IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09.09.2026

CORAM

THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN

C.M.A.Nos.2099 of 2024 and 2326 of 2026
and C.M.P.No.16122 of 2024

C.M.A.No.2099 of 2024

K.Muthu ... Appellant

Vs.

1.The Manager,
Reliance General Insurance Company Limited,
No.6, Reliance House,
4th Floor, Haddows Road,
Nungambakkam,
Chennai-600 034.

2.Laskhmi

3.Minor Srinivasan
represented by the second respondent

4.Banumathi

5.Narayanan ...Respondents

PRAYER : Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree dated 06.04.2024 made in M.C.O.P.No.153 of 2022 on the file of the MACT Tribunal No.1, Special District Court, Thiruvallur.

For Appellant	:	Mr.R.Sethu Pandian
For Respondents	:	Mr.P.Suresh Srinivasan for R1 Ms.M.Malar for R2 to R5

C.M.A.No.2326 of 2026

1.Lakshmi
2.Minor Srinivasan
3.Banumathi
4.Narayanan ... Appellants

Vs.

1.K.Muthu

2. The Manager,
Reliance General Insurance Company Limited,
No.6, Reliance House,
4th Floor, Haddows Road,
Nungambakkam,
Chennai-600 034. ...Respondents

PRAYER : Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, against the judgment and decree dated 06.04.2024 made in M.C.O.P.No.153 of 2022 on the file of the MACT Tribunal No.1, Special District Court, Thiruvallur.

For Appellant : Ms.M.Malar

For Respondents : Mr.P.Sethu Pandian for R1
Mr.P.Suresh Srinivasan for R2

COMMON JUDGMENT

For the sake of convenience, the parties are referred to herein by their respective ranks before the Tribunal.

2. Unsuccessful owner of the vehicle has preferred C.M.A.No.2099 of 2024 aggrieved over the liability fixed on him for paying compensation, whereas, the claimants have preferred C.M.A.No.2326 of 2026 seeking enhancement of compensation awarded by the Tribunal in M.C.O.P.No.153 of 2022 by the Motor Accident Claims Tribunal No.1, Special District Court, Thiruvallur, vide award dated 06.04.2024.

3. The first claimant is the wife, second claimant is the son, third claimant is the mother and fourth claimant is the father of the deceased Saranraj @ Saran Kumar. According to the claimants, on 26.09.2022 at

about 11 a.m., Saranraj was riding his motor cycle from Kottiyampakkam to Thirumanam Road Junction on the left side of the road. At that time, a truck bearing Reg.No.TN 20 CX 9636 belonging to the first respondent was driven by its driver in a rash and negligent manner and dashed against Saranraj, due to which, he sustained multiple and grievous injuries and he was admitted in the Government Hospital, Thiruvallur for treatment. Inspite of the same, he died on 29.09.2022. The first respondent is the owner and the second respondent is the insurer of the vehicle.

4. The first respondent has filed a counter statement, wherein, it has been stated that the accident occurred due to rash and negligent driving of the deceased and the deceased was under the influence of liquor at the time of accident. The first respondent's truck (open body) already crossed the junction but the deceased lost control and collided with the back wheel of the truck, therefore, there is no possibility for the driver to watch what is happening on the back wheel of the truck. The driver had reached some distance and at that time, local people informed that one person with bike collided with back wheel of the truck and was lying down. Therefore, the

driver immediately went to Vellavedu Police Station and informed the accident. It is also stated that the vehicle had been insured with the second respondent and the policy is very much available.

5. The second respondent/Insurance Company has filed a counter statement, wherein, it has been stated that the first respondent has violated the terms and conditions of the Motor Vehicles Act as he has failed to inform about the accident to the Insurance Company. The Insurance Company has no liability, since the driver of the first respondent Vehicle was not holding the valid driving licence and was not insured with them at the time of accident. The deceased was also not having driving licence on the date of accident.

6. On the side of the claimants, the first claimant herself was examined as P.W.1 and one Selvinkumar, was examined as P.W.2 and Ex.P1 to Ex.P18 were marked. On the side of the first respondent, the first respondent himself was examined as R.W.3 and his driver, Perumal was examined as R.W.4 and Ex.R10 to Ex.R19 were marked. On the side of the

second respondent, RTO Official from Poonamallee was examined as R.W.1 and the official from the Insurance Company was examined as R.W.2 and Ex.R1 to Ex.R9 and Ex.R20 were marked.

