RECEIVED ON : 29-08-2009

REGISTERED ON: 29-08-2009

DECIDED ON : 25-05-2026

DURATION : Y.- M.-D.

EXH.

IN THE MOTOR ACCIDENT CLAIMS TRIBUNAL (AUX) & 8TH ADDL. DISTRICT JUDGE, AT AHMEDABAD (RURAL)

M.A.C.P. No. 1263 of 2009

Ishwarbhai Maganbhai Desai (Rabari)
Age about : 38 years, Occu. Milk Business,
R/o. 18, Devbhuminagar, Nr. Jantanagar Crossing,
Ghatlodiya, Ahmedabad.

............Claimant

V E R S U S

1. Driver, Owner and Insurance co. of AMTS Bus No. GJ-1-XX-9475
Bhaveshbhai Hasmukhbhai Patel
R/o. G/2, Vrundavan Appartment, Nr.Indokatham Factory,
Bopal, Ta- Dascroi, Dist. Ahmedabad.

2. Manager, Ahmedabad Municipal Transport Service,
Add.: Outside of Jamalpur Darwaja, Ahmedabad.

3. Uppal Travels
F/82, Galaxy Tower, Nr. Grand Bhagvati Hotel,

Sarkhej-Gandhinagar Highway,
Bodakdev, Ahmedabad.

4. **National Insurance Co. Ltd.**
5th Floor, City Center, Swastik Cross road,
Ahmedabad.

…..........Opponent

APPEARANCE

Mr. J.R. Jayswal, Learned Advocate for the claimant.
Mr.J.M. Vasu, Learned Advocate for the opponent No. 1
Mr.H.B. Gohil, Learned Advocate for the opponent No. 2
Mr. S.S. Shah, Learned Advocate for the opponent No. 4

Claim petition for compensation of Rs. 1,00,000/-
under Section 166 of M. V. Act.

..

// J U D G M E N T //

[1] The claimant has filed the present claim petition against the opponents, claiming compensation of **Rs.1,00,000/-** under Sec.166 of the M. V. Act, 1988 on account of injuries sustained by him resulting into permanent/partial disablement in a vehicular accident dated **10-03-2009.**

[2] The brief facts of the present case is that on 10-03-2009 the applicant was going to his job. At about 7:30 pm when he was crossing road near Pleasure Club, Ghuma road, Bopal at that time driver of A.M.T.S. Bus No.GJ-1-XX-9475 came with full speed and in a rash and negligent manner dashed with the applicant. As a result thereof the applicant sustained serious injuries on the different parts of the body resulting into permanent disability. It is further contended by the claimant that at the relevant time, he was earning **Rs.5,000/- p.m.** Therefore, this claim petition has been filed for getting compensation under the head of future loss of income, actual loss of income, medical treatment expenses, pain, shock and suffering, transportation charges and nutritious food etc. to the tune of **Rs.1,00,000/-** with interest and costs from the opponent.

[3] The summons was served upon the opponents and in response to the same, Opponent No. 1, 2 and 4 appeared and opponent No. 2 has filed his written statement vide Exh. 13 wherein the age, income, nature of injuries etc., are denied. It is contended by the opponent that the accident took place due to sheer negligent driving of the claimant. It is contended that opponent is not responsible to pay compensation. It is contended that the claim petition should be dismissed.

Opponent no. 4 appeared through his Ld. Advocate and filed written reply vide Exh. 24 & 35 wherein allegations made in the claim petition have been denied in toto. It is contended that the claimant himself is responsible for the alleged accident and therefore it is contended that the opponents No.4 is required to be exonerated. Hence, this insurance company has not liable to pay any compensation to the applicant.

[4] In support of his case, the applicant has produced the following oral as well as documentary evidence.

// ORAL EVIDENCE //

Sr. No.	Name of the witness	Exh. No.
1	**Chief-examination of Applicant**	36

// DOCUMENTARY EVIDENCE //

Sr. No.	Particulars of Document	Exh. No.
1	Copy of police complaint	39
2	Copy of Panchnama of place of incident	40
3	Original Treatment certificate	41
4	Closing pusis	43

[4.1] Ld. Advocate for the opponent No. 4 has produced following oral as wel as documentary evidences.

