GJBH010011382017		FILED ON / REGISTERED ON	02.05.2017
		DATE OF DECISION	06.07.2026
		DURATION	**9Y: 2M: 4D**

Before the 2nd Additional District and Sessions Judge cum Motor Accident Claim Tribunal (Auxiliary) at Bharuch.

<u>M.A.C.P. No.: 133/2017</u>

Exh_______.

<u>Claimants</u>:-

1	**Legal heirs of late Rajdeepsinh Gajendrasinh Ravalji**
1/1	**Mittal Wd/o Rajdeepsinh Gajendrasinh Ravalji** Age: 27 years, Occupation: House hold work
1/2	**Minor Rinsi Rajdeepsinh Ravalji** Age: 03 years, Occupation: Nothing
1/3	**Ramilaben Gajendrasinh Ravalji** Age : 56 Years, Occupation : House hold work,
1/4	**Gajendrasinh Vakhatsinh Ravalji** Age : 61 Years, Occupation : Retired,
	(Claimant no.2 represented through her legal guardian claimant no.1).
	All are Residing at : 17/18, Jalaram Society, Sitaram Road, At & Po. Ta. Valia, Dist. Bharuch.

Versus

Opponents:-

1.	**Shailesh Chaturbhai Vasava** Age : Adult, Occupation: Truck Driver, **Residing at:** At & Po. Avidha, Navivasahat, Ta. Jhagadia, Dist. Bharuch.
2.	**Renuben Sanjaybhai Shah** Age : Adult, Occu : Owner of Truck **Residing at:** R/o. 15, Krishna Estate, Zadeshwar Chokdi, N.H.No.8, Bharuch.
3.	**The New India Assurance Co. Ltd.** (Insurance Company of the Truck) **Office functional at:** D.O. Amin Chambers, Near Bank of Baroda, Station Road, Bharuch.

CLAIM PETITION FILED UNDER SECTION - 166 OF THE MOTOR VEHICLE ACT, 1988, CLAIMING COMPENSATION TO THE TUNE OF Rs.60,00,000/- ALONG-WITH INTEREST AT THE RATE OF 12% PER ANNUM.

Appearance:

Learned Advocate Mr. N.N. Patel appearing for and on behalf of claimants.
Learned Advocate Mr. D.M. Randeria appearing for and on behalf of the opponent nos. 1 & 2.
Learned Advocate Mr. P.G.Shah appearing for and on behalf of the opponent no.3 – Insurance Company.

: JUDGEMENT ::

1. The present claim petition has been filed by the legal representatives of **Rajdeepsinh Gajendrasinh Ravalji (in** short **'deceased'**) who had expired in a motor vehicular accident, occurred near Petrol Pump, Rajpipla – Ankleshwar Highway.

1.1. Claimants, by way of present claim, have averred that on 29/12/2016 at about 9:00 p.m., the deceased **Rajdeepsinh Gajendrasinh Ravalji** was driving his car bearing registration No. GJ-16 BK-5257 at moderate speed on the left side of the road, proceeding from Rajpipla towards Ankleshwar. When he reached at the accident site, the opponent No. 1, by driving Truck No. GJ-16 V-4526, came from the opposite direction in a rash and negligent manner, at high speed, without blowing the horn and without observing traffic rules, driving on the wrong side. The truck struck the front portion of the deceased's car, causing the accident. As a result, Rajdeepsinh sustained serious injuries and expire on next day during treatment.

1.2. Jhagadia Police vide C.R.No.1st 90/2016 have registered an offence regarding the accident against opponent

No. 1, Shailesh Chaturbhai Vasawa, u/s 279, 337. 338, 304(A) and M.V.Act section 177, 184 and 134.

