(2008) 01 MAD CK 0041

In the Madras High Court

Case No : C.M.A. No''s. 2855, 2856, 2888, 2889 and 3175 to 3182 of 2007

The Divisional Manager, Oriental Insurance Co. Ltd. APPELLANT

Vs

Chandrasekaran and Others RESPONDENT

Date of Decision : 04-01-2008

Acts Referred:

Motor Vehicles Act, 1988 — Section 147(1)

Citation : (2008) 01 MAD CK 0041

Hon'ble Judges : P.P.S. Janarthana Raja, J

Bench : Single Bench

Advocate : R. Sivakumar, for the Appellant;

Final Decision : Dismissed

Judgement

P.P.S. Janarthana Raja, J.—These Civil Miscellaneous Appeals are filed by the Insurance Company against the award and decree dated

17.6.2003 made in MCOP No. 37 of 1999, against the award and decree dated 21.8.2003 made in MCOP No. 534 of 2003, against the

common award and decree dated 21.8.2003 made in MCOP Nos. 536 and 539 of 2003, against the common award and decree dated

17.6.2003 made in MCOP Nos. 368 and 369 of 1997, against the award and decree dated 16.6.2003 made in MCOP No. 85 of 1998, against

the common award and decree dated 17.6.2003 made in MCOP Nos. 197 of 1998, 215 of 1998 and 227 of 1998, against the award and

decree dated 17.6.2003 made in MCOP No. 228 of 1998 and against the award and decree dated 21.8.2003 made in MCOP No. 540 of

2003, on the file of the Motor Accident Claims Tribunal, (III Additional District Judge), Pondicherry.

2. Background facts in a nutshell are as follows:

These appeals are arising out of a common accident. There were 81 passengers travelling in a bus bearing Registration No. TAU 9515 belonging

to one Prabhu, who is one of the respondents in all these appeals, from Kodaikanal Hill to Palani on 02.05.1997 at about 12.30 p.m. When the

bus was going between B.L. Shed and North Kavounchi, the driver drove the bus in a rash and negligent manner. At that time, a vehicle came

from the opposite direction towards Kodaikanal and in order to give way for that vehicle, the driver moved the bus towards left side and the earth

near the front wheel caved in, resulting in the bus getting tilted and falling into a deep trench. Due to the accident, some of the passengers were

killed and some of them sustained grievous injuries. The claimants in the respective claim petitions claimed compensation. The said bus was insured

with the appellant / Insurance Company, who resisted the claims. On pleadings, the Tribunal framed the following issues in all the cases:

a) Whether the accident occurred due to the rash and negligent driving of the bus belonging to one Prabhu, driven by its driver?

b) Whether the driver of the offending bus was having proper driving licence to drive the same and whether the said bus was covered by proper

documents as contemplated under the M.V. Act?

c) Whether the claimants are entitled for any compensation? If so, what is the amount and from whom?

After considering the materials and evidence available on record, the Tribunal held that the accident had occurred only due to the rash and

negligent driving of the driver of the bus belonging to one Prabhu and awarded compensation. Aggrieved by the award amounts, the Insurance

Company has filed the present appeals.

3. Learned Counsel appearing for the appellant / Insurance Company submitted that there is no proof that all the passengers have travelled in the

bus belonging to one Prabhu. There were 81 passengers in the bus. It was overloaded. The seating capacity of the bus is only 57 + 2. Under such

circumstances, there has been a gross violation of policy as well as violation of the Registration Certificate and permit conditions. Therefore the

Insurance Company is liable to pay compensation only for the permissible limit of 57+2 passengers and since the bus was overloaded, the

Insurance Company is not liable to pay any compensation. Counsel for the appellant alternatively submitted that the Tribunal has awarded

excessive and exorbitant compensation, without basis and justification and that therefore, the orders passed by the Tribunal are not in accordance

with law and the same should be set aside.

4. Heard the counsel. The main argument of the counsel for the appellant is that there is no proof to show that 81 passengers had travelled in the

bus. After considering the oral and documentary evidence, the Tribunal had given a categorical finding that these persons had travelled in the bus

which is based on the Investigation Report, which is an exhibit in all the cases. As per the said Investigation Report, 81 persons had travelled, out

of which 32 persons died and 49 persons injured. The finding is based on valid materials and evidence. The other argument of the counsel is that

the Insurance Company is liable to pay compensation only for the permissible limit of 57+2 passengers because of the overloading of the bus

beyond the prescribed limit and he relied on the Supreme Court judgment in the case of National Insurance Co. Ltd. Vs. Anjana Shyam and

Others, . In that case, a bus owned by the Tehsil Cooperative Union and insured with the Insurance Company, met with an accident on 4.3.1996.

The said vehicle had a carrying capacity of 42 passengers, plus a driver and a conductor and in terms of Section 147(1)(b)(ii) of the Motor

Vehicles Act, was insured for 42 passengers. On the day of the accident, it was indicated that the bus was overloaded and there were at least 90

passengers. Due to the accident, 26 persons including the one who was driving the vehicle died and 63 persons were injured. The claims were

made and the same were resisted by the Insurance Company. There, the Tribunal held that the Insurance Company is liable for paying the amounts

covered by all the awards exceeding the 42 persons covered by the insurance. Aggrieved, the Insurance company filed 38 appeals challenging the

awards. The High Court held that the Insurance Company is liable to pay the compensation as awarded by the Tribunal since it could not also

question the quantum of compensation awarded. Aggrieved, the Insurance Company filed an appeal and took up the matter to the Supreme Court

and the Supreme Court held as follows:

Then arises the question, how to determine the compensation payable or how to quantify the compensation since there is no means of ascertaining who out of the overloaded passengers constitute the passengers covered by the insurance policy as permitted to be carried by the permit itself? As

this Court has indicated, the purpose of the Act is to bring benefit to the third parties who are either injured or dead in an accident. It serves a

social purpose. Keeping that in mind, we think that the practical and proper course would be to hold that the insurance company, in such a case,

would be bound to cover the higher of the various awards and will be compelled to deposit the higher of the amounts of compensation awarded to

the extent of the number of passengers covered by the insurance policy. Illustratively, we may put it like this. In the case on hand, 42 passengers

were the permitted passengers and they are the ones who have been insured by the insurance company. 90 persons have either died or got injured

in the accident. Awards have been passed for varied sums. The Tribunal should take into account, the higher of the 42 awards made, add them up

and direct the insurance company to deposit that lump sum. Thus, the liability of the insurance company would be to pay the compensation

awarded to 42 out of the 90 passengers. It is to ensure that the maximum benefit is derived by the insurance taken for the passengers of the

vehicle, that we hold that the 42 awards to be satisfied by the insurance company would be the 42 awards in the descending order starting from

the highest of the awards. In other words, the higher of the 42 awards will be taken into account and it would be the sum total of those higher 42

awards that would be the amount that the insurance company would be liable to deposit. It will be for the Tribunal thereafter to direct distribution

of the money so deposited by the insurance company proportionately to all the claimants, here all the 90 and leave all the claimants to recover the

balance from the owner of the vehicle. In such cases, it will be necessary for the Tribunal, even at the initial stage, to make appropriate orders to

ensure that the amount could be recovered from the owner by ordering attachment or by passing other restrictive orders against the owner so as to

ensure the satisfaction in full of the awards that may be passed ultimately.

