In the Court of 2nd Addl. District Judge-cum-Motor Vehicle Accident Claim Tribunal, Muzaffarpur.

Claim Case No. 52 of 2017

1. Shyam Rai .... aged about 44 years
   w/o Mahesh Rai
2. Renu Devi .... aged about 41 years
   w/o Shyam Rai
   r/o village Bedaul Asali PS Aurai
   District -Muzaffarpur

.... Claimants.

Versus

1. M/s Amar Jyoti Carrier (Director Amarnath Pandey)
   Motijheel, Muzaffarpur
   (owner of bus no. BR 06PC 9151)
2. National Insurance Co. Ltd.
   PNT Colony, Gaushala Road
   PS Mithanpura District- Muzaffarpur

.... Opposite Parties

Learned Counsel for the Applicants:	Sri Birendra Prasad Yadav Sri Sachidanand Singh Advocates
Learned Counsel for the O.P. No. 1:	Sri Prakash Kumar Sri Akhilesh Kumar Advocates
Learned Counsel for OP no. 2:	Sri Rahul Anupam Aadvocate

Present: Ms. Namita Singh
2nd Addl. District Judge-cum-Addl. Motor Vehicle Claim Tribunal
Muzaffarpur.

Dated, the 28th day of February, 2026

JUDGMENT

1. This claim case has been filed u/s 140 and 166 of MV Act, 1988 for grant of compensation of Rupees Seven lakh and seventy-five thousand only (₹ 775000/-) respectively, on account of vehicular death of their 10-year-old daughter Nikeeta Kumari against OP no. 1 & 2 – the owner of bus no. BR 06PC 9151 and the insurer of the vehicle – National Insurance Company Ltd.

2. The Claimants in this case are – Shyam Rai and Renu Devi, the parents of the deceased. The claimant's case in brief is that, on 06.10.2016 at around 8:15am, when their ten-year-old daughter Nikeeta Kumari was returning home from her coaching institute, bus no. BR 06PC 9151 came from northern side being driven rashly and negligently and, hit her. She died on the spot. Her dead body was sent to SKMCH, Muzaffarpur where postmortem examination was done on the same day. In connection with this incident, Aurai PS Case 150 of 2016 dated 06.10.2016 was registered u/s 279, 304A of IPC. After conclusion of the investigation in the case, the IO found the case true and submitted charge sheet no. 371/16 dated 31.10.2016 under same sections against the driver of the vehicle involved. It has been submitted by the claimants that their daughter Nikeeta was a school going girl and has good prospects in her life. Due to her sudden death, the claimants have suffered loss of estate, affection and dependency. They have sought compensation to the tune of ₹ 50000 u/s 140 of MV Act and Rs ₹ 725000 u/s 166 of MV Act, 1988.

3. Notices were issued against the Opposite Parties. Both appeared and filed their written statements.

4. OP-1 is M/s Amar Jyoti Carrier, the owner of the bus, represented by Director Shri Amar Nath Pandey. It has been submitted on their behalf that that the claim is not maintainable. The accident was not caused by rash or negligent driving, but rather by the indiscretion of the deceased. They claim the child suddenly attempted to cross a public road without warning, leaving the driver no time to avert the collision. So, they have no culpability and the claimant lacks the cause of action to seek compensation. Despite denying liability, it has been further stated that if any award is granted, the responsibility should fall on the insurer, National Insurance Co. Ltd. It has been confirmed that

the vehicle was fully covered under a valid policy (No. 170500/31/16/6300001050) at the time of the incident. Additionally, they filed copy of valid registration, tax token, fitness certificate, permit documentation, valid driving license of driver, Ramsogarath Singh to prove the vehicle and driver were in full legal compliance and that there was no violation of the Motor Vehicles Act that would allow the insurer to avoid its duty to indemnify the owner. They have disputed the compensation amount sought, claiming it lacks cogent proof and does not align with Section 163-A of the Motor Vehicle Act. It has been requested that the owner be thus discharged from any liability regarding the accident

5. The case of OP -2, National Insurance Co. Ltd. in brief is that the claim petition is not legally maintainable and should be dismissed with costs. The Insurance Company has asserted that the claimants have no right to sue, as they have failed to append required documents under Rule 226 of the Motor Vehicle Rules, 1992, and have not filed necessary stamps or papers. Furthermore, the company has argued that the case is barred by the laws of limitation, estoppel, and waiver. Regarding the accident alleged to have occurred on October 6, 2016, the Insurance Company has denied all allegations, noting that neither the police nor the vehicle owner immediately informed them as required under Section 158(6) of the M.V. Act. They have specifically denied that Nikeeta Kumari died due to an accident involving the alleged vehicle and have demanded strict proof of these claims. The company has further contended that the vehicle owner must prove the driver possessed an effective and valid driving license with a special endorsement at the time of the incident. They have maintained that if the owner fails to produce valid registration and licensing documents, the liability for compensation should fall solely on the owner rather than the insurer. The Insurance Company has also disputed the age, income, and occupation of the deceased, characterizing the claimed compensation as fantastically excessive and abnormal. They have maintained that any compensation should follow the multiplier method as established by the Supreme Court and that interest, if awarded, should be limited to 6%. Finally, the company has requested that the court direct the claimants to provide PAN, Aadhaar, and bank details for NEFT/RTGS processing of any potential award, while having reserved the right to amend this statement should new facts come to light.

