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

In the matter of :

MACT no. 296/2023
Saurabh Kumar v. Prem Chand & Ors.

Saurabh Kumar S/o Sh. Suresh
R/o G-11, Peer Wali Gali, near MRF Showroom,
Gokalpuri, Delhi. …………..……..**Petitioner**

Versus

1). **Prem Chand** (Driver)
S/o Sh. Cheta Prasad
R/o Village Madhopur, PS Madhuban,
District Purvi Champaran Motihari, Bihar.

2). **Mohinder Singh** (Registered Owner)
S/o Sh. Shivdev Singh
R/o BD-69, Shalimar Bagh, Delhi.

3). **The New India Assurance Co. Ltd.**
A-2/3, Lusa Tower, Azadpur, Delhi. ……………...….**Respondents**

Date of institution : 20.05.2023
Final arguments heard : 16.03.2026
Date of Award : 16.03.2026

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 Saurabh Kumar in a motor vehicular accident that occurred on 28.09.2022 within the jurisdiction of this Tribunal.

2. The material facts of the case as emerged from the DAR are that on 28.09.2022 at about 06:30 a.m., the petitioner Saurabh Kumar while driving his motorcycle bearing registration number DL13ST-2011 when reached near Ashok Nagar Flyover, Main Wazirabad Road, Delhi, was hit by a truck bearing registration number HR38Y-48863 (in short "**offending vehicle**"), allegedly being driven by the respondent no.1 Prem Chand at a high speed, rashly and negligently. Due to the impact, the petitioner fell down on the road and received grievous injuries. The injured/ petitioner was immediately taken to GTB Hospital, Delhi, where his MLC was prepared. In connection with the accident, FIR no.757/2022, under sections 279/337 IPC was registered at PS Jyoti Nagar, Delhi on 19.10.2022 on the statement of the injured/ petitioner. After completion of the investigation, charge-sheet against the driver/ respondent no.1 was filed before the concerned court and present DAR against the respondents was filed before this Tribunal.

3. In response to the DAR, all the respondents appeared and filed their written-statement.

4. Respondent no.1 & 2 in their joint written statement/ reply stated that the petitioner in collusion with the police falsely implicated the vehicle of the answering respondents and the accident was caused due to sole negligence of the petitioner.

5. Respondent no.3/ insurance company filed its reply, submitting a legal offer of Rs.1,44,518/- for settlement of the case, which was not accepted by the petitioner.

6. Upon completion of pleadings of the parties, vide order dated 24.01.2024, following issues were framed:

1. Whether petitioner suffered injuries during the accident occurred on 28.09.2022 at about 06:30 a.m., at main Wazirabad Road, Ashok Nagar Flyover, within the jurisdiction of PS Jyoti Nagar, due to rash and negligent driving of the vehicle bearing no. HR38Y-4863, 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 Saurabh Kumar, the petitioner testified on the strength of his affidavit Ex.PW1/A and additional affidavit Ex.PW1/B regarding the manner of accident, injuries sustained, treatment taken and losses suffered as a result of injuries and relied upon the following documents:

1. The copy of Aadhaar Card of the petitioner as Ex.PW1/1 (OSR).
2. The copy of online downloaded Admit Card for Delhi Police Examination-2022 for the post of Constable (Driver) as Ex.PW1/2.
3. Certificate under Section 165-B of Indian Evidence Act with respect to Admit Card as Ex.PW1/3.
4. DAR as Ex.PW1/4 (colly).
5. Copy of discharge summary of GTB Hospital as Ex.PW1/5 (OSR).
6. The original medical bills are Ex.PW1/6 (colly.-25 sheets).

7. Copy of x-rays and reports thereof as Ex.PW1/7 (colly) (OSR).
8. Copy of OPD card of Maulana Azad Institute of Dental Sciences, New Delhi, dated 02.01.2023 as Ex.PW1/8 (OSR).
9. Original medical bills as Ex.PW1/9 (colly.-4 bills).
10. The photocopy of x-rays as Ex.PW1/10 (colly.-2 sheets)s

(b) PW2 Dr. Rahul Kumar, Senior Resident, Department of Orthopaedics, GTB Hospital, Delhi, proved the discharge summary of the petitioner as Ex.PW2/.