Claim amount and its grounds:

Due to the death of Rajdeepsinh in the said accident, the claimants filed this claim for compensation of Rs. 60,00,000/-. In the said accident, Rajdeepsinh sustained serious injuries and was immediately taken to Sunshine Global Hospital, Bharuch, where he was admitted as an indoor patient and treated. For further treatment, he was admitted the same night to VINS Hospital at Vadodara, where he expired, later that night, i.e., on 30/12/2016. At the time of the accident, the deceased Rajdeepsinh was 31 years of age. He was physically strong and healthy and had no disease or addiction. Had he not died in the said accident, considering his physical fitness, he could have easily lived up to the age of 80 years and could have supported the applicants' family and increased his estate. About five to six years prior to the accident, the deceased Rajdeepsinh was engaged in the business of transportation and trading and was earning approximately Rs. 18,000/- per month. At the time of the accident, he was working as a Manager at "Swagat Hotel" and was earning Rs. 30,000/- per month. In addition, he was engaged in sugarcane and banana farming and supervised agricultural land, earning approximately Rs. 7,00,000/- per year. Due to the untimely death of Rajdeepsinh in the said accident, the applicants have lost the lifelong income derived from him. Had Rajdeepsinh not died in the said accident, his income would have increased progressively, and in the future he could have earned at least more than Rs. 1,00,000/- per month, thereby supporting the applicants even better and increasing the estate. Thus, due to his death, claimants have lost the future increasing income and the growth of estate for life, for which this application for compensation is filed. From the time the deceased sustained injuries until his death, both the deceased and the applicants, had to endure severe mental pain and shock. Compensation is claimed for the same. Due to the injuries sustained by Rajdeepsinh, during the course of treatment they incurred expenses of more than approximately Rs. 2,00,000/- towards medicines and doctors' fees. Additional, expenses were incurred towards transportation during this period and for taking the dead body to the native place after his death. Due to the death of Rajdeepsinh in the said accident, the applicants, incurred substantial expenses towards his last rites and religious ceremonies. Due to the death of Rajdeepsinh, applicant No. 1 has become a widow at a young age and will have to spend her entire life as a widow. Applicant No. 2 has lost the support and guidance of his father at a young age. The deceased Rajdeepsinh was the only son of applicants Nos. 3 and 4, and due to his death they have lost their only support in old age, making their lives bleak and sorrowful. Therefore, the claimants have filed the present claim petition.

It is stated that, as the accident occurred due to the rash and negligent driving of the vehicle involved by opponent No. 1, i.e Shaileshbhai, he is liable to pay the compensation as a driver of truck No. GJ-16-V-4526. At the time of the accident, opponent No. 1 was driving the said truck for the benefit of opponent No. 2; therefore, opponent No. 2, Renuben Sanjaybhai Shah, being the owner of the vehicle, is also liable to pay the compensation. At the time of the accident, the vehicle involved was insured with opponent No. 3, the insurance company; therefore, opponent No. 3 is also liable to pay the compensation. Thus, opponents Nos. 1 to 3 are jointly and severally liable to pay the compensation amount.

2. Upon the petition being admitted, notices were issued to the opponents and they have been duly served.

3. Opponent Nos. 1 & 2 appeared through their Ld. Advocate Mr. D.M. Randeria & has filed Written statement at **Exh.15,** wherein, the opponent nos.1 & 2 have denied all the averments of the claim petition except those which are specifically admitted. He has denied the age & income of the deceased. He has submitted that on the date of the incident i.e.

29.12.2016, the opponent no.1 was driving the truck bearing registration No.GJ 16 V 4526 owned by opponent no.2, very slowly from Ankleshwar towards Jhagadia. At that time, Alto car bearing No. GJ 16 BK 5257 came from the Jhagadia side at very high speed and in a rash and negligent manner. While attempting to overtake a truck going ahead of it, the driver lost control of the car and collided head on with the truck on the driver side's front portion & damage was caused to the Truck. Opponent no.1 informed the opponent no.2 about the incident, and he immediately went to Jhagadia Police Station to lodge complaint. However, since the driver of the Alto car had sustained serious injuries, the Jhagadia Police did not record complaint, at that time. Subsequently, the complainant in collusion with the police, filed a false complaint against opponent no.1, which was registered by the Jhagadia Police Station vide CR. No. 1st 90/2016. It is further submitted that due to the negligence of driver/deceased of the Car the accident had been occurred. There is no negligence on the part of opponent nos. 1 to 2. Consequently, it is prayed to dismiss the claim petition with costs.

