IN THE COURT OF MS. RUCHIKA SINGLA
PRESIDING OFFICER, MACT-01 (CENTRAL)
TIS HAZARI COURTS, DELHI.

DLCT010079612025

Misc DJ	**:**	**549/26**
MACT No	**:**	**468/2025**
FIR No.	**:**	**707/2024**
PS	**:**	**Burari**
u/s	**:**	**281/125(B) BNS**

Sh. Ravi Kumar (injured/petitioner)
S/o Sh. Ram Bhool,
R/o. House No.E-821, E-Block, Gali no.3,
Nathu Colony, Nathupura, Burari, Delhi. **.....Petitioner**

Vs.

1. Sh. Rajesh Kumar (driver of the offending vehicle)
S/o Sh. Preetam Singh,
R/o. H.No.E-78, Swami Shraddhanand Park Colony,
Bhalswa Dairy, Delhi.

2. Sh. Arvind Kumar Singh (owner of the offending vehicle)
S/o Sh. Kedarnath Singh,
R/o. B-732, East Shalimar Bagh, Delhi

3. The Oriental Insurance Co. Ltd. (Insurer)
Plate A, Office Block-IV, NBCC Office Complex,
East Kidwai Nagar, New Delhi-23. **.....Respondents**

Date of filing of DAR : 28.05.2025
Judgment reserved on : 27.04.2026
Date of Award : 14.07.2026
Date of modified award : 10.09.2026

M O D I F I E D A W A R D

1. The Detailed Accident Report (DAR) was filed on 28.05.2025 which was treated as a claim petition. The Road Traffic Accident in question took place on 11.11.2024 at about 03:30 PM at Natthu Pura Mod, 100 Futa Road, Near Jharkhand Dhaba, Burari, Delhi. Mr. Ravi (hereinafter referred to as the petitioner) had suffered grievous injuries in the said accident which was allegedly caused by vehicle bearing registration No. DL-1VC-3256 (hereinafter referred to as the offending vehicle). The said vehicle was being driven by respondent no.1 Sh. Rajesh Kumar; owned by respondent No.2 Sh. Arvind Kumar Singh and insured with respondent no.3 The Oriental Insurance Co. Ltd.

BRIEF FACTS

2. The brief facts that have emerged from the DAR are that on 11.11.2024, on receipt of information of an accident vide DD No. 119A, the information of present accident was handed over to ASI Ravinder Kumar, who alongwith Ct. Praful went to the spot i.e. Nathu Pura Mod, 100 Futa Road, Near Jharkhand Dhaba, Burari, Delhi where an RTV bus no. DL-1VC-3256 i.e. the offending vehicle was stationed at the spot. One motorcycle bearing no. DL-1SV-9384 was underneath the said RTV Bus in an accidental condition. On inquiry, IO got to know that the injured had been taken to hospital. IO took both the accidental vehicles into his custody. Thereafter, both the vehicles were sent to the PS through the constable.

3. Thereafter, IO reached at Burari Hospital where he

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collected the MLC no.3687/24 of injured Ravi. IO got to know that the injured had left for the home. Thereafter, complainant Rahul came to the PS and IO recorded his statement. Thereafter, FIR u/s 281/125(B) BNS against the driver of the offending vehicle was registered on the basis of MLC and statement of complainant.

4. Thereafter, IO prepared the site plan at the instance of complainant. Complainant told the IO about one person who had stated that he had caused the accident. Thereafter, IO apprehended the said person i.e. driver of the offending vehicle from the spot and took him to the PS. IO interrogated the driver of the offending vehicle. The driver of the offending vehicle admitted that at the time of accident, he was driving the offending vehicle. Thereafter, IO arrested him. He produced his driving license before the IO. Upon producing surety, the driver of the offending vehicle was released on bail.

5. Thereafter, IO served the notice u/s 133 MV Act upon the owner of the offending vehicle. Upon the said notice, owner had given written reply mentioning that at the time of accident, the offending vehicle was being driven by Mr. Rajesh Kumar. Thereafter, owner had submitted all the documents of the offending vehicle before the IO. Thereafter, IO recorded the statement of the injured at his house. Thereafter, mechanical inspection of both the accidental vehicles were got conducted. The IO got verified the documents of the offending vehicle from the concerned authorities. The same were found to be correct. Thereafter, MLC of the injured was submitted in the hospital for the final opinion. The result was opined as “grievous” on MLC of the

injured. Accordingly, the Section 125(A) BNS was changed to Section 125 (B) BNS by the IO. Thereafter, IO released the offending vehicle on superdari. After completion of investigation, chargesheet for the offences u/s 281/125(B) BNS was filed against the driver of the offending vehicle, Mr. Rajesh Kumar before the concerned Ld. JMFC and the DAR was filed before this Tribunal.