7. Upon appreciation of evidence adduced on either side, the Tribunal, considering the evidence of P.W.2, who is an eye-witness and deposed about the manner of accident and considering the evidence of R.W.4/Driver along with Ex.R15/rough sketch and Ex.R7/MVI report, held that, though the contention of R.W.4 is that it was not possible for him to see what is happening on the rear side of his vehicle, he admitted the fact that the motorcycle got stuck behind on the left rear side of the first respondent vehicle, when the deceased took turn to join the said junction and therefore, the driver of the Truck had also contributed to the death of the motorcyclist by dragging him on the road and the occurrence road being a junction, the driver of the truck also ought to have taken care of the vehicle plying on either side of the road and there is no proof that the deceased was under the influence of alcohol. Further, it has been held that the deceased had joined the junction even before the truck could have passed and thereby, he had got

stuck behind the truck and hence, the Tribunal held that both the deceased and the driver of the first respondent are equally responsible for the accident.

8. Further, the first respondent has also produced a copy of the driving licence of Perumal marked as Ex.R14, which had been issued for motor cycle with gear, light motor vehicle and light motor vehicle-transport and such transport validity expires on 13.07.2020 and for non-transport, it expires on 30.07.2027. The Tribunal has also considered a point as to whether the vehicle of the first respondent requires licence for transport vehicle or it is sufficient to have driving licence for mere “light motor vehicle” and found that the driver had driving licence only for light motor vehicle nevertheless it is for transport or non-transport and thus, prior to the accident and before expiry of the alleged validity for light Motor Vehicle transport (i.e.,) before 13.07.2020, the driver did not have valid driving licence to drive the aforesaid heavy goods vehicle and HGV requires only a heavy transport vehicle licence. Hence, the Tribunal held that since the driver of the first respondent did not have valid driving licence at the time of accident which would amount to breach of policy, the second respondent

was exonerated from its liability and the first respondent is alone liable to pay compensation. According to the claimants, at the time of accident, the deceased was working as Driver and earning a sum of Rs.25,000/- per month, however, there is no proof of income, and thereby, considering the age of the deceased, the Tribunal has fixed a sum of Rs.12,000/- as monthly income and added 40% towards future prospects and deducted 1/4th towards personal living expenses of the deceased and adopted the multiplier "17" and awarded the following compensation under various heads:-

Sl.No.	Head	Amount
1	Loss of Dependency Rs.12,000 (add 40% future prospects) =Rs.12,000+4800=Rs.16,800/- =Rs.16,800/- (1/4th deduction) =Rs.16,800-4200 =Rs.12,600/- =Rs.12,600 *12*17 =Rs.25,70,400/-	Rs.25,70,400/-
2	Loss of Estate	Rs.16,500/-
3	Loss of consortium (Rs.44,000 *4)	Rs.1,76,000/-
4	Funeral Expenses	Rs.16,500/-
	Total	Rs.27,79,400/-

	Deduction of 50% for contributory negligence	Rs.13,89,700/-

9. Aggrieved over the same, the owner of the offending vehicle has preferred C.M.A.No.2099 of 2024 against the liability fixed on him for paying compensation and the claimants have preferred C.M.A.No.2326 of 2026 seeking enhancement of compensation awarded by the Tribunal.

10. The learned counsel appearing for the appellant in C.M.A.No.2099 of 2024/first respondent submits that as per Section 149(2)(a)(ii) of the Motor Vehicles Act, 1988, there must be willful negligence on the part of the appellant in allowing the driver to drive the vehicle bearing Reg No.TN 20 CX 9636 which was allegedly involved in the accident on 26.09.2022, but there is no evidence adduced by the second respondent/Insurance Company to prove that the first respondent was aware of the fact regarding the expiry of the licence of the driver on the date of accident. In the absence of clinching evidence to prove the breach of condition on the part of the owner of the vehicle, the second respondent

