IN THE COURT OF VIJAY KUMAR JHA
PRESIDING OFFICER:
MOTOR ACCIDENT CLAIMS TRIBUNAL-01, SHAHDARA
KARKARDOOMA COURTS, DELHI

In the matter of :

MACT no. 69/2024
CNR no. DLSH01-000737-2024
Manoj Kumar v. Ram Singh & Ors.

Manoj Kumar (Injured)
S/o Sh. Bhola Ram
R/o B-229, Gokalpuri, Delhi.
Mobile Phone no. 9310502721 ….....…..**Petitioner**

Versus

1). **Ram Singh** (Driver)
S/o Sh. Surajbhan
R/o Flat no.18, Bannu Enclave, Pitampura, Delhi.
Mobile Phone no. 9958556377

2). **Chanchal Gupta** (Regd. Owner)
D/o Sh. Mukesh Kumar Gupta
R/o N-119/78, Dera Gazi Khan, Parvana, Pitampura,
Shakurbasti, Delhi.
Mobile Phone no. 8920380379

3). **Go-Digit General Insurance Co. Ltd.** (Insurer)
Nehru Place, New Delhi. ...….**Respondents**

Date of institution : 02.02.2024
Final arguments heard : 20.07.2026
Date of Award : 20.07.2026

J U D G M E N T

1. The present DAR (Detailed Accident Report) was filed in respect of

the injuries sustained by the petitioner Manoj Kumar in a motor vehicular accident that occurred on 27.11.2023 within the jurisdiction of this Tribunal.

2. The material facts of the case as emerged from the DAR are that on 27.11.2023 at about 09:50 p.m., the petitioner Manoj Kumar was driving his motorcycle bearing registration number DL5SCA-6995 with his friend Gopal Singh sitting on the pillion seat towards his residence from Mandoli, Delhi and when he reached near Bhopura Toll Tax, Bus Stand, Nand Nagri, Delhi, all of a sudden, a car bearing registration number DL8CAE-4639 (in short "**offending vehicle**") being driven by respondent no.1 Ram Singh at a high speed, rashly and negligently came and hit the motorcycle with a great force, as a result, the petitioner Manoj Kumar and his friend Gopal (pillion rider) fell down on road and received injuries. Immediately after the accident, the petitioner was removed to Trauma Center, Kashmere Gate, Delhi, where his MLC was prepared vide MLC no.2961/23).

3. In connection with the accident, FIR no.778/2023, under sections 279/338 IPC was registered at PS Nand Nagri, Delhi on 05.12.2023. During investigation, it was found out that, at the time of the accident, the offending vehicle was being driven by the respondent no.1, owned by respondent no.2 and insured with respondent no.3. After completion of the investigation, charge-sheet against the respondent no.1 as accused was filed before the concerned court and present DAR against the respondents was filed before this Tribunal.

4. At the time of filing of the DAR, all the respondents appeared and they were directed to file their written-statements, however, despite expiry of the stipulated period, the respondent no.1 and 2 did not file their written-statement and therefore, their right to file the written-statement was closed vide order dated 18.03.2024.

5. In the only reply/ written-statement to the DAR, filed on behalf of the respondent no.3/ insurance company, a legal offer of Rs.1,00,000/- for settlement of the case was submitted, however, the same was not accepted by the petitioner.

6. Upon completion of pleadings of the parties, vide order dated 18.03.2024, following issues were framed:

    1. Whether petitioner suffered injuries during the accident occurred on 27.11.2023 at about 09:50 p.m., at Bhopura Toll to Bus Stand, Nand Nagri, within the jurisdiction of PS Nand Nagri due to rash and negligent driving of the vehicle bearing no. DL8CAE-4639 being driven by respondent no.1/ driver? OPP
    2. Whether the petitioner is entitled for compensation, if so, to what extent and from whom? OPP
    3. Relief.

7. In order to establish his claim, the petitioner got the following witnesses examined:

    (a) PW1 Manoj Kumar, the petitioner, testified on the strength of his affidavit Ex.PW1/A regarding the manner of accident, injuries sustained, treatment taken and losses suffered as a result of injuries and relied upon his following documents:

1. The DAR as Ex.PW1/1 (colly).
2. Copy of Aadhaar Card as Ex.PW1/2 (OSR).
3. Copy PAN Card as Ex.PW1/2A (OSR).
4. NCR of lost Driving License as Ex.PW1/2B.
5. Copy of employee I.D. Card as Ex.PW1/3 (OSR).
6. Copy of class X mark-sheet as Ex.PW1/3A (OSR).
7. Original treatment documents as Ex.PW1/4 (colly).
8. Original medical bills as Ex.PW1/5 (colly).
9. Photographs of injury mentioned as Ex.PW1/6 in affidavit are not on record.
10. Income documents as Ex.PW1/7 (colly).
11. Permanent disability certificate mentioned as Ex.PW1/8 in affidavit also is not on record.

