IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:17-06-2026

CORAM

THE HON'BLE MRS.JUSTICE R. KALAIMATHI

CMA No. 168 of 2025
and
CMP.No.1261 of 2025
and
Cross Objection No.16 of 2025

CMA No. 168 of 2025

The Manager
New India Assurance Co. Ltd.,
Motor Third Party Claims Hub,
No.232, N.S.C. Bose Road, 6th Floor,
Bombay Mutual Building, Chennai - 01. ..Appellant

Vs.

1. M. Vasudevan
   No.2/391, Karpaga Vinayagar Koil Street,
   Keezhacheri, Thiruvallur – 402.

2. Nilesh Dattatray Tilekar
   Sr No.215, Ganga Nagar,
   Phursungi Tal Haveli,
   Pune 412 308, Maharashtra

..Respondent

Cross Obj No.16 of 2025

M.Vasudevan
S/o. K.Munirathinam,
No.2/391, Karpaga Vinayagar Koil Street,
Keezhacheri, Thiruvallur - 402.

..Cross Objector

Vs

1. The Manager
   New India Assurance Co. Ltd,
   Motor Third Party Claims Hub,
   No.232, N.S.C. Bose Road, 6th Floor,
   Bombay Mutual Building,

Chennai – 01.

2. Nilesh Dattatary Tilekar
Sr No.215, Ganga Nagar,
Phursungi Tal Haveli,
Pune 412 308, Maharashtra

..Respondent(s)

Prayer in CMA No. 168 of 2025: This Civil Miscellaneous Appeal is filed under Section 173 of the Motor Vehicles Act, 1988, to set aside the Award passed in MCOP.No.2014 of 2021 dated 09.07.2024 on the file of the Motor Accidents Claims Tribunal (II Judge, Court of Small Causes) in Chennai.

Prayer in Cross Objection No.16 of 2025: This Cross Objection is filed under Order XLI Rule 22 of the Code of Civil Procedure, 1908, to enhance the compensation amount awarded in the Award dated 09.07.2024 in MCOP No.2014 of 2021 on the file of the Motor Accidents Claims Tribunal (II Judge, Court of Small Causes), Chennai by allowing this Cross Appeal in CMA No.168 of 2025 on the file of this Court.

CMA No. 168 of 2025
For Appellant(s) : Mr.M. Krishnamoorthy
For Respondent(s): Mr.S.P.Yuaraj for R1
No Appearance for R2

In Cross Objection No.16 of 2025
For Cross Objector : Mr.S.P.Yuaraj
For 1st Respondent : Mr.M.Krishnamoorthy

JUDGMENT

Aggrieved by the Award, wherein fastening the liability upon the 2nd respondent / Insurance Company, the Insurance Company has preferred this Civil Miscellaneous Appeal against the Award dated 09.07.2024 passed in MCOP No.2014 of 2021 on the file of the Motor Accident Claims Tribunal / II

Judge, Court of Small Causes, Chennai.

2. Cross Objection No.16 of 2025 has been filed by the claimant against the Award dated 09.07.2024 passed in MCOP No.2014 of 2021 on the file of the Motor Accident Claims Tribunal / II Judge, Court of Small Causes, Chennai, for enhancement of compensation.

3. Parties are indicated herein as per their litigative status and ranking before the Tribunal.

4. Claim petition was filed under Section 166 of Motor Vehicles Act, 1988 *(hereinafter referred to as MV Act, 1988)*, claiming compensation of Rs.75,00,000/- from the respondents for the injuries caused to the claimant on account of the road traffic accident that took place on 14.03.2021.

5. The Tribunal after taking into consideration of the oral and documentary evidence and after hearing the arguments advanced by either side, granted compensation of Rs.9,99,240/- at the rate of 7.5% per annum from the date of claim petition.

6. Break up details of the compensation awarded are given hereunder:-

> *"Towards loss of income during treatment period - Rs. 30,400/-; towards pain and sufferings and towards and loss of amenities - Rs.40,000/- under each head; towards transport expenses - Rs.5,000/-; towards extra nourishment and attender charges - Rs.10,000/- under each head,*

towards medical expenses - Rs.6,63,840/-, towards partial permanent disability Rs.2,00,000/-; in toto Rs.9,99,240/- was granted."

