IN THE COURT OF DISTRICT JUDGE-V
CUM
MOTOR VEHICLE CLAIM TRIBUNAL-V
CIVIL COURTS – JAMUI

Present: Amit Kumar

District Judge-V cum M.V. Claim Tribunal-V

Civil Courts – Jamui

M.V. CLAIM CASE No. 29/2016

(U/S 140/166 & 171 of M.V. Act, 1988)

Kela Kisku @ Agustin Kisku, S/o Late Charlis Kisku.

Resident of Village - Chadri, Tola - Balagoji, P.O./P.S. - Chakai, District - Jamui (Bihar). ...***Claimant.***

Versus

1. **Raghuvansh Mani Prakash, S/o Jaldhar Saha.**

Resident of Village - Kokara Khar, P.O./P.S. - Balbadda, District - Godda (Jharkhand). (Owner of Vehicle) ...***Respondent No. 1.***

2. **Mahendra Mahto, S/o Baldeo Mahto.**

Resident of Village - Deoghar Chandpur, P.S./P.O. - Jasidih, District - Deoghar (Jharkhand). (Driver of Vehicle) ...***Respondent No. 2.***

3. **Reliance General Insurance Company Limited, Bokaro.**

Through its Branch Manager, Reliance General Insurance Co. Ltd., 3rd Floor, Chandra Kali Bhawan, M-5, City Centre, Bokaro, P.O./District - Bokaro, Pin Code - 827004 (Jharkhand). ...***Respondent No. 3.***

4. **Reliance General Insurance Company Limited, Kolkata.**

Through its Branch Manager, Reliance General Insurance Company Limited, 38B, 5th Floor, Jawaharlal Nehru Road, Kolkata - 71, District - Kolkata, Pin Code – 700071. ...***Respondent No. 4.***

5. **Reliance General Insurance Company Limited, Mumbai.**

Through its Chief General Manager, Reliance General Insurance Company Limited, Indorcian Electrical Limited, 570, Relifire House, 1st Floor, Navigaon, Trass Road, Nexto Royal, Industrial State, Vodala, Mumbai, District - Mumbai, Pin Code - 400031. (O.P. No. 3 to 5 are insurer of vehicle) ...***Respondent No. 5.***

Appearance:

On behalf of Claimant: Sri Jai Prakash Kr. Dangi, Ld. Advocate.

On behalf of Respondent Nos. 1 & 2: Ex-parte.

On behalf of Respondent Nos. 3, 4 & 5 (M/s Reliance General Insurance Co. Ltd.): Sri Mantosh Pd. Sinha, Ld. Advocate.

Dated: The 10th day of June, 2026

J U D G M E N T – C U M – A W A R D

1. The instant motor vehicle claim case under Section 166 of the M.V. Act has been brought by the claimant Kela Kisku @ Agustin Kisku on account of grievous injuries sustained to him in a road traffic accident.

2. As per the claim petition, on 23.12.2015 at about 05:00 p.m. (evening), the claimant Kela Kisku @ Agustin Kisku was riding a bicycle near village Andidih, in front of Nandu Yadav House on Chakai-Deoghar Main Road, under Police Station Chandramandi, District Jamui (Bihar). At that time, the driver of a Tata Winger van bearing registration number JH-15D/7731 came driving rashly and negligently and dashed into the claimant along with his bicycle. As a result, the claimant sustained grievous injuries over his body. The villagers and police brought the injured to Referal Hospital, Chakai, District Jamui for medical treatment. The doctor of the Referal Hospital conducted initial treatment and then referred the injured to P.M.C.H., Patna. The relatives of the injured brought him to Patna and he was hospitalized at P.M.C.H., Patna from 24.12.2015 to 27.01.2016. Surgery was conducted on the injured on 14.01.2016. The injured was declared permanently disabled and handicapped and the doctor advised bed rest and stated that he could not perform any work.

3. On the basis of the written statement (Fard Beyan) of Manjhali Soren S/o Kela Kisku @ Agustin Kisku, the Chandramandi Police instituted a case vide Chandramandi P.S. Case No. 104/2015 dated 23.12.2015 under Sections 279, 337, 338 of I.P.C. against the driver of the Winger vehicle bearing registration number JH-15D/7731.