(b) PW2 Dr. Parth Yadav, Senior Resident (Ortho), GTB Hospital, Delhi, produced the record pertaining to disability assessment of the petitioner and proved the disability certificate no. 1371/92/11/2024, dated 28.11.2024 as Ex.PW2/A, as per which the petitioner was assessed to have suffered 24% permanent disability in relation to left upper limb. PW2 also produced the assessment sheet with respect to disability evaluation of the petitioner and proved the same as Ex.PW2/B (OSR) along with the assessment chart as Ex.PW2/C (OSR).

8. On the other hand, the respondents examined the following witnesses:

(a) R2W1 Sh. Kiran Pal Singh, District Staff Officer, O/o Directorate General of Home Guards, Delhi produced the record of employment, salary, attendance, posting and transfer record/

orders of the petitioner Manoj Kumar, as Ex.R2W1/1 to Ex.R2W1/8.

9. This Tribunal also examined one witness, i.e. the petitioner Manoj Kumar under Section 168 of Bhartiya Sakshya Adhiniyam on 20.07.2026.

10. I heard the final arguments advanced by learned counsels for the petitioner and also perused the evidence and other materials placed on record. My findings on the issues are as under:-

ISSUE NO.1

Whether petitioner suffered injuries during the accident occurred on 27.11.2023 at about 09:50 p.m., at Bhopura Toll to Bus Stand, Nand Nagri, within the jurisdiction of PS Nand Nagri due to rash and negligent driving of the vehicle bearing no. DL8CAE-4639 being driven by respondent no.1/ driver? OPP

11. It is settled proposition of law that in an action founded on the principle of fault liability, the proof of rash and negligent driving of the offending vehicle is *sine-qua-non*. However, the standard of proof is not as strict as applied in criminal cases and evidence is to be tested on the touchstone of the preponderance of probabilities. A holistic view is to be taken while dealing with the Claim Petition based upon negligence. Strict rules of evidence are not applicable in an inquiry conducted by the Claims Tribunal. Reference may be made to the judgments titled as **New India Assurance Co. Ltd. v. Sakshi Bhutani & Others.**, MAC APP. No. 550/2011 decided on 02.07.2012, **Bimla Devi & Others v. Himachal Road Transport Corporation & Others** (2009) 13 SC 530, **Parmeshwari v. Amirchand**

& Others 2011 (1) SCR 1096 **& Mangla Ram v. Oriental Insurance Company Ltd. & Others 2**018, Law Suit (SC) 303.

12. Now coming to the issue, it is seen that by way of the written statement filed on behalf of the respondent no.3/ insurance company, a legal offer of Rs.1,00,000/- for settlement of the case was made, however, the amount of legal offer was not accepted by the petitioner on the ground that he has suffered a permanent disability and is entitled to higher compensation than legal offer amount.

13. As per directions given in Form-II of the new *Scheme for Motor Accident Claims*, formulated by Hon'ble High Court of Delhi vide judgment dated 08.01.2021 in FAO 842/2023, Rajesh Tyagi & Ors. v. Jaibir Singh & Ors., in case, the amount offered by the insurance company is not acceptable to the claimant, the Tribunal shall hear the arguments qua the quantum of compensation and pass an award. In view of the said stipulation, no findings are required on issue no.1.

14. Moreover, the very fact of making the legal offer indicates that the respondent insurance company has accepted the fact that the respondent no.1 i.e., the driver of the offending vehicle was at fault for the accident in question and also the fact that the offending vehicle was duly insured with the respondent no.3 and further that there were no policy violations and the insurance company did not have any statutory defence in this case. The very purpose of the trial or an inquiry conducted by a Motor Accident Claims Tribunal is to ascertain the real and true facts, as any law/ provision of law is applicable on facts proved, as the proved facts are assumed to be true

and till the facts in dispute are not proved beyond reasonable doubt in the case of criminal trial and on the balance of probability in civil trial and before this Tribunal, the applicable law cannot be applied for deciding the litigation one way or another. One of the basic tenets of the law of proof of facts before the Court/ Tribunal is that any fact that is admitted by the party or any agent duly authorized by the party to the litigation, which is against the interest of the party admitting such facts, such facts may not be proved by the opposite party and the Tribunal need not go into the question of veracity of such facts which are admitted for the purpose of conferment or taking away any right, title or interest involved in the litigation.

