, that the said deceased had sustained simple injuries and after recovery he was discharged from the hospital, that the injuries allegedly sustained by the deceased have no nexus in causing his death and the death was purely due to his old age, illness and bedsore and that since the

first respondent vehicle was not responsible for the accident, the second respondent is not liable for the claim.

8. During trial, the claimants examined the sixth claimant as P.W.1 and one Kajanavas as P.W.2 and exhibited 24 documents as Exs.P.1 to P. 24. The first respondent, owner of the auto had remained exparte. The second respondent - Insurer examined four witnesses as R.W.1 to R.W.4 and exhibited 6 documents as Exs.R.1 to R.6. Two witness documents came to be exhibited as Exs.X.1 to X.2.

9. The learned trial Judge, on considering the evidence both oral and documentary and on hearing the arguments of both sides, passed the impugned award, holding that the accident was occurred only due to the rash and negligent driving of the auto driver, that there was nexus between the accidental injuries and the death of the original claimant and that the first respondnet's vehicle driver had no valid driving licence at the time of accident, directed the second respondent to pay compensation of Rs.8,27,939/- with interest at 7.5% per annum and costs to the claimants and then to recover the same from the first respondent.

Aggrieved by the impugned award, the second respondent - Insurer has preferred the present Civil Miscellaneous Appeal.

10. The learned Counsel for the Insurer would submit that the deceased was not having valid driving licence and was not wearing protective Head Gear at the time of accident, that the manner in which the accident occurred would reveal that the deceased had also contributed to the accident and that the Tribunal without considering the evidence in proper perspective has mulcted the entire liability on the first respondent's driver.

11. In order to prove the manner of accident, the claimants examined P.W.2 Kajanavas, who is an auto driver and he had deposed about the manner of accident. According to him, when the deceased was proceeding in his two wheeler, wearing protective head gear, on the left side of the east west road, opposite to Jail Pettai, one auto which came in a rash and negligent manner behind the two wheeler, had dashed against the two wheeler and as a result of which, the motorcycle rider had fallen down and sustained serious injuries and that the auto driver alone was responsible for the accident and the injured was not at fault. Though

P.W.2 was subjected to cross-examination, his evidence with regard to the mode of accident remained unchallenged.

12. As rightly contended by the learned Counsel for the claimants, F.I.R., came to be registered against the auto driver and after investigation, the jurisdictional police laid the final report under Ex.P.2 against the auto driver. It is pertinent to mention that the auto driver in the case filed against him in S.T.C.No.3775 of 2019, had pleaded guilty and on that basis, he was found guilty for the offences under Sections 279 and 338 I.P.c., and fine was levied on him. Though the insurer has taken a stand that the auto driver was not at fault and the deceased had also contributed to the accident, they have not chosen to examine the auto driver or any other person who allegedly witnessed the occurrence. In the absence of any acceptable contra evidence, the Tribunal has rightly come to the conclusion that the accident was occurred only due to the rash and negligent driving of the auto driver and the deceased did not contribute to the accident and that the said finding cannot be found fault with.

13. The learned Counsel for the Insurer would then contend that there existed no casual nexus between the accident related injuries and the death of the deceased, that the deceased has not taken any treatment for the head injuries either in the Cauvery hospital or any other hospital, that the medical officer – R.W.4, in his evidence confirmed that the cause of the death was due to the cardio respiratory arrest due to hypertension and not due to the head injury sustained in the accident, that no postmortem has been conducted, that the injured had died after the lapse of more than 15 months and that the Tribunal without considering the above material aspects, has erroneously held that the death of the deceased was due to the accidental injuries.

14. The learned counsel appearing for the claimants would submit that the above contention raised by the Insurance Company is wholly misconceived and contrary to the medical evidence available on record. According to the learned counsel, the wound certificate and discharge summary produced by the claimants would clearly establish that the deceased had sustained serious head injuries and chest injuries in the accident and had undergone treatment initially in the Government Hospital and thereafter in Cauvery Hospital, Trichy. The learned counsel

would further submit that R.W.4, the Medical Officer who treated the deceased, has, in his cross-examination, fairly admitted that there existed a possibility of the death having been caused by the effects of the accidental injuries. Therefore, according to the learned counsel, the Tribunal, after taking into consideration the medical evidence available on record and the settled legal principles governing such claims, has rightly concluded that there existed a nexus between the accidental injuries sustained by the deceased and his subsequent death.