cannot be exonerated from its liability to pay compensation. As per the evidence of R.W.3, the said Perumal has joined as driver with the first respondent in the year 2017 and on the date of joining the duty, the first respondent verified the licence and found that he was having valid licence for driving heavy motor vehicle. Only in the year 2020, the endorsement of licence was expired and since the first respondent could not know about the necessary endorsement to be renewed by the driver only, the first respondent could not renew the licence and there is no willful negligence on the part of the first respondent. In the absence of renewal of licence on the date of accident by the driver of the first respondent, the Tribunal cannot exonerate the second respondent Insurance Company from payment of compensation. To strengthen his contention, the learned counsel appearing for the first respondent has relied upon the judgment of the Hon'ble Supreme Court of India in the case of ***IFFCO Tokio General Insurance Company Limited vs. Geetha Devi and others*** reported in ***2023 SCC Online SC 1398***, to show that once a seemingly valid driving licence is produced by a person employed to drive a vehicle, unless such licence is demonstrably fake on the face of it or when the period of the licence has already been expired, then the burden is upon the Insurance Company to prove that there was a failure on the part of the vehicle owner. Another judgment of the Hon'ble Supreme Court of India in the case of ***Rishipal Singh vs. New India Assurance Company Limited and others*** reported in ***2022 SCC Online SC 2119*** was relied on by the first respondent to show that the owner of the vehicle is expected to verify the driving skills and not run to the licensing authority to verify the genuineness of the driving licence before appointing the driver.

11. The learned counsel would further submit that the Tribunal has failed to appreciate the fact that the second respondent Insurance Company falsely disputed the liability on the ground that the driver of the offending vehicle has possessed licence only to drive light motor vehicle non-transport but he drove heavy goods vehicle. As per Ex.R16 and Ex.R17, the weighment of empty vehicle is only 5830 kgs and 5560 kgs respectively which was utilized to bring the electrician to repair another vehicle of the first respondent herein and also that the insurer is well aware that the offending vehicle while crossing Kothiambakkam to Thirumanam Road Junction on 26.09.2022, the deceased dashed in the back wheel in a rash and negligent manner and invited the accident. The learned counsel would

further submit that the first respondent's driver has licence to drive LMV and he was driving the same class/type of vehicle and driving skill required to drive LMV (NT) and LMV (T) is one and the same. The Tribunal also held that as per Ex.R15/rough sketch of the accident and Ex.R7/MVI Report, it could be safely concluded that the deceased's motor cycle had got hit on the left rear side of the first respondent's vehicle when the deceased took turn to join the said junction. The first respondent's another vehicle bearing Reg.No.TN 12 AB 7494 was under repair on the date of accident nearly ½ km before Chittakkadu Tollage By-pass Road due to starting trouble and the first respondent asked the driver to bring one electrician Joshi who was in Vellavedu area. The first respondent's driver drove the empty vehicle and crossed Kothiambakkam to Thirumanam Road Junction and the deceased drove his two wheeler which has no registration certificate for ownership of the vehicle at the time of the accident. The deceased was also under the influence of alcohol and due to over speed, he caused the accident. P.W.2 in his evidence specifically admitted that he has not seen the accident and has not arranged any ambulance. The evidence of P.W.2 has not supported the case of the claimants.

12. Per contra, the learned counsel appearing for the appellants in C.M.A.No.2326 of 2026/claimants submitted that the Tribunal erred in apportioning negligence equally on the deceased and the owner of the truck and both oral and documentary evidence substantiates the entire negligence on the driver of the first respondent truck. As per Ex.P1/FIR, it establishes the fact that due to rash and negligent driving of the truck driver, the accident occurred and the same is supported by the evidence of P.W.2, eye witness. The Tribunal ought not to have fixed the liability on the first respondent and exonerated the second respondent Insurance Company on the ground that the driver of the first respondent truck is not having licence to drive heavy goods vehicle. As per Ex.R16 and Ex.R17, the unladen weight is 4975 kgs making the vehicle to fall under the category Light motor vehicle as defined under Section 2(21) of the Motor Vehicle Act. As per Ex.R2/Driving licence of the driver of the truck clearly establishes his licence to drive the offending vehicle. The Tribunal ought not to have deducted 50% of the award amount for contributory negligence. The Tribunal failed to consider, the age, occupation and the income of the

deceased. At the time of accident, the deceased was aged about 29 years and was working as Driver at V.Express Courier, Parivakkam, Chennai and was earning a sum of Rs.25,000/- per month. However, the Tribunal had fixed a sum of Rs.12,000/- per month which is very meager and the same has to be enhanced.

