

GJBH010003162023



Filing No.: MACP/26/2023

Filed On: 30/01/2023

Decided On : 23/04/2026

Duration : 3Y-2M-24D

**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL  
(MAIN), AT. BHARUCH**

**MACP No.26 of 2023**

**Exh. \_\_\_\_\_**

**Claimants:** 1. Ratilal Fogatbhai Vasava  
2. Vijay Ratilal Vasava  
3. Geetaben Nilesh Vasava  
All are R/o. House No.RCL-21/1,  
500 Quarter, GIDC, Ankleshwar,  
Dist. Bharuch.

**Versus**

**Opponents:** 1. Monu Shyamnarayan Sing  
2. Ashokkumar Omprakash Sharma  
Both are R/o. At. Kherkidhula,  
Tal. Dist. Gaurgaon, Hariyana.  
3. The New India Assurance Co. Ltd.  
R/o. Above Axis Bank,  
College Camus, Bholav,  
Bharuch.

**Appearance:**

Ld. Advocate Mr. C. R. Intwala, for the claimant.

Opponent Nos.1&2 Ex-parte.

Ld. Advocate Mr. N. R. Modi, for the opponent No.3.

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**Claim : Rs.15,00,000/- U/s.166 of the M. V. Act, 1988.**

## **JUDGMENT**

1. The claimants being legal heirs of deceased Sukiben Ratilal Vasava (hereinafter referred to as the 'deceased' for short) who died in a road accident, have preferred the present claim petition u/s 166 of the Motor Vehicles Act, 1988 seeking compensation of Rs.15,00,000/- from the opponents.
  - 1.1 The claimant No.1 is the husband of the deceased and claimant Nos.2&3 are the children of the deceased.
2. The brief facts of petition in nutshell are as under:-
  - 2.1 That, on 30/10/2022 at about 8:15 am., Sukiben was walking on the side of the road and proceeding towards Aaram Hotel on Ankleshwar - Bharuch road, at that time, Hiwa Truck No.HR61-C-5415 was driven by its driver at high speed in a rash and negligent manner, and thereby lost control over the vehicle and knocked down pedestrian Sukiben. As a result, Sukiben sustained grievous bodily injuries and was immediately taken to SSG Hospital, Vadodara where she died during the treatment on 31.10.2022. The FIR with respect to the said accident was registered with Ankleshwar City Police Station vide FIR No.11199061220065/2022 against driver of Hiwa Truck.
  - 2.2 According to the claimants, deceased was aged 48 years at the time of accident. It is stated that deceased was doing

masonry work and earning Rs.15,000/- p.m. at the time of accident. It is further stated that had deceased not died in the accident, she would have continued to earn substantial income, thereby providing financial security and support for the well-being of her dependents. It is also stated that due to sad demise of deceased, the claimants have suffered economic loss and claimed Rs.15,00,000/- as compensation under different heads.

**2.3** It is further submitted that the accident occurred due to rash and negligent driving of opponent No.1 i.e. driver of Hiwa Truck and opponent No.2 being owner of the vehicle had insured his vehicle with opponent No.3 at the time of accident. Therefore, all the opponents are jointly and severally liable to pay the amount of compensation to the claimants.

**3.** Despite due service of notice, opponent Nos.1&2 have not appeared before the Tribunal, and therefore, the matter was ordered to be proceeded ex-parte against them vide order dated 27.09.2024.

**3.1** The opponent No.3 – New India Assurance Company appeared through its advocate and filed reply at **Exh.46** inter alia contending that, all the averments made in the claim petition are not true and correct, and denied in toto. It is contended that, the facts regarding occurrence of accident, involvement of offending vehicle, causing

injuries and resultant death of the deceased, age and income of the deceased are not true and correct. It is stated that the accident occurred in the middle of the road, hence contributory negligence of deceased pedestrian may be considered. It is contended that the Hiwa truck driven by opponent No.1 was not operating under valid and effective national permit, nor did it possess the requisite authorization covering the date of the accident. This constitutes a violation of the provisions of Sections 66 and 88 of the Motor Vehicles Act and the rules framed thereunder. Consequently, the insured is deemed to have committed breach of the policy conditions. Thus, the opponent No.3 – insurance company has prayed to exonerate from its liability to pay compensation to the claimants.