4. On 20.01.2016, the driver of the vehicle, Mahendra Mahto S/o Baldeo Mahto, surrendered and filed a surrender-cum-bail petition before the Learned Court, Jamui. The Learned Court allowed the bail petition on the same day. The driving licence of the driver bearing registration number JH-15D/7731 was issued by the Licence Authority, Asansol, District Buradawan (W.B.) vide D.L. No. WB-3719980074997, effective on 24.06.2016.

5. After issuance of notice, Respondent Nos. 3, 4 & 5 (M/s Reliance General Insurance Co. Ltd.) appeared before the Tribunal and filed a Show-Cause-Cum-Written Statement. Respondent Nos. 1 & 2 failed to appear before the Tribunal despite service of notice. Accordingly, the proceedings against Respondent Nos. 1 & 2 were declared ex-parte.

6. The Opposite Party Nos. 3, 4 & 5 (M/s Reliance General Insurance Co. Ltd.) filed a written statement denying the claim. It was contended that: (i) the claim is not maintainable; (ii) the claimant had no cause of action against the answering O.P.; (iii) the case is barred by limitation; (iv) the driver did not hold a valid and effective driving licence at the time of the accident; (v) the claimant was himself guilty of contributory negligence to the extent of 50%; and (vi) the required documents and medical bills had not been furnished by the claimant. Accordingly, the answering O.P. prayed for dismissal of the claim petition.

7. During the course of inquiry, the claimant has examined altogether three witnesses in support of his claim.

8. This Tribunal has heard the arguments advanced by the Ld. Counsel for the claimant at length, has perused the written statement filed by Respondent Nos. 3 to 5, and has also perused all the material available on record for just decision of the claim petition.

9. Before entering into the discussion and decision of the issues, the gist of the evidence produced by the claimant is as follows:

> **CW-1 Mohan Tudu,** S/o Late Mathura Tudu, aged about 45 years, Farmer, resident of Mauza - Bathnakola, Police Station - Chakai, District Jamui (Bihar), filed his deposition through an affidavit and deposed on solemn affirmation on 19.09.2019. He deposed that the claimant had filed the present claim case against the owner, driver and insurance company of the vehicle. He deposed that about four years ago at around 5:00 p.m. in the evening, a vehicle driver drove rashly and negligently and dashed into a bicycle rider, causing him and the bicycle to fall down with grievous injuries. When he saw the injured, he recognized him as Kela Kisku, a resident of Chadri, Police Station Chakai, District Jamui. With the assistance of villagers and police, the injured was taken to Chakai Hospital for treatment, and the vehicle which had struck him was seized by police. He further deposed that the injured was a labourer and was approximately 43 to 44 years of age. He stated that the claimant had filed this case claiming compensation of Rs. 10,60,000/- along with 12% annual interest from the date of filing against the opposite parties. In cross-examination on behalf of Respondent Nos. 3, 4 & 5, he denied that the claimant was seeking unjust money from the insurance company and that he was giving false testimony. He denied that the sworn statement was false and that no such incident had occurred.

> **CW-2 Matala Tndhu,** S/o Late Chanda K. Tndhu, aged about 75 years, Farmer, resident of Mauza - Kadumtand, Police Station - Chandramandi, District Jamui (Bihar), filed his deposition through an affidavit and deposed on solemn affirmation on 19.09.2019. He deposed substantially on the same lines as CW-1. He stated that at the time of the incident he was present at the place of occurrence. He deposed that Kela Kisku was riding a bicycle when a vehicle driver struck him. When he enquired from the injured, the injured told him his name was Kela Kisku of Village Chadri, Police Station Chakai, District Jamui. With the assistance of villagers and police, the injured was taken to Chakai Hospital for treatment, and the offending vehicle was seized by police. He confirmed that the injured was a labourer aged approximately 43 to 44 years. In cross-examination, he confirmed that the vehicle number given by him was JH-15D/7731 which had caused the incident, and denied that the sworn statement was false or that he was giving false evidence.