15. Also, it is observed that friend of the petitioner, namely Gopal, who was sitting as pillion on the motorcycle of the petitioner at the time of accident, had also received injuries in the accident and with respect to him, a separate DAR was filed before this Tribunal, which was registered vide MACT no.68/2024. However, on 20.05.2024, at joint request made on behalf of the injured Gopal and insurance company, the said matter was settled between them and accordingly, an award of Rs.1,00,000/- in favour of the injured Gopal and against the respondent no.3/ Go Digit General Insurance Co. Ltd. was passed by this Tribunal on 20.05.2024. This fact further confirms that the involvement of the offending vehicle in the accident by rash and negligent driving of the respondent no.1 is not in dispute.

16. Apart from above, it is not disputed that the respondent no.1 was charge-sheeted in the criminal case by the police after detailed investigation and in a motor vehicle accident claim case, the contents

of charge-sheet indicate that the accident of the deceased in which he received injury was caused due to the sole rash and negligent driving of the offending vehicle by respondent no.1.

17. Furthermore, the respondent no.1, the driver of the offending vehicle, was the best witness who could have stepped into the witness box to challenge the testimony of the petitioner regarding the above accident and its manner but he preferred not to enter the witness box during the course of inquiry. Thus, an adverse inference in the facts and circumstances of the present case is liable to be drawn against the driver/ respondent no.1 to the effect that the accident in question occurred due to rash and negligent driving of the offending vehicle by him [refer: **Cholamandalam M.S. General Insurance Company Ltd. v. Kamlesh, 2009(3) AD (Delhi) 310**].

18. Also it is observed that the MLC of the petitioner Manoj, prepared at Loknayak Hospital, New Delhi vide MLC no.2961/23, dated 28.11.2023 at 12:05 a.m., which is part of the DAR, makes it clear that the petitioner in injured condition was brought to said hospital at 10:00 p.m. on 27.11.2023 with the history of RTA near Mandoli Jail and he was observed to have received multiple injuries that were opined to be grievous in nature by the examining doctor.

19. Thus, in the light of the above discussion and the evidence brought on record, it is held that it has been proved on record on the basis of the preponderance of probabilities that the accident had occurred due to rash and negligent driving of the offending vehicle by respondent no.1 and that resulted into grievous injuries to the petitioner. Issue

no.1 is, accordingly, decided in favour of the petitioner.

ISSUE NO.2

Whether the petitioner is entitled for compensation, if so, to what extent and from whom? OPP

20. In view of the findings on issue no.1, it is held that the petitioner is entitled to the compensation.

COMPUTATION OF COMPENSATION

21. Section 168 of Motor Vehicles Act, 1988, enjoins the claim Tribunal to hold an inquiry into the claim to make an award determining the amount of compensation, which appears to be just and reasonable. As per settled law, compensation is not expected to be a windfall or a bonanza nor it should be a pittance. "Just compensation" cannot be equated with bonanza but it suggests application of fair and equitable principles and reasonable approach of the Tribunal while awarding the compensation. This reasonableness must be on large peripheral field. A man is not compensated for the physical injury that he might have received in the accident caused by the motor vehicle in a public place, rather he is compensated for the loss, which he suffered as a result of that injury that he suffered in the accident. **[Ref. Yadava Kumar v. National Insurance Co. Ltd., (2010) 10 SCC 34; Raj Kumar v. Ajay Kumar, (2011) 1 SCC 343; Puttamma v. K.L. Narayana Reddy, (2013) 15 SCC 45] and Mr. R.D. Hattangadi v. M/S Pest Control (India) Pvt. Ltd., 1995 AIR 755.**

In the light of the aforementioned judgments, the compensation to which the petitioner is entitled shall be as under:-

PECUNIARY DAMAGES :

Medical Expenses

22. The petitioner (PW1) has filed a final bill of Rs.1,35,700/-, raised by Sir Ganga Ram Hospital, New Delhi with respect to hospitalization of the petitioner from 26.12.2023 to 27.12.2023. Said bill was paid on behalf of the petitioner vide receipt no. 2023-12/125054, dated 26.12.2023 and receipt no.2023-12/125940, dated 27.12.2023. One more bill of Rs.160/- for dressing charge, dated 03.01.2024 has also been filed. These bills have been proved as Ex.PW1/5 (colly). The bills are in original and are found in order. Hence, the petitioner is granted a total sum of **Rs.1,35,860/-** (1,35,700+160) under this head.

