



**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

WEB COPY

**DATED : 07.07.2026**

**CORAM**

**THE HONOURABLE MR. JUSTICE N. ANAND VENKATESH**

**CMA No.269 of 2022**

1.Devaki  
2.Sudha  
3.Raja  
4.Rajkumar

..Appellants

.vs.

1.Saravanan

2.The Bharati AXA General Insurance Co.Ltd  
No.162, 2nd floor, metro plaza,  
Anna Salai, Chennai- 2.

..Respondent

**Prayer:** Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, against the Judgment and Decree dated 27.08.2021 made in MACTOP.No.77 of 2018 on the file of the Motor Accident Claims Tribunal, No.1 Special District Court, Thiruvallur.

For Appellants : Mr.F.Terry Chella Raja

For Respondent : Mr.M.Jayaraj for R2



WEB COPY

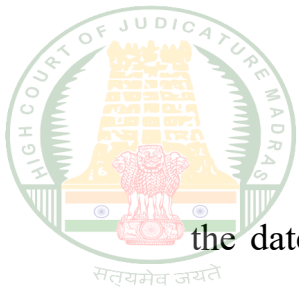
## JUDGMENT

This appeal has been filed challenging the Award passed by the MACT, Special District Court, Thiruvallur in MACTOP No.77 of 2018 dated 27.08.2021, by the appellants.

2.The 1<sup>st</sup> appellant is the wife and appellants 2 to 4 are the children of the deceased Arjunan.

3.The case of the claimants is that the deceased Arjunan was riding a two wheeler on 26.04.2018 and at about 20.15 hours, when he was near KKG Store Company, Kuthambakkam, the offending vehicle belonging to the 1<sup>st</sup> respondent which is a Mahindra van was driven in a rash and negligent manner. As a result of which, the vehicle dashed on the two wheeler and the deceased sustained sever head injury and died on the spot. An FIR came to be registered in Crime No.253 of 2018. It is under these circumstances, the claim petition came to be filed before the Tribunal.

4.The 2<sup>nd</sup> respondent/Insurance Company filed a counter and took a stand that there was no valid insurance policy for the offending vehicle on

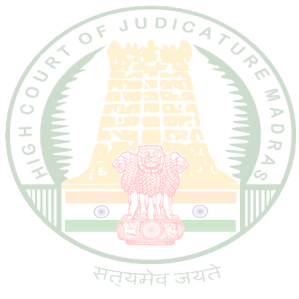


the date of accident and therefore, they are not liable to indemnify the 1<sup>st</sup> respondent.

5.The Tribunal on considering the facts and circumstances of the case and on appreciation of evidence, came to a conclusion that the accident had taken place only due to the rash and negligent driving on the part of the driver of the offending vehicle.

6.The Tribunal thereafter proceeded to deal with the stand taken by the Insurance Company to the effect that there was no valid policy issued covering the liability of the vehicle belonging to the 1<sup>st</sup> respondent. The Tribunal gave a finding that the policy that was produced was a fake policy and it was in fact not issued to the vehicle that was involved in this accident and it was issued for a different vehicle. Accordingly, the Insurance Company was exonerated from the liability.

7.The Tribunal thereafter proceeded to fix the total compensation of Rs.7,33,400/- under the following heads:



WEB COPY



<b>Compensation awarded under the head</b>	<b>Amount (in Rs.)</b>
Loss of earnings of the deceased	6,53,400
Loss of Estate	15,000
Loss of Consortium	40,000
Funeral Expenses	15,000
Transport to Hospital Expenses	10,000
<b>Total</b>	<b>7,33,400</b>

8.The above compensation was directed to be paid by the 1<sup>st</sup> respondent/owner of the vehicle with interest at the rate of 7.5% per annum.

9.Aggrieved by the same, the claimants have filed the present appeal before this Court.

10.Heard the learned counsel for the appellants and the learned counsel appearing on behalf of the respondents.

11.The main ground that was urged on the side of the appellant is that the policy had been issued by the employee/agent of the Insurance Company and the Insurance Company has not proceeded to conduct any enquiry or take any action, if really a fake policy has been created. Therefore, there is



no clinching evidence to show that the policy in question is a fake policy.

WEB COPY

Hence, the Tribunal ought to have directed payment of compensation to the claimants by the Insurance Company and ordered for pay and recovery.

12. In the case in hand, it has been proved beyond doubts that EX.P2 Policy was not issued for the offending vehicle. The Tribunal found that EX.P2 was manipulated and the policy was in fact given to a vehicle at Haryana to a person named Manoj Garg. In view of the same, the steps taken by the Insurance Company to proceed or not to proceed against the fake policy, does not really matter while deciding the actual liability of the Insurance Company.

13. The Insurance Company is made liable to satisfy the payment of compensation only on the basis of a contract of insurance entered into with the insured. In the absence of the same, an Insurance Company can never be made vicariously liable. In the case in hand, there was no contract of insurance between the Insurance Company and the 1<sup>st</sup> respondent. The policy that was produced before the Tribunal was found to be a fake policy. Therefore, there is no question of making the Insurance Company pay the compensation and later recover the same from the owner.

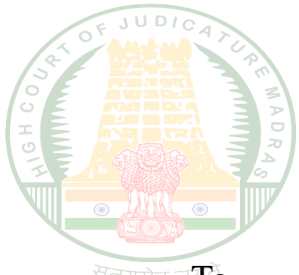


**WEB COPY** 14. In the light of the above discussion, this Court does not find any ground to interfere with the Award passed by the Tribunal and the Award stands confirmed.

15. In the result, this Civil Miscellaneous Appeal stands dismissed. No Costs.

**07.07.2026**

Index : Yes/No  
Speaking Order/Non-Speaking Order  
Neutral citation : Yes/No  
ssr



To  
WEB COPY

The Motor Accident Claims Tribunal, No.1 Special District Court,  
Thiruvallur



WEB COPY



**N. ANAND VENKATESH., J**

SSR

**CMA No.269 of 2022**

**07.07.2026**