In the present case, it is brought to my notice that out of 81 claims, the Tribunal considered and awarded compensation for all the 81 cases, but the

Insurance Company has accepted and settled the compensation in respect of 69 claims. There is no dispute that the Insurance Company has not filed any appeal against the said 69 claims and the same have become final. After accepting the said 69 claims, the Insurance Company preferred

appeals for the remaining 12 cases. It is, therefore, wrong on the part of the Insurance Company to raise a plea that they are liable to pay

compensation for the prescribed limit of passengers in the bus, i.e., 57+2. It is too late in a day, now to contend that the Insurance Company is not

liable to pay any compensation for the present 12 cases when they have accepted the orders and paid compensation for the said 69 claims and

also the orders of the Tribunal in respect of the same, have reached finality. Therefore, the Supreme Court judgment relied on by the counsel will

not help the case of the appellant and also the facts involved in the present cases are different from the facts involved in the Supreme Court

judgment, as the Insurance Company has accepted the award amounts passed by the Tribunal in respect of 69 claims and paid the amounts also to

the respective claimants, and only for the balance present cases, they have filed appeals. It is a vital factor which distinguish these cases from the

Supreme Court judgment. The quantum of compensation awarded by the Tribunal in the present 12 appeals are as under:

CMA No. MCOP No. Fatal/ Age of Amount Amount

Injury injured/claimed awarded

deceased

Rs. Rs.

2855/07 37/1999 Injury 50 1,00,000/- 10,000/-

2856/07 534/2007 Fatal 21 4,00,000/- 2,70,000/-

2888/07 536/2003 Fatal 23 4,00,000/- 2,00,000/-

2889/07 539/2003 Fatal 2 2,00,000/- 1,80,000/-

3175/07 368/1997 Fatal 30 3,00,000/- 2,00,000/-

3176/07 369/1997 Fatal 24 3,00,000/- 2,00,000/-

3177/07 85/1998 Fatal 35 8,05,000/- 4,50,000/-

3178/07 197/1998 Fatal 45 9,00,000/- 3,42,000/-

3179/07 215/1998 Injury 15 1,00,000/- 10,000/-

3180/07 227/1998 Injury 37 2,00,000/- 10,000/-

3181/07 228/1998 Injury 8 1,25,000/- 10,000/-

3182/07 540/2003 Fatal 12 2,00,000/- 1,80,000/-

From the above table, it is clear that out of 12 appeals, 8 Nos. are fatal cases and 4 Nos. are injury cases. The amounts awarded are also very

reasonable. In respect of the same, the appeals are taken up one by one:

CMA No. 2855 of 2007 (MCOP No. 37 of 1999) - related to injury case against the award amount of Rs. 10,000/-.

On the side of the claimant, witness P.W.1 was examined and documents Ex.A1 to Ex.A4 were marked. On the side of the Insurance Company,

witnesses R.W.1 and R.W.2 were examined and documents Ex.B1 to Ex.B5 were marked. P.W.1 is the claimant himself. R.W.1 is one Babu, Sr.

Assistant in the Appellant/Insurance Company. R.W.2 is one Malaiyarasan, driver of the bus. Ex.A1 is the photocopy of F.I.R. No. 228/97 of

Kodaikanal P.S. Ex.A2 is the photocopy of Insurance Certificate relating to the owner of the vehicle. Ex.A3 is the photocopy of Extract of

Accident Register relating to the claimant. Ex.A4 is the photocopy of Discharge Slip issued to the claimant. Ex.B1 is the photocopy of Insurance

Investigator''s Report. Ex.B2 is the photocopy of R.C. Book relating to the owner of the vehicle. Ex.B3 is the photocopy of permit relating to the

owner of the bus. Ex.B4 is the photocopy of Insurance Certificate issued to the owner of the bus. Ex.B5 is the photocopy of driving licence of the

driver of the bus. The claimant Chandrasekaran was injured in the accident on 02.05.1997. He was 50 years old at the time of accident. He is a

Drawer at AFT Mill. Due to the accident, he sustained head injury, multiple abrasion and laceration all over the body resulting in partial permanent

disablement. After the accident, he was admitted in the Govt. Hospital, Pondicherry on 04.05.1997 and discharged on 12.05.1997. He also

sustained grievous injury over left eye with constant pain and shrinking of left eye with loss of vision. The claimant claimed a compensation of Rs.

1,00,000/-. Ex.A3-photocopy of Extract of Accident Register relating to the claimant and Ex.A4-photocopy of Discharge Slip issued to the

claimant, shows that the claimant sustained lacerated wound over occipital region on the right side and another lacerated wound over right middle

and ring fingers and also other injuries. The Doctor was of the view that the injuries were simple in nature. After taking into consideration of these

evidence, the Tribunal has awarded a consolidated sum of Rs. 10,000/- towards pain and suffering, mental agony, medical expenditure, travel

expenditure and extra nourishment, with interest at 9% p.a. from the date of petition. I feel that the compensation awarded by the Tribunal is very

reasonable and hence it is confirmed. The Tribunal has awarded interest at 9% p.a. from the date of petition. After taking note of the date of

accident, i.e., 02.05.1997, the Tribunal has correctly awarded the interest rate at 9% p.a. which was the prevailing rate at that time. The findings

given by the Tribunal are based on valid materials and evidence and I do not find any error or illegality in the order of the Tribunal so as to warrant

interference. Also the appellant has not produced any material or evidence or any compelling reason to take a different view. Therefore, the

compensation awarded by the Tribunal at Rs. 10,000/- with interest at 9% p.a. from the date of petition is confirmed. Accordingly, CMA No.

2855 of 2007 is dismissed.