4. Opponent No.3, Insurance Company secured its presence through Learned Advocate Mr. P.G.Shah who has filed his written statement **at Exh.24**, wherein, the opponent no.3 has denied all the averments of the claim petition except those which are specifically admitted. It is further submitted that the at the relevant time opponent no.1 was not driving the said truck and the owner of the said vehicle has not paid any premium of insurance to the opponent and the said vehicle No. GJ 16 V 4526 alleged to have been involved in the accident was not insured with the opponent. It is further submitted that the opponent nos. 1 & 2 have not extended the co-operation to the opponent and therefore it is presumed that there is a collusion between the applicant and the opponent nos. 1 & 2. Further, the occurrence of the accident, rash and negligent driving by the opponent driver, accidental injuries and resultant death of the deceased, cost of the claim, age & income of the deceased etc., were also denied in the written statement of opponent no.03. It is further submitted that the driver of the said vehicle was not holding legal, valid and effective driving license to drive the same. It is further submitted that the claimants have not joint all the necessary parties, and as such, there is a breach of non-joinder & mis-joinder of necessary parties. It is further submitted that deceased himself was driving his vehicle very rashly, negligently and dashed with the opposite side. Hence, the accident occurred due to seer negligence of the deceased himself. Thus, the opponent no.3 – Insurance company is not liable and responsible to pay any compensation to applicants and hence, the claim petition be dismissed with costs.

4a. It is pertinent to note here that Learned Advocate for opponent no.3 has moved an application, seeking permission to contest the claim petition on behalf opponent Nos.1 & 2 under section 170 M.V. Act, 1988, vide Exh.30 which was granted by the Motor Accident Claim Tribunal, (Auxi), on 14/11/2022.

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

Sr.No	Nature of Documents	Exh.
	Oral Evidences	
1	Claimant no.1 – Mittal Rajdeepsinh Ravalji	**27**
2	Claimant's witness – Karansinh Chandrasinh Gariya	**41**
3	Claimant's witness – Roshniben Hiren Darji	**45**
4	Claimant's witness – Manojkumar Chhaganbhai Patel	**65**
	Documentary Evidences	
1	Copy of Police Complaint (F.I.R).	**31**
2	Copy of Panchnama of place of occurrence	**32**
3	Copy of Inquest Panchnama	**33**
4	Copy of P.M.Report of the deceased	**34**
5	Copy of Insurance Policy of offending vehicle i.e. Truck No. GJ 16 V 4526	**35**
6	Copy of Discharge summary of deceased issued by Sunshine Global Hospitals, Bharuch.	**36**
7	Copy of R.C.Book of offending vehicle i.e. Truck No. GJ 16 V 4526	**37**
8	Certified copy of Ledger account of	**46**

	deceased Rajdeepsinh issued by owner of Swagat Hotel for the period of 01/04/2013 to 31/03/2014.	
9	Certified copy of Ledger account of deceased Rajdeepsinh issued by owner of Swagat Hotel for the period of 01/04/2014 to 31/03/2015.	**47**
10	Certified copy of Ledger account of deceased Rajdeepsinh issued by owner of Swagat Hotel for the period of 01/04/2015 to 31/03/2016.	**48**
11	Certified copy of Ledger account of deceased Rajdeepsinh issued by owner of Swagat Hotel for the period of 01/04/2016 to 31/03/2017.	**49**
12	Copy of charge sheet	**51**
13	Discharge summary of deceased Rajdeepsinh issued by Sunshine Hospitals, Bharuch	**52**
14	Case Summary of deceased issued by Vins Hospital Pvt. Ltd., Vadodara.	**53**
15	Copy of Driving License of deceased	**54**
16	Copy of School Leaving Certificate of Claimant no.1	**55**
17	Copy of Birth Certificate of Claimant no.2 – Rinsi	**56**
18	Copy of School Leaving Certificate of Claimant no.3 – Ramilaben Dolatsinh	**57**
19	Copy of School Leaving Certificate of Claimant no.4 – Gajendrasinh Takhatsinh Ravalji	**58**
20	Copy of Income Tax Return for the year 2011-2012 of the deceased	**59**
21	Copy of Income Tax Return for the year 2012-2013 of the deceased.	**60**
22	Copy of Income Tax Return for the year 2013-2014 of the deceased.	**61**
23	Village form no.7/12 & 8-A (total	**62**