4. The claimants have adduced following oral as well as documentary evidences:

<b>Sr. No.</b>	<b>Evidences</b>	<b>Exh.</b>
<b><u>Oral Evidence</u></b>		
<b>1</b>	Ratilal Fogatbhai Vasava	<b>20</b>
<b><u>Documentary Evidences</u></b>		
<b>1</b>	Copy of FIR	<b>22</b>
<b>2</b>	Copy of Spot Panchnama	<b>23</b>
<b>3</b>	Copy of Inquest Panchnama	<b>24</b>
<b>4</b>	Copy of Postmortem Report	<b>25</b>
<b>5</b>	Copy of Death certificate of deceased	<b>26</b>
<b>6</b>	Copy of Driving licence of deceased	<b>27</b>

7	Copy of Certificate of registration of Hiwa Truck	28
8	Copy of Fitness certificate of Hiwa Truck	29
9	Copy of Insurance policy of Hiwa Truck	30
10	Copy of Aadhar Card & Bank Passbook of claimant No.1	31
11	Copy of Aadhar Card & Bank Passbook of claimant No.2	32
12	Copy of Aadhar Card & Bank Passbook of claimant No.3	33
13	Copy of Aadhar Card of deceased	37

4.1 Ld. Advocate for the insurance company has adduced following oral as well as documentary evidences:

Sr. No.	Evidences	Exh.
<b><u>Oral Evidence</u></b>		
1	Prashant Mishra, Administrative Officer (Legal) of New India Assurance Company	43
<b><u>Documentary Evidences</u></b>		
1	Insurance policy of Hiwa Truck	40
2	Certificate of Permit issued by Regional Transport Authority, Bhiwandi	41
3	Screenshot showing expiry of National Permit	42

5. On completion of evidence, Ld. Advocate for the claimants has filed closing pursis at **Exh.38** and Ld. Advocate for the insurance company filed its closing pursis at **Exh.44**.

6. Heard Learned Advocates for the parties, perused the evidence and written submissions produced by Ld. Advocate for the insurance company at **Exh.47**.

7. Following issues are framed at **Exh.18** for determination of this claim petition:
1. Whether the claimants prove that the driver of the vehicle involved in this incident was rash and negligent in driving his vehicle ?
  2. Whether the claimants prove that deceased died because of rash and negligent driving of the driver of the vehicle involved in this incident ?
  3. Whether the claimants are entitled to any compensation ? If yes, to what extent and from whom ?
  4. What order ?
8. My findings on the aforesaid issues, for the reasons stated below are as under:
- 1.In affirmative.
  - 2.In affirmative.
  - 3.In partly affirmative – As per final order.
  - 4.As per final order.

### **REASONS**

#### **Issue Nos.1&2**

9. It is settled legal position of law that the claim tribunal has to decide the negligence on the touchstone of preponderance of probability. Strict rules of evidence are not applicable in an inquiry conducted by the Claims Tribunal. Further, the Tribunal has to hold an inquiry to determine compensation which must appears to it to be just.

**9.1** So far as the question of negligence is concerned, the claimant No.1 who is the husband of the deceased has submitted his affidavit of examination-in-chief at **Exh.20** and has narrated the facts as mentioned in his claim petition. During his cross-examination by Ld. Advocate for the insurance company, he admitted that he was not the eyewitness to the accident.

**9.2** The claimants have produced on record copy of the FIR at **Exh.22** and spot panchnama at **Exh.23** mention the details of Hiwa Truck No.HR61-C-5415, and thereby prima facie established the involvement of the said vehicle. Upon perusal of the FIR, it appears that the same was lodged by Nileshbhai Manharbhai Vasava. As stated therein, his brother-in-law Vijaybhai and mother-in-law Sukiben were proceeding to Vadodara on motorcycle No.GJ6-DL-2004 to attend postdeath rituals. At about 8:00 a.m., Vijaybhai informed him that when Sukiben had alighted near Indian Petrol Pump opposite Aram Hotel on Ankleshwar–Bharuch road to relieve herself, Hiwa Truck No.HR61-C-5415 knocked her down and fled away from the spot. Thereafter, she was taken to SSG Hospital, Vadodara for medical treatment. On the basis of this information, the complainant has lodged the FIR against driver of Hiwa Truck. The spot panchnama (**Exh.23**) clearly indicates that the accident occurred near Indian Petrol Pump on Ankleshwar–Bharuch road where Hiwa Truck No.HR61-

C-5415 was found stationary. However, no damage was found to the said vehicle in the accident.