CMA No. 2856 of 2007 (MCOP No. 534 of 2003) - related to fatal accident against the award amount of Rs. 2,70,000/-

On the side of the claimants, witness P.W.1 was examined and documents Ex.A1 to Ex.A7 were marked. On the side of the Insurance Company,

witnesses R.W.1 and R.W.2 were examined and documents Ex.B1 to Ex.B5 were marked. P.W.1 is the father of the deceased Ramesh. R.W.1

is one Babu, Sr. Assistant in the Appellant / Insurance Company. R.W.2 is one Malaiyarasan, driver of the bus. Ex.A1 is the photocopy of F.I.R.

No. 228/97 of Kodaikanal P.S. Ex.A2 is the photocopy of Accident Inspection Report relating to the offending vehicle. Ex.A3 is the photocopy

of Post Mortem Report. Ex.A4 is the photocopy of Final Report relating to the F.I.R. Ex.A5 is the certificate issued to the deceased Ramesh and

his brother Sekar by their landlord. Ex.A6 is the rent receipt issued to Sekar. Ex.A7 is the photocopy of O.P. Patient case record issued to the

father of the deceased. Ex.B1 is the photocopy of R.C. Book relating to the owner of the vehicle. Ex.B2 is the photocopy of permit relating to the

owner of the bus. Ex.B3 is the photocopy of Insurance Certificate issued to the owner of the bus. Ex.B4 is the photocopy of driving licence of the

driver of the bus. Ex.B5 is the photocopy of insurance Investigator''s Report. The claimants are the father and mother of the deceased. They

claimed a compensation of Rs. 4,00,000/-. The Tribunal has awarded a compensation of Rs. 2,70,000/- with interest at 9% p.a. from the date of

petition. The details of the compensation are as under:

Rupees

Loss of income 2,40,000/-

Loss of love and affection 15,000/-

Funeral expenses 5,000/-

Loss of expectation of life 10,000/-

2,70,000/-

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The age of the deceased Ramesh was 21 years at the time of accident. The deceased was travelling in the said bus. He was a two-wheeler

mechanic in a shop owned by his brother Sekar. The Tribunal was of the view that the deceased would have earned not less than Rs. 4,000/- per

month as mechanic. Ex.A6 is the receipt given by Arulmigu Konjumkilli Mariamman Temple & Vellanthangi Iyyanarappan Temple, Mettupalayam,

Pondicherry to the effect that the said Sekar is running a workshop in the land belonging to the said temple by paying rent. Ex.A5 is the certificate

issued by the said Devasthanam. After taking into consideration of these evidence and also the age of the deceased, the Tribunal was of the view

that the deceased would be earning more in future and fixed the monthly income of the deceased at Rs. 5,000/- and determined the annual income

at Rs. 60,000/- (Rs. 5,000/- x 12). Out of the said amount, 50% was deducted towards personal expenses of the deceased and the balance sum

of Rs. 30,000/- was taken as the contribution of the deceased to the family instead of the normal 1/3rd deduction towards personal expenses.

Taking into consideration the age of the father and mother of the deceased, i.e., 57 years and 55 years, the Tribunal adopted the multiplier of 8 and

arrived at the loss of income at Rs. 2,40,000/- (Rs. 30,000/- x 8). The Tribunal has correctly determined the monthly and annual income and also

adopted the correct multiplier. Also, the amount awarded towards loss of income at Rs. 2,40,000/- is very reasonable and hence it is confirmed.

The Tribunal has awarded a sum of Rs. 15,000/- towards loss of love and affection. The claimants lost their son. It is also very reasonable and hence it is confirmed. The Tribunal has awarded a sum of Rs. 5,000/- towards funeral expenses and Rs. 10,000/- towards loss of expectation of

life. Taking into consideration the age of the deceased, i.e., 21 years, I feel that the Tribunal is correct in awarding Rs. 10,000/- towards loss of

expectancy of life. It is also very reasonable and hence it is confirmed. The Tribunal has awarded interest at 9% p.a. from the date of petition.

After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has correctly awarded the interest rate at 9% p.a. which was the prevailing

rate at that time. The findings given by the Tribunal are based on valid materials and evidence and I do not find any error or illegality in the order of

the Tribunal so as to warrant interference. Also the appellant has not produced any material or evidence or any compelling reason to take a

different view. Therefore, the compensation awarded by the Tribunal at Rs. 2,70,000/- with interest at 9% p.a. from the date of petition is

confirmed. Accordingly, CMA No. 2856 of 2007 is dismissed.

CMA No. 2888 of 2007 (MCOP No. 536 of 2003) and CMA No. 2889 of 2007 (MCOP No. 536 of 2003)

On the side of the claimants, witness P.W.1 was examined and documents Ex.A1 to Ex.A6 were marked. On the side of the Insurance Company,

witnesses R.W.1 and R.W.2 were examined and documents Ex.B1 to Ex.B5 were marked. P.W.1 is the claimant. R.W.1 is one Babu, Sr.

Assistant in the Appellant/Insurance Company. R.W.2 is one Malaiyarasan, driver of the bus. Ex.A1 is the photocopy of F.I.R. No. 228/97 of

Kodaikanal P.S. Ex.A2 is the photocopy of Insurance Certificate relating to the vehicle. Ex.A3 is the photocopy of Post Mortem Certificate

relating to the deceased Lakshmi @ Thairiyalakshmi. Ex.A4 is the photocopy of Post Mortem Certificate relating to the deceased Abinaya. Ex.A5

is the Legal Heirship Certificate issued by Tahsildar, Cuddalore. Ex.A6 is the Voters'' List relating to Karunguzhi Panchayat Union, Karunguzhi

Block No. 1. Ex.B1 is the photocopy of R.C. Book relating to the owner of the vehicle. Ex.B2 is the photocopy of permit relating to the owner of

the bus. Ex.B3 is the photocopy of Insurance Certificate issued to the owner of the bus. Ex.B4 is the photocopy of driving licence of the driver of

the bus. Ex.B5 is the photocopy of insurance Investigator''s Report.

i) In respect of CMA No. 2888 of 2007 (MCOP No. 536 of 2003), related to fatal accident against the award amount of Rs. 2,00,000/-, the

claimant is the husband of the deceased Lakshmi. The claimant claimed a compensation of Rs. 4,00,000/-. The Tribunal has awarded a

compensation of Rs. 2,00,000/- with interest at 9% p.a. from the date of petition. The details of the compensation are as under:

Rupees

Loss of income 1,70,000/-

Loss of consortium 15,000/-

Funeral expenses 5,000/-

Loss of expectation of life 10,000/-

2,00,000/-

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The age of the deceased Lakshmi was 23 years at the time of accident. She was running a tailoring shop. The claimant claimed that she was

earning Rs. 2,000/- per month, but there is no proper documentary evidence filed to substantiate the claim. Therefore, considering the age of the

deceased, the Tribunal has fixed the annual income of the deceased at Rs. 15,000/- in accordance with II Schedule. Out of the said amount, 1/3rd

was deducted towards personal expenses of the deceased and the balance sum of Rs. 10,000/- was taken as the contribution of the deceased to

the family. Thereafter, as per II Schedule, the Tribunal adopted the multiplier of 17 and arrived at the loss of income at Rs. 1,70,000/- (Rs.