	14,nos.)	
24	Copy of LIC Policy of Rs.10,00,000/- of deceased & receipts of premium paid by deceased (total 9, nos.)	**63**
25	Copy of LIC Policy of Rs.2,50,000/- of deceased & receipts of premium paid by deceased (total 6,nos)	**64**
26	Bill of Shakti Kela (Banana) Suppliers issued in the name of deceased.	**66**
27	Medical bills total Rs.1,69,316/-	**67**

5a. The opponent no.3 has adduced following oral as well as documentary evidences:

Sr.No.	Nature of Documents	Exh.
	Oral Evidences	
1	Deposition of witness no.1 – Shaileshbhai Chaturbhai Vasava	**71**
	Documentary Evidences	
1	Reply before the Police of Karansinh Chandrasinh	**40**
2	Certified copy of Criminal Case No.1058/2017 of the alleged offence which has been filed against the opponent no.1.	**76**
3	Certified copy of deposition of Karansinh Chandrasinh Dhariya & his cross-Cross-examination.	**77**
4	Certified copy of deposition of Dharmeshbhai Manharbhai & his cross-examination.	**78**
5	Certified copy of deposition of Sanjybhai Magabhai Vasava & his	**79**

	cross-examination.	
6	Copy of charge-sheet filed against the opponent no.1 – driver of the alleged truck.	**80**

6. The Ld. Advocate for the claimants has filed closing pursis at **Exh.68** as well as Ld. Advocate for the opponent No.3 has filed closing pursis vide **Exh.72.**

7. Heard the Learned Advocate for the parties. Perused the written arguments filed by the Ld. Advocate of the claimants at **Exh.73.** The Ld. Advocate of the claimants has placed reliance upon the judgment of, **1)** Bhanuben P. Joshi and others V/s. Kantilal B. Parmar and another **& 2)** Magma General Insurance Co. Ltd. V/s. Nanu Ram and others**.** The written arguments filed by the Ld. Advocate of the opponent no.3 – Insurance company at **Exh.81** and the judgment relied I.e **1)** Ramaben Widow of Chandrakantbhai H Suryawala V/s. Deepakbhai Kalubhai Paralia (Deleted) **& 2)** New India Assurance Co. Ltd. V/s. Legal Heirs of Decd. Gitaben Kishorbhai are considered .

8. On 08/05/2019, considering the rival contentions of the parties to present claim petition, following issues were framed by the tribunal at Exh.14, which are as under:

ISSUES

1. Whether petitioners prove that the deceased died on account of rashness or negligent driving on the part of the driver of the vehicle involved in the accident ?

2. What amount, if any, the claimants are entitled to get by way of compensation and from which of the opponents ?

3. What order?

9. My answers to the above issues are as under:

1. In the affirmative,
2. As per final order.
3. As per final order.

<u>: R E A S O N S :</u>

<u>Issue No.1.</u>

10. 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.

11. So far as the question of negligence is concerned, the claimant no.1 – **Mittal Rajdeepsinh Raulji**, who is the widow/wife of the deceased filed her affidavit of examination-in-chief at **Exh.27** and has narrated the facts as mentioned in the claim petition.