7. The learned counsel for the Appellant / Insurance Company strenuously argued that the lorry driver was not in possession of valid driving licence and the unladen weight of the lorry is 7,500 kgs. In such circumstances, as held in *Mukund Dewangan Vs. Oriental Insurance Co. Ltd., reported in 2017 (2) TN MAC 145,* the Tribunal instead of ordering pay and recover has fastened liability upon the 2nd respondent which is incorrect.

8. The next point put forth by the learned counsel for the Appellant / Insurance Company is that the Tribunal by taking into account of age, avocation, income of the claimant and other attendant circumstances, granted compensation under various heads appear to be reasonable and acceptable and hence, according to him, it does not call for any interference by this Court.

9. Per contra, the learned counsel for the 1st respondent / claimant vehemently contended that the lorry driver was not in possession of valid driving licence and the Tribunal after appreciating the said details in a proper perspective has fastened liability upon the 2nd respondent/ Insurance company. As regards the cross objection, the learned counsel would submit that though no challenge is made to the quantum by the Insurance Company as he is aggrieved by the quantum of compensation as per Order XLI Rule 22 CPC, he has filed the cross objection and it is maintainable in law.

10. The next point put forth by the learned counsel for cross objector is that the claimant was 25 years of age at the relevant point of time and was working as supervisor in a Manpower Company earning a sum of Rs.20,000/- per month. But the Tribunal has assumed the monthly notional income at Rs.15,200/- is less. The Medical Board has assessed the disability of the claimant at 40% as per Ex.C1 and the Tribunal has accepted the same. In view of the nature and effects of the fractures suffered by the claimant, the Tribunal failed to invoke the multiplier method. It is his further argument that, the amounts granted by the Tribunal under various heads are also not adequate and seeks for enhancement of compensation.

11. In this case, as per Ex.R3-Copy of Registration Certificate, unladen weight of the 1st respondent vehicle is 3420 kgs. The main objection of the Insurance Company is that the 1st respondent vehicle is a Medium Goods Vehicle and the driver of the said vehicle did not possess valid driving licence and no endorsement to drive the vehicle at the relevant point of time was made. To strengthen his argument, he placed reliance upon the judgment of the Hon'ble Supreme Court in *Mukund Dewangan Vs. Oriental Insurance Co. Ltd., reported in 2017 (2) TN MAC 145 (SC).*

12. Per contra, the learned counsel for the claimant would reply that the driver of the 1st respondent vehicle was in possession of driving licence to

drive Light Motor Vehicle, then he is competent to drive transport vehicle, omnibus, transport vehicle weight does not exceed 7500 kgs or motor car or tractor or road roller or unladen weight of which does not exceed 7500 kg, does not require separate endorsement on the licence and he is entitled to drive the transport vehicle of Light Motor Vehicle class and the same judgment as mentioned supra was relied upon by him.

13. In *Mukund Dewangan Vs. Oriental Insurance Co. Ltd., reported in 2017 (2) TN MAC 145,* the following questions were referred for decision to the Larger Bench:

> *"1. What is the meaning to be given to the definition of "Light Motor Vehicle" as defined in Section 2(21) of the MV Act? Whether Transport Vehicles are excluded from it?*
>
> *2. Whether 'Transport Vehicle' and 'omnibus' the "Gross Vehicle Weight" of either of which does not exceed 7500 kg. would be a "Light Motor Vehicle" and also motor car or tractor or a road roller, "Unladen Weight" of which does not exceed 7500 kg. and holder of a licence to drive the class of "Light Motor Vehicle" as provided in Section 10(2)(d) would be competent to drive a transport vehicle or omnibus, the "Gross Vehicle Weight" of which does not exceed 7500 kgs. or a motor car or tractor or road roller, the "Unladen Weight" of which does not exceed 7500 kgs.?*
>
> *3. What is the effect of the amendment made by virtue of Act No. 54 of 1994 w.e.f. 14.11.1994 while substituting*

Clauses (e) to (h) of Section 10(2) which contained "Medium Goods Vehicle", "Medium Passenger Motor Vehicle", "Heavy Goods Vehicle" and "Heavy Passenger Motor Vehicle" by "Transport Vehicle"? Whether insertion of expression 'Transport Vehicle' Under Section 10(2)(e) is related to said substituted classes only or it also excluded transport vehicle of light motor vehicle class from the purview of Sections 10(2)(d) and 2(41) of the Act?

4. What is the effect of Amendment of Form 4 as to the operation of the provisions contained in Section 10 as amended in the year 1994 and whether the procedure to obtain the driving licence for transport vehicle of the class of "Light Motor Vehicle" has been changed ?"