// ORAL EVIDENCE //

Sr. No.	Name of the witness	Exh. No.
1	Deposition of Mr. Shekhar Krishnan Narayan Agnihotri	46

// DOCUMENTARY EVIDENCE //

Sr. No.	Particulars of Document	Exh. No.
1	Endorsement schedule	47
2	Copy of Notice dtd. 20.5.2008	48
3	Letter dtd. 19.5.2008 to cancel the policy	49
4	Copy of RPAD	50
5	Copy of Acknowledgement of RPAD	51
6	Copy of cheque of Uppal Travels	52
7	Copy of return memo	53

[5] I have heard learned advocates for the respective parties. Ld. Advocate for the claimant has filed written arguments vide Exh. 55. I have gone through the written arguments. It is submitted that claimant has proved his case and therefore, his claim petition should be allowed.

Per contra, Ld. Advocate for the opponent No.4 has filed written arguments vide Exh. 56. I have gone through the written arguments. It is also submitted by the Ld. Advocate for the other opponents that income of the claimant has not been proved. It is further submitted that the alleged accident was not taken place due to negligent driving of the driver of the vehicle insured with it. It is further submitted that the claimant got injured due to his own negligent act. It is submitted that the claimant has failed to prove his case and therefore, it is submitted that claimant is not entitled to get compensation as prayed for. Hence, it is submitted that claim petition should be dismissed.

[6] In view of the above facts, the this Tribunal has framed the following issues.

ISSUES

(1) Whether the applicant proves that he/she sustained injuries on account of rash and negligent driving of the vehicle involved in the accident ?

(2) Whether the claimant is entitled to get compensation as prayed for ? if yes, to what quantum of compensation ?

(3) What order and award ?

[7] My findings on the above issues are as under:

(1) In the affirmative.

(2) As per discussion.

(3) As per final order.

[8] The reasons for arriving at the aforesaid conclusions are as under,

// R E A S O N S //

ISSUE NO.1 & 2:

[9.1] At this juncture, reference needs to be made toward the judgment of the Honourable Gujarat High Court in the case **Shaktabhai Ramabhai Patel v. Meghabhai Bhemabhai Patel 2023(0) JX (Guj) 1138** it was held in para 3.4 as under:

> " 3.4 In Mangla Ram Vs. Oriental Insurance Company Limited And ors. (supra), the Apex Court has explained the concept of negligence in connection with the claim compensation cases in the motor vehicular accident. The relevant observation is as under:
>
> > *"Negligence is only one of the species for compensation in respect of the accident arising out of the use of motor vehicles. There are other premises for such cause of action. Even if there is no negligence on the part of the driver or owner of the motor vehicle, but accident happens while the vehicle was in use. should not the owner be made liable for damages to the person who suffered on account of such accidents? This question depends upon how far the rule in Fletcher, (19680 LR 3 HL 330 can apply in motor accident cases. Like any other common law principle, which is acceptable to out*

> *jurisprudence, the rule in Rylands case can be followed at least until any other new principle which excels the former can be evolved, or until legislation provides differently. Hence, said rule is adopted in claims for compensation made in respect of motor accidents".*

[9] In view of the aforesaid dictum of law, while deciding cases arising out of motor vehicular accidents, the standard of proof to be borne in mind by the MAC Tribunal must be of preponderance of probability and not the strict standard of proof beyond all reasonable doubt which is followed in criminal cases.

[10] **(Negligency)**

So far as the question of negligence is concerned, the claimant has filed affidavit of examination-in chief at **Exh. 36**, in which he has reiterated the facts of the petition. The claimant has been cross-examined by the Ld. Advocate for the opponent No. 4 wherein he has admitted that he was crossing the road alleged accident took place. He has denied suggestion made by the Ld. Advocate that the alleged accident took place due to his negligency. Considering the aforesaid facts nothing contrary has been elicited therefrom.

[10.1] The applicant has produced the copy of FIR vide Exh. 39. From the above document, it appears that FIR was lodged by the complainant. It is pertinent to note that claimant has produced complaint, panchnama and injury certificate. Considering the complaint it is borne out that the AMTS Bus No. GJ-01-XX-9475 has been mentioned which was allegedly dashed with the claimant wherein the claimant has sustained injuries. The panchnama of the scene of offence is concerned involvement of the alleged offending vehicle has been seen. Looking to the aforesaid FIR and panchnama coupled with the oral evidence of the claimant it is proved that the offending vehicle is the sole negligent for the alleged accident.