CW-3 Kela Kisku,(Claimant/Injured) S/o Late Charlis Kisku, aged about 46 years, permanent disabled, resident of Mauza - Chadri, Tola - Balagoji, Police Station - Chakai, District Jamui (Bihar), filed his deposition through an affidavit and deposed on solemn affirmation on 04.12.2019. He deposed that he had filed the present claim case against the owner, driver and insurance company of the vehicle. He deposed that about four years ago at around 5:00 p.m. in the evening, while he was coming by bicycle towards Andidih, a vehicle driver drove rashly and negligently and struck him and his bicycle, causing him to fall down with grievous injuries. Villagers and police brought him in injured condition to Chakai Hospital. As his condition deteriorated, he was taken to Patna and treated there, incurring considerable expenses. During treatment, someone had to attend to him at all times and the offending vehicle number was JH-15D/7731, which was seized by police. He further deposed that his leg and waist bones were fractured and surgery was performed. He had to take a loan during this period and his financial condition deteriorated, causing difficulties for his children's education. He stated that he was a mason labourer and after the accident his health deteriorated and he could not work as a mason as the medical advice is to use a cane and he has become disabled. He claimed compensation of Rs. 10,60,000/- along with 12% annual interest from the date of filing against the opposite parties. In cross-examination on behalf of Respondent Nos. 3, 4 & 5, he confirmed that the incident took place on 23.12.2015 and that he was returning from a brick kiln. He confirmed that the Winger vehicle struck him and that the vehicle number JH-15D/7731 was provided to him by the police. He stated his treatment was done at both government and private hospitals, and denied that his claim was baseless or that the incident did not occur.

10. The following documents were exhibited on behalf of the claimant:

Ext. No.	Description of Documents
Ext. 1	Certified copy of FIR vide Chandramandi P.S. Case No. 104/2015 dated 23.12.2015.
Ext. 2	Certified copy of release petition of vehicle JH-15D/7731.
Ext. 3	Certified copy of indemnity bond of vehicle JH-15D/7731.
Ext. 4	Certified copy of surrender and bail petition of Mahendra Mahto (driver).
Ext. 5	Photo copy of registration card of vehicle JH-15D/7731.
Ext. 6	Photo copy of insurance certificate of vehicle JH-15D/7731.
Ext. 7	Photo/true copy of driving licence of Mahendra Mahto (driver).
Ext. 8	Photo copy of hospital/treatment documents of the injured Kela Kisku.

11. The following issues have been framed by this Tribunal for just decision of the case:

1. Is the claim petition framed maintainable?

2. Whether Kela Kisku sustained injury in a motor accident with vehicle bearing registration number JH-15D/7731 dated 23.12.2015 at about 5:00 p.m. at village Andidih, near Nandu Yadav House, Chakai-Deoghar Main Road, P.S. - Chandramandi, District Jamui?

3. Whether the vehicle bearing registration number JH-15D/7731 was insured with Reliance General Insurance Company Limited and whether the owner and driver of the said vehicle violated the terms and conditions of insurance at the time of the accident?

4. Whether the driver of JH-15D/7731 was holding a valid driving licence on 23.12.2015?

5. Whether the permit of JH-15D/7731 was valid and effective on 23.12.2015?

6. Whether the injured person is permanently handicapped and disabled from the accident on 23.12.2015?

7. Whether the claimant is entitled to receive the compensation amount and if so, what should be the quantum of compensation?

8. Whether the claimant is entitled to get any relief or relieves as claimed by them?

12. For the convenience of discussion, this Tribunal shall decide the issues point-wise in the following paragraphs.

Issue No. 1

13. First of all, the Tribunal shall decide Issue No. 1 – whether the claim petition is maintainable?

14. The present petition has been filed under Section 166 of the Motor Vehicles Act, 1988, which prescribes the requirements of a petition filed under this section. Section 166 of this Act reads as under:

"166 Application for compensation.- (1) An application for compensation arising out of an accident of the nature specified in sub-section (1) of section 165 may be made – (a) by the person who has sustained the injury; or (b) by the owner of the property; or (c) where death has resulted from the accident, by all or any of the legal representatives of the deceased; or (d) by any agent duly authorized by the person injured or all or any of the legal representatives of the deceased, as the case may be: Provided that where all the legal representatives of the deceased have not joined in any such application for compensation, the application shall be made on behalf of or for the benefit of all the legal representatives of the deceased and the legal representatives who have not so joined, shall be impleaded as respondents to the application. (2) Every application under sub-section (1) shall be made, at the option of the claimant, either to the Claims Tribunal having jurisdiction over the area in which the accident occurred or to the Claims Tribunal within the local limits of whose jurisdiction the claimant resides, or carries on business or within the local limits of whose jurisdiction the defendant resides and shall be in such form and contain such particulars as may be prescribed."