14. Since there is a conflict in the decisions of the Hon'ble Supreme Court with respect to the legal position as to pre-amended and post-amendment legal position of the amendment was made on 28.03.2001 in the Forms for driving licence, the Hon'ble Supreme Court considered the provisions of the Motor Vehicles Act, 1988, in respect of driving licence. In this regard, it is necessary t refer to Section 3 of the Act and the same is given hereunder:

3. Section 3 of the Act deals with the necessity for Driving Licence which is extracted hereunder:

"S.3. Necessity for Driving Licence.-- (1) 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 1[a motor cab 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.

(2) The conditions subject to which sub-section (1) shall not apply to a person receiving instructions in driving a motor vehicle shall be such as may be prescribed by the Central Government."

1. Subs. by Act 54 of 1994, sec. 3, for "a motor cab" (w.e.f. 14-11-1994).

It is apparent from the provisions contained in section 3 that it is necessary to have a licence to drive a motor vehicle in any public place and in order to drive a Transport Vehicle, the Driving Licence must specifically entitle him to do so. The question is what is the meaning to be given to 'transport vehicle' under Section 3.

4. Driving licence has been defined in section 2(10) of the Act. The section is extracted hereunder:

"2 (10) "Driving Licence" means the licence issued by a Competent Authority under Chapter II authorising the person specified therein to drive, otherwise than as a learner, a Motor Vehicle or a Motor Vehicle of any specified class or description;"

It is apparent from the definition of Driving Licence that licence is issued authorizing the person specified in the licence *to drive a Motor Vehicle or a Motor Vehicle of any specified class or description. Significantly, the definition of 'Driving Licence' categorizes the Licence of any specified class or description.*

5. Section 10 deals with the Form and contents of the licences to drive. Section 10 as it stood before its amendment made in the year 1994 by virtue of Amendment Act 54 of 1994 is extracted hereunder:

> *"10. Form and contents of licences to drive.--(1) Every learner's licence and driving licence, except a driving licence issued Under Section 18, shall be in such form and shall contain such information as may be prescribed by the Central Government. (2) A learner's licence or, as the case may be, driving licence shall also be expressed as entitling the holder to drive a motor vehicle of one or more of the following classes, namely:-*
>
> *(a) (b)(c)(d)(e) (f) ...*
>
> *(g) heavy goods vehicle;*
>
> *(h) heavy passenger motor vehicle;*
>
> *(i) roadroller;*
>
> *(j) motor vehicle of a specified description.*

It is apparent from the pre-amended provision which existed before the amendment made in the year 1994 that class or description of the vehicle for which licence used to be issued were categorized inter alia as Light Motor Vehicle, Medium Goods Vehicle, Medium Passenger Motor Vehicle, Heavy

Goods Vehicle, Heavy Passenger Motor Vehicle and Motor Vehicle of a specified description. Transport vehicle was not a separate class, and it could be under section 10(1) (d) to (h).”

15. What is meant by “Gross Vehicle Weight” and "Unladen Weight" are to be clarified.

> *“2(15) “Gross Vehicle Weight” means in respect of any vehicle the total weight of the vehicle and load certified and registered by the registering authority as permissible for that vehicle;”*

Gross Vehicle Weight (GVW) is the actual total weight of a vehicle at any given point of time, inclusive of the weight of a vehicle, passengers, fuel and cargo.

> *“2 (48) "Unladen Weight" means the weight of a vehicle or trailer including all equipments ordinarily used with the vehicle or trailer when working, but excluding the weight of a driver or attendant; and where alternative parts or bodies are used the unladen weight of the vehicle means the weight of the vehicle with the heaviest such alternative part or body;”*

Unladen Weight means the weight of a vehicle or trailer including all equipments ordinarily being used with the vehicle or trailer when working, the weight of driver or attendant is excluded. To elaborate further, Unladen Weight denotes the basic weight of the vehicle when it is empty – including all standard equipments normally used with it, without any cargo, driver or passengers.