6. The following issues were framed or **recast** for determination in the suit:
   (i) Whether the claim case as framed is maintainable?
   (ii) Whether the deceased met an accidental death due to rash and negligent driving of the driver of bus no. BR 06PC 9151 on 06.10.2016?
   (iii) Whether the bus no. BR 06PC 9151 was insured with OP no. 2 National Insurance Co. Ltd. at the time of the accident?
   (iv) Whether the driver or owner of the bus no. BR 06PC 9151 violated the terms and conditions of the Insurance Policy?
   (v) Whether the Claimants are entitled to get compensation, if yes, then to what extent and from whom?
   (vi) Whether the Claimants are entitled to any other relief/ reliefs?

7. In this case, 4 witnesses have been examined on behalf of the Claimant**. CW-1 is Mahesh Rai; CW-2 is Shyam Rai; CW-3 is Renu Devi and, CW-4 is Maharaj Kumar Jha**
A number of documents have been exhibited on behalf of the plaintiff. **Exhibit-1 is cc of the FIR of Aurai PS Case 150/2016 dt. 6.10.16 registered u/s 279, 304 A of IPC against driver of Amar Jyoti bus no. BR 06PC 9151; Ext-2 is cc of Charge Sheet of Aurai PS Case no. 150/16; Ext-3 is copy of the PM Report of deceased Nikita Kumari; Ext-4 is death certificate of Nikita Kumari.**

8. No witness was examined on behalf of the Opposite Parties and neither was any document exhibited.

FINDINGS

9. Issue no. (ii) Whether the deceased met an accidental death due to rash and negligent driving of the driver of bus no. BR 06PC 9151 on 06.10.2016?

This issue is the very basis of this entire claim. Hence, shall be decided first. All the four witnesses examined in this case have supported the occurrence. CW-1 Mahesh Rai, who is the grandfather of the deceased child, is also the informant in the Aurai PS Case 150/16, which was registered regarding the accidental death of the child. He is and eye-witness of the accident and has stated that the bus no. BR 06PC 9151, which was going from Sitamarhi to Muzaffarpur was being driven negligently in high speed and drove after hitting Nikita Kumari and crushing her head. CW-4 Maharaj Kumar Jha is also an eye-witness of the occurrence and CW-2 and CW-3, who are the parents of the deceased and the claimants of this case, have also stated to have arrived at the spot immediately on hearing shouts of CW-1. They have all supported the alleged facts. In addition to the oral evidence, there is the **cc of the FIR of Aurai PS Case 150/2016 dt. 6.10.16 registered u/s 279, 304 A of IPC against driver of Amar Jyoti bus no. BR 06PC 9151 (Ext-1); the cc of Charge Sheet of Aurai PS Case no. 150/16 (Ext-2) and; copy of the PM Report of deceased Nikita Kumari (Ext-3).**

Thus, from the oral and documentary evidence on record it has been well proved that, deceased met an accidental death due to rash and negligent driving of the driver of bus no. BR 06PC 9151 on 06.10.2016.

In the said view of the matter, this issue is decided in favour of the Claimants.

10. Issues no.'s (iii) and (iv): <u>Whether the bus no. BR 06PC 9151 was insured with OP no. 2 National Insurance Co. Ltd at the time of the accident and; Whether the driver or owner of the bus no. BR 06PC 9151 violated the terms and conditions of the Insurance Policy?</u>

It has been admitted by OP-1, the owner of the bus no. BR 06PC 9151 that the bus was insured with National Insurance Co. Ltd and fully covered under a valid policy (No. 170500/31/16/6300001050) at the time of the incident. A copy of the Insurance Policy has been filed by them as annexure to their Written Statement. OP-2, The National Insurance Co. Ltd has not denied that the bus was insured with them at the time of the accident and they have also made payment to the Claimants u/s 140 of MV Act. Thus, it is an admitted fact that the vehicle was insured with OP-2 National Insurance Co. Ltd. at the time of the accident.