(c) PW3 Dr. Janhavi Lahane, Senior Resident, Department of Oral & Maxillofacial Surgery, Maulana Azad Institute of Dental Sciences, New Delhi deposed regarding OPD treatment of the petitioner in said hospital.

8. Petitioner's evidence was closed on 04.12.2025. Respondents' evidence was also closed on that day as respondents opted not to lead any evidence.

9. 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 28.09.2022 at about 06:30 a.m., at main Wazirabad Road, Ashok Nagar Flyover, within the jurisdiction of PS Jyoti Nagar, due to rash and negligent driving of the vehicle bearing no. HR38Y-4863, being driven by respondent no.1/ driver? OPP

10. 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. 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 2018, Law Suit (SC) 303**.

11. 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.1,44,518/- for settlement of the case was made. Order-sheet dated 21.03.2024 reflects that, apart from the above amount, a sum of Rs.12,668/- for medical bills was also offered by the insurer, 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.

12. 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.

13. 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.2 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.

14. 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 indicates that the accident of the deceased in which he received fatal injury, was caused due to the sole rash and negligent driving of the offending vehicle by respondent no.1.

15. 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 into 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**].

16. Also it is observed that the MLC prepared at GTB Hospital, Delhi bearing no.493239/2022, dated 28.09.2022 of the petitioner, which is part of the DAR, makes it clear that the petitioner in injured condition was brought to GTB Hospital, Delhi on 28.09.2022 at 07:24 a.m. with the history of RTA at Nand Nagri Flyover and was observed to have received multiple injuries that were opined to be grievous in nature by the examining doctor.

17. 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

COMPUTATION OF COMPENSATION

18. 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 which 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.**

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

PECUNIARY DAMAGES :

Medical Expenses

20. The petitioner (PW1) has filed certain medical bills and proved the same as Ex.PW1/6 (colly) and Ex.PW1/9 (colly), which are for amount of Rs.25,668/- and Rs.11,390/- respectively. Besides the same, there are two more bills, one of Rs.500/-, dated 22.07.2024 for medical gloves and another of Rs.10,500/- dated 25.07.2024 for implants inserted as per discharge summary dated 27.07.2024 Ex.PW1/5. All these bills are in original and are also found to be in order. Hence, a total sum of these medical bills amounting to **Rs.48,058/-** (25,668+ 11390+500+10,500) is granted to the petitioner under this head.

Loss of Income (During Treatment)

21. PW2 Dr. Rahul Kumar (Senior Resident, Orthopaedic Department, GTB Hospital) stated that the patient Saurabh Kumar had various follow-ups in the OPD of GTB Hospital and he was diagnosed with fracture in right clavicle because of road traffic accident (as per record) dated 28.09.2022. PW2 (doctor) stated that the patient was initially advised for conservative medicine and braces and subsequently, he was advised for surgery for non-union right clavicle fracture. PW2 (doctor) stated that the patient was operated firstly on 22.07.2024 and secondly, on 20.02.2025. PW2 (doctor) proved the discharge summaries Ex.PW1/5 and Ex.PW2/A, as per which the petitioner remained hospitalized in GTB Hospital from 19.07.2024 to 27.07.2024 and then from 18.02.2025 to 27.02.2025, respectively.

22. PW3 Dr. Janhavi Lahane (Senior Resident, Department of Oral & Maxillofacial Surgery, Maulana Azad Institute of Dental Sciences) deposed that as per OPD Registration Card Ex.PW1/8, on examination, the petitioner was found to have an Ellis class II fracture with upper central incisors (fracture of upper front teeth) and as per X-ray/ OPG, he was found to have a fracture in left condyle of mandible (lower jaw fracture) and the petitioner had already been treated for the same in GTB Hospital.