[11] Moreover, the applicant has produced medical papers and disability certificate which shows injuries sustained by the claimant resulting into permanent disability. Hence, considering the oral and documentary evidence and in view of the above facts and circumstances, this tribunal is of the considered opinion that the driver of offending vehicle was sole negligent for the occurrence of accident. Moreover, it is also proved that the applicant has sustained injuries resulting into permanent disability.

[12] As the issue No.1 is decided in affirmative, now it is the duty of the Tribunal to award just, equitable and fair compensation to petitioner. The expression 'compensation' is comprehensive term which includes a claim for the damages. Hon'ble Apex Court in **"Sarla Verma and Others Vs. Delhi Transport Corporation and Another"** reported in **AIR 2009 (SC) 3014** has discussed as under:-

> "*……just compensation is adequate compensation which is fair and equitable, on the facts and circumstances of the case, to make good the loss suffered as a result of the wrong, as far as money can do so, by applying the well-settled principles relating to award of compensation. It is not intended to be a bonanza, largesse or source of profit.*"

[13] **<u>ISSUE NO.2</u>**

As the issue No.1 is decided in affirmative, now it is the duty of the Tribunal to award just, equitable and fair compensation to petitioner. The expression 'compensation' is comprehensive term which includes a claim for the damages. Hon'ble Apex Court in **"Sarla Verma and Others Vs. Delhi Transport Corporation and Another"** reported in **AIR 2009 (SC) 3014** has discussed as under:-

> "*……just compensation is adequate compensation which is fair and equitable, on the facts and circumstances of the case, to make good the loss suffered as a result of the wrong, as far as money can do so, by applying the well-settled principles relating to award of compensation. It is not intended to be a bonanza, largesse or source of profit.*"

[14] **<u>Quantum</u>** :

[14.1] Now it is the duty of the Tribunal to award just, equitable and fair compensation to petitioner. The expression 'compensation' is comprehensive term which includes a claim for the damages. Hon'ble Apex Court in **"Sarla Verma and Others Vs. Delhi Transport**

Corporation and Another" reported in **AIR 2009 (SC) 3014** has discussed as under:-

> "*……just compensation is adequate compensation which is fair and equitable, on the facts and circumstances of the case, to make good the loss suffered as a result of the wrong, as far as money can do so, by applying the well-settled principles relating to award of compensation. It is not intended to be a bonanza, largesse or source of profit.*"

INCOME :

[14.2] So far as the quantum of compensation is concerned, the claimant has deposed on oath that; at the time of accident deceased was earning Rs.5,000/- per month by doing service. The claimant has not produced any documentary evidence in support of his submissions regarding income of the claimant. At this juncture Tribunal is empowered to presume the monthly income of the applicant. It is also cardinal principle of law that when there is no proof of income of victim of the motor accident, his/her monthly income can be assessed on the basis of the prevailing minimum wages. In the case of ***Govind Yadav v/s N.I.I.Com.,*** reported in ***2012 ACJ 28 (SC)***, para No.17 it is inter alia held as under,

> " Unfortunately both the tribunal and High Court overlooked that at the relevant time minimum wages payable to a worker were Rs.3,000/- p.m. Therefore, in the absence of other cogent evidence, the tribunal and the High Court should have determined the amount of compensation in lieu of loss of earning by taking the appellant's notional annual income as Rs.36,000/- and the loss of earning on account of 70% disability as Rs.25,200/-p.a."

[14.3] In view of the aforesaid dictum of law when there is no proof of income, income of the deceased or injured claimant shall be decided by taking into consideration prevailing minimum wages. Thus, in the present matter looking to the nature of the work of the applicant at the time of accident, to assess the notional income of the applicant, it is just and proper to consider the minimum wages prevailing at the relevant time of accident **in the year of 2009** is required to be produced by the opponent

No. 2, Insurance company but the Insurance co. has failed to bring the minimum wages on record. **Hitesh Nagjibhai Patel vs. Bababhai Nagjibhai Rabari, 2025(4) GLH 470** wherein it is inter alia held as under :

> "16. We may also observe that, in general, i.e. accidents involving adults, we are often confronted with situations where the Minimum Wage Data is not readily available and every so often, the question that has been made up to this court hinges only on the calculation of income. In that view of the matter and in the hope of reducing the claimants need to file appeals to this court or even the High Court, **we deem it appropriate to direct that in cases where the claimant has failed to furnish appropriate details of income or adequate proof thereof, it shall be the responsibility and obligation of the contesting party, more particularly the Insurance company to furnish before the Tribunal the applicable minimum wage as duly issued by the concerned government."**

[14.4] Applying the aforesaid ratio, is duty of the Insurance company to furnish before the Tribunal the applicable minimum wages as duly issued by the concerned Government but the Insurance co. has failed to do so. This Tribunal has tried to find out the minimum wages prevailing in the year of 2009 and upon making search in the Google it is reflected the minimum wages for a skilled worker Zone-I Ahmedabad, Gujarat and it is found that it was Rs. 129/- per day. Hence, in this circumstances as per the say of the claimant **Rs. 3,354/-** per month is required to be considered as monthly income of the deceased.

