ORIGINAL AWARD

<table>
<tr><td>Filed on :</td><td colspan="3">14-12-2015</td></tr>
<tr><td>Decided on :</td><td colspan="3">02-02-2026</td></tr>
<tr><td rowspan="2">Duration :</td><td>Years</td><td>Months</td><td>Days</td></tr>
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IN THE MOTOR ACCIDENT CLAIMS TRIBUNAL,

CITY CIVIL COURT, AT AHMEDABAD

MAC PETITION NO.28 OF 2016.

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Claimant(s):

1. **Rima Anthony Rebello,**
   Age: 30 years, Occupation – Home Maker,

2 **Aaron Anthony Rebello,**
Age 20 years,
[Amended vide order passed below Exh.59]

3 **Minor Sayesha Anthony Rebello,**
Age 5 years,
Through Applicant no.1 her natural guardian,

All residing at B-214, Sahjanand Avenue,
Naranpura, Ahmedabad.

VERSUS

<u>Respondents</u>:

Motorcar No.MH-48-S-1958:

1. **Najimbhai Hajibhai Multani, (Driver)**
   Residing at House No.3, Ankur Society,
   K.P.Nagar, Opp. Taps Gate,
   Pathshala Salwad,
   Tarapur Baisar West Palghar-401504.
   Thane, Maharashtra.

2. **Mrs. Rashida Iqbal Wadwaria,**
   Residing at Flat No.3, Ankur Society,
   K.P.Nagar, Opp. Taps Gate,
   Pathshala Salwad,
   Tarapur Baisar West Palghar-401504.
   Thane, Maharashtra.
   Mob. No.09022229229.

3. **Tata AIG General Insurance Company Limited (Ins.Co.)**
   At Abhijit Building,
   Above Pantaloons Showroom,
   Mithakhali, Law Garden,
   Navrangpura,
   Ahmedabad.

Claim for Rs.50,00,000/-

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-:Appearance:-

Learned Advocate **Mr.C.M.Trivedi** for the applicants
Learned Advocate **Mr.A.V.Bhatt** for opponent Nos.1 and 2
Learned Advocate **Mr.M.J.Parikh** for opponent No.3

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CORAM: Hon'ble Judge Shri H.P.Mehta
I/C.Court No.29.

1. Applicants have (who shall hereinafter be referred to as "**Applicants / claimants"**) filed the present petition under Section 166 of The Motor Vehicles Act seeking compensation of Rs.50,00,000/- with applicable interest from the respondents jointly and severally, on account of death of Anthony Milton Rebello (who shall hereinafter be referred to as **"the deceased"** for short), in a motor-vehicular accident occurred on 03.10.2015.

2. Brief Facts of the case:-

The deceased, late Anthony Milton Ribelo, had gone to Surat in connection with the work of his company along with other company staff, traveling in Motor Car No. MH-48-S-1958. After completion of the work, while returning towards Boisar in the said motorcar, which was being driven by opponent No.1, and when the vehicle was passing on the Mumbai–Ahmedabad Highway within the limits of Kasa Police Station near Amboli village, at about

06:30 a.m. on 03/10/2015, opponent No.1 drove the said motor car in a rash, negligent, reckless and dangerous manner, at excessive speed, and while attempting to overtake other vehicles lost control and dashed the car against the road divider. As a result of the said violent impact, the deceased sustained severe injuries and succumbed to the same. The accident occurred solely due to the gross negligence of opponent No.1. At the relevant time, opponent No.1 was in the employment of opponent No.2 and was driving the vehicle in the course of such employment; therefore, opponent No.2 is vicariously liable. Further, the offending motor car was insured with opponent No.3, who is also jointly and severally liable to satisfy the award.

The applicants belong to a middle-class family and were entirely dependent upon the income of the deceased, who was working as a Manager with a carrier transport company and was earning a net monthly income of Rs.30,000/-, which he used to contribute wholly towards household expenses. Due to his untimely death, the applicants have been pushed into severe financial hardship. The deceased was young, healthy and had a bright future with strong prospects of growth in income. Because of the accident, the applicants have suffered irreparable loss of dependency, consortium, love and affection, future prospects, and enjoyment of life, besides mental shock and trauma. Applicant No.1 has become a widow at the young age of about 30 years and applicants Nos.2 and 3 have lost the love, care and guidance of their father. The applicants therefore claim a total compensation of Rs.50,00,000/- (Rupees Fifty Lakhs only) under the heads of loss of income, future loss of income, pain, shock and suffering, loss of consortium, loss of love and affection, loss of expectation of life, transportation and funeral expenses, and other incidental damages.

This M.A.C.P came before Hon’ble Tribunal Shri H.P.Mehta, MACT (Aux.) I/C. Court No.29, for final hearing and order on 02nd day of February, 2026, in presence of both the side advocate’s. Hon’ble tribunal passed order and awarded as under.......