*“**2. Definitions.***

(16) “Heavy Goods Vehicle” 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 12,000 kilograms;

(17) “Heavy Passenger Motor Vehicle” means any public service vehicle or private service vehicle or Educational Institution bus or Omnibus the gross vehicle weight of any of which, or a Motor Car the unladen weight of which, exceeds 12,000 kilograms;

(21) “Light Motor Vehicle” means a Transport Vehicle or Omnibus 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;

(23) “Medium Goods Vehicle” means any goods carriage other than a Light Motor Vehicle or a Heavy Goods Vehicle;

(24) “Medium Passenger Motor Vehicle” means any public service vehicle or private service vehicle, or Educational Institution bus other than a Motor cycle, invalid carriage, Light Motor Vehicle or heavy passenger Motor Vehicle;”

16. In fine, the Hon'ble Supreme Court clarified that there is no requirement to obtain separate endorsement to driver the transport vehicle and if the driver is holding licence to drive light motor vehicle, he can drive transport vehicle of such clause without any endorsement to that effect.

Ex.R3 is the copy of Certificate of Registration of the 1st respondent. Description of the vehicle is mentioned as goods carrier, unladen weight 3420 kgs and laden / GV weight 8720 kgs. To substantiate the said details, on the side of the Insurance Company, Regional Transport Officer was examined and clarified firstly as to the details of type of vehicle, laden wight and unladen weight.

17. That apart, copy of the driving licence of the 1st respondent driver is marked as Ex.R5. No notice is sent either to the 1st respondent or to the driver for the production of the original driving licence of the driver. With regard to the driving licence also, what was the type of driving licence the 1st respondent was holding at the relevant point of time was not elicited through the relevant witness, namely, Padmini (staff). As per the copy of registration certificate in respect of 1st respondent vehicle, Ex.R3, the Motor Vehicle Inspector, has mentioned the unladen weight of the vehicle as 3420 kg. The Tribunal has concluded that the driver of the 1st respondent vehicle does not require a separate endorsement to drive the 1st respondent vehicle.

18. As discussed supra, type of the vehicle and the Form and contents of licence of the driver of the 1st respondent (Ex.R3 and Ex.R5) were not explained and clarified through R.W1. Based on the evidence of R.W1, as mentioned supra, many material particulars were not elicited and clarified. In such a view of the matter, this Court is not in a position to conclude that policy violation details have been suitably explained and proved.

Therefore, this Court is of the view that fastening of liability upon the 2nd respondent / Insurance Company by the Tribunal is correct. For the foregoing reasons, it is concluded that the 2nd respondent / Insurance Company having failed to prove the policy violation is liable to pay compensation to the claimant herein.

Cross Objection No.16 of 2021

Maintainability issue:

19. The learned counsel for the Insurance Company contended that the cross objection filed by the claimant is not maintainable for the reasons that the Insurance Company has not challenged the quantum of compensation.

20. Whereas, the learned counsel for the claimant argued that, though the quantum is not challenged by the Insurance Company as the claimant is aggrieved by the quantum, the cross-objection on quantum is maintainable as per Order XLI Rule 22 CPC. To answer this issue, the provisions of Section 173 of the MV Act, 1988 and Order XLI Rule 22 of the CPC are relevant, and those details are extracted hereunder:-

Section 173 of the Motor Vehicles Act, 1988

> *173. Appeals. - (1) Subject to the provisions of Sub-section (2) any person aggrieved by an award of a Claims Tribunal may, within ninety days from the date of the award, prefer an appeal to the High Court:*
>
> *Provided that no appeal by the person who is required to*

pay any amount in terms of such award shall be entertained by the High Court unless he has deposited with it twenty-five thousand rupees or fifty percent of the amount so awarded, whichever is less, in the manner directed by the High Court:

Provided further that the High Court may entertain the appeal after the expiry of the said period of ninety days, if it is satisfied that the Appellant was prevented by sufficient cause from preferring the appeal in time.

(2) No appeal shall lie against any award of a Claims Tribunal if the amount in dispute in the appeal is less than ten thousand rupees.

Order XLI Rule 22 of the Code of Civil Procedure, 1908:

22. Upon hearing Respondent may object to decree as if he had preferred separate appeal.--

(1) Any Respondent, though he may not have appealed from any part of the decree, may not only support the decree but may also state that the finding against him in the Court below in respect of any issue ought to have been in his favour; and may also take any cross-objection to the decree which he could have taken by way of appeal, provided he has filed such objection in the Appellate Court within one month from the date of service on him or his pleader of notice of the day fixed for hearing the appeal, or within such further time as the Appellate Court may see fit to allow.