Loss of Income (During Treatment)

23. The treatment record Ex.PW1/4 (colly) shows that after the accident on 27.11.2023, the petitioner was taken to the Casualty of Sushruta Trauma Centre (Annexe of Loknayak Hospital), New Delhi, where his MLC was prepared. As per X-ray reports, the petitioner was diagnosed to have suffered a fracture of the shaft of the humerus left side open grade-I and the injuries so suffered were opined to be grievous in nature in the MLC. As per Followup OPD Card, dated 01.12.2023, the petitioner was prescribed medicines for 15 days. Further, the Discharge Summary issued by Sir Ganga Ram Hospital, New Delhi shows that the petitioner remained hospitalized in the said hospital from 26.12.2023 to 27.12.2023. As per discharge summary, during hospitalization, *open reduction internal fixation with plate osteosynthesis with bone grafting for fractures and shaft of humerus left side under GA* was done on 26.12.2023 and

medicines for one week were prescribed. The treatment record further reveals that after being discharged from Sir Ganga Ram Hospital, the petitioner had to visit OPD of the said hospital for his further treatment on 13.12.2023, 03.01.2024 and 10.01.2024. Further, regarding absence of the injured, R2W1 has proved on record as report Ex.R2W1/7 which shows that the injured (Manoj Kumar, Home Guard 10191178 remained absent from duty from 26.11.2023 to 02.02.2024 i.e. for about 67 days. Considering the nature of injury, period of hospitalization as well as further treatment period, it may be safely assumed that the petitioner might not have been able to do any work for a period of about **67 days** during his treatment and hence, he deserves to be compensated for this period.

24. The petitioner in his affidavit of evidence Ex.PW1/A has stated that at the time of the accident he was working as DHG (Bus Martial) in Director General of Home Guards and was posted at Rajghat, Delhi and was earning Rs.27,300/-. Though no salary slip has been produced by the petitioner in support of his said income, however, the employment documents produced by R2W1 show that vide order no. 82/2019, dated 26.10.2019 Ex.R2W1/1, issued by Commandant Home Guards, Delhi, the injured Manoj Kumar S/o Sh. Bhola Ram was appointed as Home Guard Volunteer and he was directed to report to DTC Hasan Pur Depot for duty as Bus Marshal for DTC cluster buses. There is copy of the order dated 05.06.2023 issued by Commandant Home Guards, Delhi, O/o DG Home Guards, New Delhi which shows the revision of DA from 38% to 42% w.e.f. 01.01.2023 and calculation of Daily Duty Allowance, as follows:

Basic Pay	Rs.18,000/-
Dearness Allowance @ 42%	Rs.7,600/-
Conveyance Allowance (Rs.40/- per day)	Rs.1,200/-
Total	Rs.26,700/-

25. The date of the accident is 27.11.2023 and since the DA is revised twice in a year, i.e., in January and July, the DA as revised w.e.f. 01.07.2023 shall be applicable in case of the injured herein. The DA w.e.f. 01.07.2023 was revised to 46% from 42%. Accordingly, the calculation of Daily Duty Allowance, w.e.f. 01.07.2023 would be as under:

Basic Pay	Rs.18,000/-
Dearness Allowance @ 46%	Rs.8,280/-
Conveyance Allowance (Rs.40/- per day)	Rs.1,200/-
Total	Rs.27,480/-

26. Hence, the income of the injured/ petitioner on the date of accident is assessed as 27,480/- per month i.e., Rs.916/- per day and accordingly, a sum of **Rs.61,372/-** (916x67) is granted to the petitioner on account of loss of income of 67 days during treatment.

Loss of Future Earnings (Due to Disability)

27. Though the injured/ petitioner in his affidavit Ex.PW1/A has stated that he is permanently disabled due to injuries suffered, which have totally curtailed his working capacity, however, R2W1 (District Staff Officer from O/o DG Home Guards, Delhi) has produced the employment, salary and attendance record of the petitioner, as under:

(i) The order of appointment of Manoj Kumar, dated 26.10.2019 as Home Guard Volunteer for Bus

Marshal, DTC/ Cluster Buses is **Ex.R2W1/1**.

(ii) The office orders qua salary of Home Guard Volunteers, revised from time to time are **Ex.R2W1/2** (colly).

(iii) The transfer orders of Manoj Kumar are **Ex.R2W1/3** (colly).

(iv) The attendance record of Home Guard Volunteers including Manoj Kumar are **Ex.R2W1/4** (colly).

(v) The DTC Bank List showing credit of salary to Home Guard volunteers, including Manoj Kumar, into his bank account for the months from July-2025 to October-2025 are Ex.R2W1/5 (colly).

(vi) The attendance record for the period from September 2023 to June 2025. The same is exhibited as **Ex.R2W1/6** (colly).

(vii) The brief summary of attendance for the above said period along with brief summary of the absence for the period from 26.11.2023 to 02.02.2024. The same is exhibited as **Ex.R2W1/7** (colly.-2 sheets).