-::ORDER::-

1. The present claim petition is partly allowed in favour of the applicants.
2. The applicants are entitled to recover **Rs.27,00,000/- (Rupees Twenty Seven Lakh only)** with interest @ **9% per annum** from the date of filing of the petition till realization with proportionate cost from the opponent Nos.1 to 3.
3. Accordingly the opponent Nos.1 to 3 are hereby directed to deposit the above awarded amount, after deducting amount paid as interim compensation (if any) into the bank account maintained by this

Tribunal by RTGS or NEFT mode within one month and after depositing the compensation amount, opponent Nos.1 to 3 shall communicate the factum of deposit forthwith / expeditiously to this Tribunal with a copy to the beneficiaries.

4. The opponents is directed to follow the ratio laid down in the judgment of ***Oriental Insurance Company Ltd. Vs. Chief Commissioner of Income Tax (TDS)*** reported in ***2023 (2) GLR 1019***, as far as the TDS is concerned.

5. On depositing the above amount of award in this Tribunal, the amount of Court Fee Stamp, if recoverable on the awarded amount, be recovered from the awarded amount and the same be taxed as the costs of the petition. Further, interim compensation, if any, paid or deposited, shall be adjusted in this final adjudication.

6. The total compensation be distributed between applicant Nos.1, 2 and 3 to the proportion of 50% - 25% - 25% respectively.

7. From the amount of compensation, applicant Nos.1 and 2 are entitled to get 40% amount of their respective share in cash by drawing an Account Payee Cheque in their respective names and the remaining 60% amount be deposited in any Nationalized Bank in their respective name for the period of five years in the FDR Scheme. Whereas the share of the minor

applicant No.3 is ordered to be invested in through his guardian i.e. applicant no.1 in any nationalized bank of the choice of applicant for the period of 5 years or till she attains majority, whichever is later.

8. The applicants are directed to submit following details within one week from today:-

a) Name of the applicants with address.
b) Name of the Bank & Branch with IFSC code, Account Number of the applicants.
c) First page of the bank passbook, which will compulsorily contain the photograph of the applicants, duly attested by the Bank concerned.

9. Registry is further directed to forward a copy of this award through e-mail to the opponent No.3 immediately and also ensure strict adherence of directions of the Hon'ble Supreme Court in order passed in Writ Petition (Civil) No.534 of 2020 in the case of Bajaj Allianz General Insurance Co. Pvt. Ltd., Vs. Union of India and others., the details of MAC Tribunal, City Civil Court are as follows:

Name of Bank	**State Bank of India, Main Branch, Ahmedabad.**
Account Name	**City Civil & Sessions Court.**
Current Account No.	**00000040749456872**
IFSC Code	**SBIN0000301**
Branch Code	**00301**

10. The investment shall carry the following terms and conditions:-

10.1 The interest on the Fixed Deposit Investment as and when it becomes due, shall be paid to the applicants.

10.2 No loan, over-draft or advance known by any other name or nomenclature, shall be made available on the said fixed deposit investment and the bank shall not allow any encumbrance on the said fixed deposit.

10.3 The bank shall intimate to the Tribunal, the particulars of the fixed deposit investment, such as the date of investment, number of FDR, date of maturity etc., immediately after the issue of FDR.

10.4 The Bank shall be at liberty to issue in the first instance deposit receipt for lesser period. If as per the rules of the Bank, the same cannot be issued for the period of 05 years and upon the maturity, renew the same till the remaining period of 05 years is over.

10.5 At the end of the stipulated period of 05 years as aforesaid, the Bank shall pay the principal amount of FDR with interest accrued thereon, if any by an account payee cheque to be drawn in the name of the applicant.

11. All the opponents shall bear their own costs.

12. Copy of this judgement be sent to opponent No.3 through email.

BILL OF COST

SR. NO.	PARTICULARS	APPLICANT SIDE	OPPONENTS SIDE
1	Court Fee paid	00-00	00-00
2	Court Fee unpaid	15000-00	00-00
3	Vakalatnama	03-00	03-00
4	Process Fee	200-00	00-00
5	Advocate Fee	26975-00	26975-00
	TOTAL	**42178=00**	**26978-00**
	COST NOT ALLOWED		
	Court Fee	00-00	00-00
	Advocate Fee	11500-00	11500-00
	TOTAL COST	**30678=00**	**15478=00**

Note :-(Deficit Court Fee **Rs.15000/-** recovered first from the applicant.)

Given under my -hand & Sign of this Court today 02nd Day of - February- 2026.

Drawn by :- **Checked by :-**

(S.M.Shaikh)
Assistant. Supt.
Decree Dept.

(H.C.Vyas)
Bench Clerk Gr.1
Decree Dept.

(H. P. MEHTA)
Judge, MACT (Aux.) I/C.Court No.29
City Civil Court, Ahmedabad.
Code No.GJ00629

This 19th day of February ,2026.