WRITTEN STATEMENTS

6. Reply was filed on behalf of respondents no. 1 and 2 on 18.08.2025, wherein it was stated that the respondent no.1 did not cause any accident on 31.12.2024 and the said vehicle has been falsely involved in the present case. Hence, the present case is liable to be dismissed.

7. Legal offer on behalf of respondent no. 3 was filed on 18.08.2025, wherein it was admitted that the offending vehicle was insured with the respondent no.3 vide policy no. 272591/31/2025/118 for the period 06.05.2024 to 05.05.2025. An offer of Rs. 1,60,368/- excluding medical expenses was made to the petitioner but the same was not accepted by the petitioner.

ISSUES

8. On the basis of the pleading of the parties, vide order dated 18.08.2025, this Tribunal framed the following issues:

> ***1. Whether the injured suffered injuries in an accident that took place on 11.11.2024 at about 3:30 PM at Nathu Pura Mod, 100 Futa Road, near Jharkhand Dhaba, Burari, Delhi involving vehicle***

bearing registration no.DL-1VC-3256 driven rashly and negligently by respondent no.1 Rajesh Kumar, owned by respondent no.2 Arvind Kumar Singh and insured with respondent no. 3 The Oriental Insurance Co. Ltd.? OPP

2. Whether the petitioner is entitled for compensation? If so, to what amount and from whom? OPP

3. Relief.

PETITIONER'S EVIDENCE

9. The petitioner/injured examined himself as **PW-1**. He tendered his evidence by way of affidavit which is Ex.PW-1/A and the same bears his signatures at points-A & B. He relied upon the following documents:

1. DAR as Ex. PW-1/1 (colly).
2. Discharge summary of the deponent as Ex. PW1/2.
3. Treatment papers of the deponent as Ex. PW1/3 (colly) (containing 39 pages).
4. Medical bills as Ex. PW1/4 (colly) (containing 12 pages)
5. Aadhar card of the deponent / injured as Ex. PW1/5 (OSR).
6. 10th Class marksheet as Ex. PW1/7 (OSR).

10. PW1 was duly cross-examined by Ld. Counsels for respondent no. 3 as well as respondents no. 1 and 2. **Thereafter, vide separate statement of Ld. Counsel for the petitioner, the PE was closed on 24.03.2026.**

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RESPONDENT'S EVIDENCE

11. No RE was led on behalf of the respondents. Vide separate statement of Ld. Counsel for respondent no. 3, RE on behalf of respondent no. 3 was closed on 24.03.2026. The RE on behalf of respondents no. 1 and 2 was also closed vide order dated 24.03.2026 as they chose not to lead any evidence.

FINAL ARGUMENTS

12. The Petitioner has filed his duly filled Form XIV and financial statement of the injured was recorded. Final arguments were heard on behalf of parties.

FINDINGS & OBSERVATIONS

13. I have heard Ld. Counsel for the parties and perused the record. My findings on the various issues are as under:-

ISSUE NO.1:

Whether the injured suffered injuries in an accident that took place on 11.11.2024 at about 3:30 PM at Nathu Pura Mod, 100 Futa Road, near Jharkhand Dhaba, Burari, Delhi involving vehicle bearing registration no.DL-1VC-3256 driven rashly and negligently by respondent no.1 Rajesh Kumar, owned by respondent no.2 Arvind Kumar Singh and insured with respondent no. 3 The Oriental Insurance Co. Ltd.? OPP

14. The onus to prove this issue was upon the petitioner. However, perusal of record shows that legal offer was filed by the

respondent no. 3 in the present matter, meaning thereby, that the factum of the accident and the the rash and negligent act of the respondent no. 1 was not disputed by the respondent no. 3. Hence, as the said facts are admitted, the same are not required to be proved by the petitioner.

The injury:

15. Further, the onus to prove that the petitioner had suffered injuries by way of the said accident was on the petitioner. It is the matter of record that due to the accident, the petitioner suffered injuries. He has proved on record his MLC issued by Burari Hospital, Delhi which is part of the DAR, as per which petitioner was brought to the hospital on 11.11.2024 at 3:24 AM with history of road traffic accident. He had suffered multiple injuries on his body.

16. Further, his discharge summary issued by RML Hospital, Delhi is on record as per which he was admitted in the hospital on 12.11.2024 and discharged on 01.12.2024. It was found that he had sustained compression fracture on L1 (backbone) with paraplegia with bladder bowel movement. Then, the petitioner's Disability Certificate issued by Aruna Asaf Ali Hospital dated 09.12.2025 is on record. As per the same, his disability was assessed to be at 90% in relation to both lower limbs which is permanent in nature.