**9.3** Further, from the documents, such as, Inquest Panchnama (**Exh.24**) and P.M. Report (**Exh.25**), it is established that the deceased died due to hemorrhage following multiple injuries sustained over body in the accident. The said evidence led by the claimants has not been controverted by the opponents.

**9.4** Therefore, considering the facts and circumstances of the present case and material on record, it is evident that opponent No.1 was driving Hiwa Truck at high speed with rash and negligent manner near Indian Petrol Pump on Ankleshwar–Bharuch road. It is also evident that deceased had alighted from the motorcycle near Indian Petrol Pump opposite Aram Hotel on Ankleshwar–Bharuch road to relieve herself, at that time Hiwa Truck No.HR61-C-5415 knocked her down and fled away from the spot. It transpires that opponent No.1 neither attempted to slow down the speed of the vehicle near Indian Petrol Pump nor applied brakes to avoid the accident. Had opponent No.1 taken reasonable care in driving the vehicle, this accident could have been avoided. In the present case, opponent No.1 is the eye-witness to the accident has not stepped into witness-box to depose with respect to negligence and involvement of his vehicle in the accident. Therefore, adverse inference is required to be drawn against him. Thus, there is no

evidence on record to infer negligence or carelessness on the part of deceased in contributing to the accident. Therefore, it is established that the accident had occurred due to sole rash and negligent driving on the part of opponent No.1 i.e. driver of Hiwa Truck, resulting in death of Sukiben in the accident. Hence, I answer Issue Nos.1&2 in “*Affirmative*”.

### **Issue No.3**

10. It is settled legal position of law that award must be just, which means that compensation should, to the extent possible, fully and adequately restore the claimant to the position prior to the accident. The object of awarding damages is to make good the loss suffered as a result of wrong done as far as money can do so, in a fair, reasonable and equitable manner.
  
11. According to say of claimants, deceased was aged 48 years at the time of accident. On perusing the Aadhar Card at **Exh.37**, deceased's birth date is mentioned as 01.01.1967. The claimants have not produced birth certificate or school leaving certificate of deceased. However, for deciding just compensation, the date of birth mentioned in Aadhar Card is considered to determine age of the deceased. Therefore, deceased was 55 years old at the time of accident. Thus, considering the decision in the case of **Sarla Varma v/s Delhi Transport Corporation & Ors [2009 ACJ 1298]**,

multiplier of **11** is applicable.

**12.** The claimant No.1 who is the husband of the deceased has stated in his evidence at **Exh.20** that, deceased was doing masonry work and earning Rs.15,000/- p.m. at the time of accident. The claimants have not produced documentary evidence to prove the income of the deceased and this fact is also admitted by claimant No.1 in his cross-examination at Exh.20. However, considering the age and avocation of the deceased, nature of work performed by the deceased and considering the minimum wages prevailing at the relevant time, it would be just and proper to consider income of the claimant as **Rs.9,400/- p.m.** and **Rs.1,12,800/- p.a.**

**12.1** The deceased was aged 55 years, and therefore as per the decision reported in the case **National Insurance Co. Vs. Pranay Sethi** reported in **2017 (16) SCC 680**, the income of the deceased is required to be increased by **10%** i.e. **Rs.11,280/-** [Rs.1,12,800 p.a. income x 10% future prospects]. Hence, deceased's yearly income at the time of accident including future prospects is considered as  $Rs.1,12,800 + Rs.11,280 = \mathbf{Rs.1,24,080/-}$ .

**13.** As there are three dependent family members of the deceased, therefore **1/3<sup>rd</sup>** amount is required to be deducted towards the personal and living expenses of the deceased to arrive at just compensation.

