GJBH010007302022

Filing No.:	MACP/111/2022
Filed On:	07/03/2022
Decided On :	30/04/2026
Duration :	4Y-1M-23D

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

MACP No.111 of 2022
Exh. ____

Claimant: Shaileshbhai Motibhai Vasava
R/o. Tad Falia, At. Kakadkui,
Tal. Netrang, Dist. Bharuch.

V/s.

Opponents :
1. Diwanjibhai Damaniyabhai Vasava
R/o. 92, Patel Falia, Mukam-Ghodi,
PO. Samot, Tal. Dediapada,
Dist. Narmada.
2. Go-digit General Insurance Co. Ltd.
At. A/1002, 10th Floor, Ratnakar Nine
Square, Nr. Keshavbaug,
Vastrapur, Ahmedabad.

Appearance:-
Ld. Advocate Mr. C. R. Intwala, for the claimant.
Opponent No.1 Ex-parte.
Ld. Advocate Mr. P. G. Shah, for the opponent No.2.

Claim : Rs.7,00,000/- U/s.166 of the M. V. Act, 1988.

JUDGMENT

1. The claimant has preferred the present claim petition under Section 166 of the Motor Vehicles Act, 1988 (hereinafter referred to as the 'Act' for short) seeking compensation to the tune of Rs.7,00,000/- from the opponents on account of accidental injuries sustained by him in a road accident.

2. The brief facts of this petition are as under:-

2.1 That, on 21/12/2021 at about 10:00 pm., claimant was traveling from Kakadkui to Kevdi by driving Motorcycle No.GJ16-BH-9018 on the left side of the road at moderate speed. When he reached between Mota Jambuda and Nana Jambuda, at that time Motorcycle No.GJ22-M-320 came at high speed with rash and negligent manner, and thereby its driver lost control over the vehicle and dashed with Motorcycle No.GJ16-BH-9018 by coming wrong side of the road. As a result, claimant thrown off the road and sustained grievous bodily injuries in the accident. The FIR with respect to the said accident was registered with Netrang Police Station vide FIR No.11199005211462 of 2021 against claimant.

2.2 According to the claimant, he was aged 34 years at the time of the accident. It is stated that the claimant was employed as 'Helper' in the company at GIDC, Jhagadia and earning Rs.15,000/- per month at the time of accident. It is further stated that in the said vehicular accident, the claimant sustained head injury and multiple fractures over the body, and therefore immediately taken to Civil Hospital, Surat where he received indoor treatment from 21.12.2021 to 24.12.2021. Thereafter, he was shifted to Sardar Patel Hospital, Ankleshwar where he received indoor treatment from 24.12.2021 to 27.12.2021. Due to seriousness, he was thereafter admitted in the said hospital from 30.12.2021 to 05.01.2022 where he received indoor treatment and discharged thereafter. It is also stated that the claimant has incurred expenses of Rs.1,10,000/- towards his medical treatment. It is further stated that claimant's working capacity has been reduced on account of accidental injuries and suffered loss of income. It is also stated that due to such injuries, he suffered permanent disability due to which he is suffering difficulties in his daily routine life. Hence, claimant has claimed the amount of Rs.7,00,000/- as compensation from the opponents under different heads.

2.3 It is further submitted that the said vehicular accident had occurred due to negligent act of the opponent No.1 – driver of motorcycle No.GJ22-N-320 and he being owner of the said motorcycle had insured his vehicle with the opponent No.2. Therefore, both the opponents are jointly and severally liable to pay the amount of compensation to the claimant.

3. Despite due service of notices, opponent No.1 has not appeared before the Tribunal, and therefore, the matter was ordered to be proceeded ex-parte against him vide order dated 23.01.2024.

3.1 The opponent No.2 – Insurance Company has appeared through its advocate and filed reply at **Exh.10** 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 vehicles, causing injuries and resultant disablement, age and income of the claimant are not true and correct. It is stated that the claimant was driving the motorcycle without wearing helmet, and thereby committed breach of the provisions of section 129 of M. V. Act. It is further stated that claimant was driving his motorcycle at high speed and in negligent manner and dashed with motorcycle of opponent No.1 by coming wrong side of the road. Therefore, FIR was lodged against the claimant and he should be held responsible for the cause of accident. It is contended that, opponent No.1 – motorcyclist was not holding valid and effective driving licence on the day of accident and has not satisfied the requirements of the Rule 3 of the Central Motor Vehicles Rules, 1989, and thereby, the insured had committed breach of policy conditions. Thus, the opponent No.2-insurance company may be exonerated from its liability to pay compensation to the claimants.