15. The learned Counsel for the Insurer placed reliance on the decision of the Hon'bel Supreme Court in ***Smt.Alka Shukla Vs. Life Insurance Corporation of India (Civil Appeal No.3413 of 2019, dated 24.04.2019),*** reporteed in ***AIR 2019 SUPREME COURT 2088*** wherein also, no postmortem was conducted and the relevant passage is extracted hereunder:

> *"11 In the present case, no post mortem of the deceased or police investigation was conducted. In the absence of a post mortem report indicating the nature of injuries sustained by the insured, we would have to rely upon the medical report that indicates the exact cause of death. The medical report of Dr Ajay Goverdhan who examined*

the assured on the date of the accident indicated that the insured suffered shoulder and chest pain and that the exact cause of death was an acute myocardial infraction. The insured was referred to a specialist, Dr SS Dhillon, who also recorded in his report that the diagnosis did not show the cause of death to be accidental. Dr S S Dhillon noted that the insured was experiencing pain in the left side of the chest and in the shoulder and there was a myocardial infarction. The insured was referred to Chandu Lal Memorial Hospital, a specialist medical center, where the OPD records noted that an ECG was taken at Dhillon Nursing Home and the insured was sweating and that he had chest pain, radiating to the left shoulder along with two episodes of vomiting. He died before he reached the hospital. There is no material on record to indicate that the assured sustained specific injuries as a result of a fall from the motorcycle or that the injuries were caused by outward, violent and visible means, which was the sole and proximate cause of his death. There is no direct nexus or causation between the assured suffering a heart attack and injuries sustained in an accident by outward, violent and visible means. Nothing has been brought on record to show that the injuries sustained by falling from the motorcycle aggravated the assured's condition that eventually led to his death. In the absence of any evidence to the contrary, *the medical evidence on record is itself proof that the insured died due to a heart attack and not due to an accident of falling from the motorcycle. The heart attack had a distinct effect of the insured falling off from his motorcycle.*

In a case decided by the NCDRC - LIC of India v Smt Mamta Rani19 - clause 10.2 of the insurance policy provided an accident benefit cover if the assured sustained any bodily injury resulting solely and directly from the accident caused by outward, violent and visible means. The assured died of a heart attack. The district and state forums allowed the claim of the complainant for accidental benefit. However, the NCDRC rejected the claim and held thus:

"... it is clear that in case of death of life assured, the additional accident benefit equal to the sum assured is payable only if the life assured dies because of any bodily injury resulting solely and directly from an accident by outward, violent and visible means. In the instant case, as per the record, the life assured died on 01.07.2002 due to heart attack. There is no evidence on record to indicate that the life assured died because of some injury suffered in an accident. Thus, the fora below have committed a material illegality in awarding the accident benefit to the respondents against the terms and conditions of the insurance contract." Similarly, in Swaranjit Kaur v ICICI

Lombard General Insurance Co Ltd20, the assured while travelling on his scooter, suffered a heart attack and fell from his scooter. The claim for accidental benefit cover was repudiated on the ground that the insured had died a natural death because of heart attack. The state commission set aside the order of the district forum allowing the claim. The NCDRC while upholding the state commission's judgment, noted that the onus to prove that the insured had died as a result of an accident and not a heart attack was on the claimant. It held thus:

"…On perusal of the copy of repudiation letter, it is clear that the respondents repudiated the insurance claim on the 19 II (2014) CPJ 624 (NC) : RP No. 4468 of 2012 20 2015 SCC OnLine NCDRC 4168 ground that cause of death of insured was heart attack. On perusal of the report of the investigator, we find that the stand of the petitioners in the statement made before the investigator on 17.8.2006 was that while driving the scooter insured suffered a heart attack, consequently, he fell down from the scooter and died. From this, it is clear that the accident took place after the insured had suffered heart attack. Otherwise also, in order to succeed in the insurance claim, the onus of proving that the insured had died as a result of accident was on the petitioners. Undisputedly, incident was not reported to the police nor post mortem to establish cause of death was done. No

evidence has been produced by the petitioners to prove the cause of death of the insured. There is nothing in the statement of the petitioners as recorded by the investigator that the insured had suffered any bodily injuries due to fall from the scooter. Thus, under the circumstances, the conclusion of the State Commission that cause of death of the insured was heart attack and not an accident cannot be faulted…" The High Court of Madras held in Life Insurance Corporation v Minor Rohini21 that in the absence of any evidence that the assured had sustained any bodily injury resulting solely and directly from the accident caused by outward, violent or visible means, it cannot be said that the death due to a heart attack would amount to an accident for the purposes of accidental insurance claim under the policy.