13. The learned counsel appearing for the Insurance Company would submit that P.W.2 was an eye-witness to the accident and he deposed that the two-wheeler of the deceased got stuck on the left rear side of the first respondent's vehicle. The learned Tribunal considering Ex.R15/Rough sketch and Ex.R7/MVI Report, concluded that the motorcycle had got hit on the left rear side of the first respondent's vehicle, when he took turn to join the said junction and due to his miscalculation that the first respondent vehicle would cross the junction before he could take the turn, he had got struck behind the truck. As such, negligence cannot be attributed entirely on the deceased alone and therefore, 50:50 of contributory negligence was fixed on both the deceased and the driver of the first respondent. Considering the fact that at the time of accident, the driver of the truck has not possessed

valid driving licence, the Tribunal has rightly exonerated the Insurance Company from paying the compensation.

14. This Court considered the rival submissions made on either side and perused the materials available on record.

15. It is seen from the records that in pursuant to the alleged accident, P.W.1 who is the wife of the deceased Saranraj, has lodged a complaint before the Police which was marked as Ex.P1/FIR, based on the information given by Selvin Kumar, who was examined as P.W.2/eye-witness, who is a nearby resident of the deceased. P.W.2 has deposed that on the date of accident, a truck heading towards Kothiyampakkam to load the bricks had dashed against the deceased's motor cycle, due to which, the motorcycle was dragged to a distance by the truck. Thereafter, P.W.2 took him to the hospital and informed about the accident to his father. He further deposed that the truck despite the occurrence road being a junction came in a high speed and caused the accident. Further, P.W.2 in his cross-examination stated that the two wheeler of the deceased got stuck on the side grill beneath the diesel

tank of the truck.

16. On the side of the first respondent, the driver, Perumal was examined as R.W.4 and he deposed that on the date of accident, he was bringing an electrician to attend the repair of his owner's another truck and after he crossed the junction, a motorcyclist had dashed on the back side of his vehicle and fell down; when R.W.4 came to know about the same through a passerby, he stopped the vehicle and went to the Police Station and informed the same. He deposed that the deceased was under the influence of alcohol and dashed against the truck.

17. It is to be noted that a case has been registered against the driver of the truck and he did not take steps to quash the same. As per Ex.R7/MVI Report shows that left hand side Rear Underrun Protective Device and a portion of Side Underrun Protective Device had sustained damage due to accident. Considering the evidence of P.W.2 and R.W.4 and considering Ex.R15/rough sketch and Ex.R7/MVI Report, the Tribunal held that the motorcycle had got hit on the left rear side of the first respondent's vehicle,

when he took turn to join the said junction and until he was alerted by another person, he had not noticed it. There is no proof let in by the owner of the truck that the deceased was under the influence of alcohol as no independent witness was examined to that effect. In Ex.P16/Post-morterm Certificate, there is no mention about the influence of alcohol by the deceased at the time of accident. The deceased had also joined the junction even before the truck could have passed and thereby, he had got stuck behind the truck. Considering the evidence of eye-witness/P.W.2 and the driver of the truck/R.W.4, the Tribunal has rightly fixed 50:50 contributory negligence on the part of the deceased and the driver of the truck. There is no infirmity in the findings of the Tribunal for fastening the contributory negligence on either side.

18. It is relevant to note that the truck belonging to the first respondent was insured with the second respondent and the same was also admitted by R.W.2/official from the Insurance Company and marked a copy of the Insurance Policy/Ex.R9. The main dispute to the case on hand is whether R.W.4/driver of the truck was having valid driving licence at the time of

accident or not?

19. According to R.W.2, an official from the Insurance Company contended that the first respondent had permitted a person, who was not having valid driving licence to drive the heavy goods vehicle and therefore, the Insurance Company is not liable to indemnify the owner of the vehicle. The owner of the vehicle was examined as R.W.3 and he has placed a copy of the driving licence of R.W.4 which was marked as Ex.R14. A perusal of Ex.R14 shows that he had been issued driving licence on 31.07.2007 for motor cycle with gear, light motor vehicle and light motor vehicle-transport and such transport validity expires on 13.07.2020 and for non-transport, it expires on 30.07.2027.

20. Another issue has to be considered by this Court is as to whether the licence possessed by R.W.4 at the time of accident, which was already expired on 13.07.2020, is enough to drive the vehicle bearing Reg.No.TN 20 CX 9636 or not?