10,000/- x 17). The Tribunal has correctly determined the annual income and also adopted the correct multiplier. Also, the amount awarded

towards loss of income at Rs. 1,70,000/- is very reasonable and hence it is confirmed. The Tribunal has awarded a sum of Rs. 15,000/- towards

loss of consortium. After taking into consideration the facts and circumstances of the case, I feel that the Tribunal has correctly awarded Rs.

15,000/- towards loss of consortium. It is also very reasonable and hence it is confirmed. The Tribunal has awarded a sum of Rs. 5,000/- towards

funeral expenses, which is very reasonable and hence it is confirmed. The Tribunal has also awarded a sum of Rs. 10,000/- towards loss of

expectation of life. Taking into consideration the age of the deceased, i.e., 23 years, I feel that the Tribunal is correct in awarding Rs. 10,000/-

towards loss of expectancy of life. It is also very reasonable and hence it is confirmed. The Tribunal has awarded interest at 9% p.a. from the date

of petition. After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has correctly awarded the interest rate at 9% p.a. which was

the prevailing rate at that time. The findings given by the Tribunal are based on valid materials and evidence and I do not find any error or illegality

in the order of the Tribunal so as to warrant interference. Also the appellant has not produced any material or evidence or any compelling reason to

take a different view. Therefore, the compensation awarded by the Tribunal at Rs. 2,00,000/- with interest at 9% p.a. from the date of petition is

confirmed. Accordingly, CMA No. 2888 of 2007 is dismissed.

ii) In respect of CMA No. 2889 of 2007 (MCOP No. 539 of 2003), related to fatal accident against the award amount of Rs. 1,80,000/-, the

claimant is the father of the deceased Abinaya. The claimant claimed a compensation of Rs. 2,00,000/-. The Tribunal has awarded a compensation

of Rs. 1,80,000/- with interest at 9% p.a. from the date of petition. The details of the compensation are as under:

Rupees

Loss of income 1,50,000/-

Funeral expenses 5,000/-

Loss of love and affection 15,000/-

Loss of expectation of life 10,000/-

1,80,000/-

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The age of the deceased Abinaya was 2 years at the time of accident. She was travelling along with her mother, who also died in the same

accident. Ex.A4 is the Post Mortem Certificate relating to the deceased Abinaya, wherein it is stated she was 1 1/2 years old at the time of

accident. After taking into consideration the age of the deceased and the fact that she was the only daughter to the claimant, the Tribunal adopted

the formula as per II Schedule and has taken the annual income of the deceased at Rs. 15,000/-. Out of the said amount, 1/3rd was deducted towards personal expenses of the deceased and the balance sum of Rs. 10,000/- was taken as loss to the family. Thereafter the Tribunal adopted

the multiplier of 15 as per the II Schedule and arrived at the loss of income at Rs. 1,50,000/- (Rs. 10,000/- x 15). The Tribunal has correctly

determined the annual income and also adopted the correct multiplier. Also, the amount awarded towards loss of income at Rs. 1,50,000/- is very

reasonable and hence it is confirmed. The Tribunal has awarded a sum of Rs. 5,000/- towards funeral expenses which is very reasonable and

hence it is confirmed. The Tribunal has awarded a sum of Rs. 15,000/- towards loss of love and affection. After taking into consideration of the

fact that the deceased was the only daughter to the claimant, I feel that the Tribunal has correctly awarded Rs. 15,000/- towards loss of love and

affection. It is also very reasonable and hence it is confirmed. The Tribunal has also awarded a sum of Rs. 10,000/- towards loss of expectation of

life. Taking into consideration the age of the deceased, i.e., 2 years, I feel that the Tribunal is correct in awarding Rs. 10,000/- towards loss of

expectancy of life. It is also very reasonable and hence it is confirmed. The Tribunal has awarded interest at 9% p.a. from the date of petition.

After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has correctly awarded the interest rate at 9% p.a. which was the prevailing

rate at that time. The findings given by the Tribunal are based on valid materials and evidence and I do not find any error or illegality in the order of

the Tribunal so as to warrant interference. Also the appellant has not produced any material or evidence or any compelling reason to take a

different view. Therefore, the compensation awarded by the Tribunal at Rs. 1,80,000/- with interest at 9% p.a. from the date of petition is

confirmed. Accordingly, CMA No. 2889 of 2007 is dismissed.

CMA No. 3175 of 2007 (MCOP No. 368 of 1997) and CMA No. 3176 of 2007 (MCOP No. 369 of 1997)

On the side of the claimants, witness P.W.1 was examined and documents Ex.A1 to Ex.A7 were marked. On the side of the Insurance Company,

witnesses R.W.1 and R.W.2 were examined and documents Ex.B1 to Ex.B5 were marked. P.W.1 is the wife of the deceased. R.W.1 is one K.

Prabhu, Sr. Assistant in the Appellant/Insurance Company. R.W.2 is one C. Malaiyarasan, driver of the bus. Ex.A1 is the photocopy of Post

Mortem Certificate of the deceased Karthikeyan. Ex.A2 is the Birth Certificate of the deceased Karthikeyan. Ex.A3 is the Salary Certificate of the

deceased Karthikeyan. Ex.A4 and Ex.A5 are the Birth Certificates of the sisters of the deceased Karthikeyan. Ex.A6 is the photocopy of Post

Mortem Certificate of the deceased Ponnusamy. Ex.A7 is the photocopy of F.I.R. No. 228/97 of Kodaikanal P.S. Ex.B1 is the Insurance

Investigation Report. Ex.B2 is the photocopy of R.C. Book relating to the owner of the vehicle. Ex.B3 is the photocopy of Insurance Certificate

issued to the owner of the bus. Ex.B4 is the photocopy of permit relating to the bus. Ex.B5 is the photocopy of driving licence of the driver of the

bus.