17. In view of the above discussion, this Tribunal is of the opinion that on the scales of preponderance of probabilities, the petitioner has proved that the accident in question took place due to rash and negligent driving of offending vehicle being driven by its

driver/respondent no. 1 on the date and time of the accident and that due to the said accident, **the petitioner had suffered grievous injury. Accordingly, issue no. 1 is decided in favour of the petitioner and against the respondents.**

ISSUE NO. 2:

Whether the petitioner/injured is entitled for compensation? If so, to what amount and from whom? OPP.

18. The onus to prove this issue was also upon the petitioner. In view of the observations as given in issue no.1, the petitioner is entitled for compensation. In the case of **Raj Kumar Vs. Ajay Kumar & Ors. (2011) 1 SCC 34,** Hon'ble Supreme Court held as under:

> *"General principles relating to compensation in injury cases:*
>
> *4. 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. The Court or tribunal shall have to assess the damages objectively and exclude from consideration any speculation or fancy, though some conjecture with reference to the nature of disability and its consequences, is inevitable. 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. ([See C. K. Subramonia Iyer vs. T. Kunhikuttan Nair] *- AIR 1970 SC 376,* [R. D. Hattangadi Vs. Pest Control (India) Ltd]. *- 1995 (1) SCC 551 and Baker vs. Willoughby - 1970 AC 467).*

5. The heads under which compensation is awarded in personal injury cases are the following :

Pecuniary damages (Special Damages)

(i) Expenses relating to treatment, hospitalization, medicines, transportation, nourishing food, and miscellaneous expenditure.

(ii) Loss of earnings (and other gains) which the injured would have made had he not been injured, comprising :

(a) Loss of earning during the period of treatment;

(b) Loss of future earnings on account of permanent disability.

(iii) Future medical expenses.

Non-pecuniary damages (General Damages)

(iv) Damages for pain, suffering and trauma as a consequence of the injuries.

(v) Loss of amenities (and/or loss of prospects of marriage).

(vi) Loss of expectation of life
(shortening of normal longevity).

In routine personal injury cases, compensation will be awarded only under heads (i), (ii)(a) and (iv).”

19. In view of the above law laid down by Hon’ble Supreme Court of India, in injury cases, award needs to be passed only under heads of medical expenses, loss of earning during treatment period and damages for pain, suffering and trauma. This is a case where the petitioner has claimed that he suffered grievous injury due to the accident, hence, this Tribunal now proceeds further step by step to

decide the compensation/award under different heads applicable to the present matter in light of above preposition.

Medical expenses:

20. The petitioner has claimed a sum of Rs. 50,782/- approximately towards medical expenses. The petitioner has filed certain bills on record which are Ex. PW1/4 towards the same. Hence, a sum of **Rs. 50,782/-** is awarded to him under this head.

[Loss of income:

21. In this regard, it is submitted by the petitioner that at the time of the accident, he was working as a driver and earning Rs. 25,000/- per month. Further, he has been unable to work since his accident due to his disability due to which he is unable to stand. It is submitted that the disability has rendered him incapable to work.

22. Record perused.

23. To prove the income of the petitioner, no evidence has been led. He has alleged that he was working as a driver but his driving license has not been proved on record. However, his 10th class marksheet is proved on record which is Ex. PW1/4. Hence, in the absence of any evidence qua his income, his income shall be assessed as per the minimum wages payable to a matriculate person. The date of accident is 11.11.2024. Hence, as per the relevant notification, the income of the petitioner is assessed to be ***Rs. 21,927/-****.*

24. It is the matter of record that due to the accident, the *petitioner suffered injuries. Further it is stated that due to the accident, the petitioner suffered multiple injuries on his body. It is stated that he has suffered 90% permanent disability in his both lower limbs. Hence, it is submitted that since the accident, the petitioner has been unable to work. Hence, he may be granted loss of income till date i.e. for 24 months.*

25. Record perused.

26. As mentioned earlier, as per the medical record of the petitioner, he had suffered multiple injuries. He had sustained compression fracture on L1 (backbone) with paraplegia with bladder bowel movement. Then, the petitioner's Disability Certificate issued by Aruna Asaf Ali Hospital dated 09.12.2025 is on record. As per the same, his disability was assessed to be at 90% in relation to both lower limbs which is permanent in nature. Hence, it is apparent that he has lost his capacity to work. Accordingly, ***it is held that the petitioner shall be entitled to the loss of income for 12 months i.e. Rs.21,927/- x 12 = Rs. 2,63,124/-. Loss of income for 24 months is not granted as the same shall be covered under loss of future income, as the same shall be calculated as per his age as on the date of the accident.***

<u>Loss of future earnings due to disability:</u>

27. It is submitted by Ld. Counsel for the petitioner that the petitioner has suffered 90% permanent disability. Due to the same, he is unable to work. Hence, his functional disability may be considered as 100%.