23. In cross-examination of the petitioner, in reply to the question that when his accident had occurred in 2022, how come his first surgery performed in July 2024, the petitioner replied that, in the road accident, there was slight crack in his clavicle bone, however, that had healed up but again was broken and part of two clavicle bones were swinging, which were found in the X-ray done on his behest and for rectify the same, surgery was performed in July-2024. In reply to another question that if he took medical treatment in 2022 till July 2024, the petitioner replied that he was visiting GTB Hospital almost on every month since the date of the accident till his first operation and subsequently, thereafter. It was observed by the Tribunal that during cross-examination, the petitioner produced the X-ray dated 22.10.2022 for inspection of the Tribunal in which the clavicle bone of right shoulder is fractured in two parts.

24. In view of the above discussion and considering the nature of injury and period of hospitalization, it may be safely assumed that the petitioner might not have been able to do any work for a period of about **six months** during his treatment and therefore, he deserves to

be compensated for the said period.

25. As per the petitioner (PW1), at the time of accident he was preparing for competitive exams for last 3-4 years for getting a job. In cross-examination, the petitioner has stated that he had done B.A. before the accident. The petitioner has placed on record Admit Card (Ex.PW1/2) for appearing in 'Constable (Driver)-Male in Delhi Police Examination, 2022'. The Aadhaar Card (Ex.PW1/1) of the petitioner shows that he was residing in Delhi. Though the petitioner has not placed his education documents on record, however, learned counsel for the insurance company during cross-examination of the petitioner has nowhere questioned the deposition of the petitioner that he had done B.A. before the accident and therefore, considering the petitioner a graduate, his income is hereby taken at par with minimum wages applicable to the graduate category of workers of Delhi on the date of the accident (28.09.2022) which were Rs.20,357/- per month. Hence, income of the petitioner is assessed as 20,357/- per month and accordingly, a sum of **Rs.1,22,142/-** (Rs.20,357x6) is granted to the petitioner on account of loss of income of six months during treatment.

Loss of Future Earnings (Due to Disability)

26. In the instant case, vide order dated 24.01.2024, on application of the petitioner, direction was issued to Medical Superintendent, GTB Hospital, Delhi to constitute a Disability Board to assess the disability of the petitioner. Perusal of record shows that this Tribunal had received a communication dated 06.03.2024 from GTB Hospital

regarding issuance of disability certificate to the petitioner, as per which *inter-alia*, the patient (petitioner) was advised to review OPD for surgical management and review after six months of surgery for disability assessment. A further communication dated 29.08.2024 was also received by the Tribunal regarding disability assessment, which mentions, “patient underwent surgical fixation for non-union clavicle. Patient is under rehabilitation and to review after 6 months for evaluation of disability. ” Petitioner in his affidavit of evidence Ex.PW1/A dated 10.02.2025 has stated that he is still to be operated and his second operation is fixed on 20.02.2025. The discharge summary dated 27.02.2025 Ex.PW2/A confirms that the petitioner was operated on 20.02.2025. PW2 Dr. Rahul Kumar (SR, Ortho, GTB Hospital, Delhi) has also stated that “The patient was operated firstly on 22.07.2024 and secondly on 20.02.2025”. It is evident that as per communications dated 06.03.20224 and 29.08.2024, the petitioner was advised by the Disability Board to come for evaluation of disability after 6 months of surgery, which was conducted on 20.02.2025 and therefore, the petitioner should have appeared before the Disability Board in August 2025 but even after more than one year of his second surgery, as per the record, the petitioner neither appeared before the Disability Board nor sought fresh directions from the Tribunal to the Disability Board to get his disability, if any, assessed for the reasons best known to the petitioner. In these circumstances, when the petitioner has failed to get his disability, if any, assessed by the Disability Board despite specific directions of the Tribunal and as well as advice of the Disability Board to come after six months of his surgery, this

Tribunal is compelled to draw an inference that the petitioner did not suffer any permanent disability as a result of the injuries that he received in the present accident. Accordingly, petitioner is not entitled to any compensation under this head.