i) In respect of CMA No. 3175 of 2007 (MCOP No. 368 of 1997), related to fatal accident against the award amount of Rs. 2,00,000/-, the

claimants are the mother and sisters of the deceased Karthikeyan. They claimed a compensation of Rs. 3,00,000/-. The Tribunal has awarded a

compensation of Rs. 2,00,000/- with interest at 9% p.a. from the date of petition. The details of the compensation are as under:

Rupees

Loss of income 1,80,000/-

Funeral expenses 5,000/-

Loss of love and affection 15,000/-

2,00,000/-

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The age of the deceased Karthikeyan was 30 years at the time of accident. The deceased was working as Welder in M/s. Chemline Fabricators,

Pondicherry earning a sum of Rs. 150/- per day. The Tribunal was of the view that the deceased was earning Rs. 3,000/- per month and

calculated the annual income at Rs. 36,000/- (Rs. 3,000/- x 12). Thereafter, the Tribunal deducted 50% of the amount towards personal expenses

of the deceased instead of the normal 1/3rd deduction towards personal expenses, and the balance sum of Rs. 18,000/- was taken as the

contribution of the deceased to the family. Taking into consideration the age of the claimants, who are the mother and sisters of the deceased, the

Tribunal adopted the multiplier of 10 and arrived at the loss of income at Rs. 1,80,000/-. The Tribunal has correctly determined the monthly and

annual income and also adopted the correct multiplier. Also, the amount awarded towards loss of income at Rs. 1,80,000/- is very reasonable and

hence it is confirmed. The Tribunal has awarded a sum of Rs. 5,000/- towards funeral expenses which is very reasonable and hence it is

confirmed. The Tribunal has awarded a sum of Rs. 15,000/- towards loss of love and affection. Taking into consideration the mother and sisters of

the deceased, I feel that the Tribunal is correct in awarding Rs. 5,000/- each to the claimants, totalling to Rs. 15,000/-. Hence it is confirmed. The

Tribunal has awarded interest at 9% p.a. from the date of petition. After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has

correctly awarded the interest rate at 9% p.a. which was the prevailing rate at that time. The findings given by the Tribunal are based on valid

materials and evidence and I do not find any error or illegality in the order of the Tribunal so as to warrant interference. Also the appellant has not

produced any material or evidence or any compelling reason to take a different view. Therefore, the compensation awarded by the Tribunal at Rs.

2,00,000/- with interest at 9% p.a. from the date of petition is confirmed. Accordingly, CMA No. 3175 of 2007 is dismissed.

ii) In respect of CMA No. 3176 of 2007 (MCOP No. 369 of 1997), related to fatal accident against the award amount of Rs. 2,00,000/-, the

claimants are the mother and sisters of the deceased Ponnusamy. They claimed a compensation of Rs. 3,00,000/-. The Tribunal has awarded a

compensation of Rs. 2,00,000/- with interest at 9% p.a. from the date of petition. The details of the compensation are as under:

Rupees

Loss of income 1,80,000/-

Funeral expenses 5,000/-

Loss of love and affection 15,000/-

2,00,000/-

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The age of the deceased Ponnusamy was 24 years at the time of accident. The deceased was working as Watchman in Shanmugapuram Co.op

Weavers Society and earning a sum of Rs. 1,075/- per month. The Tribunal was of the view that the deceased was earning Rs. 3,000/- per month

and calculated the annual income at Rs. 36,000/- (Rs. 3,000/- x 12). Thereafter, the Tribunal deducted 50% of the amount towards personal

expenses of the deceased instead of the normal 1/3rd deduction towards personal expenses, and the balance sum of Rs. 18,000/- was taken as

the contribution of the deceased to the family. Taking into consideration the age of the claimants, who are the mother and sisters of the deceased,

the Tribunal adopted the multiplier of 10 and arrived at the loss of income at Rs. 1,80,000/-. The Tribunal has correctly determined the monthly

and annual income and also adopted the correct multiplier. Also, the amount awarded towards loss of income at Rs. 1,80,000/- is very reasonable

and hence it is confirmed. The Tribunal has awarded a sum of Rs. 5,000/- towards funeral expenses which is very reasonable and hence it is

confirmed. The Tribunal has awarded a sum of Rs. 15,000/- towards loss of love and affection. Taking into consideration the mother and sisters of

the deceased, I feel that the Tribunal is correct in awarding Rs. 5,000/- each to the claimants, totalling to Rs. 15,000/-. Hence it is confirmed. The

Tribunal has awarded interest at 9% p.a. from the date of petition. After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has

correctly awarded the interest rate at 9% p.a. which was the prevailing rate at that time. The findings given by the Tribunal are based on valid

materials and evidence and I do not find any error or illegality in the order of the Tribunal so as to warrant interference. Also the appellant has not

produced any material or evidence or any compelling reason to take a different view. Therefore, the compensation awarded by the Tribunal at Rs.

2,00,000/- with interest at 9% p.a. from the date of petition is confirmed. Accordingly, CMA No. 3176 of 2007 is dismissed.

CMA No. 3177 of 2007 (MCOP No. 85 of 1998) - related to fatal accident against the award amount of Rs. 4,50,000/-

On the side of the claimants, witness P.W.1 was examined and documents Ex.A1 to Ex.A16 were marked. On the side of the Insurance

Company, witnesses R.W.1 and R.W.2 were examined and documents Ex.B1 to Ex.B5 were marked. P.W.1 is the daughter of the deceased.

R.W.1 is one Babu, Sr. Assistant in the Appellant/Insurance Company. R.W.2 is one C. Malaiyarasan, driver of the bus. Ex.A1 is the photocopy

of F.I.R. No. 228/97 of Kodaikanal P.S. Ex.A2 is the photocopy of Post Mortem Report. Ex.A3 is the photocopy of Insurance Certificate of the

bus. Ex.A4 is the photocopy of permit for the bus. Ex.A5 is the photocopy of Driving Licence of the driver of the bus. Ex.A6 is the photocopy of

R.C. Book. Ex.A7 is the photocopy of permit of the bus. Ex.A8 is the photocopy of No Objection Certificate issued by D.S.P., Kodaikanal.

Ex.A9 is the photocopy of judgment in O.S. No. 454/97 of II A.D.M. Court, Pondicherry. Ex.A10, 11, 12 and 13 are the Birth Certificates of the

children of the deceased. Ex.A14 is the medical certificate issued to the fourth respondent, Kavitha. Ex.A15 is the Death Certificate of Selvam.