28. *In the case of* ***Raj Kumar Vs. Ajay Kumar & Ors. (2011) 1 SCC 34,*** *Hon'ble Supreme Court held as under:*

> *"**Where the claimant suffers a permanent disability as a result of injuries, the assessment of compensation under the head of loss of future earnings, would depend upon the effect and impact of such permanent disability on his earning capacity. The Tribunal should not mechanically apply the percentage of permanent disability as the percentage of economic loss or loss of earning capacity. In most of the cases, the percentage of economic loss, that is, percentage of loss of earning capacity, arising from a permanent disability will be different from the percentage of permanent disability.** Some Tribunals wrongly assume that in all cases, a particular extent (percentage) of permanent disability would result in a corresponding loss of earning capacity, and consequently, if the evidence produced show 45% as the permanent disability, will hold that there is 45% loss of future earning capacity. In most of the cases, equating the extent (percentage) of loss of earning capacity to the extent (percentage) of permanent disability will result in award of either too low or too high a compensation. **What requires to be assessed by the Tribunal is the effect of the permanently disability on the earning capacity of the injured; and after assessing the loss of earning capacity in terms of a percentage of the income, it has to be quantified in terns of money, to arrive at the future loss of earnings (by applying the standard multiplier method used to determine loss of dependency).**"*

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29. Hence, the Tribunal has to examine as to how the disability suffered by the petitioner ***affects his ability to earn.*** *The disability of the petitioner is not disputed. As per the Disability Certificate, the petitioner has suffered 90% permanent disability in his both lower limbs.*

30. The petitioner has proved his medical record. His discharge summary issued by RML Hospital, Delhi is on record as per which he had sustained compression fracture on L1 (backbone) with paraplegia with bladder bowel movement. Then, the petitioner's Disability Certificate issued by Aruna Asaf Ali Hospital dated 09.12.2025 is on record. As per the same, his disability was assessed to be at 90% in relation to both lower limbs which is permanent in nature. Hence, it is apparent that the petitioner would be unable to work in the future. Due to the said accident, he has been rendered incapable to walk, control his bowel movements and even move his lower part of the body. Hence, his functional disability is ascertained to be as ***100%.***

31. This Tribunal has already assumed the monthly income of petitioner to be ***Rs.21,927/-*** *at the relevant time. As far as the age of petitioner at the time of accident is concerned, as per the petitioner's 10th class marksheet Ex. PW1/5, his date of birth is 02.10.1989. The date of accident is 11.11.2024. Hence, the age of petitioner as on the date of accident was* ***35 years, 1 month and 9 days.*** *Therefore, in view of the law laid down by the Hon'ble Supreme Court in case of* ***Sarla Verma & Ors. Vs. Delhi Transport Corporation & Anr.,(2009) 6 SCC 121,*** *which has also been upheld by the Constitution Bench of the Hon'ble Supreme Court in a recent judgment dated 31.10.2017 given in the case of*

National Insurance Company Ltd. vs. Pranay Sethi & Ors. SLP (Civil) No. 25590 of 2014, *the multiplier of* ***'16'*** *is held applicable for calculating the loss of future earnings of petitioner arising out of his above disability.*

32. In view of the judgment of ***National Insurance Company Limited v. Pranay Sethi & Ors; (2017) 16 SCC 680,*** *it was observed that the Claimants would be entitled to 40% for future prospects as the deceased was less than 40 years of age. As already discussed in the preceding para, the income of the petitioner has been taken as* ***Rs.21,927/-.*** *In view of the above, the loss of Income on account of functional disability is calculated as under:*

Monthly income	***Rs.21,927/-***
Annual Income	***Rs.21,927/- x 12 = Rs. 2,63,124/-***
Add Future Prospects @40%	***Rs. 1,05,249.60 (rounded off to Rs. 1,05,250/-)***
Total income	***Rs. 3,68,374/-***
Disability @ 100%	***Rs. 3,68,374/- x 100%= Rs. 3,68,374/-***
Loss of Income after multiplier (16)	***Rs. 3,68,374/- x 16 = Rs. 58,93,984/-***

33. Thus, keeping in view the nature of injuries sustained by the petitioner as well as the disability suffered by him, ***it is held that the petitioner shall be entitled to Rs. 58,93,984/- under the head future loss of income.]***[1]