4. The claimant has adduced following oral as well as documentary evidences:

Sr. No.	**Evidences**	**Exh.**
	Oral Evidences	
1	Shaileshbhai Motibhai Vasava	**13**
	Documentary Evidences	
1	Discharge card issued by New Civil Hospital, Surat	**17-19**
2	Copy of Aadhar card of claimant	**20**
3	Copy of FIR	**21**
4	Copy of Panchnama of place of occurrence	**22**

5	Copy of Discharge card issued by Sardar Patel Hospital	**23**
6	Copy of RC Book of motorcycle No.GJ22-M-320	**24**
7	Copy of Insurance policy of motorcycle No.GJ22-M-320	**25**
8	Medical bills of Rs.31,550/-	**27**
9	Medical bills of Rs.36,500/-	**28**
10	Medical bills of Rs.47,466/-	**29**
11	Disability certificate	**30**

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

Sr. No.	**Evidences**	**Exh.**
	Oral Evidences	
1	Diwanji Damaniyabhai Vasava (opponent no.1)	**38**
2	Bhavesh Maganbhai Kheni, Assistant Manager of insurance company	**42**
	Documentary Evidences	
1	Charge-sheet	**34**
2	Police statement of opponent No.1	**35**
3	Insurance Policy of motorcycle No.GJ22-M-320	**41**

5. On completion of evidence, Ld. Advocate for the claimant has filed closing pursis at **Exh.31**, whereas, Ld. Advocate for the insurance company filed closing pursis at **Exh.43.**

6. Heard Learned Advocates for the parties, perused the evidence and written submissions produced by Ld. Advocate for the insurance company at **Exh.44**.

7. Following issues are framed at **Exh.12** for determination of this claim petition:

1. Whether the claimant proves that he sustained injuries on account of rashness or negligent driving on the part of driver of the vehicle involved in the accident ?
2. What amount, the claimant is entitled to get by way of compensation and from which of the opponents ?
3. What order ?

8. My findings on the aforesaid issues, for the reasons stated below are as under:

1. In affirmative.
2. In partly affirmative – As per final order.
3. As per the final order.

<u>REASONS</u>

<u>Issue No.1</u>

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 The claimant has submitted his affidavit of examination-in-chief at **Exh.13** and narrated the facts as mentioned in the claim petition. During his cross-examination by the learned Advocate for the insurance company, he stated that the accident took place at 8:00 to 8:30 p.m. between Mota

Jambuda and Nana Jambuda. He further deposed that he was driving motorcycle from Kakadkui village when another motorcycle approached from the opposite direction. He voluntarily stated that the said motorcycle came from the wrong direction. He denied that accident occurred because he was driving on the wrong side. He admitted that police complaint regarding the accident was lodged against him by opponent No. 1. However, he voluntarily stated that he remained unconscious after the accident, and therefore, the complaint was filed against him. He denied that the accident occurred due to his negligence.

9.2 Diwanji Damaniyabhai Vasava i.e. opponent No.1 has been examined by Ld. Advocate for the insurance company at **Exh.38**. In his examination-in-chief, he deposed that at the time of incident, he was returning to his home from Kim while driving motorcycle No.GJ-22-M-320. He further stated that he was driving his motorcycle on the left side of the road between Mota Jambuda and Nana Jambuda at a speed of approximately 40 km/h. He deposed that while he was driving on the correct side of the road, an oncoming motorcycle came from the wrong side, collided with his motorcycle, and fled away from the spot. He further stated that he was unable to specify the exact speed of the other vehicle. He also stated that after the accident, he fell on the left side of the road, while his motorcycle remained on the middle of the road, and he became unconscious immediately after the impact.

He denied that the accident occurred due to his negligence. He stated that he lodged police complaint regarding the incident, pursuant to which a charge sheet was filed against the driver of the other motorcycle. During his cross-examination, he admitted that in his complaint he stated that the oncoming vehicle came on the middle of the road and collided with his motorcycle. He denied that he was driving his motorcycle at a speed of 60 km/h. He further stated that he was taken to Netrang Hospital approximately half an hour after the incident. He stated that after he became conscious, he did not see the driver of other motorcycle. He denied that he rushed to lodge complaint immediately after became conscious. He further stated that he is not aware as to whether the court has acquitted the other driver.