Ex.A16 is the Salary Certificate issued by the Bank of India in respect of the deceased Anjalai. Ex.B1 is the Insurance Investigation Report. Ex.B2

is the photocopy of R.C. Book relating to the owner of the vehicle. Ex.B3 is the photocopy of permit relating to the owner of the bus. Ex.B4 is the

photocopy of Insurance Certificate issued to the owner of the bus. Ex.B5 is the photocopy of driving licence of the driver of the bus. The claimants

are the daughters and son of the deceased Anjalai, w/o Selvam. They claimed a compensation of Rs. 8,05,000/-. The Tribunal has awarded a

compensation of Rs. 4,50,000/- with interest at 9% p.a. from the date of petition. The details of the compensation are as under:

Rupees

Loss of income 4,20,000/-

Funeral expenses 5,000/-

Loss of love and affection 20,000/-

To and fro & other expenses 5,000/-

4,50,000/-

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The age of the deceased Anjalai was 35 years at the time of accident. The deceased was working as Sub-Staff Class-IV in the Bank of India.

Ex.A16 is the Salary Certificate issued by the Bank of India wherein it was stated that the salary of the deceased was 3,127.56 per month. Even though the age of the deceased was mentioned in the claim petition as 35 years, actually the deceased was born in the year 1978. Considering this

fact, the Tribunal held that the age of the deceased was 40 years and adopted 15 multiplier. The Tribunal has taken the monthly income on the

basis of the Ex.A16-Salary Certificate and determined the annual income at Rs. 42,000/-. Out of the said amount, 1/3rd was deducted towards

personal expenses of the deceased and the balance sum of Rs. 28,000/- was taken as the contribution of the deceased to the family. Taking into

consideration the age of the deceased, the Tribunal adopted the multiplier of 15 and arrived at the loss of income at Rs. 4,20,000/- (Rs. 28,000/-

x 15). The Tribunal has correctly determined the monthly and annual income and also adopted the correct multiplier. Also, the amount awarded

towards loss of income at Rs. 4,20,000/- is very reasonable and hence it is confirmed. The Tribunal has awarded a sum of Rs. 5,000/- towards

funeral expenses and Rs. 5,000/- towards to and fro & other expenses, which are very reasonable and hence they are confirmed. The Tribunal has

awarded a sum of Rs. 20,000/- towards loss of love and affection. Taking into consideration of the children of the deceased, I feel that the

Tribunal is correct in awarding Rs. 5,000/- each to the claimants, totalling to Rs. 20,000/-. Hence it is confirmed. The Tribunal has awarded

interest at 9% p.a. from the date of petition. After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has correctly awarded the

interest rate at 9% p.a. which was the prevailing rate at that time. The findings given by the Tribunal are based on valid materials and evidence and

I do not find any error or illegality in the order of the Tribunal so as to warrant interference. Also the appellant has not produced any material or

evidence or any compelling reason to take a different view. Therefore, the compensation awarded by the Tribunal at Rs. 4,50,000/- with interest at

9% p.a. from the date of petition is confirmed. Accordingly, CMA No. 3177 of 2007 is dismissed.

CMA No. 3178 of 2007 (MCOP No. 197 of 1998), CMA No. 3179 of 2007 (MCOP No. 215 of 1998)and CMA No. 3180 of 2007

(MCOP No. 227 of 1998):

On the side of the claimants, witness P.W.1 was examined and documents Ex.A1 to Ex.A18 were marked. On the side of the Insurance

Company, witnesses R.W.1 and R.W.2 were examined and documents Ex.B1 to Ex.B5 were marked. P.W.1 is one Kotteeswari, the widow of

the deceased, Munusamy. R.W.1 is one Babu, Sr. Assistant in the Appellant / Insurance Company. R.W.2 is one C. Malaiyarasan, driver of the

bus. Ex.A1 is the photocopy of F.I.R. No. 228/97 of Kodaikanal P.S. Ex.A2 is the photocopy of Insurance Certificate of the bus. Ex.A3 is the

photocopy of Extract of Accident Register. Ex.A4 is the photocopy of Discharge Slip issued by G.H., Pondicherry. Ex.A5 is the photocopy of

Live Birth Report, issued by JIPMER, Pondicherry. Ex.A6 is the photocopy of Post Mortem Certificate issued by G.H., Madurai. Ex.A7 is the

Burial / Cremation permission. Ex.A8 is the photocopy of 1st page of Family Ration Card, issued to the family of the claimants. Ex.A9 is the

certificate issued by M/s. Sri Rajeswari Lorry Service in respect of the deceased Munusamy. Ex.A10 is the photocopy of extract of Accident

Register in respect of Kotteeswari. Ex.A11 is the x-ray taken on the claimant Kotteeswari. Ex.A12 is the photocopy of Discharge Slip issued by

G.H., Pondicherry in respect of Kotteeswari. Ex.A13 is the Discharge Slip issued by Clinic Nallam, Pondicherry to the claimant Kotteeswari.

Ex.A14 and Ex.A15 are the receipts issued by Clinic Nallam to Kotteeswari. Ex.A16 and Ex.A17 are the cash bills for the purchase of medicines

issued to the claimants. Ex.A18 are the credit bills issued to Kotteeswari by Surat Textiles. Ex.B1 is the photocopy of Insurance Investigation

Report. Ex.B2 is the photocopy of R.C. Book relating to the owner of the vehicle. Ex.B3 is the photocopy of Insurance Certificate relating to the

bus. Ex.B4 is the photocopy of permit relating to the bus. Ex.B5 is the photocopy of driving licence of the driver of the bus.

i) In respect of CMA No. 3178 of 2007 (MCOP No. 197 of 1998), related to fatal accident against the award amount of Rs. 3,42,000/-, the

claimants are the wife, son, mother and daughter of the deceased Munusamy. They claimed a compensation of Rs. 9,00,000/-. The Tribunal has

awarded a compensation of Rs. 3,42,000/- with interest at 9% p.a. from the date of petition. The details of the compensation are as under:

Rupees

Loss of income 3,12,000/-

Funeral expenses 5,000/-

Loss of love and affection 15,000/-

Loss of consortium 10,000/-

3,42,000/-

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The age of the deceased Munusamy was 45 years at the time of accident. It was stated that the deceased was a lorry driver and was earning a

sum of Rs. 4,000/- per month. The deceased was the head of the family and Ex.A8 is the Family Ration Card. Ex.A6 is the photocopy of Post

Mortem Certificate issued by G.H., Madurai. Ex.A7 is the Burial / Cremation permission. Ex.A9 is the certificate issued by M/s. Sri Rajeswari