(viii) The Bank List showing credit of salary to Home Guard Volunteers including Manoj Kumar into his bank account for the months of September 2023 to June 2025. Same is exhibited as **Ex.R2W1/8** (colly).

28. The Ld. Counsel for the petitioner has taken objection as to mode of proof of the documents Ex.R2W1/6 to R2W1/8 and the documents that have been objected to are the documents which as per the deposition of R2W1 were maintained by the department in the usual course. The documents are a brief summary of attendance of the petitioner and the Bank list showing credit of salary to Home Guard

volunteers, including the petitioner. It is not the case of the petitioner that R2W1 Sh. Kiran Pal Singh had any ill will or animosity with the petitioner, which could have been the motive of fabricating the documents regarding which the learned counsel for the petitioner has taken objection. In the light of the facts as stated by the petitioner in his statement recorded by the Tribunal under section 168 of BSA (Bharatiya Sakshya Adhiniyam) on 20.07.2026, the fact that Indian Evidence Act/ BSA is not applicable in an inquiry proceedings before the Motor Accident Claims Tribunal with all its rigours and on the balance of probability Ex.R2W1/6 to R2W1/8 reflect the true state of facts regarding the attendance and the credit of salary and therefore, the same can be considered by the Tribunal as proof of facts stated in the said documents as if those documents are duly proved in spite of the objections.

29. Perusal of above record shows that the petitioner Manoj Kumar (Enrollment no. 10191178) was enrolled as Home Guard Volunteer vide office order no.82/2019, dated 26.10.2019 Ex.R2W1/1 and was directed to report to DTC Hasan Pur Depot for duty as Bus Marshal for DTC/ Cluster Buses. Further, vide order dated 29.06.2022 Ex.R2W1/3, he was transferred to Rajghat-1 Depot. Vide order dated 17.01.2025, he was transferred to Nand Nagri Depot.

30. The petitioner Manoj Kumar has been examined by the Tribunal also under Section 168 of BSA, which is reproduced as under:

> "Other than I am having a saving bank account in SBI, I have also an account in Post Office, Gokalpuri. I used to receive my salary in my SBI account. I never received my salary in

my account in Post Office, Gokalpuri. During the time of accident which had happened on 27.11.2023, I was working as bus martial. After the accident on 27.11.2023, I have never worked as bus martial. My Incharge of Rajghat Bus Depot used to mark my presence regarding the day on which I used to discharge my duty of bus martial.

Court Q: Did you discharge the duty as bus martial in the month of February 2024 for 15 days, March 2024 for 15 days, April 2024 for 22 days, May 2024 for 18 days, June 2024 for 18 days, July 2024 for 18 days, August 2024 for 19 days, September 2024 for 9 days, October 2024 for 13 days, November 2024 for 17 days, December 2024 for 18 days.

Answer: I do not recollect.

Court Q: Did you discharge the duty as bus martial in the month of February 2025 for 11 days, March 2025 for 7 days, April, 2025, for 19 days?

Answer: After requesting the sr. officers I had discharged my duty including as bus martial at other places.

Court Q: Did you discharge the duty as bus martial in the month of May 2025 for 7 days, June 2025 for 17 days, July 2025 for 11 days?

Answer: I do not recollect.

I have five brothers, parents and my son are living together. Household expenses are borne by my father, who is a pensioner. As on today if I get work of a labourer I do it. In the month of June 2026, I have earned Rs.25-26,000/-. I used to use my earning towards household expenses.

Court Q : When the Tribunal had earlier asked you as to who was bearing your household expenses, you stated that your father was bearing the expenses and later you stated that in June 2026 you had earned Rs.25-26,000/- which you contributed in running your house. Explain the disparity in your statement?

Answer: I thought that I was being asked during the time when I was injured."

31. The disablement and loss of earning capacity are two different aspects and not substitute to each other and the loss of income has to be seen considering the profession in which petitioner was engaged at the time of the accident. Though the petitioner during his examination under Section 168 BSA recorded by the Tribunal on 20.07.2026 has stated that after the accident on 27.11.2023, he never worked as bus martial and when he was specifically put the number of days for which he performed duty as bus martial in the months of February 2024 to December 2024, he stated that he does not recollect, however, he admitted to have discharged his duties as bus martial in the month of February 2025 to 11 days, in March 2025 for 7 days and in April 2025 for 19 days. Further, the record produced by R2W1 by entering into the witness box on 19.01.2026 includes the attendance record Ex.R2W1/4 (colly) till December 2025, which shows that the petitioner had worked for 16 days in December 2025. Therefore, the deposition of the witness in his examination under Section 168 of BSA that after his accident on 27.11.2023, he never worked as bus martial proves to be false. His further statement during his examination under Section 168 BSA, that "as on today if I get work of a labourer, I do it. In the month of June, 2026, I have earned Rs.25-26,000/-" also appears to be not absolutely true to the extent that he is earning such amount from work of a labourer, whereas from the record produced by R2W1, it is inferred that he is

still doing the same job of Home Guard Volunteer and he might have earned Rs.25-26,000/- in month of June 2026 from said job. Therefore, the petitioner shall be entitled to loss of future income only after the age of superannuation.