9.3 The claimant has produced on record copy of the FIR at **Exh.21** and spot panchnama at **Exh.22** mention the details of motorcycle No.GJ16-BH-9018 and motorcycle No.GJ22-M-320, and thereby prima facie established the involvement of the said vehicles. Upon perusal of the FIR, it appears that the same was lodged by Diwanji Damaniyabhai Vasava i.e. opponent No.1. As stated in the FIR, the complainant was traveling on his motorcycle No.GJ22-M-320 between Mota Jambuda and Nana Jambuda when another motorcycle No.GJ16-BH-9018 approached from the opposite direction at high speed and in a rash and negligent manner, and collided with his motorcycle. The spot panchnama at **Exh.22** indicates that the incident occurred in the middle of the road between Mota Jambuda and Nana Jambuda, where pieces of fiber and broken mirror were found scattered. It further reveals that Motorcycle No.GJ22-M-320 was found on the eastern edge of the road, with its front portion completely damaged in the accident, whereas, Motorcycle No.GJ16-BH-9018 was found on the western edge of the road in a horizontal position, with its front portion completely damaged in the accident.

9.4 Therefore, considering the facts and circumstances of the case, evidence of both the riders and material available on record, it reveals that both the claimant and opponent No.1 have been negligent in causing the accident. The claimant has contended that Motorcycle No.GJ22-M-320 was being driven by opponent No.1 on the wrong side, whereas opponent No.1 has alleged that Motorcycle No.GJ16-BH-9018 was being driven by the claimant on the wrong side of the road. Thus, there are different versions from both drivers regarding the manner of the accident. In this context, spot panchnama (**Exh.22**) carries considerable evidentiary value. It indicates that the road was 32 feet wide with two lanes. The head-on collision between the two motorcycles occurred on the middle of the road, where pieces of fiber and broken mirrors were found scattered. Further, both motorcycles were found on opposite edges of the road with frontal damage which suggests both the motorcycles met with head-on-collision. It transpires that both the vehicles were driven on the middle of the road at the time of accident. Moreover, it is an admitted position that the FIR (**Exh.21**) was lodged against the claimant and charge-sheet (**Exh.34**) was subsequently filed against the present claimant. Although the charge-sheet is not conclusive proof of negligence, it does carry evidentiary value and supports the version put forth by opponent No.1. In view of the peculiar facts, conflicting testimonies of both the drivers, the location of impact as reflected in the spot panchnama and the nature of damage to both vehicles clearly indicates that both the motorcycle met with head-on-collision on the middle of the road. If both the riders had taken due care and caution while driving their vehicles, this accident could have averted. Ld. Advocate for the insurance company has submitted that claimant did not wear helmet at the time of accident, therefore he may be held liable for the accident. However, merely on the basis of not wearing helmet, sole negligence can not be attributed to the claimant in causing the accident. Therefore, this tribunal is of the considered opinion that the accident occurred due to equal negligence on the part of drivers of both the vehicles. Hence, I answer issue No.1 in ***"Affirmative"***.

<u>Issue No.2</u>

10. It is settled legal position of law that, if victim of an accident suffers permanent or temporary disability, then efforts should be made to award adequate compensation not only for the physical injury and treatment, but also for the pain, suffering and trauma caused due to accident, loss of earnings and victim's inability to lead a normal life and enjoy amenities, which he would have enjoyed but for the disability caused due to the accident. The purpose of compensation under the Motor Vehicles Act is to fully and adequately restore the aggrieved to the position prior to the accident.

11. According to say of claimant, he was aged 34 years at the time of accident. On perusal of Aadhar Card at **Exh.20**, date of birth of the claimant is mentioned as 01.01.1987. The claimant has not produced school leaving certificate or birth certificate to prove his age. However, in absence of the said evidence, Aadhar card is considered to decide age of the claimant for the purpose of just compensation. Thus, claimant was 34 years old at the time of accident. Therefore, considering the decision in the case of **Sarla Varma v/s Delhi Transport Corporation & Ors.** reported in **[2009 ACJ 1298 SC]**, multiplier of **16** is applicable.