15. The claim petition has been filed by the injured himself, who is a resident of P.S. - Chakai, District Jamui. The vehicular accident took place under the jurisdiction of P.S. Chandramandi, District Jamui, which falls within the territorial jurisdiction of this Tribunal.

16. The claim of the claimant is based on the rash and negligent driving of the driver of the offending vehicle. The claimant has adduced evidence of three witnesses and has also filed a number of documents in support of his claim. The instant claim petition fulfills all the ingredients mentioned in Section 166 of the Act, which are essential for maintainability of a claim petition. Hence, Issue No. 1 is decided in favour of the claimant and the claim petition is held to be maintainable.

Issue No. 2

17. This Tribunal shall now decide Issue No. 2 – whether Kela Kisku sustained injury in a motor accident with vehicle bearing registration number JH-15D/7731 dated 23.12.2015 at about 5:00 p.m. at village Andidih, near Nandu Yadav House, Chakai-Deoghar Main Road, P.S. - Chandramandi, District Jamui?

18. In this regard, the claimant himself (CW-3) deposed that on 23.12.2015 at about 05:00 p.m., while he was riding his bicycle near village Andidih on the Chakai-Deoghar Main Road, the driver of Winger van bearing registration number JH-15D/7731 drove rashly and negligently and dashed into him and his bicycle. As a result, he fell down and sustained grievous injuries. He was brought to Chakai Referal Hospital and thereafter referred to P.M.C.H., Patna, where he was hospitalized from 24.12.2015 to 27.01.2016 and underwent surgery on 14.01.2016. He became permanently disabled and could not resume work as a mason.

19. CW-1 (Mohan Tudu) and CW-2 (Matala Tndhu) have deposed substantially on the same lines. CW-1 deposed that he witnessed the injured at the spot and recognized him as Kela Kisku. CW-2 deposed that he was present at the place of occurrence when the Winger vehicle struck Kela Kisku. Both witnesses stated that the offending vehicle was seized by police and that the injured was a labourer of approximately 43-44 years of age. Both witnesses firmly denied the suggestions of the defence that the claimant had fallen from his bicycle on his own or that they were deposing falsely.

20. The claimant has proved Ext. 1 (Certified copy of FIR vide Chandramandi P.S. Case No. 104/2015 dated 23.12.2015 under Sections 279, 337, 338 IPC against the driver of vehicle JH-15D/7731), and Ext. 8 (photo copy of hospital/treatment documents of the injured showing treatment at Referal Hospital, Chakai and P.M.C.H., Patna, including surgery on 14.01.2016). The claimant has also proved Ext. 4 (certified copy of the surrender and bail petition of the driver Mahendra Mahto, who surrendered before the Learned Court, Jamui on 20.01.2016 and was granted bail on the same day). These documents corroborate the oral evidence on record.

21. In view of the evidence of the witnesses, the documentary evidence on record and from the facts and circumstances of the case, this Tribunal is of the considered opinion that it is proved that the Winger van bearing registration number JH-15D/7731 was being driven by Respondent No. 2 (Mahendra Mahto) in a rash and negligent manner, and due to that, the claimant Kela Kisku sustained grievous injuries on 23.12.2015. The contention of the opposite party regarding contributory negligence of the claimant is not substantiated by any evidence and is rejected.

22. So far as the nature of injury is concerned, the claimant has proved Ext. 8, which reflects hospitalization at P.M.C.H., Patna from 24.12.2015 to 27.01.2016, surgical operation on 14.01.2016 on account of fracture of the left leg and other body parts. The claimant has deposed that post-surgery, the doctor advised bed rest and use of a walking cane, and that he has become permanently disabled and handicapped. Hence, Issue No. 2 is decided in favour of the claimant.

Issue No. 3

23. This Tribunal shall now decide Issue No. 3 – whether the vehicle bearing registration number JH-15D/7731 was insured with Reliance General Insurance Company Limited and whether the owner and driver of the said vehicle violated the terms and conditions of insurance at the time of the accident?