[14.5] **<u>Age & Multiplier</u> :**

The applicant has stated in his claim petition that he was 38 years old at the time of accident. The claimant has not produced any evidence in regard of his age. As per the Yard-stick laid down in the Hon'ble Apex Court's judgment of **“Sarla Verma and Others Vs. Delhi Transport Corporation and Another" AIR 2009 (SC) 3014”**, the **multiplier of 15** is suggested between the age group of 36 to 40 years and therefore, the applicant is entitled for **multiplier of 15** for the calculation of future loss of income.

[14.6] <u>Disability</u> :

So far as sustaining serious injuries resulting permanent disablement due to accident is concerned, applicant has produced certificate issued by Dr. N.M. Shah wherein the disability of the claimant has been assessed as 40% body as a whole. Considering the disability certificate coupled with the oral evidence produced by the claimant and looking to the endorsement made by Ld. Advocate for the opponent No.4 In this regard this Tribunal has considered disability **22% body as whole.**

[14.7] <u>Future loss of income</u> :

Considering the above decided income, age, multiplier and disability, the Future Loss of Income would be come to **Rs.1,32,840/-** [Rs.3,354/- (monthly income) X 22/100 (disability) = 737.88 round of 738 X 12 X 15 (Multiplier)]. So, under the head of future loss of income, applicant is entitled to get **Rs.1,32,840/-.**

[14.8] <u>Actual loss of income</u> :

According to the applicant, due to vehicular accident he sustained permanent disability and he could not work for the period as he was bedridden for certain time. It is borne out from the record that he was admitted into Hospital for certain period as indoor patient. Hence, it can be safely inferred that he could not be in a position to work as a healthy man. Looking to the injury sustained by the applicant, he might have lost 6 months income. Therefore, looking to the nature of injuries sustained by the applicant and period of hospitalization and treatment, it can fairly be concluded that the applicant could not work for 6 months and, therefore, he is entitled for **Rs.10,062/- (3,354/- x 3 months) for actual loss of income.**

[14.9] <u>Medical Expenses</u> :

The applicant has undergone medical treatment for long time and has produced any Medical bills of Rs. 14,269/-. Hence, the claimant is entitled to get any amount of **Rs. 14,269/-** under this head.

[15] <u>Special diet, Attendant Charges & Transportation</u> :

Though there is no supporting documentary evidence to show that the applicant has taken service of attendant, spent on transportation for treatment or has taken special diet to recover from the injuries sustained in the accident, yet looking to the disability certificate, injury certificate, period of hospitalization, this tribunal is of the view that the applicant must have incurred some expenses on the transportation, special diet & nourishment. Further, during the medical treatment of the claimant, a family member would have had to attend him to look after him. Hence, in view of above discussion, the claimant is also entitled to get compensation of **Rs.10,000/-** under the head of Special diet, Attendant Charges & Transportation, which is just and reasonable.

[16] <u>Pain, Shock and Suffering</u> :

The applicant has sustained serious injuries in the accident and due to that injuries, a permanent disability is also caused to him and due to that he definitely have undergone severe pain, shock and suffering for considerable period. Further, due to permanent disability, he is facing several difficulties in his routine and other work. The applicant would have to suffer these difficulties till his entire life span. Therefore, the applicant is entitled to get compensation of **Rs.10,000/-** under the head of non-pecuniary loss i.e, pain, shock and sufferings.