12. So far as income of the claimant is concerned, he has stated in his affidavit of examination-in-chief vide **Exh.13** that, he was working as helper in company at GIDC, Jhagadia and earning Rs.15,000/- per month at the time of accident. The claimant has not produced documentary evidence to prove his income. However, considering the age of claimant, year of accident, nature of work performed by the claimant and considering the minimum wages prevailing at the relevant time, it would be just and proper if the income of the claimant is considered as **Rs.9,500/- p.m.** and **Rs.1,14,000/- p.a.**

12.1 Considering the age of the claimant at the time of accident, this is a fit case to give rise of **40%** in actual salary i.e. **Rs.45,600/-** (Rs.1,14,000 x 40%) in the actual income of the claimant and therefore, annual income including future rise in salary of the claimant would be Rs.1,14,000 + Rs.45,600 = **Rs.1,59,600/-**.

13. To prove the injuries, claimant has categorically stated in his affidavit at **Exh.13** that in the said vehicular accident, he sustained sustained head injury and multiple fractures over his body and was immediately taken to Civil Hospital, Surat, where he received indoor treatment from 21.12.2021 to 24.12.2021. Thereafter, he was shifted to Sardar Patel Hospital, Ankleshwar, where he underwent indoor treatment from 24.12.2021 to 27.12.2021. Due to serious injuries, he was again admitted to the same hospital from 30.12.2021 to 05.01.2022, where he received indoor treatment and was thereafter discharged.

13.1 So far as the disability sustained by the claimant is concerned, he has relied upon the disability certificate issued by Dr. Rajesh R. Parmar, M.S. (Orthopedics) at **Exh.30** from which it appears that claimant had sustained injury over right maxilla, fracture tibia and fracture clavicle with fracture maxilla and zygomatic arch and fracture of right orbital floor and amputation of 2nd toe of left foot, resulting in permanent partial disability @ 65%. However, Ld. Advocates for the claimant and insurance company have made 'no objection' endorsement at Exh.30 to consider 28% disability of the claimant body as whole, and therefore the doctor has not been examined. Hence, considering the nature of injury, physical disability, age and avocation of the claimant, it would be just and proper if the functional disability of the claimant is considered as **28%**.

14. Taking into considering the functional disability of the claimant which is assessed as **28%**, his yearly loss of income would come to round off **Rs.44,688/- p.a. [28% of Rs.1,59,600].** As above discussed, considering the age of the claimant, the multiplier of **16** would be applicable, hence, the future economic loss of income would come to **Rs.7,15,008/-** (Rs.44,688 x 16 multiplier).

15. Considering the nature of injuries sustained by the claimant and the evidence of medical treatment, **Rs.25,000/-** is awarded under the head of **Pain, Shock & Sufferings.**

16. On perusing the discharge cards at **Exh.17 to Exh.19**, it appears that claimant has received indoor treatment from 08.02.2022 to 12.03.2022, from 29.03.2022 to 11.04.2022 and from 26.08.2022 to 17.09.2022 in New Civil Hospital, Surat. Further, on perusal of discharge card issued by Sardar Patel Hospital at **Exh.23**, it appears that claimant has received indoor treatment from 24.12.2021 to 27.12.2021 and from 30.12.2021 to 05.01.2022. Therefore, the claimant might have required help of attendant. Further, he might have incurred expenses towards transportation, special diets and nutritious food and other miscellaneous expenses also. Hence, looking to nature of injuries, period of hospitalization as well as other facts on record, it would be just & proper to award a sum of **Rs.50,000/- towards Attendant, Special diets** and **Transportation Expenses.**

17. According to say of claimant, he could not do his work for a period of one year on account of accidental injuries. Therefore, considering the nature of injuries, he would not have worked for a period of around 4 months. Thus, actual loss of income would be Rs.9,500/- p.m. income x 4 months = Rs.38,000. Hence, it is just and reasonable to award sum of **Rs.38,000/- under the head actual loss of income.**

18. According to averments made in the oral evidence of claimant at **Exh.13**, he incurred Rs.1,10,000/- towards his medical treatment. The claimant has produced medical bills of Rs.31,550/- at **Exh.27,** medical bills of Rs.36,500/- at **Exh.28** and medical bills of Rs.47,466/- at **Exh.29**. Therefore, the claimant had incurred total amounting to Rs.1,15,516/-. Thus, it would be just and proper to award round off **Rs.1,15,500/- towards medical expenses**. Considering the amount of medical expenses, the order of disbursement of amount is required to be passed by the tribunal.