Lorry Service in respect of the deceased Munusamy wherein it is stated that the deceased was working as lorry driver earning Rs. 1,500/- in

addition to other allowances. P.W.1, the wife of the deceased, also deposed that the deceased was earning a sum of Rs. 5,000/- per month, but

no documentary evidence produced in support of the claim. After taking into consideration the facts and circumstances of the case, the Tribunal

had taken the monthly income of the deceased at Rs. 3,000/- and calculated the annual income at Rs. 36,000/- (Rs. 3,000/- x 12). Thereafter, the

Tribunal deducted 1/3rd of the amount towards personal expenses of the deceased and the balance sum of Rs. 24,000/- was taken as the

contribution of the deceased to the family. The age of the deceased was 45 years at the time of accident. Hence the Tribunal adopted the multiplier

of 13 and arrived at the loss of income at Rs. 3,12,000/-. The Tribunal has correctly determined the monthly and annual income and also adopted

the correct multiplier. Also, the amount awarded towards loss of income at Rs. 3,12,000/- is very reasonable and hence it is confirmed. The

Tribunal has awarded a sum of Rs. 5,000/- towards funeral expenses which is very reasonable and hence it is confirmed. The Tribunal has

awarded a sum of Rs. 15,000/- towards loss of love and affection. Taking into consideration the son, mother and daughter of the deceased, I feel

that the Tribunal is correct in awarding Rs. 5,000/- each to them, totalling to Rs. 15,000/-. Hence it is confirmed. The Tribunal has awarded a sum

of Rs. 10,000/- towards loss of consortium. Taking into consideration the age of the widow, i.e. 37 years at the time of accident, I feel that the

Tribunal is correct in awarding Rs. 10,000/- towards loss of consortium. Hence it is confirmed. The Tribunal has awarded interest at 9% p.a. from

the date of petition. After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has correctly awarded the interest rate at 9% p.a.

which was the prevailing rate at that time. The findings given by the Tribunal are based on valid materials and evidence and I do not find any error

or illegality in the order of the Tribunal so as to warrant interference. Also the appellant has not produced any material or evidence or any

compelling reason to take a different view. Therefore, the compensation awarded by the Tribunal at Rs. 3,42,000/- with interest at 9% p.a. from

the date of petition is confirmed. Accordingly, CMA No. 3178 of 2007 is dismissed.

ii) In respect of CMA No. 3179 of 2007 (MCOP No. 215 of 1998), related to injured case against the award amount of Rs. 10,000/-, the

claimant Gnananandan was injured in the accident on 02.05.1997. He was 15 years old at the time of accident. He is a school going boy studying

in IX Standard at Govt. Higher Secondary School, Indira Nagar, Gorimedu, Pondicherry. He was travelling along with his parents and others in

the said bus bearing Registration No. TAU 9515 as a tourist. Due to the accident, the claimant sustained grievous injuries on his forehead, right

eyebrow, hands and legs. He is still undergoing periodical treatment and is very often getting unconsciousness and is unable to move his hands and

legs freely. He claimed a compensation of Rs. 1,00,000/-. The Tribunal has awarded a consolidated sum of Rs. 10,000/- towards pain and

suffering, mental agony, transport expenses, medical expenses and extra nourishment, with interest at 9% p.a. from the date of petition. Ex.A3 is

the photocopy of Extract of Accident Register. Ex.A4 is the photocopy of Discharge Slip issued by G.H., Pondicherry. After taking into

consideration of these evidence, I feel that the compensation awarded by the Tribunal is very reasonable and hence it is confirmed. The Tribunal

has awarded interest at 9% p.a. from the date of petition. After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has correctly

awarded the interest rate at 9% p.a. which was the prevailing rate at that time. The findings given by the Tribunal are based on valid materials and

evidence and I do not find any error or illegality in the order of the Tribunal so as to warrant interference. Also the appellant has not produced any material or evidence or any compelling reason to take a different view. Therefore, the compensation awarded by the Tribunal at Rs. 10,000/- with

interest at 9% p.a. from the date of petition is confirmed. Accordingly, CMA No. 3179 of 2007 is dismissed.

iii) In respect of CMA No. 3180 of 2007 (MCOP No. 227 of 1998), related to injured case against the award amount of Rs. 10,000/-, the

claimant Kotteeswari was injured in the accident on 02.05.1997. She was 37 years old at the time of accident. She is a Cloth and Textile

merchant, earning a sum of Rs. 50/- per day. Due to the accident, she sustained grievous head injury and also other grievous injuries on her

forehead, backbone etc. She is undergoing periodical treatment and very often she gets unconsciousness. She claimed a compensation of Rs.

2,00,000/-. The Tribunal has awarded a consolidated sum of Rs. 10,000/- towards pain and suffering, mental agony, transport expenses and loss

of income, with interest at 9% p.a. from the date of petition. Ex.A10 is the photocopy of extract of Accident Register in respect of Kotteeswari.

Ex.A11 is the x-ray taken on the claimant Kotteeswari. Ex.A12 is the photocopy of Discharge Slip issued by G.H., Pondicherry in respect of

Kotteeswari. Ex.A13 is the Discharge Slip issued by Clinic Nallam, Pondicherry to the claimant Kotteeswari. After considering these evidence,

and the nature of injuries, the Tribunal has correctly awarded a consolidated sum of Rs. 10,000/- towards pain and suffering, mental agony,

transport expenses and loss of income. Also it is very reasonable. Hence it is confirmed. The Tribunal has awarded interest at 9% p.a. from the

date of petition. After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has correctly awarded the interest rate at 9% p.a. which

was the prevailing rate at that time. The findings given by the Tribunal are based on valid materials and evidence and I do not find any error or

illegality in the order of the Tribunal so as to warrant interference. Also the appellant has not produced any material or evidence or any compelling

reason to take a different view. Therefore, the compensation awarded by the Tribunal at Rs. 10,000/- with interest at 9% p.a. from the date of

petition is confirmed. Accordingly, CMA No. 3180 of 2007 is dismissed.