Regarding the issue pertaining to whether there was any violation of the terms and conditions of the Insurance Policy, OP-1 has filed copy of valid registration, tax token, fitness certificate, permit documentation and valid driving license of driver as annexures to the Written Statement to prove that the vehicle and driver were in full legal compliance and that there was no violation of the Motor Vehicles Act that would allow the insurer to avoid its duty to indemnify the owner. Nothing has been stated or brought forth by OP-2 in this regard. Thus, under the particular facts and circumstances of this case, the liability falls squarely upon OP-2, the Insurance Company.

In the said view of the matter, Issues no.'s (iii) and (iv) are accordingly decided in favour of the claimants.

11. Issue no. (v): Whether the Claimants are entitled to get compensation if yes, then to what extent and from whom?

The point to be determined now is the amount of compensation that is to be awarded to the Claimants.

As per the evidence on record, the age of the deceased at the time of accidental death has been established to be 10 years. The witnesses have also stated that she was a school going child with good career prospects. There are several judgments of the Hon'ble Supreme Court regarding payment of compensation in cases of accidental death of children.

As is now well settled, with most recent being the case of **Devendra Kumar Tripathi vs The Oriental Insurance Company Ltd, 2025 INSC 1429**, the notional income of the deceased minor victim shall be determined on the basis of the minimum wages of a skilled worker prevailing in the State of Bihar at the time of the accident rather than treating her as non-earning dependents.

Thus, the monthly notional income can be adopted as per the Minimum Wages Act, 1948, which, for skilled worker in general works in Bihar was at ₹ 301 per day, coming to a monthly income of ₹ 7826. A 40% increase has to be adopted for future prospects and the multiplier is 15 as held in Reshma Kumari vs Madan Mohan, **2013 AAC 2031 (SC),** one-half deduction for personal expenses. The claimants are further entitled to loss of estate and funeral expenses at the rate of ₹15,000 each and loss of filial consortium at the rate of ₹ 40,000 each.

The compensation shall thus be computed as follows:

Notional Income (as per Minimum Wages of skilled labour in October 2016)	₹ 7826
Annual Income (₹ 7826 x 12)	₹ 93912
LESS ½ towards personal expenses	₹ 46956
ADD ₹ 18782 (40% of ₹ 46956 towards future prospects)	₹ 65738

Adopting Multiplier of 15 [₹ 65738 x 15]	**₹ 986070**
ADD • Loss of Estate • Loss of Consortium • Funeral Expenses	 **₹ 15000** **₹ 40000** **₹ 15000**
TOTAL	**₹ 1056070**

Thus, the Claimant is entitled to a compensation amount of ₹ **1056070 (Rupees Ten-Lakh Fifty-Six Thousand and Seventy only)** Issue no. (v) is accordingly decided in favour of the Claimants.

12. **Issue no.(i): <u>Whether the claim case as framed is maintainable?</u>**
It has already been held that deceased met an accidental death due to rash and negligent driving of the driver of bus no. BR 06PC 9151 which was insured with OP-2 National Insurance Company Ltd. at the time of accident and, the Claimants are entitled for compensation. Hence, it is held that the claim case as framed is maintainable and this issue is decided in favour of the Claimants.

13. Issue no. (vi): <u>Whether the Claimants are entitled to any other relief/ reliefs?</u>
This issue was not pressed by the parties and nothing was brought on record to show that the Claimants are entitled to any other relief or reliefs. Hence, this issue is decided against the claimants.

<u>ORDER</u>

14. Under the circumstances set forth above, this claim case is allowed. The OP's 1 and 2 are jointly and severally liable for payment of compensation amount but, as the offending vehicle was insured with OP no.2, the liability of payment of compensation shifts upon the OP no.2. Therefore, OP no. 2 National Insurance Company Ltd. is directed to pay total compensation of **₹ 1056070 (Rupees Ten-Lakh Fifty-Six Thousand and Seventy only)** to the claimants **(1) Shyam Rai, father of the deceased (2) Renu Devi, mother of the deceased** with interest @ 6% per annum from the date of filing of the claim case till its realisation within a period of 60 days from the date of this order, failing which, the Claimants shall have the right to recover the awarded amount of compensation through process of court. Each of the claimants is entitled to 1/2 share in the awarded amount and the Insurance Company, OP-2 shall make separate payments to each of the claimants through cheques. It is further directed that the amount of the compensation so awarded shall be deposited in a Nationalized Bank or, if the branch of a Nationalized Bank is not in existence, it shall be deposited in the branch of a scheduled commercial bank in the name of the claimants.

(Typed-written and corrected)
By me:

Sd/-	Sd/-
(Namita Singh)	**(Namita Singh)**
ADJ – II cum	**ADJ – II cum**
Motor Vehicle Claim Tribunal	**Motor Vehicle Claim Tribunal**
Muzaffarpur	**Muzaffarpur**
dt. 28.02.2026	**dt. 28.02.2026**