19. Thus, the claimant is entitled to get amount of compensation under the following different heads:-

SUMMARY OF THE COMPUTATION OF AWARD AMOUNT

1	Date of accident	21.12.2021
2	Name of the injured	Shaileshbhai Motibhai Vasava
3	Age of the injured	34 Years
4	Occupation of the injured	Service
5	Income of the injured	Rs.9,500/- per month
6	Nature of injury	Injury over right maxilla, fracture tibia and fracture clavicle with fracture maxilla and zygomatic arch and fracture of right orbital floor and amputation of 2nd toe of left foot
7	Period of hospitalization	From 08.02.2022 to 12.03.2022; from 29.03.2022 to 11.04.2022 and from 26.08.2022 to 17.09.2022 in New Civil Hospital, Surat; and from 24.12.2021 to 27.12.2021 and from 30.12.2021 to 05.01.2022 in Sardar Patel Hospital.
8	Whether any permanent disability? If yes, give details	Yes. 65% permanent disability.
9	**Computation of Compensation**	
Sr. No.	**Heads**	**Awarded by the Tribunal**
10	**Pecuniary Loss**	
(i)	Expenditure on treatment	Rs.1,15,500/-
(ii)	Expenditure on conveyance	Rs.50,000/-
(iii)	Expenditure on special diet	
(iv)	Cost of nursing/attendant	
(v)	Cost of artificial limb	--
(vi)	Loss of earning capacity	--

(vii)	Actual Loss of income	Rs.38,000/-
(viii)	Any other loss which may require any special treatment or aid to the injured for the rest of his life	--
11	**Non-Pecuniary Loss**	
(i)	Compensation for mental and physical shock	Rs.25,000/-
(ii)	Pain and Suffering	
(iii)	Loss of amenities of life	--
(iv)	Disfiguration	--
(v)	Loss of marriage prospects	--
(vi)	Loss of earning, inconvenience, hardships, disappointment, frustration, mental stress, dejectment and unhappiness in future life etc.	--
12	**Disability resulting in loss of earning capacity**	
(i)	Percentage of disability assessed and nature of disability as permanent or temporary	65%
(ii)	Loss of amenities or loss of expectation of life span on account of disability	--
(iii)	Percentage of loss of earning capacity in relation to disability	28%
(iv)	Loss of future income (Income x % Earning Capacity x Multiplier)	Rs.7,15,008/-
13	**Total Compensation**	**Rs.9,43,508/-**
14	Interest Awarded	**9%**

20. As discussed in issue No.1, accident has occurred due to equal contributory negligence of claimant and opponent

No.1, therefore 50% is required to be deducted from the awarded amount. Therefore, **the claimant is entitled to get Rs.4,71,754/-** [Rs.9,43,508 – Rs.4,71,754 (50% of Rs.9,43,508)] as compensation.

<u>Liability of Insurance Company regarding dispute of Driving licence of opponent No.1 – Eeco car driver.</u>

21. Ld. Advocate for the insurance company has filed written submissions at **Exh.44** and submitted that, opponent No.1 has stated in his evidence that he did not have driving licence at the time of accident. Therefore, it is established that opponent No.1 was not holding driving licence on the date of accident, and thereby committed breach of terms and conditions of the policy. The examination-in-chief of witness Bhavesh Maganbhai Kheni, Associate Manager of insurance company (Exh.42) has also corroborated the said facts. Hence, insurance company has prayed to absolve from its liability to pay compensation to the claimant.

21.1 Ld. Advocate for the claimant has vehemently submitted that, mere absence, fake or invalid driving licence or disqualification of the driver for driving at the relevant time, are not in themselves defences available to the opposite party. There has to be causal relationship between violation and the accident caused. He has further submitted that, order of pay and recover can be passed by the Tribunal if the driver was not holding driving licence at the time of accident. Thus, insurance company cannot be absolved from its liability to pay compensation to the claimants.

21.2 So far as the dispute regarding driving licence of opponent No.1 is concerned, none of the parties have produced driving licence of the opponent No.1. However, the opponent No.1 in his evidence at **Exh.38** has clearly stated that he did not have driving licence at the time of accident. Therefore, it is admitted fact that opponent No.1 was not having driving licence on the date of accident. This fact is also supported by affidavit of witness Bhavesh Maganbhai Kheni, Associate Manager of insurance company vide **Exh.42**. Hence, the opponent No.1 being driver-cum-owner of the motorcycle had committed breach of policy conditions.