1 The paras no. 21 to 33 are modified vide order dated 10.09.2026.

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<u>Special diet:</u>

34. The petitioner is claiming a sum of Rs. 1,00,000/- towards special diet. There is no bill to support his plea. In the present case, the petitioner has suffered paraplegia with loss of bowel control. In ***Jyoti Singh v. Nand Kishore & Ors. (2023) 300 DLT 436,*** in a case with similar facts, the Hon'ble High Court of Delhi observed that:

> "*In the appellant's case, a special diet has been necessitated on account of her extended debilitation and for her to keep herself in fair health, she would need high protein supplements for the rest of her life as opined by Dr. Mathew Varghese. The MACT has awarded her only Rs. 36,200/-. Since she would need this special diet for the rest of her life, therefore, by using the multiplier of 18, the compensation for special diet is increased to Rs. 6,51,600/-.*"

35. In view of the said observations and keeping in view the nature of injury suffered by the petitioner, a sum of Rs. 50,000/- is awarded to the petitioner under the head of special diet. Further, applying the multiplier of 16 as applied by the Hon'ble High Court, **an amount of Rs. 8,00,000/- is awarded to the petitioner under the head of special diet.**

<u>Conveyance charges:</u>

36. The petitioner is claiming a sum of Rs. 75,000/- towards conveyance charges. Admittedly there is no document showing expense on conveyance, however, considering his injuries and paralysis, this Tribunal is of the view that the **petitioner must have spent money on**

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conveyance and shall require funds for this purpose in the future, thus, the petitioner is awarded a sum of Rs. 75,000/- towards conveyance charges.

<u>Attendant charges:</u>

37. The petitioner has claimed a sum of Rs. 3,00,00,000/- towards attendant charges. It is submitted by Ld. Counsel for the petitioner that due to the disability of the petitioner, he is unable to move and two attendants were hired by the petitioner. However, no evidence has been led to prove the same.

38. In a similar case decided by the Hon'ble High Court of Delhi in ***Pritam Singh vs Oriental Insurance Co. & Ors. MAC.APP. 952/2011*** on 28 March, 2016 has observed as under:

> *"13. The tribunal calculated the attendant charges that were incurred by the claimant during the treatment till the filing of the petition at `3,35,000/- but for future such expenses it awarded ` 50,000/-, in lumpsum. This may not be a correct approach to the issue.* ***Since the claimant has been rendered permanently disabled to the extent of 100%, there is no doubt that he would require constant presence of attendant throughout his life. In these circumstances, the proper course would be to take care of attendant charges incurred during treatment and for future on the assumption that he would need to engage an attendant on regular basis. The expenditure towards this end can be computed on the basis of minimum wages of an unskilled worker*** *relevant to the date of accident which was ` 3516 per month. Calculated thus, the compensation for attendant charges comes to (3516 x 12 x 15) ` 6,32,800/-, rounded off to ` 6,35,000/-."*

39. Further, in ***Jyoti Singh v. Nand Kishore & Ors. (2023) 300 DLT 436,*** in a case with similar facts, the Hon'ble High Court of Delhi appreciated the fact that due to the disability of the petitioner, she would need attendant 24 hours. Hence, attendant charges for 2 attendants (2 shifts of 12 hours) were awarded. Judgment of the Hon'ble Supreme Court in ***Kajal v. Jagdish Chand (2020) 4 SCC 413*** was relied upon. The Hon'ble Supreme Court took the basis of calculation of attendant charges on the basis of minimum wages payable to a skilled worker. As per the prevalent notification, the minimum wages payable to a skilled worker as on 11.11.2024 were Rs. 21,917/-. Hence, the petitioner is awarded a sum of **Rs. 84,16,128/-** towards attendant charges (Rs. 21,917/- x 12 x 16 x 2 = Rs.84,16,128/-).

<u>Pain & Suffering, mental and physical shock & loss of amenities</u>:

40. The petitioner/injured has compositely claimed Rs. 13,00,000/- under these heads. In the present matter, the accident has rendered the petitioner immobile and confined to a chair for his life. His whole future has been destroyed. Hence, he is awarded a total amount of **Rs. 13,00,000/- towards pain and suffering, mental and physical shock & loss of amenities.**

<u>Disfiguration</u>:

41. The petitioner has claimed a sum of Rs. 2,50,000/- under this head. In view of the injuries sustained by him, the petitioner is awarded a sum of **Rs. 1,00,000/-** towards this head.