21. It is to be noted that as per Ex.R12, RC Book of the vehicle pertains to the aforesaid vehicle which is classified as heavy goods vehicle

and type of body is truck [open body]. Its unladen weight is 4975 and Gross vehicle weight is 12990. As per Ex.R19- permit copy of the vehicle, the said TATA motors vehicle is a goods carrier and the gross weight of the vehicle is 12990 and unladen weight is 4975 and payload is 8015 and it can carry all kinds of goods. According to the driver/R.W.4, on that day, his vehicle was under repair and he drove the vehicle empty to fetch an electrician to attend the repair work and as such, on the said day, the truck was not loaded. In order to establish the case of the owner of the vehicle, Ex.R16 and Ex.R17/Weighment Certificate were marked which would show that the weight of the empty vehicle is 5830 and 5560 respectively. According to the first respondent/owner of the vehicle, the light motor vehicle licence alone is sufficient to drive the vehicle.

22. Ex.R12/Registration Certificate pertains to the vehicle bearing Reg.TN 20 CX 9636 which is classified as heavy goods vehicle. At this juncture, it is relevant to refer the definition of Section 2(21) of the Motor Vehicles Act which defines light motor vehicle as a transport vehicle or omni bus the gross vehicle weight of either of which or a motor car or tractor or

road-roller the unladen weight of any of which, does not exceed 7500 kilograms**.** Section 2(16) of the MV Act means any goods carriage the gross vehicle weight of which, or a tractor or a road-roller the unladen weight of either of which, exceeds 12000 kilograms. From the above definitions, if the gross vehicle weight exceeds 12000 kgms, it is a heavy goods vehicle and in case if it is a transport vehicle or omni bus the gross vehicle weight, if it does not exceed 7500 kg, it is light motor vehicle. As per the evidence of P.W.2, the offending vehicle is a truck and as per Ex.R19, it is a goods carrier and not van. Admittedly, in the case on hand, R.W.4/Perumal had driving licence only for a light motor vehicle for transport and non-transport and before the expiry of the validity of the light motor vehicle transport (i.e.,) before 13.07.2020, the driver did not have the valid driving licence to drive the heavy goods vehicle.

23. It is relevant to refer the judgment of the Hon'ble Supreme Court of India in the case of ***Oriental Insurance Company Limited vs. Angad Kol*** reported in ***2009 (1) TNAMC 242***, wherein, it has been held that there is a distinction between the light motor vehicle and the transport vehicle. A

transport vehicle may be a light motor vehicle, but for the purpose of driving the same, a distinct licence is required to be obtained and the relevant portion is extracted hereunder:-

> *"The distinction between a 'light motor vehicle' and a 'transport vehicle' is, therefore, evident. A transport vehicle may be a light motor vehicle, but for the purpose of driving the same, a distinct licence is required to be obtained. The distinction between a 'transport vehicle' and a 'passenger vehicle' can also be noticed from Section 14 of the Act. Sub-Section (2) of Section 14 provides for duration of a period of three years in case of an effective licence to drive a 'transport vehicle' whereas in case of any other licence, it may remain effective for a period of 20 years".*

24. The learned counsel appearing for the appellant in C.M.A.No.2099 of 2024/first respondent would submit that due to Covid-19 and subsequent lockdowns due to said pandemic, the driver was unable to renew his licence, which was expired on 30.07.2020 and there is no fault on the part of the owner of the vehicle.

25. It is pertinent to note that the Ministry of Road Transport and Highways have made a press release on 30.09.2021 in their official website and also mentioned their previous advisories dated 30th March 2020, 9th June 2020, 24th August 2020, 27th December 2020, 26th March 2021 and 17 June 2021 which were already issued by the said Ministry regarding the extension of validity period of Fitness, Permit (all types), licence, Registration or any other concerned documents relating to Motor Vehicles Act, 1988 and Central Motor Vehicle Rules, 1989, till 30.09.2021. Additionally, in the Press release, it has been stated that they have further extended the validity period of above mentioned documents till 31.10.2021 on considering the pandemic period.