Special Diet, Conveyance & Attendant Charges

27. 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. The discharge summaries Ex.PW1/5 and Ex.PW2/A show that the petitioner remained hospitalized in GTB Hospital from 19.07.2024 to 27.07.2024 and then 18.02.2025 to 27.02.2025, respectively and during said period of hospitalization, he had to undergo surgeries on 22.07.2024 and 20.02.2025. As per discharge summary Ex.PW1/5, the petitioner was diagnosed to have suffered with "closed fracture non-union right clavicle with no distal neurovascular deficit". Further, the discharge summary Ex.PW2/A reveals the final diagnosis as "surgically intervened right clavicle with implant failure". The record also shows that the petitioner had to make a number of visits to GTB Hospital, Delhi and Maulana Azad Institute of Dental Sciences, New Delhi for his treatment. 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 a compensation of Rs.30,000/- each for special diet, conveyance and attendant charges. Hence, a total sum of **Rs.90,000/-** is awarded to the petitioner under this head.

NON PECUNIARY DAMAGES:

Pain & Sufferings

28. While discussing the criteria to ascertain compensation for pain and sufferings by victims of vehicular accident, observations of Hon'ble High Court of Delhi in **Satya Narain v. Jai Kishan, FAO No: 709/02, date of decision: 02.02.2007** can be considered:

> "12. On account of pain and suffering, suffice, would it be to note that it is difficult to measure pain and suffering in terms of money value. However, compensation which has to be paid must bear some objective co-relation with the pain and suffering.
>
> 13. The objective facts relatable to pain and suffering would be:
>
> (a) Nature of injury.
> (b) Body part affected
> (c) Duration of the treatment."

29. In the instant case, a perusal of the MLC of the petitioner, which is part of the DAR, shows that after the accident on 28.09.2022, the petitioner was taken to GTB Hospital, Delhi, where on examination by the doctor, he was observed to have suffered a lacerated wound over right eyebrow; lacerated wound over upper lip and pain in right shoulder and injuries so suffered as per available ortho records was opined to be grievous in nature. PW3 Dr. Janhavi Lahhane (SR, Department of Oral & Maxillofacial Surgery, Maulana Azad Institute

of Dental Sciences) deposed that as per Ex.PW1/8 (OPD card of Dental Treatment, dated 02.01.2023), on examination, the injured/ petitioner was found to have an Ellis class II fracture with upper central incisors (fracture of upper front teeth) and as per X-ray/ OPG, he was found to have a fracture in left condyle of mandible (lower jaw fracture) and the petitioner had already been treated for the same in GTB Hospital. Also, as is evident from discharge summaries, the petitioner had to undergo surgical operations on 22.07.2024 and 20.02.2025. 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 suffering, for which a compensation of **Rs.1,50,000/-** is awarded to the petitioner under this head.

30. Thus, the compensation awarded to the petitioner is summarized as under:-

S. No.	**Head of compensation**	**Amount**
1.	Medical Expenses	Rs.48,058/-
2.	Loss of Earnings (During Treatment)	Rs.1,22,142/-
3.	Special Diet, Conveyance & Attendant Charges	Rs.90,000/-
4.	Pain & Sufferings	Rs.1,50,000/-
	Total	Rs.4,10,200/-

Thus, the total compensation is computed as Rs.4,10,200/-.

INTEREST

31. In this case, the insurance company had submitted legal offer of Rs.1,44,000/- plus Rs.12,668/- (on account of medical bills) and since, as per order-sheet dated 21.03.2024, this offer of settlement

was not accepted on behalf of the petitioner, it was requested by learned counsel for the insurance company that the insurance company should not be held liable to pay the interest on the amount of legal offer. Keeping in view the amount of award passed by the Tribunal which is much higher than the legal offer made on behalf of the insurance company and considering the fact that the sum of Rs.12,668/- which was offered on account of medical bills by the insurance company, was also on the lower side than the compensation of Rs.48,058/- which has been awarded by the Tribunal under the head of medical bills, the request made on behalf of the insurance company to forgo the interest amount on the amount of legal offer appears to be unjustified and is not accepted by the Tribunal. Since the petitioner has pursued his case diligently, he is entitled for the interest on the award amount @ 7% per annum from the date of filing of the DAR till realization.