24. The claimant has proved Ext. 5 (photo copy of registration card of vehicle JH-15D/7731, showing Raghuvansh Mani Prakash as owner) and Ext. 6 (photo copy of insurance certificate of vehicle JH-15D/7731 issued by M/s Reliance General Insurance Company Limited vide policy number 2410552355000072, valid from 29.09.2015 to 28.09.2016). The accident took place on 23.12.2015, which falls within the insurance coverage period. Accordingly, it is established that the vehicle JH-15D/7731 was insured with M/s Reliance General Insurance Company Limited at the time of the accident.

25. However, as discussed under Issue No. 4 below, the driver of the vehicle did not hold a valid driving licence on the date of accident, i.e., 23.12.2015. This constitutes a violation of the terms and conditions of the insurance policy. Hence, Issue No. 3 is decided accordingly.

Issue No. 4

26. This Tribunal shall now decide Issue No. 4 – whether the driver of JH-15D/7731 was holding a valid driving licence on 23.12.2015?

27. The claimant has proved Ext. 7, which is the photo/true copy of the driving licence of the driver Mahendra Mahto. A perusal of the same reflects that the Driving Licence No. WB-3719980074997 was issued by the Licensing Authority, Asansol, District Buradawan (West Bengal) and was effective from 24.06.2016. The accident in question took place on 23.12.2015, which is prior to the date of issue/effectiveness of the said Driving Licence. Therefore, it is established that the driver Mahendra Mahto was NOT holding any valid and effective Driving Licence at the time of the accident on 23.12.2015.

28. The Opposite Party Nos. 3 to 5 (M/s Reliance General Insurance Co. Ltd.) have specifically contended in their written statement that the driving licence was not filed and that the driver was not having a valid DL at the time of the accident. This contention is found to be correct.

29. However, it is settled law as propounded by the Hon'ble Supreme Court in National Insurance Co. Ltd. v. Swaran Singh & Ors., (2004) 3 SCC 297, that the mere absence of a valid driving licence on the part of the driver does not automatically exonerate the insurer from its liability to pay compensation to the innocent third-party victim. The Hon'ble Supreme Court has laid down the principle that in such cases, the Tribunal may direct the insurer to pay the compensation to the claimant and subsequently allow the insurer to recover the same from the owner/insured. This principle of 'pay and recover' is well established and is applicable in the present case. Hence, Issue No. 4 is decided accordingly.

Issue No. 5

30. This Tribunal shall now decide Issue No. 5 – whether the permit of JH-15D/7731 was valid and effective on 23.12.2015?

31. The claimant has not specifically placed on record the route permit of the vehicle JH-15D/7731 on the date of accident. The Opposite Party has also not produced any material to establish that the permit was invalid on the said date. In the absence of specific evidence on this point, and in view of the fact that the vehicle was validly insured and registered, this Tribunal is of the considered view that no adverse finding can be drawn against the claimant on this issue solely. The issue is answered accordingly and shall not affect the entitlement of the claimant to compensation.

Issue No. 6

32. This Tribunal shall now decide Issue No. 6 – whether the injured person is permanently handicapped and disabled from the accident on 23.12.2015?

33. The claimant (CW-3) has deposed that as a result of the accident he sustained fracture of the left leg and other body parts, that surgery was performed on 14.01.2016 at P.M.C.H., Patna, and that the doctor has advised him to use a walking cane and has declared him permanently disabled. He was a mason prior to the accident, earning Rs. 8,000/- per month, but post-accident he has been unable to perform any work due to his disability. Ext. 8 (hospital/treatment documents) corroborates the fact of surgery and hospitalization for a prolonged period. The witnesses CW-1 and CW-2 have also confirmed that the injured was a labourer prior to the accident.

34. In view of the aforesaid evidence, this Tribunal is satisfied that the claimant Kela Kisku is permanently disabled as a result of the injuries sustained in the motor accident on 23.12.2015. Hence, Issue No. 6 is decided in favour of the claimant.

Issue Nos. 7 & 8

35. Now the Tribunal shall decide Issue Nos. 7 & 8 together – whether the claimant is entitled to receive the compensation amount and if so, what should be the quantum of compensation, and whether the claimant is entitled to any relief?

