IN THE HIGH COURT OF JUDICATURE AT MADRAS

Orders Reserved on : 13.07.2026
Pronouncing orders on : 15.07.2026

CORAM

THE HONOURABLE MR JUSTICE N. ANAND VENKATESH

CMA No.1054 of 2020

A.Thilagavathy ... Appellant(s)

Vs.

1.G.Prakash

2.The New India Assurance Co., Ltd.,
Motor Third Party Claims Office,
No.45, Moore Street,
Chennai 600 001. ... Respondent(s)

PRAYER: Appeal filed under Section 173 of the Motor Vehicles Act, against the judgment and decree dated 22.10.2019 in MCOP No.3633/2014 on the file of the Motor Accidents Claims Tribunal (Special Sub Judge No.1, Small Causes Court), Chennai.

For Appellant(s) : Mr.R.Nalliyappan

For Respondent(s) : Ms.R.Sreevidhya

JUDGEMENT

This appeal has been filed challenging the Award passed by the MACT, Special Sub Judge No.1, Small Causes Court, Chennai in MCOP No.3633 of 2014 dated 22.10.2019, wherein, the claimant is seeking for enhancement of compensation.

2.The case of the claimant is that on 29.04.2014, when he was walking along Mudichur Road and at about 13 hours near Old Perungalathur Ambedkar Statue, the offending vehicle which was a two wheeler owned by the 1st respondent, was driven in a rash and negligent manner and it dashed against the claimant and the claimant sustained Supra Condylar fracture – right femur.

3.The claimant underwent treatment as an inpatient for seven days and surgery was also performed. It is under these circumstances, the claim petition came to be filed before the Tribunal.

4.The 2nd respondent/Insurance Company took a stand that the offending vehicle does not belonged to the 1st respondent and that the Cover Note that was relied upon did not provide any insurance cover for the offending vehicle and there was no privity of contract between the Insurance Company and the 1st 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 rider of the two wheeler.

6.The Tribunal having rendered the above finding, found that the two wheeler was purchased by the 1st respondent under EXs.P18 and P19 and a Cover Note was issued which is valid from 28.04.2014 to 27.04.2015 and the accident had taken place on 29.04.2014. The subsequent owner viz., one Premalatha registered the offending vehicle on 27.06.2014 and the policy of insurance has been issued in her name on 30.06.2014. The Tribunal therefore came to a conclusion that, as on the date of the accident, there is no material to show that the

1st respondent was the owner of the two wheeler and no insurance policy issued to the 1st respondent was marked before the Tribunal and hence, the 2nd respondent was exonerated from the liability and the 1st respondent was made liable to pay the compensation to the claimant.

7.The Tribunal having rendered the above finding, fixed the total compensation at Rs.2,70,456/- under various heads as follows:

Compensation awarded under the head	**Amount (in Rs.)**
Disability	45,000
Pain and Sufferings	20,000
Transport Charges	2,000
Medical Expenses	1,59,706
Extra Nourishment	10,000
Attender Charges	1,750
Loss of Earnnings	12,000
Loss of Future Prospectus	20,000
Total	**2,70,456**

8.The above compensation was directed to be paid along with interest at the rate of 7.5% per annum by the 1st respondent to the claimant.

9.Aggrieved by the same, the present appeal has been filed before this Court on the ground that it is the Insurance Company which has to necessarily pay the compensation. The quantum of compensation fixed by the Tribunal under various heads is also questioned in the present appeal.

10.Heard Mr.R.Nalliyappan, learned counsel appearing on behalf of the appellant and Ms.R.Sreevidhya, learned counsel appearing on behalf of the 2nd respondent.

11.In the case in hand, the title over the two wheeler which is the offending vehicle is sought to be traced under EXs.P18 and P19. EX.P18 is the Sale Certificate which is said to have been issued by VMS Motors in favour of the 1st respondent. EX.P19 is the Tax Invoice which was issued in the name of the 1st respondent for receipt of the consideration towards the two wheeler.

12.Insofar as the Policy Cover is concerned, EX.P20 is relied upon which is effective from 28.04.2014 till 27.04.2015. Even in the Cover Note, it is mentioned that it is valid only from the date and time of obtaining the registration number from Regional Transport Office for the subject vehicle.

13.The appellant who is the claimant has established that as on the date of the accident on 29.04.2014, the two wheeler stood in the name of the 1st respondent and it also had a Cover Note. Nowhere, the Insurance Company has taken a stand that the Cover Note is a forged or fabricated document.

14.A submission was made on the side of the 2nd respondent/Insurance Company to the effect that in the Sale Certificate marked as EX.P18, there is reference to invoice dated 15.02.2014 and whereas, the Tax Invoice marked as EX.P19 is dated 25.04.2014. Therefore, it is contended that the Tax Invoice relied upon by the claimant does not prove the title of the 1st respondent.

15.This Court carefully went through the Chassis Number, Engine Number, Make and also the Agency from which the two wheeler has been purchased and EXs.P18 & P19 perfectly tallies. What has been mentioned in EX.P18 as the invoice particulars, does not pertain to the Tax Invoice and it has a different connotation.

16.This Court also went through the EX.P20, which is the Cover Note. Even here, the Engine Number, Chassis Number, Make and other features of the two wheeler perfectly tallies.

17.The attempt made by the Insurance Company to project a case as if it is only Premalatha, who is the owner of the vehicle, by relying upon EX.R3 and the policy given in her name EX.R4, does not really come to the aid of the Insurance Company, since this development had taken place only in June 2014 and whereas, the accident had taken place on 29.04.2014, when Premalatha was not even in the scene.

18.It must be borne in mind that the claimant is a third party and he has done his best to obtain the relevant documents including the Cover Note and the same has been marked to substantiate his claim. The 1st respondent has also chosen to remain ex-parte. It is too difficult for the claimant to prove as to when the 1st respondent sold the vehicle in favour of the said Premalatha.

19.In the absence of any contra evidence to establish that as on the date of accident, the 1st respondent was not the owner of the vehicle and that the Cover Note relied upon is a fabricated document, applying the principle of preponderance of probability, this Court has to necessarily hold that it was only the 1st respondent who was the owner of the offending vehicle, which had a valid policy by means of a Cover Note marked as EX.P20.

20.In view of the above, the finding rendered by the Tribunal exonerating the 2nd respondent/Insurance Company from the liability is perverse and it requires the interference of this Court. Till the above said Premalatha became the owner of the vehicle in June 2014, it is only the 1st respondent who was the owner of the offending vehicle and the vehicle was covered under a valid Cover Note marked as EX.P20. Consequently, it is only the 2nd respondent/Insurance Company which has to pay the compensation amount to the claimant.

21.Insofar as the quantum of compensation is concerned, the same is found to be just and fair and it does not require the interference of this Court.

22.In the result, this Civil Miscellaneous Appeal is partly allowed and there shall be a direction to the 2nd respondent/Insurance Company to deposit the entire compensation amount along with the interest, within a period of four weeks from the date of receipt of copy of this order. On such deposit, the appellant claimant is entitled to withdraw the compensation amount. No Costs.

15.07.2026

Index:Yes
Speaking/Non-speaking order
Internet:Yes
Neutral Citation:Yes
ssr

N.ANAND VENKATESH J.

ssr

To

The Motor Accidents Claims Tribunal
(Special Sub Judge No.1, Small Causes Court),
Chennai.

Pre-Delivery Judgment in
CMA No.1054 of 2020

15.07.2026