LIABILITY

32. As insurance company has contractual and statutory liability to indemnify the insured and, in this case, the insurance company has not been able to prove on record that any term or condition of insurance policy was breached/ violated by insured, therefore, respondent no.3/ insurance company is held liable to pay the aforesaid compensation amount.

RELIEF

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

AWARD

34. This Tribunal awards a compensation of **Rs.4,10,200/-** (Rs. Four Lakhs Ten Thousand Two Hundred Only) to the petitioner along with interest @ 7% per annum from the date of filling of DAR till realization. The interim compensation, if any, shall be adjusted against this award amount.

35. The respondent no.3/ The New India Assurance Co. Ltd. is directed to deposit the award amount in A/c no.20780110171912 (IFSC Code UCBA0002078), UCO Bank, Karkardooma, Delhi, of PO MACT, Shahdara, through RTGS/ NEFT, within 30 days from today, failing which the insurer shall pay the interest @ 7% per annum for the delayed period.

Disbursement of Award Amount

36. The Manager, UCO Bank is directed that after compliance of the award, the entire award amount of Rs.4,10,200/- along with interest component be immediately released to the petitioner Saurabh Kumar by way of transferring the said amount into his Saving Bank A/c no.3283119444, IFSC: CBIN0283809, Central Bank of India, Branch: Gokulpuri, Delhi-110094.

37. 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 : 28.09.2022

2. Name of the injured : Saurabh Kumar
3. Age of the injured : 24 years (at the time of the accident)
4. Occupation of the injured : Assumed as graduate category of worker of Delhi.
5. Income of the injured : Rs.20,357/- per month (as per minimum wages)
6. Nature of injury : Grievous
7. Medical treatment taken by the injured: Hospitalization
8. Period of hospitalization : (i) 19.07.2024 to 27.07.2024
(ii) 18.02.2025 to 27.02.2025
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.48,058/-
(ii)	Expenditure on conveyance	Rs.90,000/-
(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.1,22,142/-
(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.1,50,000/-
(ii)	Pain and suffering	
(iii)	Loss of amenities of life	NA
(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:	Nil
(i)	Percentage of disability assessed and nature of disability	NA
(ii)	Loss of amenities or loss of expectation of life span on account of disability	NA
(iii)	Percentage of loss of earning capacity in relation to disability	NA
(iv)	Loss of future income – (Income x% Earning Capacity x Multiplier)	NA
14.	**TOTAL COMPENSATION**	Rs.4,10,200/-
15.	**INTEREST AWARDED**	@ 7% per annum
16.	Interest amount up to date of award (for 02 years, 09 months & 26 days)	Rs.81,037/-
17.	Total amount including interest	Rs.4,91,237/-
18.	Award amount released	Entire
19.	Award amount kept in FDRs	Nil
20.	Mode of disbursements of the award amount to the claimants(s).	Bank Transfer
21.	Next Date for compliance of award.	28.04.2026

FORM – XVII

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

1	Date of Accident	28.09.2022
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***	Not available

	Report (IAR)	
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 the Insurance Company	Not available
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 on 21.07.2022. Claimant did not accepted the same on 21.03.2024
14	Date of Award	16.03.2026
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?	Filed along with the DAR
18	Permanent Residential Address of the claimant(s)	G-11, Peer Wali Gali, near MRF Showroom,

		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

38. With the above observations, the claim petition/ DAR is disposed of.

File be consigned to Record Room.

VIJAY KUMAR JHA

Digitally signed by VIJAY KUMAR JHA
Date: 2026.03.16 16:55:12 +0530

Announced in the open Court on 16.03.2026

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