32. As per disability certificate no. 1371/92/11/2024, dated 28.11.2024, which has been proved as Ex.PW2/A by PW2 Dr. Parth Yadav, the petitioner has suffered 24% permanent disability in relation to left upper limb. PW2 also proved assessment sheet Ex.PW2/B along with the assessment chart Ex.PW2/C with respect to disability evaluation of the petitioner. PW2 (doctor) has made it clear that as per assessment done on 22.11.2024, the patient had some difficulty in lifting objects overhead, drinking water, buttoning, tying dhoti, eating, holding pen, putting shirt or kurta. Thus, functional disability in respect of his whole body may be considered 12%. Accordingly, taking the superannuation age of petitioner to be 60 years, multiplier of 9 would be applicable.

33. Admittedly, the petitioner was working as Home Guard Volunteer and was drawing salary of Rs.27,480/- at the time of the accident, as assessed above, and he was aged 44 years at the time of the accident (as per the date of birth i.e. 30.08.1979 mentioned on his employment I.D. Card Ex.PW1/3). In view of this, future prospects @ 25% are required to be considered. Applying the multiplier 9 and future prospects @ 25% with 12% loss of income, the total loss of future income would come to be **Rs.4,45,176/-** [(12% of 27,480x125/100)x9x12) and this amount is awarded to the petitioner.

<u>Special Diet, Conveyance & Attendant Charges</u>

34. Though the petitioner has not led any documentary evidence in respect of the money spent by him towards special diet, transport expenses and attendant charges. As per MLC, the petitioner received grievous injury. Further, the Discharge Summary placed on record shows that the petitioner remained admitted in Sir Ganga Ram Hospital from 26.12.2023 to 27.12.2023 and during hospitalization, *open reduction internal fixation with plate osteosynthesis with bone grafting for fracture and shaft of humerus left side under GA* was done on 26.12.2023. Apart from hospitalization, the petitioner's treatment also continued in OPD of Sir Ganga Ram Hospital, New Delhi, where he made a number of visits till 10.01.2024 as per OPD documents placed on record. Considering the nature of injury and the period of treatment, an inference can be drawn that the petitioner had to spend a reasonable amount on high and rich protein diet for the purpose of early recovery, especially post-surgery, as well as for visiting the hospital/ doctor during further treatment. The petitioner is also required to be granted attendant charges to compensate the work/ job of his family members, which would definitely have suffered in attending him during the treatment period **(Refer : DTC & Ors Vs. Lalita, 1983 ACJ 253)**. Accordingly, the petitioner is entitled to compensation of Rs.40,000/- each for special diet and attendant and Rs.20,000/- for conveyance. Hence, a total sum of **Rs.1,00,000/-** is awarded to the petitioner under this head.

<u>NON PECUNIARY DAMAGES:</u>

<u>Pain & Sufferings and Loss of Amenities</u>

35. As per MLC, on local examination, the petitioner was observed as follows: (i) Abrasion present on left leg 3x2 cm approx, (ii) Tenderness present on left arm. X-rays were done and as per medical record, the injuries so suffered were opined to be grievous in nature in MLC. Further, as the discharge summary, the petitioner was diagnosed to have suffered 'fracture mid shaft of humerus-left side'. He had to undergo surgery on 26.12.2023 in Sir Ganga Ram Hospital during hospitalization from 26.12.2023 to 27.12.2023. It is also evident, that even despite completion of the treatment, the petitioner has suffered 24% permanent disability in relation to left upper limb. The disability certificate shows that the disability is permanent in nature and is not likely to improve. Hence, it is clear that due to the injuries sustained in the accident, the petitioner during his treatment must have gone through immense pain and sufferings and further, due to said permanent disability, he is bound to face difficulties and hindrance to enjoy the amenities of life to the fullest. Therefore, this Tribunal awards a sum of Rs.50,000/- for pain and suffering and Rs.1,00,000/- for loss of amenities. Accordingly, a total sum of **Rs.1,50,000/-** is awarded to the petitioner under this head.