26. It is relevant to note that Section 5 of the Motor Vehicles Act, 1988, mandates the responsibility of owners of motor vehicles for contravention of Sections 3 and 4 of the Act, wherein, it has been stated "*no owner or person in charge of a motor vehicle shall cause or permit any person who does not satisfy the provisions of Section 3 or Section 4 to drive the vehicle*". Section 3 of the Motor Vehicles Act mandates necessity for

driving licence and Section 4 of the Act prescribes age limit in connection with driving of motor vehicles. As per Section 3 of the Act, no person shall drive a motor vehicle in any public place unless he holds an effective driving licence issued to him authorising him to drive the vehicle; and no person shall so drive a transport vehicle other than a motorcab or motor cycle hired for his own use or rented under any scheme made under sub-section (2) of section 75 unless his driving licence specifically entitles him so to do.

27. It is relevant to refer the judgment of the Hon'ble Supreme Court of India in the case of ***New India Assurance Company Limited vs. Prabhu Lal,*** reported in ***2008 (1) TNMAC (SC) 97,*** wherein, it has been held that a person holding a light motor vehicle licence must also obtain a specific authorisation from the concerned transport authority to drive transport vehicle as contemplated in Section 3 of the Motor Vehicles Act, 1988, read with Rule 16 of the Central Motor Vehicles, Rules, 1989, else it cannot be construed as a person duly authorized to drive the transport vehicles and in such circumstances, the insurance company cannot be fastened with liability to pay compensation.

28. By applying the ratio laid down in the aforesaid judgment, the contention of the first respondent/owner of the vehicle that at the time of accident, the driver of the truck was having valid light motor vehicle licence and the same is enough to drive the vehicle and the vehicle is an unladden vehicle which weighs about 4975 kgs, cannot be countenanced, since the driver of the truck has not obtained a specific authorisation from the concerned Transport Authority to drive the truck as contemplated in Section 3 of the Motor Vehicles Act. By invoking the above provisions of law and the ratio laid down in the judgment, this Court could infer that a person having a licence for driving a light motor vehicle is not authorised to drive a heavy motor vehicle without due endorsement made by the competent authority or renewal the commercial licence which has already been possessed by the driver. Upon considering the evidence of R.W.4/driver of the truck and Ex.R12/RC Book of the vehicle and Ex.R14/Driving licence of R.W.4, the Tribunal has rightly held that the driver did not possess the requisite driving licence to drive the heavy goods vehicle at the time of accident. It is pertinent to mention that as per Section 5 of the Motor

Vehicles Act, the owner of a motor vehicle has a responsibility to verify that no vehicle is driven except by a person who does not satisfy the provisions of Sections 3 or 4 of the Act. In the case on hand, the driver/R.W.4 was having valid driving licence to drive the heavy goods vehicle at the time of joining duty with the first respondent in the year 2017, whereas, the driver of the vehicle did not renew the heavy goods vehicle licence which was expired on 13.07.2020 and therefore, the same has been construed as if he did not possess the valid driving licence at the time of accident. Therefore, the owner of the vehicle committed breach of terms and conditions of the insurance policy by allowing the driver/R.W.4 to drive the heavy goods vehicle.

29. It is relevant to state that as per the Notification dated 30.09.2021 issued by the Ministry of Road Transport and Highways, due to COVID-19, the documents relating to Motor Vehicles Act, 1988 and Central Motor Vehicles Act, 1989 may be treated to be valid till 31st October 2021. While so, even after the expiry of the said period, the owner of the vehicle or the driver has not taken any steps to renew the licence. In such circumstances, as

per Ex.R12, the offending vehicle has been classified as heavy goods vehicle and at the time of the accident, R.W.4 did not possess the valid driving licence to drive the heavy goods vehicle and he had driving licence only for light motor vehicle and the same is valid to drive the light motor vehicle for transport and non-transport. Prior to the accident and before the expiry of the alleged validity for light motor vehicle transport (i.e.,) 13.07.2020, R.W.4 did not have valid driving licence to drive the offending vehicle. The Tribunal, upon considering the evidence on either side, has rightly concluded that at the time of accident, R.W.4 did not have valid driving licence and the same amounts to breach of policy and thereby, the entire liability was fixed on the owner of the vehicle. It is to be noted that Ex.P4/Insurance policy was issued for the period from 01.01.2022 to 31.12.2022, therefore, the insurance policy was taken and in-force before the amendment to Section 149 of the Motor Vehicles Act, 1988, and therefore, the Tribunal ought to have ordered pay and recovery. The findings rendered by the Tribunal with regard to fixing 50% of contributory negligence on the part of the deceased is hereby confirmed.

30. With regard to quantum of compensation, as per Ex.P17/Driving licence of the deceased, the age of the deceased was 29 years at the time of accident and though the claimants stated that at the time of accident, the deceased was working as driver in V.Express Courier, Parivakkam, Chennai, and earning a sum of Rs.25,000/- per month, in the absence of proof of income, the Tribunal has fixed a sum of Rs.12,000/- per month as notional income. However, considering the fact that the accident took place in the year 2022 and the age of the deceased was 29 years at the time of accident, this Court is inclined to enhance the monthly income of the deceased from Rs.12,000/- to Rs.18,000/- and thereby, the loss of dependency would be:-

Monthly Income	:	Rs. 18,000/-
Add: Future Prospects 40% of Rs.18,000/-	:	Rs. 7,200/-
		Rs. 25,200/-
Annual Income (25,200 * 12)	:	Rs. 3,02,400/-
Less : Personal expenses Rs.3,02,400/- * 1/4	:	Rs.75,600/-
		Rs. 2,26,800/-
Multiplier	:	x 17
Loss of dependency	:	**Rs.38,55,600/-**

31. The compensation awarded under the other heads, namely, ' loss of estate, loss of consortium and funeral expenses' is just and proper. Accordingly, the compensation awarded by the Tribunal is modified as under:

S.No	***Head of Compensation***	***Amount awarded by the Tribunal (Rs)***	***Amount awarded by this Court (Rs)***
1.	Loss of Dependency	Rs.25,70,400/-	**Rs.38,55,600/-**
2.	Loss of Estate	Rs.16,500/-	Rs.16,500/-
3.	Loss of consortium (Rs.44,000 * 4)	Rs.1,76,000/-	Rs.1,76,000/-
4.	Funeral Expenses	Rs.16,500/-	Rs.16,500/-
	Total	**Rs.27,79,400/-**	**Rs.40,64,600 /-**
	Deduction 50% towards contributory negligence	**Rs.13,89,700/-**	**Rs.20,32,300/-**
	Compensation Payable	**Rs.13,89,700/-**	**Rs.20,32,300/-**

32. In the light of the above discussions, the second respondent/Insurance Company is liable to pay the entire compensation awarded by this Court to the claimants and thereafter, recover the same from the first respondent/owner of the vehicle in the manner known to law.

33. In the result, C.M.A.No.2099 of 2024 is dismissed and C.M.A.No.2326 of 2026 is partly allowed. The compensation awarded by the Tribunal at Rs.13,89,700/- is hereby enhanced to Rs.20,32,300/- together with interest @ 7.5% per annum from the date of filing of claim petition till the date of deposit. The findings of the Tribunal with regard to contributory negligence of 50% fixed on the part of the deceased is hereby confirmed. The second respondent/Insurance Company is directed to deposit the entire award amount now determined by this Court along with interest and costs within a period of six weeks from the date of receipt of a copy of this judgment, to the credit of M.C.O.P.No.153 of 2022 on the file of the Motor Accidents Claims Tribunal No.1, Special District Court, Thiruvallur and thereafter, they are at liberty to recover the same from the appellant in C.M.A.No.2099 of 2024/first respondent/owner of the vehicle in the manner known to law. On such deposit, the claimants are permitted to withdraw the award amount now determined by this Court, along with interest and costs, by making proper application before the Tribunal. It is made clear that insofar as the enhanced compensation is concerned, the claimants will not be entitled for interest for the period of delay of 125 days as was ordered by this

Court in C.M.P.No.16378 of 2026, dated 10.07.2026. The claimants are directed to pay the necessary Court fee, if any, on the enhanced compensation. The other directions issued by the Tribunal, with regard to the mode of payment of compensation, in the aspect of apportionment of compensation, percentage basis adopted by the Tribunal to each of the claimants remains unaltered. The manner and mode of disbursement of compensation shall be as per the order of the Tribunal. There shall be no order as to costs. Connected miscellaneous petition is closed.

09.09.2026

NCC : Yes / No
Index : Yes / No
Speaking Order : Yes / No
ssb

To

1. The Motor Accident Claims Tribunal No.1,

Special District Court, Thiruvallur.
2. The Section Officer,
V.R. Section,
High Court,
Chennai.

M.JOTHIRAMAN, J.

ssb

C.M.A.Nos.2099 of 2024 and 2326 of 2026

09.09.2026