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Loss of marriage prospects

42. The petitioner/injured has not claimed any amount under this head being married.

Loss of earning, inconvenience, disappointment, frustration, mental stress, dejectment and unhappiness in future life etc.:

43. The petitioner/injured has not claimed any amount under this head. However, considering the nature of the injuries suffered by the petitioner, **a sum of Rs. 1,00,000/- is awarded to the petitioner under this head.**

Reimbursement apropos lifetime sanitary expenses & future medical expenses:

44. No such amount is claimed. However, in the present case, due to the partial paralysis suffered by the petitioner, he has lost the ability to control his bowel movement. In a similar case in ***Jyoti Singh v. Nand Kishore & Ors. (2023) 300 DLT 43,*** the Hon'ble High Court observed that:

> *"For a person suffering from incontinence and not in control of urinary or bowel movement, there would be need for diapers, pads, sanitary sheets, regular changing of bed-sheets, wet wipes, tissue-papers, medical gloves, etc. For this expense, Rs. 5,000/- per month has been assessed by the MACT. The annual expense for the same would be Rs. 60,000/-. Although the impugned award has factored this annual expense but has provided for the same through interest on FDRs. This is unfair to the injured because compensation needs to be provided on a legitimate ground. In the present case this is a necessary expense because of her medical condition, it would therefore be categorised as*

a lifetime medical expense. Also, the impugned award has assumed that the FDR rates would always be not less than 8%. The earnings from FDRs are from monies which has already been awarded to her over which the insurer cannot have any right, claim or say. The awardee has absolute right over utilisation of the same. The interest earned cannot be adjusted to set-off the liability of the person who is to pay compensation. This will be a life-time expense. Therefore, applying a multiplier of 18 for the appellant, the compensation towards 'medical and sanitary expenses' of Rs. 10,80,000/- is awarded."

45. Hence, there would be need for diapers, pads, sanitary sheets, regular changing of bed-sheets, wet wipes, tissue-papers, medical gloves, etc. Hence, relying upon the above mentioned judgment, he is awarded a total amount of **Rs. 10,80,000/- towards reimbursement apropos lifetime sanitary expenses & future medical expenses.**

[46. Accordingly, keeping in view the facts and circumstances, the material on record, and the settled principles and guidelines governing the injury cases like the present one, the compensation is being derived in the present case as under:-

NAME OF HEAD	***AMOUNT (in Rupees)***
Expenditure on Treatment	***Rs. 50,782/-***
Monthly income of injured	***Rs.21,927/-***
Loss of income x 12 months	***Rs. 2,63,124/-***
Add future prospects	***40%***
Loss of future income (income X % Earning	***Rs. 58,93,984/-***

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Capacity X Multiplier)	
Any other loss/expenditure (Reimbursement apropos lifetime sanitary expenses & future medical expenses)	***Rs. 10,80,000/-***
Expense on special diet	***Rs. 8,00,000/-***
Conveyance charges	***Rs. 75,000/-***
Attendant charges	***Rs. 84,16,128/-***
Mental & Physical Shock, Pain & Suffering & Loss of amenities	***Rs. 13,00,000/-***
Disfiguration	***Rs. 1,00,000/-***
Loss of marriage prospects	***Nil***
Loss of earning, inconvenience, hardship, disappointment, frustration, mental stress, dejectment and unhappiness in future life etc.	***Rs. 1,00,000/-***
Total	***Rs. 1,80,79,018/-***

47. In the case of ***Oriental Insurance Company Ltd. Vs. Niru @ Niharika & Ors. SLP no. 22136 of 2024 decided on 14.07.2025,*** *the Hon'ble Supreme Court has upheld awarding of 9% interest per annum. Therefore,* ***it is held that the petitioner shall be entitled to interest @ 9% per annum from the date of filing of DAR i.e. 28.05.2025 till realization.]***[2]

DISBURSEMENT

48. The Financial Statement of father of petitioner/injured was recorded by this Court/Tribunal. As per the said statement, the monthly expenses of his family are approximately Rs. 30,000/- to Rs. 35,000/- per month.

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2 The paras no. 46 & 47 are modified vide order dated 10.09.2026

49. The Hon'ble Delhi High Court vide orders dated **07.12.2018 & 08.01.2021** in **FAO No. 842/2003** under the title **Rajesh Tyagi & Ors. Vs. Jaivir Singh & Ors.** has given the following directions:

"(i) The bank shall not permit any joint name to be added in the saving account or fixed deposit accounts of the claimants i.e. saving bank accounts of the claimants shall be an individual saving bank account and not a joint account.

(ii) Original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by bank to the claimants.

(iii) The maturity amount of the FDRs be credited by the ECS in the saving bank account of the claimant near the place of their residence.

(iv) No loan, advance or withdrawal or premature discharge be allowed on the fixed deposits without the permission of the court.

(v) The concerned bank shall not issue any cheque book and/or debit card to claimants. However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall debit card(s) freeze the account of claimants so that no debit card be issued in respect of the account of claimants from any other branch of the bank.

(vi) The bank shall make an endorsement on the passbook of the claimant to the effect, that no cheque books and/or debit card have been issued and shall not be issued without the permission of the Court and the claimant shall produced the passbook with the necessary

endorsement before the Court for compliance."