14. After deduction of personal and living expenses of the deceased, dependency loss would be Rs.1,24,080/- p.a. income – Rs.41,360/- (1/3 of total income Rs.1,24,080/-) = Rs.82,720 x 11 multiplier = Rs.9,09,920/-. Therefore, it is just and proper to award sum of **Rs.9,09,920/- under the head of loss of dependency.**
15. As held in *Para No. 61 (viii) of Pranay Sethi's case* that reasonable figures on conventional heads, namely; *Loss of Estate, Loss of Consortium and Funeral Expenses* should be *Rs.15,000/-, Rs. 40,000/- and Rs. 15,000/- respectively.* The aforesaid amounts should be enhanced at the rate of *10%* in every three years. As six years have been passed from the date of pronouncement of the *Pranay Sethi (supra)*, therefore, this Tribunal deems fit to enhance the amount to be paid under the conventional head. The date of judgment of *Pranay Sethi's case* is 31.10.2017 and therefore, 10% amount under loss of estate would be *Rs.16,500/-*, loss of consortium would be *Rs.44,000/-* and funeral expenses would be *Rs.16,500/-* after 01.11.2020. Now after 01.11.2023, further 10% is required to be enhanced. Therefore, the amount under loss of estate would be *Rs.18,150/-*, loss of consortium would be *Rs.48,400/-* and funeral expenses would be *Rs.18,150/-*. Therefore, as per the directions of the Hon'ble Supreme Court in *Pranay Sethi (supra)*, the claimants are entitled to *Rs.18,150/- towards Loss of Estate* and *Rs.18,150/- towards Funeral Expenses.*

**15.1** Further, so far as the grant of consortium to the claimants are concerned, the Hon'ble Supreme Court in the case of **New India Insurance Company Ltd. Vs. Somwati 2020 SCC Online SC 720, United Insurance Co. Ltd. Vs. Satinder Kaun 2020 SCC Online SC 410, Joginder Singh Vs. ICICI Lombard General Insurance Company 2019 SCC Online SC 1029, Magma General Insurance Co. Ltd. v. Nanu Ram Alias Chuhru Ram reported in 2018 (0) AIJEL-SC 62739** has categorically held that in addition to spouse, the children are entitled to parental consortium in the case of death of the parents and parents are entitled to filial consortium in the case of death of their child and the amount to be awarded for Loss of Consortium will be as per the amount fixed in **Pranay Sethi (supra)**. It is held by the Hon'ble Supreme Court in the case of **Magma General Insurance Co. Ltd. (supra)** at **para 8.7 to para-8.7.8** that,

**8.7** *A Constitution Bench of this Court in [Pranay Sethi \(supra\)](#) dealt with the various heads under which compensation is to be awarded in a death case. One of these heads is Loss of Consortium.*

**8.7.1** *In legal parlance, "consortium" is a compendious term which encompasses 'spousal consortium', 'parental consortium', and 'filial consortium'.*

**8.7.2** *The right to consortium would include the company, care, help, comfort, guidance, solace and affection of the deceased, which is a loss to his family. With respect to a spouse, it would include sexual relations with the deceased spouse. (Rajesh and Ors. vs. Rajbir Singh and Ors. [JT 2013 (8) SC 288].*

**8.7.3** *Spousal consortium is generally defined as rights pertaining to the relationship of a husband-wife which allows compensation to the surviving spouse for loss of "company, society, co-operation, affection, aid the other in every conjugal relation."*

- 8.7.4 Parental consortium is granted to the child upon the premature death of a parent, for loss of “parental aid, protection, affection, society, discipline, guidance and training.”*
- 8.7.5 Filial consortium is the right of the parents to compensation in the case of an accidental death of a child. An accident leading to the death of a child causes great shock and agony to the parents and family of the deceased. The greatest agony for a parent is to lose their child during their lifetime. Children are valued for their love, affection, companionship and their role in the family unit.*
- 8.7.6 Consortium is a special prism reflecting changing norms about the status and worth of actual relationships. Modern jurisdictions world-over have recognized that the value of a child’s consortium far exceeds the economic value of the compensation awarded in the case of the death of a child. Most jurisdictions therefore permit parents to be awarded compensation under loss of consortium on the death of a child. The amount awarded to the parents is a compensation for loss of the love, affection, care and companionship of the deceased child.*
- 8.7.7 The Motor Vehicles Act is a beneficial legislation aimed at providing relief to the victims or their families, in cases of genuine claims. In case where a parent has lost their minor child, or unmarried son or daughter, the parents are entitled to be awarded loss of consortium under the head of Filial Consortium.*
- 8.7.8 Parental Consortium is awarded to children who lose their parents in motor vehicle accidents under the Act.*

**15.2** Therefore, claimant No.1 husband of the deceased is entitled to get **Rs.48,400/- towards Spousal Consortium**, and claimant Nos.2&3 children of the deceased are entitled to get **Rs.48,400/- each towards Parental Consortium**.