Explanation.--A Respondent aggrieved by a finding of the Court in the judgment on which the decree appealed against is based may, under this rule, file cross-objection in respect of the decree in so far as it is based on that finding, *notwithstanding that by reason of the decision of the Court on any other finding which is sufficient for the decision of the suit, the decree, is, wholly or in part, in favour of that Respondent.*

(2) Form of objection and provisions applicable thereto.-- Such cross-objection shall be in the form of a memorandum, and the provisions of Rule 1, so far as they relate to the form and contents of the memorandum of appeal, shall apply thereto.

*(3) * * **

(4) Where, in any case in which any Respondent has under this Rule filed a memorandum of objection, the original appeal is withdrawn or is dismissed for default, the objection so filed may nevertheless be heard and determined after such notice to the other parties as the Court thinks fit.

(5) The provisions relating to appeals by indigent persons shall, so far as they can be made applicable, apply to an objection under this rule."

21. A similar question arose before the three bench of the Hon'ble Supreme Court in *Municipal Corporation of Delhi and others vs. International Security & Intelligence Agency Limited reported in (2004) 3 SCC 250*, as to whether in an appeal Under Section 39 of the Arbitration Act, 1940, respondent has a right to file cross-objection and, if so, whether the cross-objection must be heard and decided on merits though the appeal by reference to which cross-objection has been filed is itself dismissed as not maintainable. The Hon'ble Supreme Court has observed that,

"14. Right of appeal is creature of statute. There is no

inherent right of appeal. No appeal can be filed, heard or determined on merits unless the statute confers right on the Appellant and power on the court to do so. Section 39 of the Act confers right to file appeal, insofar as the orders passed under this Act are concerned, only against such of the orders as fall within one or other of the descriptions given in Clauses (i) to (vi) of Sub-section (1) of Section 39. Parliament has taken care to specifically exclude any other appeal being filed, against any order passed under the Act but not covered by Clauses (i) to (vi) abovesaid, by inserting the expression "and from no others" in the text of Sub-section (1). Clause (a) of Section 41 extends applicability of all the provisions contained in the Code of Civil Procedure, 1908 to (i) all proceedings before the court under the Act, and (ii) to all the appeals, under the Act. However, the applicability of such of the provisions of the Code of Civil Procedure shall be excluded as may be inconsistent with the provisions of the Act and/or of Rules made thereunder. A bare reading of these provisions shows that in all the appeals filed Under Section 39, the provisions of the Code of Civil Procedure, 1908 would be applicable. This would include the applicability of Order 41 including the right to take any cross-objection Under Rule 22 thereof to appeals Under Section 39 of the Act.

15. Right to prefer cross-objection partakes of the right to prefer an appeal. When the impugned decree or order is partly in favour of one party and partly in favour of the other, one party may rest contented by his partial success with a view to giving a quietus to the litigation. However, he may like to exercise his right of appeal if he finds that the other party was not interested in burying the hatchet and proposed to *keep the lis alive by pursuing the same before the appellate forum. He too may in such circumstances exercise his right to file appeal by taking cross-objection. Thus taking any cross-objection to the decree or order impugned is the exercise of right of appeal though such right is exercised in the form of taking cross-objection. The substantive right is the right of appeal; the form of cross-objection is a matter of procedure."*

22. The Hon'ble Supreme Court after discussing various judgments in this line held that entire Order XLI Rule 22 CPC would apply to the cross objection including the provisions of sub-rule iv (thereof). It has been further clarified that if the original appeal is found to be incompetent or not maintainable, for instance, if it is filed against an Order not falling under any of clauses (i) to (vi) of sub-section (1) of Section 39 of the Arbitration Act, then the cross-objection shall also fail on that ground and cannot be adjudicated upon on merits. Therefore, it is inferable that a cross-objection would be tenable only if the appeal is validly tenable.

23. As per Section 173 of the MV Act, any person aggrieved by an Award of Claims Tribunal, subject to the provisions of sub-section (2), may prefer an appeal to the High Court. The only restriction imposed under sub-section (2) of Section 173 is with regard to the non-filing of an appeal against any award of Claims Tribunal if the amount in dispute in the appeal is less than Rs.10,000/-.