36. Thus, the compensation is summarized as under:-

S. No.	**Head of compensation**	**Amount**
1.	Medical Expenses	Rs.1,35,860/-
2.	Loss of Earnings (During Treatment)	Rs.61,372/-
3.	Loss of Future Income (Due to Disability)	Rs.4,45,176/-
4.	Special Diet, Conveyance & Attendant Charges	Rs.1,00,000/-
5.	Pain & Sufferings & Loss of Amenities	Rs.1,50,000/-
	Total	Rs.8,92,408/-

INTEREST

37. The petitioner has pursued his case diligently and therefore; he is entitled for the interest on the award amount @ 7% per annum from the date of filing of the DAR till realization.

LIABILITY

38. Now, the question arises as to which of the respondents is liable to pay the compensation amount. An insurance company has contractual and statutory liability to indemnify the insured if any term or condition of insurance policy is not breached/ violated by insured. In this case, there is no statutory defence with the insurance company and it has offered a settlement amount to the petitioner in the form of legal offer. Hence, insurance company/ respondent no.3 is held liable to pay the compensation to the petitioner.

RELIEF

39. In the light of the decision on substantive issues framed, the present claim petition is allowed and the following award is being passed:

AWARD

40. This Tribunal awards a compensation of **Rs.8,92,408/-** (Rs. Eight Lakhs Ninety Two Thousand Four Hundred Eight Only) to the petitioner along with interest @ 7% per annum from the date of filling of DAR (02.02.2024) till realization. The interim compensation, if any, shall be adjusted against this award amount.

41. The respondent no.3/ Go Digit GIC Ltd. is directed to deposit the award amount in A/c no.20780110171912 (IFSC: UCBA0002078),

UCO Bank, Karkardooma, Delhi, of PO MACT, Shahdara, through RTGS/ NEFT, within 30 days from today.

Disbursement of Award Amount

42. The Manager, UCO Bank is directed that after compliance of the award, a sum of Rs.92,408/- along with interest thereon shall be instantly released to the petitioner Manoj Kumar by way of transferring the said amount into his MACT Saving Bank A/c and rest of the award amount, amounting to Rs.8 Lakhs along with the corresponding interest shall be kept secured with UCO Bank, KKD Courts, Delhi in MACAD (Motor Accident Claims Annuity Deposit) in the form of 40 monthly FDRs (fixed deposit receipts) to be prepared in his name, payable to him in equal amounts for a period of 1 to 40 months in succession, as per the scheme formulated by Hon'ble Delhi High Court vide order dated 07.12.2018 in FAO No. 8433/2003, titled as **Rajesh Tyagi & Others v. Jaibir Singh & Others**.

Directions to the Petitioner & his Bank:

43. The terms of disbursement as directed above shall come into effect subject to the compliance of following conditions:

(a) The petitioner shall get opened his Saving Bank Account in any nationalized bank near the place of his residence, if already not opened. The concerned Bank Manager of the Bank where the petitioner already has a bank account or a new bank account is opened, is directed as follows:

(i) No Cheque Book and ATM/ Debit Card be issued to the petitioner without permission of the Court/MACT Tribunal. However, in case the ATM/Debit Card and/or Cheque Book have already been issued, bank shall cancel the same before the disbursement of the amount.

(ii) The Bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the petitioner. However, money may be released by means of a withdrawal slip.

(iii) The Bank Manager of petitioner's bank is also directed to make endorsement regarding compliance of aforesaid directions on the passbook.

(b) After the Bank Manager makes the endorsement regarding compliance of the aforesaid directions on the bank passbook of the petitioner, the petitioner shall produce the original passbook having the said endorsements as well as their Aadhaar Card and PAN Card before the Tribunal on the next date of hearing or in any case before hearing the final arguments.

(c) If the petitioner fails to comply with the said direction, the disbursement of the award amount (if the award is passed) shall be made subject to the following conditions:

(i) The petitioner shall have to open a MACT compliant Bank account in the UCO Bank, Karkardooma, subject to aforesaid terms and conditions and the petitioner(s) shall also furnish details of the branch of UCO bank near the place of petitioner's residence to which the bank account of the petitioner in the UCO bank, Karkardooma branch may be transferred subject to all hereinabove conditions.