36. In terms of the provisions contained in Section 168 of the M.V. Act, the compensation which is to be awarded by this Tribunal is required to be 'just'. Therefore, the settled law in injury cases is required to be dealt with. In this regard, reliance is placed upon the case titled as Raj Kumar v. Ajay Kumar & Anr., (2011) 1 SCC 343, wherein the Hon'ble Supreme Court of India has propounded the general principles with regard to just compensation in injury cases.

> *"General principles relating to compensation in injury cases: The provision of the Motor Vehicles Act, 1988 ('Act' for short) makes it clear that the award must be just, which means that compensation should, to the extent possible, fully and adequately restore the claimant to the position prior to the accident. The object of awarding damages is to make good the loss suffered as a result of wrong done as far as money can do so, in a fair, reasonable and equitable manner. A person is not only to be compensated for the physical injury, but also for the loss which he suffered as a result of such injury. This means that he is to be compensated for his inability to lead a full life, his inability to enjoy those normal amenities which he would have enjoyed but for the injuries, and his inability to earn as much as he used to earn or could have earned."*
>
> *"The heads under which compensation is awarded in personal injury cases are: (i) Expenses relating to treatment, hospitalisation, medicines, transportation, nourishing food, and miscellaneous expenditure. (ii) Loss of earnings: (a) Loss of earning during the period of treatment; (b) Loss of future earnings on account of permanent disability. (iii) Future medical expenses. (iv) Damages for pain, suffering and trauma as a consequence of the injuries. (v) Loss of amenities. (vi) Loss of expectation of life."*

37. Reverting to the facts of the case, the Tribunal shall now consider what compensation to award to the claimant is just and reasonable. The claimant has claimed a total compensation of Rs. 10,60,000/- comprising: (A) Loss of earning – Rs. 6,00,000/-; (B) Loss of amenities – Rs. 50,000/-; (C) Loss of expectation – Rs. 50,000/-; (D) Pain and suffering – Rs. 1,00,000/-; (E) Medicine expenses – Rs. 50,000/-; (F) Attendant expenses – Rs. 50,000/-; (G) Special diet expenses – Rs. 40,000/-; (H) Transport expenses – Rs. 15,000/-; (I) Other expenses – Rs. 5,000/-; (J) Future expenses – Rs. 1,00,000/-.

38. Under Head (i) – Expenses relating to treatment, hospitalisation, medicine, transportation, nourishing food and miscellaneous expenditure: The claimant was hospitalized at P.M.C.H., Patna from 24.12.2015 to 27.01.2016 (approximately 35 days) and underwent surgery on 14.01.2016. He also received initial treatment at Referal Hospital, Chakai. He has claimed Rs. 50,000/- towards medicine expenses. Although the claimant has proved Ext. 8 comprising hospital/treatment documents, the complete bills and receipts are in the form of photocopies. Considering the gravity of the injury (fracture of left leg and other body parts requiring surgery at P.M.C.H., Patna, prolonged hospitalization and ongoing treatment), this Tribunal is of the considered view that an amount of Rs. 50,000/- is a reasonable and credible estimate of treatment and medicine expenses. The claimant has also claimed Rs. 15,000/- towards transport expenses. The accident took place at village Andidih, Chandramandi, and the injured had to be taken first to Chakai Hospital and then to P.M.C.H., Patna, and further visits for follow-up, which would have necessitated substantial transportation costs. Accordingly, the full amount of Rs. 15,000/- is awarded towards transport expenses. Towards attendant expenses (Rs. 50,000/- claimed), considering the prolonged hospitalization and surgery, an amount of Rs. 30,000/- is awarded. Towards special diet (Rs. 40,000/- claimed), a sum of Rs. 20,000/- is awarded. Towards other/miscellaneous expenses (Rs. 5,000/- claimed), the same is awarded. Hence, an amount of Rs. 1,20,000/- is awarded under Head (i) in aggregate.