**16.** Now, coming to the computation of compensation and by applying the settled guideline, the compensation is calculated as under: -

**SUMMARY OF COMPUTATION OF AWARD AMOUNT**

<b>1</b>	Date of accident	30.10.2022	
<b>2</b>	Name of the deceased	Sukiben Ratilal Vasava	
<b>3</b>	Age of the deceased	55 Years	
<b>4</b>	Occupation of deceased	Masonry work	
<b>5</b>	Income of the deceased	Rs.9,400/- p.m.	
<b>6</b>	Name, age and relationship of legal representatives of deceased		
	<b>Name</b>	<b>Age</b>	<b>Relation</b>
<b>i</b>	Ratilal Fogatbhai Vasava	52	Husband
<b>ii</b>	Vijay Ratilal Vasava	28	Son
<b>iii</b>	Geetaben Nilesh Vasava	22	Daughter

**COMPUTATION OF COMPENSATION**

<b>Sr No</b>	<b>Description</b>	<b>Amount</b>
<b>7.</b>	Yearly Income of deceased (A)	Rs.1,12,800/- p.a.
<b>8.</b>	Add future Prospect (B)	<b>10%</b> of 1,12,800/- = <b>Rs.11,280/-</b>
<b>9.</b>	Income including future prospects of the deceased (C)	1,12,800 + 11,280 = <b>Rs.1,24,080/-</b>
<b>10.</b>	Less personal & living expenses of the deceased (D)	1,24,080 x 1/3 = <b>Rs.41,360/-</b>
<b>11.</b>	Multiplier (E)	<b>11</b>
<b>12.</b>	Total loss of dependency (C – D) x E = (F)	( 1,24,080 – 41,360) = Rs.82,720 x 11 <b>Rs.9,09,920/-</b>
<b>13.</b>	Compensation for loss of spousal and parental consortium (G)	Rs.48,400 x 3 = <b>Rs.1,45,200/-</b>
<b>14.</b>	Compensation for loss of estate (H)	<b>Rs.18,150/-</b>
<b>15.</b>	Compensation towards funeral expenses (I)	<b>Rs.18,150/-</b>
<b>16.</b>	Total Compensation (F + G + H + I) = (J)	<b>Rs.10,91,420/-</b>
<b>17.</b>	Rate of Interest Awarded	<b>9% p.a.</b>

17. Hence, claimants are entitled to get **Rs.10,91,420/-** as compensation.

**Liability of opponent No.3 – insurance company with respect to invalid permit of Hiwa Truck.**

18. Ld. Advocate for the insurance company has filed written submissions at **Exh.47** and submitted that, the Hiwa Truck was being driven by opponent No.1 was not holding valid permit at the time of accident. He has further submitted that, witness Prashant Mishra has stated in his examination-in-chief at **Exh.43** that, the permit of Hiwa Truck No.HR61-C-5415 was issued by the RTO, Haryana from 06.10.2020 to 05.10.2025 for which National Permit was valid from 08.10.2021 to 05.10.2022 and was further renewed from 02.11.2022 to 05.10.2023. Therefore, the subject vehicle was plied outside the State of Haryana for which National Permit authorization was not valid on 30.10.2022 i.e. the date of accident, and thereby violated the provisions of Sections 66 & 88 of Motor Vehicles Act. He has therefore submitted that Hiwa truck plied on the road without valid and effective permit amounts to breach of terms and conditions of the policy. Hence, the insurance company is required to be exonerated from its liability to pay compensation to the claimants.

- 18.1 Per contra, Ld. Advocate for the claimants has submitted that if the alleged truck was not having valid permit on the date of accident and breach with respect to same is

established, the insurance company is required to pay the compensation to the claimants who are third parties and thereafter can recover the amount from owner.

**18.2** Considering the rival submissions made by Ld. Advocates for the parties, question arises whether the truck plied on the road without valid permit ?

**18.3** So far as the dispute as regards valid permit of the offending truck is concerned, it appears from documents produced at **Exh.41** that, the permit of Hiwa Truck No.HR61-C-5415 was initially valid for the State of Haryana from 06.10.2021 to 05.10.2025. However, the record further indicates that the permit was valid from 08.10.2021 to 05.10.2022 and was subsequently renewed from 08.11.2022 to 05.10.2023. Therefore, it is evident that the vehicle in question did not possess valid National Permit to operate outside the State of Haryana on 30.10.2022, i.e., the date of accident. This fact is also supported by evidence of witness Prashant Mishra, Administrative Officer (Legal) of New India Assurance Company at **Exh.43**. Therefore, it is established that the truck was plied outside the State of Haryana without valid permit on 30.10.2022 i.e. the date of accident. Thus, the owner i.e. opponent No.2 had committed breach of policy conditions.