In Krishna Wati v LIC of India22, the NCDRC had to deal with whether the accidental injuries which resulted in the death of the assured due to a heart attack after three days of the accident could be termed as an accidental death or a natural death. The assured while riding his bicycle was attacked by a cow and upon arriving at the hospital complained of pain in the legs and in the chest, because of a fall from his bicycle. The NCDRC relied on the investigation report and the allowed the claim for accident insurance. It held thus:

"... In our view, from the record as it is, it is apparent that first the accident took place, resulted in injuries and chest pain which ultimately resulted in 'death'. May be, the death in the 21 2012 (1) MWN (Civil) 740. Also see New India Assurance Company Limited v K. Thilagam 2009 (2) TN MAC 197 22 1 (2006) CPJ 21 (NC) medical terms be described as 'due to heart-attack, but the main cause for leading to heart-attack was injury caused due to accident. Accident is the basis for causing chest pain and thereafter heart-attack..."

16. In the said case, no evidence was adduced to show that the deceased sustained specific injuries in the accident and the medical reports were produced to show that the exact cause of death was an acute myocardial infraction. The above decision cannot be made applicable to the facts of the case on hand

17. It is well settled that mere absence of a postmortem certificate, is not, by itself is fatal to a claim for compensation, particularly when there are other evidence available on record to show the nexus between the accidental injuries and the subsequent death. No doubt, when the death occurs after a considerable lapse of time, it is for the claimants to

prove the existence of a casual connection between the accidental claim and death. In the case on hand, the claimants have produced the discharge summary under Ex.P.3 and the wound certificate under Ex.P.4. It is evident from Ex.P.4 would certificate that the deceased had sustained serious head injuries and chest injuries. In Ex.P.3 discharge summary, the deceased was diagnosed with haemorrhagic contusion involving bilateral temporal lobe and left frontal lobe, SAH in the right parietal lobe, bilateral minimal pleural effusion, aspiration pneumonitis.

18. It is further evident from the medical records that the deceased underwent treatment for the head injuries at Cauvery Hospital, Trichy. No doubt, the Insurance Company examined R.W.3 – Dr. Arikanwar. But, admittedly, he was serving as Deputy Manager in the second respondent Insurance Company and had not personally treated the deceased. His evidence was admittedly based only on the medical records available on file. As rightly contended by the learned counsel appearing for the claimants, R.W.3 himself has admitted that the deceased had sustained head injuries and, more importantly, haemorrhage in the brain. The second respondent thereafter summoned and examined R.W.4, the Medical Officer who treated the deceased during the period from

10.02.2020 to 12.08.2020. Though R.W.4 deposed that the deceased was suffering from hypertension and that he had treated him for the said ailment during the relevant period, he has, in his cross-examination, fairly admitted that there was every possibility that the deceased could have died on account of the accidental injuries. Considering the medical records available on record, the evidence of R.Ws.3 and 4 and, more particularly, the admission made by R.W.4, the Tribunal has rightly arrived at the conclusion that the death of the deceased was attributable to the accidental injuries and that the said finding is based on evidence and does not warrant interference.

19. The Insurer, in their appeal memorandum, has taken a ground that the Tribunal erred in deducting only 1/4th of the income towards the personal expenses of the deceased and that it ought to have deducted 1/3rd, since the respondents 2 to 4 are married daughters living separately. But the Tribunal, taking note of the number of the dependants, has rightly deducted 1/4th of the income towards personal and living expenses of the deceased and the same cannot be fault with. The Insurer has not raised any other objection with regard to the quantum of compensation awarded at by the Tribunal. Except the above, the

Insurer has neither raised any other substantial ground nor pointed out any legal infirmity in the award warranting intereference by this Court. Consequently, this Court concludes that the Civil Miscellaneous Appeal is devoid of merits and the same is liable to be dismissed.

20. In the result, the Civil Miscellaneous Appeal is dismissed. The appellant Insurance Company is directed to deposit the entire award amount along with accrued interest and costs, to the credit of above said M.C.O.P.No.2 of 2020, on the file of the Motor Accident Claims Tribunal / Special District Court to deal with MCOP Cases, Trichirappalli, less the amount already deposited, if any, within a period of four weeks from the date of receipt of a copy of this Judgment and recover the same from the owner of the vehicle and on such deposit, the claimants are entitled to withdraw the same as per the apportionment made by the Tribunal. Consequently, the connected Miscellaneous Petitions are closed. The parties are directed to bear their own costs.

12.06.2026

NCC : Yes : No
Index : Yes : No
Internet : Yes : No

To

1.The Motor Accident Claims Tribunal / Special District Court No.1
to deal with MCOP cases, Tiruchirappalli.

2.The Record Keeper,
Vernacular Section,
Madurai Bench of Madras High Court, Madurai.

K.MURALI SHANKAR,J.

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PRE-DELIVERY JUDGMENT MADE IN

C.M.A(MD)No.684 of 2025

12.06.2026