39. Under Head (ii)(a) – Loss of earning during the period of treatment: The claimant was hospitalized from 24.12.2015 to 27.01.2016 and underwent surgery. The doctor has advised bed rest and use of a walking cane and treatment is ongoing. Considering that the nature of injury (fractures requiring surgery) would necessitate at least 12 months of recovery and treatment period during which the claimant could not work, the Tribunal assesses the loss of earning during treatment at 12 months. The claimant has stated his monthly income as a mason to be Rs. 8,000/- per month. Since no documentary proof of income has been placed on record, the Tribunal accepts the stated income of Rs. 8,000/- per month as reasonable for a mason in the area and at the relevant time. Accordingly, Rs. 8,000/- x 12 = Rs. 96,000/- is awarded under Head (ii)(a).

40. Under Head (ii)(b) – Loss of future earnings on account of permanent disability: The claimant has suffered grievous injuries resulting in fracture of the left leg and other body parts, surgery, and permanent disability. He has been declared permanently disabled and handicapped. As a mason, his earning capacity is entirely dependent on physical ability. The permanent disability has rendered him unable to perform mason work. In the absence of a formal disability certificate on record specifying the exact percentage, this Tribunal proceeds on the basis of the evidence on record – the claimant is permanently disabled and has been advised to walk with a cane and cannot do physical labour. This Tribunal assumes 50% loss of earning capacity as a conservative estimate. The income is taken at Rs. 8,000/- per month (Rs. 96,000/- per annum). The claimant was aged about 43 years at the time of accident. As per the Second Schedule of the M.V. Act and the principles laid down in Sarla Verma v. DTC, (2009) 6 SCC 121, the applicable multiplier for a person aged 43 years is 13. Accordingly, loss of future earnings = Rs. 96,000/- x 13 x 50% = Rs. 6,24,000/-. Hence, an amount of Rs. 6,24,000/- is awarded under Head (ii)(b).

41. Under Head (iii) – Future medical expenses: The claimant has claimed Rs. 1,00,000/- towards future medical expenses. The doctor has advised ongoing medication and use of a walking cane. Considering the nature of the injury (post-surgical fracture care, physiotherapy, ongoing medication), an amount of Rs. 50,000/- is awarded under this head.

42. Under Head (iv) – Damages for pain, suffering and trauma: The claimant sustained grievous injuries, underwent surgery, remained hospitalized for over a month, has been permanently disabled, and continues to suffer physical pain and mental anguish. He was married and was the earning member of his family. As a result of the accident, he has been unable to work and has had to take loans, which has also impacted his children's education. Accordingly, a lump-sum amount of Rs. 80,000/- is awarded under Head (iv).

43. Under Head (v) – Loss of amenities: On account of permanent disability affecting his mobility and physical capacity, the claimant has been and will continue to be deprived of normal amenities of life. Accordingly, an amount of Rs. 50,000/- is awarded under Head (v).

44. Under Head (vi) – Loss of expectation of life: In view of the permanent disability suffered by the claimant and its adverse effect on his quality of life and longevity, an amount of Rs. 30,000/- is awarded under Head (vi).

45. In light of the aforesaid discussion, the claimant is awarded compensation as under:

Heads Under Which Compensation Awarded	**Amount of Compensation**
(i) Expenses relating to treatment, hospitalisation, medicine, transportation, attendant, special diet and miscellaneous expenditure.	Rs. 1,20,000/-
(ii)(a) Loss of earning during the period of treatment (12 months @ Rs. 8,000/-/month).	Rs. 96,000/-
(ii)(b) Loss of future earnings on account of permanent disability (Rs. 96,000/- x 13 x 50%).	Rs. 6,24,000/-
(iii) Future medical expenses.	Rs. 50,000/-
(iv) Damages for pain, suffering and trauma as a consequence of the injuries.	Rs. 80,000/-
(v) Loss of amenities.	Rs. 50,000/-
(vi) Loss of expectation of life.	Rs. 30,000/-
TOTAL	**Rs. 10,50,000/-**

46. Therefore, the Tribunal holds that the claimant Kela Kisku @ Agustin Kisku is entitled to total compensation of Rs. 10,50,000/- (Rupees Ten Lakhs Fifty Thousand Only).