44. As per Annexure-XIII of 'The Central Motor Vehicles Rules, 1989, the relevant Forms to be incorporated in the award are as under:

FORM -XVI

SUMMARY OF COMPUTATION OF AWARD AMOUNT IN INJURY CASES TO BE INCORPORATED IN THE AWARD

1. Date of accident	: 27.11.2023
2. Name of the injured	: Manoj Kumar
3. Age of the injured	: 44 years (at the time of the accident)
4. Occupation of the injured	: Home Guard Volunteer
5. Income of the injured	: Rs.27,480/- per month
6. Nature of injury	: Grievous
7. Medical treatment taken by the injured	: Hospitalization

8. Period of hospitalization : 26.12.2023 to 27.12.2023
9. Whether any permanent disability? : No

10.	**Computation of Compensation**	
S. No.	**Heads**	**Awarded by the Claims Tribunal**
11.	**Pecuniary Loss:**	
(i)	Expenditure on treatment	Rs.1,35,860/-
(ii)	Expenditure on conveyance	Rs.1,00,000/-
(iii)	Expenditure on special diet	
(iv)	Cost of nursing/attendant	
(v)	Cost of artificial limb	NA
(vi)	Loss of earning capacity	--
(vii)	Loss of income (during treatment)	Rs.61,372/-
(viii)	Any other loss which may require any special treatment or aid to the injured for the rest of his life	NA
12.	**Non-Pecuniary Loss:**	
(i)	Compensation for mental and physical shock	Rs.50,000/-
(ii)	Pain and suffering	
(iii)	Loss of amenities of life	Rs.1,00,000/-
(iv)	Disfiguration	NA
(v)	Loss of marriage prospects	NA
(vi)	Loss of earning, inconvenience, hardships, disappointment, frustration, mental stress, dejectment and unhappiness in future life etc.	--
13.	Disability resulting in loss of earning capacity:	Yes
(i)	Percentage of disability assessed and nature of disability	24% permanent disability in relation to left upper limb
(ii)	Loss of amenities or loss of expectation of life span on account of disability	As per column 12(iii)
(iii)	Percentage of loss of earning capacity	12% functional disability in

	in relation to disability	relation to whole body
(iv)	Loss of future income – (Income x% Earning Capacity x Multiplier)	Rs.4,45,176/- [12% of (27,480x125/100x9x12)]
14.	**TOTAL COMPENSATION**	Rs.**8,92,408/-**
15.	**INTEREST AWARDED**	@ 7% per annum
16.	Interest amount up to date of award (for 02 years, 06 months & 02 days)	Rs.1,56,865/-
17.	Total amount including interest	Rs.10,49,273/-
18.	Award amount released	Rs.92,408/- along with corresponding interest
19.	Award amount kept in FDRs	Rs.8,00,000/- along with corresponding interest
20.	Mode of disbursements of the award amount to the claimants(s).	Bank Transfer
21.	Next Date for compliance of award.	16.09.2026

FORM – XVII

COMPLIANCE OF THE PROVISIONS OF THE SCHEME TO BE MENTIONED IN THE AWARD

1	Date of Accident	27.11.2023
2	Date of filing of ***Form-I- First Accident Report*** (FAR)	Not available
3	Date of delivery of ***Form-II*** to the victim(s)	Not available
4	Date of receipt of ***Form-III*** from the Driver	Not available
5	Date of receipt of ***Form-IV*** from the Owner	Not available
6	Date of filing of the ***Form-V- Interim Accident Report*** (IAR)	Not available
7	Date of receipt of ***Form-VI-*** and ***Form-VIA*** from the victims(s)	Not available
8	Date of filing of ***Form-VII- Detailed Accident Report*** (DAR)	Not available
9	Whether there was any delay or deficiency on the part of the Investigating Officer? If so, whether any action/ direction warranted?	No
10	Date of appointment of the Designated Officer by	Not available

	the Insurance Company	
11	Whether the Designated Officer of the Insurance Company submitted his report within thirty (30) days of the DAR?	No
12	Whether there was any delay or deficiency on the part of the Designated Officer of the Insurance Company? If so, whether any action/ direction warranted?	Yes. No action warranted
13	Date of response of the claimant(s) to the offer of the Insurance Company	Legal offer filed
14	Date of Award	06.08.2026
15	Whether the claimant(s) were directed to open saving bank account(s) near the place of residence?	Yes
16	Whether the claimant(s) were directed to open saving bank account(s) near his place of residence and produce PAN Card and Aadhaar Card and the direction to the bank to not issue any cheque book/ debit card to the claimant(s) and make an endorsement to this effect on the passbook.	Yes
17	Date on which the claimant(s) produced the passbook of their saving bank account near the place of their residence along with the endorsement, PAN Card and Aadhaar Card?	Would be produced on the date of compliance of award
18	Permanent Residential Address of claimant(s)	B-229, Gokalpuri, Delhi
19	Whether the claimant(s) saving bank account(s) is near his place of residence?	Yes
20	Whether the claimant(s) were examined at the time of passing of the award to ascertain his/her/ their financial condition?	No

45. With the above observations, the claim petition/ DAR is disposed of. File be consigned to Record Room.

Announced in the open
Court on 06.08.2026

(VIJAY KUMAR JHA)
Presiding Officer-MACT-01 (Shahdara)
Karkardooma, Delhi