CMA No. 3181 of 2007 (MCOP No. 228 of 1998) - related to injured case against the award amount of Rs. 10,000/-

On the side of the claimant, witness P.W.1 was examined and documents Ex.A1 and Ex.A2 were marked. On the side of the Insurance Company,

witnesses R.W.1 and R.W.2 were examined and documents Ex.B1 to Ex.B5 were marked. P.W.1 is one Umapathy, the claimant''s father. R.W.1

is one Babu, Sr. Assistant in the Appellant / Insurance Company. R.W.2 is one C. Malaiyarasan, driver of the bus. Ex.A1 is the photocopy of

Discharge Slip issued to the claimant by G.H., Pondicherry. Ex.A2 is the photocopy of F.I.R. No. 228/97 of Kodaikanal P.S. Ex.B1 is the

Insurance Investigator''s Report. Ex.B2 is the photocopy of R.C. Book relating to the owner of the vehicle. Ex.B3 is the photocopy of permit

relating to the owner of the bus. Ex.B4 is the photocopy of Insurance Certificate issued to the owner of the bus. Ex.B5 is the photocopy of driving

licence of the driver of the bus. The claimant Minor Pravinraj was injured in the accident and he was 8 years at the time of accident. He is a school

going student. He was travelling along with his mother Megala and many others, as a tourist in the said bus. Due to the accident, the claimant

sustained fracture and grievous injuries on his both legs and hands and is undergoing periodical treatment and is unable to move, sit and stand

freely. After the accident, he was taken to the Government Hospital, Madurai. The claimant claimed a compensation of Rs. 1,25,000/-. The

Tribunal has awarded a consolidated sum of Rs. 10,000/- towards pain and suffering, mental agony, transport expenses, medical expenses and

extra nourishment, with interest at 9% p.a. from the date of petition. Ex.A1 is the photocopy of Discharge Slip issued to the claimant by G.H.,

Pondicherry. From Ex.A1 it is seen that the claimant sustained multiple injuries as stated above. After considering the oral and documentary

evidence, the Tribunal has correctly awarded a consolidated sum of Rs. 10,000/- towards pain and suffering, mental agony, transport expenses,

medical expenses and extra nourishment, with interest at 9% p.a. from the date of petition. It is also very reasonable. Hence it is confirmed. The

Tribunal has awarded interest at 9% p.a. from the date of petition. After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has

correctly awarded the interest rate at 9% p.a. which was the prevailing rate at that time. The findings given by the Tribunal are based on valid

materials and evidence and I do not find any error or illegality in the order of the Tribunal so as to warrant interference. Also the appellant has not produced any material or evidence or any compelling reason to take a different view. Therefore, the compensation awarded by the Tribunal at Rs.

10,000/- with interest at 9% p.a. from the date of petition is confirmed. Accordingly, CMA No. 3181 of 2007 is dismissed.

CMA No. 3182 of 2007 (MCOP No. 540 of 2003) - related to fatal accident against the award amount of Rs. 1,80,000/-

On the side of the claimants, witness P.W.1 was examined and documents Ex.A1 to Ex.A4 were marked. On the side of the Insurance Company,

witness R.W.1 was examined and documents Ex.B1 to Ex.B5 were marked. P.W.1 is the father of the deceased. R.W.1 is one Malaiyarasan,

driver of the bus. Ex.A1 is the photocopy of F.I.R. No. 228/97 of Kodaikanal P.S. Ex.A2 is the photocopy of the Death Certificate of the

deceased Sudha. Ex.A3 is the photocopy of No Objection Certificate issued by Dy. Superintendent of Police, Kodaikanal. Ex.A4 is the Original

Transfer Certificate of the deceased Sudha issued by Nirmala Matriculation H.S.S., Cuddalore. Ex.B1 is the photocopy of R.C. Book relating to

the owner of the bus. Ex.B2 is the photocopy of permit relating to the owner of the bus. Ex.B3 is the photocopy of Insurance Certificate issued to

the owner of the bus. Ex.B4 is the photocopy of driving licence of the driver of the bus. Ex.B5 is the photocopy of Investigator''s report. The

claimants are the father and mother of the deceased Sudha. They claimed a compensation of Rs. 2,00,000/-. The Tribunal has awarded a

compensation of Rs. 1,80,000/- with interest at 9% p.a. from the date of petition. The details of the compensation are as under:

Rupees

Loss of income 1,50,000/-

Funeral expenses 5,000/-

Loss of love and affection 15,000/-

Loss of expectation of life 10,000/-

1,80,000/-

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The age of the deceased was 12 years at the time of accident. She was a student. Taking into consideration of the fact that the deceased was a bright student and she got first rank in the class and if she would not have died due to the accident, certainly she would occupy very good place in

the society, the Tribunal determined the annual income at Rs. 15,000/- in accordance with the II Schedule. Out of the said amount, 1/3rd was

deducted towards personal expenses of the deceased and the balance sum of Rs. 10,000/- was taken as the contribution of the deceased to the

family. Taking into consideration the age of the father and mother of the deceased, i.e., 36 years and 21 years, the Tribunal adopted the multiplier

of 15 and arrived at the loss of income at Rs. 1,50,000/- (Rs.10,000/- x 15). The Tribunal has correctly determined the annual income and also

adopted the correct multiplier. Also, the amount awarded towards loss of income at Rs. 1,50,000/- is very reasonable and hence it is confirmed.

The Tribunal has awarded a sum of Rs. 5,000/- towards funeral expenses which is very reasonable and hence it is confirmed. The Tribunal has

awarded a sum of Rs. 15,000/- towards loss of love and affection. Taking into consideration of the fact that the deceased was the only daughter to

the claimants, I feel that the Tribunal has correctly awarded Rs. 15,000/- towards loss of love and affection. Hence it is confirmed. The Tribunal

has also awarded Rs. 10,000/- towards loss of expectation of life. Taking into consideration of the facts and circumstances of the case, I feel that

the Tribunal has correctly awarded Rs. 10,000/- towards loss of love and affection. Hence it is confirmed. The Tribunal has awarded interest at

9% p.a. from the date of petition. After taking note of the date of accident, i.e., 02.05.1997, the Tribunal has correctly awarded the interest rate at

9% p.a. which was the prevailing rate at that time. The findings given by the Tribunal are based on valid materials and evidence and I do not find

any error or illegality in the order of the Tribunal so as to warrant interference. Also the appellant has not produced any material or evidence or any

compelling reason to take a different view. Therefore, the compensation awarded by the Tribunal at Rs. 1,80,000/- with interest at 9% p.a. from

the date of petition is confirmed. Accordingly, CMA No. 3182 of 2007 is dismissed.

5. Accordingly all the Civil Miscellaneous Appeals are dismissed. Consequently, M.P. Nos. 2 of 2007 to 2 of 2007 in CMA Nos. 2855, 2856,

2888, 2889 of 2007 and 3175 to 3182 of 2007 and M.P. No. 3 of 2007 in CMA No. 2889 of 2007 are closed. No costs.