24. As per Order XLI Rule 22 CPC, there is absolutely no restriction on

the right of appeal of any of the parties. On the other hand, a respondent is also entitled to take any cross-objection to the Decree which he could have taken by way of an appeal. As per Rule 22 of Order XLI, cross-objection may be filed where a right of appeal is given by a special statute to the Court without specifying the special procedure, the Code of Civil Procedure will apply and the respondent will have the right to file a cross-objection under this Rule. So, a conjoint reading of Section 173 of the MV Act and Order XLI Rule 22 CPC reveals that the claimant has a right to appeal by way of a cross-objection in an appeal filed by the Insurance Company. Therefore, it should not lie in the mouth of the Insurance Company that the cross-objection filed by the claimant is not maintainable is not correct and the cross-objection is very well maintainable.

25. It has come on record through the evidence of P.W1 that he was 25 years of age at the relevant point of time and he was working as Supervisor in a Manpower Company and he has stated that he was earning a sum of Rs.20,000/- per month. In order to substantiate the same, no concrete proof is marked. Date of accident is 14.03.2021. The Tribunal has fixed his notional income at Rs.15,200/- per month. In consideration of the aforesaid details, income of the claimant is notionally approximated at Rs.15,500/-.

26. P.W.1 has stated that he suffered fracture over acetabulum, pubic rami and degloving injury over the right thigh. Ex.P2 and Ex.P3 are the Accident Register and Discharge Summary, respectively. Ex.P3, Discharge

Summary issued by MIOT International Hospital, Manapakkam, Chennai, shows that the claimant was admitted as an inpatient on 15.03.2021 and discharged on 03.04.2021. As per the said Discharge Summary, he suffered severely comminuted displaced bicolumnar acetabular fracture with iliac wing fracture left side with pubic diastasis; comminuted superior and inferior pubic rami fractures on the right side; and severe internal degloving (Morel-Lavallée Lesion) involving distal aspect of right thigh.

27. He underwent surgery on 17.03.2021, where open reduction and internal fixation with plates and screws was fixed over acetabulum. He underwent surgery over the right thigh on 31.03.2021. P.W.1 has stated that he finds it difficult to do his normal work and also has difficulty in walking, sitting, climbing stairs and lifting weights. As per Ex.C2, Disability Certificate, his disability has been assessed by the District Medical Board at 40%.

28. As per Google, the meanings of the terms ‘acetabulum’, ‘acetabular fracture, ‘iliac wing fracture’, and ‘severely comminuted fracture’ are given hereunder:-

> <u>*Acetabulum:*</u>
>
> *The acetabulum is a deep, cup-shaped socket on the outer surface of the pelvis. It forms the socket part of the hip joint and articulates with the head of the femur (thigh bone), creating a ball-and-socket joint that permits movement while supporting body weight.*

<u>Acetabular fractures:</u>

An acetabular fracture is a fracture of the acetabulum, the socket of the hip joint. These fractures involve the articular surface of the hip and may affect one or both columns, one or both walls, or the roof (dome) of the acetabulum.

<u>Ilium fractures:</u>

An ilium fracture is a fracture of the ilium, the largest bone of the pelvis. These fractures commonly result from high-energy trauma and may occur in isolation or as part of a complex pelvic ring injury. Stability depends on the extent and pattern of the fracture.

<u>Severely Comminuted fractures:</u>

A comminuted fracture is a fracture in which the bone is broken into three or more fragments. A severely comminuted fracture indicates that the bone has shattered into multiple pieces, often as a result of high-energy trauma.

29. Under what circumstances multiplier method can be invoked in injury cases, the Hon'ble Supreme Court has formulated certain principles in *Raj Kumar vs Ajay Kumar* reported in *[(2011) 1 SCC 343].* The principles have been summarised, which are given hereunder:

> *"(i) All injuries (or permanent disabilities arising from injuries), do not result in loss of earning capacity.*

(ii) The percentage of permanent disability with reference to the whole body of a person, cannot be assumed to be the percentage of loss of earning capacity. To put it differently, the percentage of loss of earning capacity is not the same as the percentage of permanent disability (except in a few cases, where the Tribunal on the basis of evidence, concludes that percentage of loss of earning capacity is the same as percentage of permanent disability).

(iii) The doctor who treated an injured-claimant or who examined him subsequently to assess the extent of his permanent disability can give evidence only in regard the extent of permanent disability. The loss of earning capacity is something that will have to be assessed by the Tribunal with reference to the evidence in entirety.

(iv) The same permanent disability may result in different percentages of loss of earning capacity in different persons, depending upon the nature of profession, occupation or job, age, education and other factors."