21.3 The Hon'ble Supreme Court in case of ***Kempaiah v/s S. S. Murthy*** *reported in* **2018 (12) SCC 706**, has held by relying upon the decision in the case of ***National Insurance Co. Ltd. v. Swarna Singh and Ors.,*** reported in **2004(3) SCC 297***,* to the effect that-

> *"Disqualification of the driver or invalid driving licence of the driver, as contained in sub-section (2)(a)(ii) of Section 149, has to be proved to have been committed by the insured for avoiding liability by the insurer. Mere absence, fake or invalid driving licence or disqualification of the driver for driving at the relevant time, are not in themselves defence available to the insurer against either the insured or the third parties. Further, it is held that, insurance company has to satisfy the award and thereafter would be at liberty to recover the said amount from the owner of the vehicle."*

21.4 In the present case, opponent No.1 was not having driving licence on the date of accident. However, considering the decisions of the Hon'ble Apex Court in the case of (1) **National Insurance Co. Ltd. v. Swarna Singh and Ors.,**

reported in **2004(3) SCC 297;** (2) **Pappu v. Vinod Kumar Lamba** reported in **2018(3) SCC 208;** (3) **Kempaiah v/s S. S. Murthy** reported in **2018 (12) SCC 706;** (4) **Shamanna v. Divisional Manager, The Oriental Insurance Co. Ltd.** reported in **2018(9) SCC 650** and (5) **Singh Ram v. Nirmala** reported in **2018(3) SCC 800,** it would be just and proper if the order of pay and recover is passed against insurance company. Therefore, opponent No.2 – insurance company is directed to pay the amount of compensation to the claimant and thereafter, is at liberty to recover the compensation from the owner of the vehicle i.e. opponent No.1.

21.5 In view of above discussion, the present accident had occurred because of contributory negligence on the part of driver of the vehicles involved in the accident. The opponent No.1 was the owner of motorcycle No.GJ22-M-320 at the relevant time is also clearly derived from certificate of registration of the subject vehicle at **Exh.24**. Further, on perusing insurance policy of motorcycle No.GJ22-M-320 at **Exh.41**, it transpires that the subject vehicle was insured with the opponent No.2 for the period from 05.01.2020 to 04.01.2025. Thus, it was valid insurance on 21.12.2021 i.e., the date of accident. Therefore, the claimant is entitled for the compensation with interest @ 9% p.a. from the date of claim petition till realization from opponent No.1 and opponent No.2 is directed to pay the awarded amount to the claimant, and in turn, insurance company i.e.

opponent No.2 can recover the same from the owner of the motorcycle i.e. opponent No.1. Hence, I answer Issue No.2 in the **'partly affirmative'** accordingly and for Issue No.3, the following final order is passed:-

ORDER

1. The claim petition stands partly allowed against opponent No.1, whereas, opponent No.2 is exonerated.

2. The claimant is entitled to recover a sum of **Rs.4,71,754/- (Rupees Four Lac Seventy One Thousand Seven Hundred Fifty Four only)** as compensation with cost and interest @ 9% p.a. from the date of the claim petition till realization of the amount from the opponent No.1.

3. The opponent No.2 is exonerated from its liability, however, opponent No.2 is directed to first pay the amount of compensation in favour of the claimant and then recover the same from the owner i.e. opponent No.1.

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. As per the award, the opponent No.2 is 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:

A/c. Name	**Additional District Judge, Bharuch**
Branch Name	**State Bank of India, Muktinagar Branch, Bharuch**
A/c. No.	**40759978524**
IFSC Code	**SBIN0008278**

MICR	**392002002**

6. After depositing the amount of court fees in the account of Additional District Judge, Bharuch, the opponent No.2 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.

7. The claimant is hereby directed to furnish the details of his 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 claimant to submit the certificate of the banker certifying that the account is of the concerned claimant. 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 opponent No.2 is directed to transfer the awarded amount into bank account of claimant within 30 days. Before transferring the amount into the bank account of the claimant, the opponents shall inform the concerned bank of the claimant 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.

8. The opponent No.2 is also directed to intimate this tribunal on e-mail I.D. 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.

9. Out of the amount deposited by the insurance company and considering the medical expenses incurred by the claimant, **60%** amount shall be invested in FDR by the concerned bank in the name of claimant for a period of 5 years. The bank of the claimant is directed to intimate the details with respect to the Fixed Deposit made as per the present award in the name of claimant 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 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.

10. The cost of the proceedings incurred by the claimant as well as the opponents shall be born by the opponents.

11. Registry is directed to forward the copy of the judgment through e_mail to the insurance company as well as concerned bank of the claimant.

12. Award be drawn accordingly.

Pronounced in the open Court today on 30th April, 2026.

Date: 30/04/2026

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