[17] Now, it is well settled principle of law that the just compensation should be awarded to the victim. Now, considering the above noted facts and foregoing reasons and keeping in mind the concept of the 'just compensation', this Tribunal has inclined to grant the following quantum :-

1	Future Loss of income	Rs.1,32,840/-
2	Actual Loss of income	Rs.10,062/-
3	Medical Expenses	Rs. 14,269/-
4	Special diet, Attendant charges, and Transportation	Rs.10,000/-
5	Pain, Shock and Suffering.	Rs.10,000/-

Total	**Rs. 1,77,171/-**

[18] It is undisputed fact that the claimant has claimed Rs. 1,00,000/- as compensation. It is also undisputed fact that Tribunal has calculated the aforesaid amount as discussed herein above which is more than the amount as prayed for. Now the question arises whether the Tribunal has power to award more compensation than claimed has been settled by the Hon'ble Apex Court in the full bench judgment of **Nagappa vs. Gurudayal Singh 2003(0)AIR (SC) 674** wherein it is held in Para-7 as under :

> "7. Firstly, under the provisions of Motor Vehicles Act, 1988, (hereinafter referred to as "the MV Act") there is no restriction that compensation could be awarded only up to the amount claimed by the claimant. In an appropriate case where from the evidence brought on record if tribunal/ court considers that claimant is entitled to get more compensation than claimed, the tribunal may pass such award. Only embargo is-it should be 'just' compensation, that is to say, it should be neither arbitrary, fancyful nor unjustifiable from the evidence."

In view of the aforesaid dictum of law, Tribunal is of the opinion that the claimant is entitled to get the compensation as computed by this Tribunal.

[19] **INTEREST ON AWARDED AMOUNT:**

The applicant submitted that he should be awarded interest at the rate of 15% on the awarded amount. I have considered and perused the records. Thus, having regards to the facts and circumstances of the present case, in the light of the law laid down by the Hon'ble Supreme Court of India in the case of ***"M.C.D. - versus – Association of Victim of Uphaar Tragedy",*** reported in ***2012 ACJ 48 (SC)***, it would be just and proper to award the simple interest at the rate of 9% p.a.. Accordingly, the applicant is entitled to get simple interest at the rate of **9% p.a.** on the awarded amount of claim from the date of filing of claim petition till realization of awarded amount.

[20]. **LIABILITY :**

Ld. Advocate for the opponent No. 4 Insurance Company has submitted that the claimant has wrongly mentioned the bus number in his deposition. Further, in the FIR the number of Bus was mentioned as GJ-01-FF-9475 and it is not proved that the accident was occurred by the Bus No. GJ-01-XX-9475. Further, he has submitted that the payment of premium was not received by the Insurance company as the cheque given for premium was returned unpaid. Furthermore, he has relied upon following judgments.

1. 2007 ACJ 1928
2. 1986 ACJ 951
3. 2007 ACJ 2386
4. FA No. 793/08

I have gone through the aforesaid judgments. It is held by the Hon'ble Gujarat High Court that insurance is a contract of indemnity and insurance company has to indemnify the owner of the vehicle insured to the extend he is made liable. It is also settled that unless the owner is made liable for compensation, the insurance company cannot be held liable. It is therefore submitted that the opponent No.4 should be relieved from its liability to pay compensation and to indemnify the insured.

[21] Opponent No. 1, 2 & 3 have failed to lead any kind of evidence against the aforesaid stand taken by the opponent No.4. Therefore, it is clear that there is no authentic material has been brought on record by opponent No. 1, 2 & 3 to displace the aforesaid submissions. It is pertinent to note that opponent No.4 has examined its witness Shekhar Krishanan Narayan

Agnihotri vide Exh. 46 who is happened to be manager of opponent No.4 Insurance company. The aforesaid witness has deposed that he had verified the alleged insurance policy of the vehicle. He has further deposed that upon making verification of such policy it was found that the cheque against the premium came to be dishonoured due to insufficient funds and therefore, the necessary premium could not be accepted. He has further deposed that as such, the insufficient company had issued cancellation intimation to the owner of the alleged vehicle Uppal Travells which came to be served upon it. The opponent No.4 has produced various documents vide Exh. 47 to 53. The aforesaid documents go to show that registered post AD pertaining to the dishonour of cheque came to be served with notice dtd. 20.05.2008. The Regional Transport Officer, Ahmedabad was informed vide Exh. 49. Receipt thereof have been produced on record. Exh. 52 & 53 prove that the cheque allegedly issued by the Uppal Travels was dishonour for the reasons insufficient funds. The aforesaid documents go to show that the insufficient company was not paid the alleged premium by the Uppal Travels i.e. opponent No. 3. Under the circumstances there is breach of conditions of the contract entered into between the opponent No. 3, Uppal Travels and opponent No.4 National Insurance Co. Ltd. Hence, it is proved that there is no contract in existence between the opponent No. 3 & 4. It is therefore, proved that the opponent No.4 would not be held responsible to indemnify the opponent No.3. Hence, opponent No.4 is hereby exonerated from its liability to indemnify the opponent No.3.