30. This Court is reminded of the fact that the same permanent disability may result in different percentages of loss of earning capacity in different persons, depending upon the nature of profession, occupation or job, age, education and other factors.

31. In consideration of the evidence of P.W1, Ex.C1 - Disability Certificate, Ex.P3 - Discharge Summary and the effects of the said fractures and in order to advance cause of justice, multiplier method is invoked for computing loss of dependency. Date of accident is 14.03.2021. As per

Ex.P7- Aadhar card, date of birth is 01.06.1996. As per treatment records, age of the claimant is taken as 25 years. The functional disability of the claimant is fixed at 22%.

32. As held in *Sarla Verma and Others vs. Delhi Transport Corporation and Others, reported in 2009 (2) TN MAC 1 (SC),* the relevant multiplier to be adopted is '18'm. A standard addition is required to be made towards future prospects with notional income while computing the loss of future income. As held in *National Insurance Company Limited vs. Pranay Sethi and others, reported in (2017) 16 SCC 680,* 40% has to be added towards future prospects. For computing loss of future income, the following formula emerges:

Rs.15,500/- + 40% x 12 x 18 m x 22% = Rs.10,31,184/-

33. Towards extra nourishment, attender charges and transport expenses, a sum of Rs.10,000/- is granted under each head in addition to the amount already granted by the Tribunal. Towards pain and sufferings, a sum of Rs.20,000/- is granted over and above the amount awarded by the Tribunal. As regards the other heads, the amounts awarded by the Tribunal appears to be reasonable and hence, it does not call for any interference by this Court. The amounts awarded by this Court as mentioned supra after rework are tabulated and given hereunder:

S. No	Description	Amount awarded by Tribunal	Amount awarded by this Court	Award confirmed or enhanced or granted or reduced
1	Towards loss of future income	Rs.2,00,000/-	Rs.10,31,184/-	Enhanced
2	Towards loss of income during treatment period	Rs.30,400/-	-	Not Granted
3	Towards pain and sufferings	Rs.40,000/-	Rs.60,000/-	Enhanced
4	Towards loss of amenities	Rs.40,000/-	Rs.40,000/-	Confirmed
5	Towards transport charges	Rs.5,000/-	Rs.15,000/-	Enhanced
6	Towards extra nourishment	Rs.10,000/-	Rs.20,000/-	Enhanced
7	Towards attender charges	Rs.10,000/-	Rs.20,000/-	Enhanced
8	Towards medical expenses	Rs.6,63,840/-	Rs.6,63,840/-	Confirmed
	Total	**Rs.9,99,240/-**	**Rs.18,50,024/-**	**Enhanced**

Rounded off to Rs.18,50,000/-

34. In the result,

(i) The Civil Miscellaneous Appeal stands dismissed.

(ii) The Cross Objection No.16 of 2025 stands partly allowed.

(iii) The compensation awarded by the Tribunal is enhanced from Rs.9,99,240/- to Rs.18,50,000/-.

(iv) The appellant in C.M.A.No.168 of 2025/Insurance Company is directed to deposit the enhanced compensation amount i.e., Rs.18,50,000/- (less the amount already deposited, if any) along with interest at 7.5% p.a. from the date of accident till the date of realisation to the credit of M.C.O.P.No.2014 of 2021 on the file of the Motor Accident Claims Tribunal / II

Judge, Court of Small Causes, Chennai, within a period of eight (8) weeks from the date of receipt of a copy of this Judgment.

(v) On such deposit being made, the claimant is permitted to withdraw the award amount with interest, after adjusting the amount, if any already withdrawn, by filing necessary application before the Tribunal.

(vi) The claimant is directed to pay the Court fee for the enhanced compensation amount, if required.

(vii) The Tribunal below shall disburse the amount upon production of the certified copy showing proof of payment of Court fee by the claimant. There is no order as to costs. Consequently, connected Civil Miscellaneous Petition is closed.

17-06-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

MAC

To

1. The Motor Accident Claims Tribunal / II Judge, Court of Small Causes, Chennai

2. The Section Officer,
   VR Section,
   Madras High Court, Madras.

3. The Manager
   The New India Assurance Co. Ltd,
   Motor Third Party Claims Hub,
   No.232, N.S.C. Bose Road,
   6th FlooHigh Court of Madras,
   Madras.

R.KALAIMATHI J.

MAC

CMA No. 168 of 2025
and
CMP.No.1261 of 2025
and
Cross Objection No.16 of 2025

17-06-2026