50. However, in a recent judgment passed by the Hon'ble Supreme Court of India titled as **Parminder Singh vs Honey Goyal on 18 March, 2025 in S.L.P. (C) No. 4484 OF 2020** has held that :

> *"17. The case in hand pertains to the compensation awarded under the Motor Vehicles Act. The general practice followed by the insurance companies, where the compensation is not disputed, is to deposit the same before the Tribunal.* ***Instead of following that process, a direction can always be issued to transfer the amount into the bank account(s) of the claimant(s) with intimation to the Tribunal.***
>
> *17.1 For that purpose, the Tribunals at the initial stage of pleadings or at the stage of leading evidence may require the claimant(s) to furnish their bank account particulars to the Tribunal along with the requisite proof,* ***so that at the stage of passing of the award the Tribunal may direct that the amount of compensation be transferred in the account of the claimant and if there are more than one then in their respective accounts.*** *If there is no bank account, then they should be required to open the bank account either individually or jointly with family members only. It should also be mandated that, in case there is any change in the bank account particulars of the claimant(s) during the pendency of the claim petition they should update the same before the Tribunal. This should be ensured before passing of the final award. It may be ensured that the bank account should be in the name of the claimant(s) and if minor, through guardian(s) and in no case it should be a joint account with any person, who is not a family member. The transfer of the amount in the bank account, particulars of which have been furnished by the claimant(s), as mentioned in the award, shall be treated as satisfaction of the award. Intimation of compliance*

should be furnished to the Tribunal."

51. In view of the same, the award amount can now be disbursed in the Savings Bank Account of the petitioner. However, the remaining directions as passed by the Hon'ble High Court shall be complied with. It is directed that the award amount be deposited by the respondent no. 3 **in the bank account of Tribunal bearing A/c. no. 42704293960, SBI, THC, Delhi in the name of MACT-01, Central, IFSC Code: SBIN0000726.**

[52. After considering the financial statement of the petitioner, it is held that on realization of the award amount of ***Rs. 2,01,74,203/- (Rupees Two Crores One Lakh Seventy Four Thousand Two Hundred Three only), Rs. 21,74,203/- (Rupees Twenty One Lakhs Seventy Four Thousand Two Hundred Three only) alongwith accumulated interest, if any be released to the petitioner/claimant immediately by SBI, THC in his bank account maintained at State Bank of India, THC, Delhi bearing no. 44588277668, IFSC no. SBIN0000726, CIF no. 92276437429.***

53. The balance amount of Rs. 1,80,00,000/- (Rupees One Crore Eighty Lakhs only) shall be put in 180 monthly fixed deposits in his name in MACAD account of equal amount of Rs. 1,00,000/- (Rupees One Lac only) each for a period of 01 month to 180 months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. *Besides the above said amount, amount of FDRs on maturity, shall*

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automatically be transferred in his saving account maintained in a nationalized bank situated near the place of his residence without the facility of cheque book and ATM card.

54. Further, it is directed that if the amount is being disbursed to the petitioner in his savings bank accounts, he shall not avail any loan/advance facility on the FDRs without the permission of this Tribunal. Further, he shall not encash the FDRs before their maturity without the permission of this Tribunal.

55. In compliance of the directions given by Hon'ble High Court in ***FAO No. 842/2003*** *dated* ***08.01.2021****, Summary of the Award in the prescribed* ***Format-XVI*** *is as under:*

SUMMARY OF AWARD:

Date of Accident:	***11.11.2024***
Name of the Injured:	***Ravi Kumar***
Age of the Injured:	***Presently 36 years***
Occupation of the Injured:	***Not proved***
Income of the Injured:	***Rs. 21,927/- pm***
Nature of Injury:	***Grievous***
Medical Treatment taken:	***Burari Hospital, Delhi*** ***RML, Delhi***
Period of Hospitalization:	***12.11.2024 to 01.12.2024***
Whether any permanent: disability?	***Yes***