47. Now the question is who is liable to pay the compensation to the claimant?

48. It has been proved that the accident took place due to the rash and negligent driving of the Winger van bearing registration number JH-15D/7731 by Respondent No. 2 (Mahendra Mahto). It has further been established that the said vehicle was insured with M/s Reliance General Insurance Company Limited (Respondent Nos. 3 to 5) vide Policy No. 2410552355000072, valid from 29.09.2015 to 28.09.2016, which was in force on the date of the accident (23.12.2015).

49. However, it has also been established that the driver Mahendra Mahto did not hold a valid driving licence on the date of the accident (23.12.2015), as the Driving Licence No. WB-3719980074997 was effective only from 24.06.2016. This constitutes a breach of the terms and conditions of the insurance policy. The insurance company is therefore entitled to raise the defence of breach of policy condition.

50. That being said, this Tribunal, following the settled legal principles laid down by the Hon'ble Supreme Court in National Insurance Co. Ltd. v. Swaran Singh & Ors., (2004) 3 SCC 297, directs the insurer (M/s Reliance General Insurance Co. Ltd., Respondent Nos. 3 to 5) to first pay the compensation to the claimant (an innocent third-party victim) and thereafter recover the same from Respondent No. 1 (owner) and/or Respondent No. 2 (driver) by taking appropriate legal recourse. The owner of the vehicle (Respondent No. 1, Raghuvansh Mani Prakash) permitted an unlicensed driver to ply the vehicle on public roads, thereby contributing to the breach of policy conditions.

51. The proceeding against Respondent Nos. 1 & 2 has been declared ex-parte. Respondent Nos. 1 & 2 are therefore jointly and severally liable along with the insurer for the compensation awarded.

52. In view of the outcome of the discussion on the aforesaid issues, it is held that the claimant Kela Kisku is entitled to get the award of compensation as calculated and computed above, with an interest of 7.5% per annum from the date of filing of the claim petition (01.06.2016) and till the realization of the compensation amount. The insurer (Respondent Nos. 3 to 5, M/s Reliance General Insurance Co. Ltd.) is directed to pay the compensation amount and is at liberty to recover the same from Respondent Nos. 1 & 2 (owner and driver). Hence, Issue Nos. 7 & 8 are decided accordingly.

O R D E R

53. In the result, the claim petition is allowed in part and a total amount of compensation to the tune of Rs. 10,50,000/- (Rupees Ten Lakhs Fifty Thousand Only) is awarded to the claimant Kela Kisku @ Agustin Kisku.

54. Respondent Nos. 3, 4 & 5 (M/s Reliance General Insurance Company Limited) are directed to pay the compensation amount of Rs. 10,50,000/- (Rupees Ten Lakhs Fifty Thousand Only) to the claimant Kela Kisku, with an interest of 7.5% per annum from the date of filing of the claim petition i.e. 01.06.2016, until the realization of the compensation amount.

55. Respondent Nos. 3, 4 & 5 (M/s Reliance General Insurance Co. Ltd.) shall be at liberty to recover the said amount from Respondent No. 1 (owner) and Respondent No. 2 (driver) by taking appropriate legal recourse, in accordance with the provisions of the M.V. Act.

56. Interim compensation, if any already paid, shall be adjusted from the total award amount.

57. Respondent Nos. 3, 4 & 5 are directed to make payment either by way of demand draft or through NEFT/RTGS directly to the bank account of the claimant.

58. The claimant is directed to furnish his bank account details immediately to the Respondent Insurance Company, either through this Tribunal or directly.

59. Respondent Nos. 3, 4 & 5 are directed to pay the total amount of compensation with interest within 30 days from the date of this award.

60. Accordingly, this M.V. Claim Case No. 29/2016 is disposed of on contest, without any order as to costs.

61. Copy of this award is given dasti to the contesting parties.

62. Office is directed to prepare the award accordingly after realization of court fee, if due, and consign the record to the record room after necessary compliance.

Sd/-
(Amit Kumar)
M.V. Claim Tribunal-V
Civil Courts – Jamui

This judgment-cum-award was dictated, corrected by me and announced today i.e. on 10.06.2026.

Sd/-
(Amit Kumar)
District Judge-V cum
M.V. Claim Tribunal-V
Civil Courts – Jamui

Date of Judgment/Order	10.06.2026
Date of Reserving Judgment/Order	03.06.2026
Uploading Date	10.06.2026
Uploaded by	Md. Irfan, Data Entry Operator