[22] It is also pertinent to note that claimant has impleaded opponent No.1 & 2 i.e. the driver and Manager of Ahmedabad Municipal Transport Service. It is proved that the vehicle No. GJ-01-XX-9475 was belonging to Uppal travels. It is also proved that when the owner of the vehicle has been impleaded as party and the insurance company has been exonerated as discussed herein above, the opponent No.2 being the Manager of Ahmedabad Municipal Transport Service cannot be held responsible to pay the compensation as the opponent No.3 has failed to bring any kind of evidence that the opponent No.2 can be held responsible. Under the circumstances, this Tribunal is of the opinion that the opponent No. 2 & 4 are not liable to pay the alleged compensation to the claimant. At the same time it is proved that the alleged accident took place due to negligent driving on the part of opponent NO.1 i.e. driver of the offending vehicle and it is also proved that the alleged vehicle was belonging to opponent No.3 Uppal Travels, The opponent No.1 & 3 are held jointly and severely responsible to pay the alleged compensation. Hence, issue No.1 & 2 are answered accordingly.

[23] <u>ISSUE NO. 3</u>

In view of aforesaid discussion, applicant is entitled to get compensation as discussed herein above and therefore, I pass the following final order in the interest of justice :-

<u>:ORDER:-</u>

(1) The claim petition is hereby **allowed.**

(2) The Applicant is entitled to recover compensation of **Rs. 1,77,171/- (Rupees One Lakh Seventy Seven Thousand One Hundred and Seventy One only)** along with the simple interest at the rate of **9% per annum**, from the date of claim petition till it's realization, with proportionate cost, from the opponents No. 1 & 3 i.e. driver and Uppal Travels respectively, who are jointly and severely liable to pay the awarded compensation to the applicant and **opponent No. 2 & 4 are ordered to be exonerated from their liability.**

(3) The Opponent no.1 & 3 are hereby directed to deposit in the Office of this Tribunal the above amount of award, after deducting the amount of interim compensation, if any, paid u/s. 140 of Motor Vehicle Act, within 30 days from the date of this order.

(4) Deficit Court Fee Stamp, if any, be recovered first from the awarded amount and interim amount if paid be adjusted.

(5) On realization of the amount, 70% amount shall be deposited in any Nationalized Bank for a period of 5 years in FDR in the name of applicant with a condition that the applicant shall not be entitled to borrow loan or create any encumbrance on the said deposit and the remaining 30% amount shall be paid to the applicant through RTGS / NEFT after due verification.

(6) **The applicant is directed to submit the following details within one week from today:-**

1. Name of the applicant with address.
2. Name of the Bank & Branch, Bank IFSC Code, Account Number of the applicant.
3. The first page of the bank pass-book, which will compulsorily contain the photograph of the applicant, duly attested by the Bank concerned, should be made available.
4. Wherever the applicants are impleaded as Respondents, before the claims tribunal, their account details, as above, will have to be furnished.

(7) The opponent shall follow the guidelines of Hon'ble Gujarat High Court given in R/Special Civil Application No. 4800 of 2021 in case of **The Oriental Insurance Co. Ltd., V/s. Chief Commissioner of Income Tax (TDS), decided on 05/04/2022**, with regard to the Income Tax Liability.

(8). The amount shall be deposited through NEFT or RTGS in the Bank Account with below mentioned details :

Bank Account Name : “PRINCIPAL DIST JUDGE ABAD RURAL MACP"
Account No. : 00000040722625356.
IFSC Code : SBIN0000301.

(9). Award be drawn accordingly.

(10). If any application/s is/are pending for disposal is/are hereby disposed off in terms of the above observations.

(11) The opponent making such deposit, shall also send a copy of the payment advice in the aforesaid Clause to the Claims Tribunal concerned and serve a copy of the same on the applicant/s or their counsel as the case may be.

(12). File be consigned to record room after due compliance.

Signed and Pronounced in the open court today on this 25th day of May, 2026.

Digitally signed by
SANJAYKUMAR CHHAGANBHAI MAKVANA
on 25/05/2026 18:08:09 IST.

Ahmedabad
Date : 25-05-2026

[Sanjaykumar Chhaganbhai Makvana]
M.A.C. Tribunal (Aux) &
8th Additional District Judge
Ahmedabad (Rural)
UID Code GJ00920