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COMPUTATION OF COMPENSATION		
Sr. No.	**Heads**	**Awarded by the Claims Tribunal**
1.	**Pecuniary Loss:**	
(i)	Expenditure on Treatment	**Rs. 50,782/-**
(ii)	Expenditure on Special Diet	**Rs. 8,00,000/-**
(iii)	Expenditure on Nursing/Attendant charges	**Rs. 84,16,128/-**
(iv)	Expenditure on Conveyance	**Rs. 75,000/-**
(v)	Monthly income of injured	**Rs.21,927/-**
(vi)	Loss of income x 12 months	**Rs. 2,63,124/-**
(vii)	Add future prospects	**40%**
viii)	Any other loss/expenditure (Reimbursement apropos lifetime sanitary expenses & future medical expenses)	**Rs. 10,80,000/-**
2.	**Non Pecuniary Loss**	
(i)	Compensation for mental and physical shock	**Rs. 13,00,000/-**
(ii)	Pain and Sufferings	
(iii)	Loss of amenities of life	
(iv)	Disfiguration	**Rs. 1,00,000/-**
(v)	Loss of marriage prospects	**Nil**
(vi)	Loss of earning, inconvenience, hardships, disappointment, frustration, mental stress, dejectment and unhappiness in future life etc.	**Rs. 1,00,000/-**
3.	**Disability resulting in loss of earning capacity:**	
(i)	Percentage of disability assessed and nature of disability as permanent or temporary	**90% permanent disability**

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(ii)	*Loss of amenities or loss of expectation of life span on account of disability*	***Nil***
(iii)	*Percentage of loss of earning capacity in relation to disability*	***100%***
(iv)	*Loss of future income – (income x % earning capacity x Multiplier)*	***Rs. 58,93,984/-***
4.	*Total Compensation*	***Rs. 1,80,79,018/-***
5.	*Interest awarded*	***9%***
6.	*Earlier award amount (which has already been received by the petitioner in terms of previous award passed by Ld. Predecessor) to be deducted from present award amount .*	***Nil***
7.	*Interest amount upto the date of award w.e.f. 28.05.2025 till realization*	***Rs. 20,95,184.83 (rounded off to Rs. 20,95,185/-)***
8.	*Total amount including Interest*	***Rs. 2,01,74,203/-***
9.	*Award amount released*	***As mentioned in para nos. 52 & 53***
10.	*Award amount kept in FDRs*	***Rs.1,80,00,000/-***
11.	*Mode of disbursement of the award amount of the claimant(s)*	***As mentioned in para nos. 52 & 53***
12.	*Next date for compliance of the award*	***10.10.2026***

LIABILITY:

56. It has been established that the offending vehicle was being driven by respondent no.1 and that respondent no.2 is the owner of the same and the offending vehicle was insured with respondent no. 3. Hence, it is directed that the respondent no. 3 shall be liable to pay the compensation to the petitioner. ***Issue No. 2 is accordingly decided in favour of the petitioner and against the respondents.***

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RELIEF:

57. The respondent no.3 is directed to deposit a sum of Rs. 1,80,79,018/- (Rupees One Crore Eighty Lakhs Seventy Nine Thousand Eighteen only) along with interest @ 9% from the date of filing of DAR i.e. 28.05.2025 till realization with the bank account of this Tribunal at SBI, THC within 30 days under intimation to the claimant, failing which the said respondent shall be liable to pay interest @ 12% per annum for the period of delay beyond 30 days. Reliance placed on case titled as Oriental Insurance Company Ltd. Vs. Niru @ Niharika & Ors. SLP no. 22136 of 2024 decided on 14.07.2025 by the Hon'ble Supreme Court.][3]

58. Ahlmad is directed to e-mail an authenticated copy of the award to the insurance company for compliance within the time granted as directed by the Hon'ble Supreme Court of India in WP (Civil) No. 534/2020 titled as ***Bajaj Allianz General Insurance Co. Pvt. Ltd.*** Vs. ***Union of India & Ors.*** on 16.03.2021. The said respondent is further directed to give intimation of deposit of the compensation amount to the claimant and shall file a compliance report with the Claims Tribunal with respect to the deposit of the compensation amount within 15 days of the deposit with a copy to the Claimant and his counsel.

Ahlmad shall also e-mail an authenticated copy of the award to Branch Manager, SBI, Tis Hazari Courts for information.

A digital copy of this award be forwarded to the parties free of cost.

3 The paras no. 52 to 57 are modified vide order dated 10.09.2026.

Ahlmad is directed to send the copy of the award to Ld. Metropolitan Magistrate concerned and Delhi Legal Services Authority in view of Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial nos. 39, 40 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A)].

Civil Nazir is directed to place a report on record on **10.10.2026** in the event of non-receipt/deposit of the compensation amount within the time granted.

Further, Civil Nazir is directed to maintain the record in Form XVIII in view of Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial no. 41 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A).

Ahlmad is further directed to comply with the directions passed by the Hon'ble High Court of Delhi in MAC APP No. 10/2021 titled as ***New India Assurance Company Ltd.*** Vs. ***Sangeeta Vaid & Ors.***, date of decision : 06.01.2021 regarding digitisation of the records.

File be consigned to Record Room after due compliance.

Announced in the open Court today
on this 10th September, 2026

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(RUCHIKA SINGLA)
PO, MACT-01, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI.