IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on 22.7.2026 **Delivered on 24.7.2026**

CORAM

THE HON'BLE MR JUSTICE N.ANAND VENKATESH

Civil Miscellaneous Appeal No.142 of 2024

1. Tmt.Chitra
W/o.Deceased K.Mani,
No.48, Gandhi Street,
Mettukulam, Koyambedu,
Chennai 107.

2. Mrs.Rajalakshmi
D/o.late Krishnamoorthy,
No.48, Gandhi Street,
Mettukulam, Koyambedu,
Chennai 107.

3. Mrs.Rani
W/o.Govindan, No.48,
Gandhi Street, Mettukulam,
Koyambedu, Chennai 107.

4. Ms.Jeevitha
D/o.Deceased K.Mani,
No.48, Gandhi Street,
Mettukulam, Koyambedu,
Chennai 107.

...Appellants

Vs

1. D.Elumalai,
No.42, Raja Ganapathy Street,
West Balaji Nagar, Pudur,
Ambattur, Chennai 53.

2. United India Insurance Co.Ltd.,
No.130, Lucky Towers, MTH.Road,
Ambattur, Chennai 53.

...Respondents

APPEAL under Section 173 of the Motor Vehicles Act, 1988 against the award dated 08.6.2023 in MCOP.No.3083 of 2014 on the file of the Motor Accidents Claims Tribunal (V Small Causes Court), Chennai.

For Appellants:	Mr.S.Ravikumar for Mr.R.Dinesh Kumar
For Respondents:	R1 – served & no appearance Mr.R.Sankaranarayanan for R2

JUDGMENT

This appeal has been filed by the appellants - claimants against the award dated 08.6.2023 on the file of the Motor Accidents Claims Tribunal (V Small Causes Court), Chennai (for short, the Tribunal below) seeking for enhancement of compensation.

2. Heard the learned counsel appearing on behalf of the appellants – claimants and the learned counsel appearing for the second respondent – Insurance Company.

3. The first appellant – first claimant is the wife; and appellants 2 to 4 - claimants 2 to 4 are the daughters of one Mr.K.Mani (since deceased).

4. The case of the appellants – claimants is as follows:

(i) On 22.1.2014, the said Mr.K.Mani was travelling in a Tata Benz Mini Lorry and at about 12 hours, near Visalakshi Real Estate, Chennai, the driver of the lorry drove the vehicle in a rash and negligent manner and applied a sudden brake, due to which, the said Mr.K.Mani was thrown out of the vehicle, sustained multiple injuries and ultimately, succumbed to the injuries on 01.2.2014. A first information report in Crime No.117 of 2014 on the file of the Inspector of Police, Poonamallee Traffic Investigation Police Station, Chennai was registered against the driver of the lorry. It was under those circumstances, the claim petition came to be filed before the Tribunal below.

(ii) Before the Tribunal below, the second respondent – Insurance Company filed a counter affidavit and took a stand that the vehicle in question was a goods carrier, that the policy did not cover liability in respect of a passenger in the goods vehicle, that the premium was paid only for a paid driver and that therefore, the claim petition itself was not maintainable. Ultimately, the second respondent – Insurance Company sought for rejection of the claim petition.

(iii) The Tribunal below, on considering the facts and circumstances of the case and on appreciation of the oral and documentary evidence, came to the conclusion that the accident had taken place only due to the rash and negligent driving on the part of the driver of the mini lorry.

(iv) Having rendered the above finding, the Tribunal below came to the conclusion that the policy covered only the driver and not the employee and therefore, exempted the second respondent – Insurance Company from paying the compensation and directed only the first respondent - owner of the vehicle to pay the compensation. Ultimately, the claim petition was dismissed as against the second respondent.

(v) As a consequence, the Tribunal below fixed the total compensation amount under the following heads:

S.No	*Head*	*Amount*
1	*Loss of dependency*	*Rs. 9,80,100/-*
2	*Medical bills*	*Rs. 97,380/-*
3	*Loss of estate*	*Rs. 16,500/-*
4	*Funeral expenses*	*Rs. 16,500/-*
5	*Loss of love & affection*	*Rs. 1,20,000/-*
6	*Transportation expenses*	*Rs. 6,500/-*
	Total	*Rs.12,36,980/-*
	Rounded off to	*Rs.12,37,000/-*

(vi) The said sum of Rs.12,37,000/- was directed to be paid by the first respondent – owner of the vehicle together with interest at the rate of 7.5% per annum from the date of claim petition till the date of realization. Aggrieved by that, the appellants – claimants have filed this appeal before this Court.

5. This Court has carefully considered the submissions of the learned counsel on either side and perused the materials available on record and more particularly the impugned award.

6. In the case in hand, the insurance policy has been marked as Ex.R.2. It is a policy covering the mini lorry, which is a goods carrier.

7. It is contended on the side of the second respondent – Insurance Company that if the deceased had travelled in the mini lorry in his capacity as an employee of the first respondent – owner of the vehicle, the same has to be established, that the appellants – claimants have failed to establish this vital fact and that therefore, if the liability of the second respondent – Insurance Company is not covered under the policy and if the right is traced to Section 147(1) of the Motor Vehicles Act, 1988, the appellants – claimants will have to establish the fact that there was an employer – employee relationship between the deceased and the first respondent – owner of the vehicle.

8. Per contra, it is contended on the side of the appellants – claimants that P.W.2, who was examined on the side of the claimants, stated in his evidence that he and the said Mr.K.Mani were engaged as coolies by the first respondent – owner of the

vehicle and that in the accident that had taken place, the said Mr.K.Mani unfortunately died. It is further submitted that there was no contra evidence let in on the side of the respondents, that the relationship between the deceased – the said Mr.K.Mani and the first respondent – owner of the vehicle has been pleaded and brought out in evidence and that the Tribunal below ought to have directed the second respondent – Insurance Company to pay the compensation.

9. P.W.1 is none other than the wife of the deceased. She stated in her evidence that her husband – the said Mr.K.Mani was working as a load man, that he was travelling in the vehicle, that he was sitting over the bricks that were transported in the vehicle and that since a sudden brake was applied by the driver, her husband fell down, sustained grievous injuries and ultimately succumbed to the injuries.

10. The evidence of P.W.2 is very crucial in the present case. P.W.2 stated that he was working along with the deceased – the said Mr.K.Mani as a load man, that on 22.1.2014, he, along with the

deceased, was travelling in the mini lorry, that the deceased was sitting over the bricks on the rear side of the vehicle and that when a sudden brake was applied by the driver, he fell down and sustained fatal injuries. In his cross examination, he stated that he has been working as a load man for more than 15 years.

11. The learned counsel appearing for the second respondent – Insurance Company has submitted that P.W.2 merely stated that they were travelling in the mini lorry as load men and that absolutely, there was not even a whisper that the deceased and P.W.2 were working under the first respondent – owner of the vehicle.

12. The above contention raised on the side of the second respondent – Insurance Company is not sustainable.

13. P.W.2 specifically stated that he has been working as a load man in the lorry for nearly 15 years. Admittedly, the mini lorry stood in the name of the first respondent. If that is so, it must be taken that the reference was made only to the first respondent, who

had employed the deceased and P.W.2 as load men to load the bricks in the vehicle.

14. R.W.1, who was examined on the side of the second respondent – Insurance Company stated in his cross examination that in a goods vehicle, the driver and persons employed as load men could travel, that the policy would cover them and that the premium was also paid by the owner of the vehicle. However, he branded the deceased as a third party and not as a person, who travelled as an employee engaged by the first respondent – owner of the vehicle.

15. While dealing with motor accident cases, the Court has to apply the principle of preponderance of probabilities. When this principle is applied, it comes to light that the deceased had, in fact, travelled in his capacity as a load man engaged by the first respondent – owner of the vehicle. The evidence of P.W.2 also substantiates this fact. Unfortunately, the first respondent has chosen to remain ex parte before the Tribunal below and therefore, the appellants – claimants had to examine P.W.2 to establish the

fact that the deceased was, in fact, engaged as a load man and that he had travelled in the lorry in that capacity.

16. In the light of the above discussions, this Court is of the view that even if the deceased had travelled in his capacity as a cooli engaged by the first respondent – owner of the vehicle, the insurance policy certainly covers the deceased also and consequently, the compensation amount is liable to be paid by the second respondent – Insurance Company. The finding rendered by the Tribunal below otherwise is hereby set aside.

17. In so far as the issue of quantum of compensation is concerned, the same is just and reasonable and does not require the interference of this Court.

18. In the result, the above civil miscellaneous appeal is partly allowed in the above terms and there shall be a direction to the second respondent to deposit the entire compensation amount as awarded by the Tribunal below together with interest at the rate of 7.5% per annum from the date of claim petition till the date of

realization, within six weeks from the date of receipt of a copy of this judgment. On such deposit, the appellants – claimants are entitled to withdraw the same together with accrued interest as apportioned by the Tribunal below. No costs.

24-07-2026

To
1.The Motor Accidents Claims Tribunal
(V Small Causes Court), Chennai.

2.United India Insurance Co.Ltd.,
No.130, Lucky Towers,
MTH.Road, Ambattur,
Chennai 53.

RS

N.ANAND VENKATESH,J

RS

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