**18.4** In the case of **Amrit Paul Singh & Anr. v. Tata AIG General Insurance Co.** reported in **(2018) 7 SCC 558**, the

Hon'ble Apex Court has observed and held that, *even there was no legal or valid permit on the date of accident, the appellant insurer is not liable, however, the appellant as insurer must pay the amount of compensation along with interest as provided by the tribunal and thereafter, the insurer may recover the said amount from the owner of the vehicle.* The Hon'ble Apex Court has also held at **para-23** as under:-

23. *In the case at hand, it is clearly demonstrable from the materials brought on record that the vehicle at the time of the accident did not have a permit. The appellants had taken the stand that the vehicle was not involved in the accident. That apart, they had not stated whether the vehicle had temporary permit or any other kind of permit. The exceptions that have been carved out under Section 66 of the Act, needless to emphasise, are to be pleaded and proved. The exceptions cannot be taken aid of in the course of an argument to seek absolution from liability. Use of a vehicle in a public place without a perrnit is a fundamental statutory infraction. We are disposed to think so in view of the series of exceptions carved out in Section 66. The said situations cannot be equated with absence of licence or a fake licence or a licence for different kind of vehicle, or, for that matter, violation of a condition of carrying more number of passengers. Therefore, the principles laid down in Swaran Singh (supra) and Lakhmi Chand (supra) in that regard would not be applicable to the case at hand. That apart, the insurer had taken the plea that the vehicle in question had no permit. It does not require the wisdom of the "Tripitaka", that the existence of a permit of any nature is a matter of documentary evidence. Nothing has been brought on record by the insured to prove that he had a permit of the vehicle. In such a situation, the onus cannot be cast on the insurer. Therefore, the tribunal as well as the High Court had directed the insurer was required to pay the compensation amount to the claimants with interest with the stipulation that the insurer shall be entitled to recover the same from the owner and the driver. The said directions are in consonance*

*with the principles stated in Swaran Singh (supra) and other cases pertaining to pay and recover principle.*

**18.5** The Hon'ble Gujarat High Court in the case of **Bajaj Allianz General Insurance Company Ltd. v. Hiteshkumar Manubhai Joshi** reported in **2021(2) TAC 83 (Guj.)** held that, on the date of accident, the permit was not in existence since the vehicle plied on the road without permit, it amounted to violation of terms and conditions of the policy, however, the insurance company was directed to pay but with liberty to recover the same from owner.

**18.6** It is settled legal position of law that unless the breach of policy condition such as absence of permit or fitness has a nexus with the cause of accident, insurer cannot avoid liability u/s 149 (2) of Motor Vehicles Act. In the present case, no causal link between absence of permit/fitness and the accident has been proved. Hence, the insurance company cannot escape its liability. Further, considering the decision in the case of (1) **Amrit Paul Singh (supra)** & (2) **Hiteshkumar Manubhai Joshi (supra)**, it would be just and proper if the order of pay and recover is passed against insurance company. Therefore, opponent No.3 – insurance company is directed to pay the amount of compensation to the claimants and thereafter, is at liberty to recover the compensation from the owner of the truck.

**18.7** In view of above mentioned discussion, the present accident had occurred because of sole negligence of

opponent No.1 – Hiwa Truck driver. At the relevant time, opponent No.2 was the owner of Hiwa Truck No.HR61-C-5415 and this fact is established from the RC Book of the vehicle in question produced at **Exh.28**. Further, on perusing insurance policy of Hiwa Truck No.HR61-C-5415 at **Exh.40**, it transpires that the subject vehicle was insured with the opponent No.3 for the period from 23.09.2022 to 22.09.2023. Therefore, it was valid insurance on 30.10.2022 i.e., the date of accident. Thus, the claimants are entitled to recover the compensation with interest @ 9% p.a. from the date of claim petition till realization from opponent Nos.1&2 and opponent No.3 is directed to first pay the awarded amount to the claimants, and in turn, insurance company can recover the same from the owner of the vehicle truck i.e. opponent No.2. Hence, I answer Issue No.3 in the '**Partly affirmative**' accordingly and for Issue No.4, the following final order is passed:-

**ORDER**

1. The claim petition stands partly allowed against opponent Nos.1&2, whereas, opponent No.3 is hereby exonerated.
2. The claimants are entitled to recover **Rs.10,91,420/- (Rupees Ten Lac Ninety One Thousand Four Hundred Twenty only)** as compensation with cost and interest at the rate of 9% p.a. from the date of the claim petition till realization of the amount from the opponent Nos.1&2, jointly & severally.
3. The opponent No.3 is exonerated from its liability,

however, opponent No.3 is directed to first pay the amount of compensation in favour of the claimants and then recover the same from the owner of truck i.e. opponent No.2.

4. The interim amount of compensation, if any, paid or deposited under the principle of No Fault Liability, will be adjusted from the aforesaid amount of compensation awarded in this final adjudication.
5. The claimant Nos.1 to 3 shall get **equal** share in the awarded amount.
6. As per the award, the concerned opponents are directed to transfer the amount of court fees through RTGS or NEFT mode in the account of Additional District Judge, Bharuch, the details of account are as under:

<b>A/c. Name</b>	<b>Additional District Judge, Bharuch</b>
<b>Branch Name</b>	<b>State Bank of India, Muktinagar Branch, Bharuch</b>
<b>A/c. No.</b>	<b>40759978524</b>
<b>IFSC Code</b>	<b>SBIN0008278</b>
<b>MICR</b>	<b>392002002</b>

7. After depositing the amount of court fees in the account of Additional District Judge, Bharuch, the concerned opponents shall inform with full details, such as, MACP Number, Date of Award, Transfer of Court Fee Amount and Date of Transfer to this Tribunal on e-mail I.D. [mactbha@gmail.com](mailto:mactbha@gmail.com).
8. The claimants are hereby directed to furnish the details of their bank account maintained with Nationalized Bank along with first page of the Passbook showing Account

Number, Name of the Account Holder, IFSC Code and other required details duly supported by an affidavit within reasonable time before this Tribunal. It is further directed to the claimants to submit the certificate of the banker certifying that the account is of the concerned claimants. Upon receipt of the aforesaid bank details, as per the decision of the Hon'ble Apex Court in the case **Paraminder Singh v. Honey Goyal & Ors.** in Civil Appeal arising out of SLP (C) No.4484 of 2020, the concerned opponents are directed to transfer the awarded amount into bank account of concerned claimants within 30 days. Before transferring the amount into the bank account of the concerned claimant/s, the opponents shall inform the concerned bank of the claimants well in advance regarding the transfer of the awarded amount, so that the concerned bank is able to give effect to the direction of this tribunal regarding depositing of respective amount in fixed deposit.

9. The concerned opponents are also directed to intimate this tribunal on e-mail I.D. [mactbha@gmail.com](mailto:mactbha@gmail.com) with respect to transfer of awarded amount in the bank account of the concerned claimant along with proof of such transfer, such as, MACP Number, Name of Claimant, Amount Transfer, Date of Transfer, Name of Claimant's Bank with Account Number within 7 days from date of transfer.
10. Out of the amount deposited by the insurance company, **70%** amount shall be invested in FDR by the concerned bank in the name of concerned claimants for a period of 5 years. The bank of the claimants is directed to intimate the

details with respect to the Fixed Deposit/s made as per the present award in the name of claimant/s to this tribunal immediately after depositing the amount in FDR. The concerned Bank is directed not to grant any loan, advances or withdrawal against the said FDRs without obtaining prior permission of this Tribunal. However, the claimant/s will be at liberty to withdraw the periodical interest accrued on the said FDRs. The Nazir of the District Court to ensure the compliance of this award.

11. The cost of the proceedings incurred by the claimants as well as the opponents shall be born by the opponents.
12. Registry is directed to forward the copy of the judgment through e\_mail to the insurance company as well as concerned bank of the claimants.
13. Award be drawn accordingly.

Pronounced in the open Court today on 23<sup>rd</sup> April, 2026.

Date: 23/04/2026

**(Rajesh Karmarsinh Desai)**  
**MAC Tribunal (Main)**  
**Bharuch**  
**Code No.GJ00912**