The above named claimant no.1 was cross-examined by the Ld. Advocate for the opponent No.3 I.e the Insurance company, wherein, she has admitted that she was not the eye witness of the accident & she has not submitted any document regarding the income of deceased. She has stated that the treatment papers of the hospital and the medical bills of the deceased have been produced before the Court. The deceased was employed at Swagat Hotel since the year 2013. She do not know how many other persons were working at Swagat Hotel. The deceased was residing at Rajpipla and used to come to Valia for two days. She do not know whether the deceased was paying income tax or any other tax. She do not know whether advance tax was paid during the lifetime of the deceased. Prior to 2013, the deceased was engaged in the transport business and was also doing agricultural work at her father-in-law’s place. She do not have any reason as to why the said business was closed. She do not know whether professional tax was paid or whether it was paid by the owner of Swagat Hotel on his behalf. She has not remarried. The salary from Swagat Hotel was sometimes paid by cheque and sometimes in cash. If the original passbook of the deceased’s bank account would be available, she will produce it. It is not true that documents showing higher salary from Swagat Hotel have been obtained in order to claim higher compensation. It is not true that the deceased was earning less than Rs. 10,000/- per month.

11.1. The claimants' witness **Mrs. Roshniben Hiren Darji** has been cross examined by the Ld. Advocate Mr. N.N. Patel on behalf of the claimants vide **Exh.45,** wherein she has stated that…..

> "I am qualified as a Chartered Accountant and I have been practicing for the last ten years. I know Mr. Dushyant P. Rawal, owner of Hotel Swagat, as he was my client. I used to handle the Income Tax return work of his hotel. I had prepared the computation of total income sheet of Rajdeep Singh Gajendra Singh Rawal, an employee of his hotel. Mark 29/13 is shown to me. Upon seeing it, I state that it is the computation of total income sheet prepared by me. On seeing it, I state that the said sheet pertains to Rajendra Singh Gajendra Singh Rawal. In it, for the Assessment Year 2014–15, the gross salary income is shown as Rs. 2,52,000/-. In that year, the deceased Rajendra Singh's monthly salary was Rs. 21,000/-. This sheet bears my signature and seal. All the details written therein are true. The same is produced and exhibited as Exhibit 46. Mark 29/14 is shown to me. Upon seeing it, I state that during the year from 01.04.2014 to 31.03.2015, the deceased's monthly salary was Rs. 24,000/-. The sheet bearing my signature and seal is produced and exhibited at Exhibit 47. Mark 29/15 is shown to me. Upon seeing

it, I state that during the year from 01.04.2015 to 31.03.2016, the deceased’s monthly salary was Rs. 27,000/-. The sheet bearing my signature and seal is produced and exhibited as Exhibit 48. Mark 29/16 is shown to me. Upon seeing it, I state that during the period from 01.04.2016 to 31.12.2016, the deceased’s monthly salary was Rs. 30,000/-. The sheet bearing my signature and seal is produced and exhibited at Exhibit 49”.

The above named witness has been cross-examined by, Ld.Advocate(proxy), Mr. H.M.Patel, on behalf of Ld. Advocate Mr. P.G. Shah appearing for the opponent no.3 – Insurance Company. During her cross-Cross-examination she has stated that “ I started my Chartered Accountant practice at Vadodara around the year 2014. Mr. Dushyant Singh has been my client for about four years. He was my client from Assessment Year 2014–15 to 2017–18.

Question: Did you handle his accounts during the above period?
Answer: We handled the filing of his Income Tax returns. The witness voluntarily states that the Income Tax work done for my client Dushyant Singh did not include audit. The monthly salary of Rajdeep Singh was paid in cash.

Question: Transactions above Rs. 10,000/- must be done by cheque or online, correct?

Answer: Yes, that is true. Mr. Dushyantbhai had engaged me. He had contacted me prior to the accident. As part of my duty, I had to verify whether Rajdeepbhai was working there or not, and I had carried out such verification. Based on the discussions with Mr. Dushyantbhai, I verified the same. I verified from

Mr. Dushyantbhai and his accountant that Rajdeepbhai was employed there. This verification was done by me over the telephone. Apart from this, I did not verify the said fact in any other manner. My client Mr. Dushyantbhai runs Hotel Swagat at Rajpipla; however, I do not know its exact location. It is true that at the relevant time, we were filing Mr. Dushyantbhai's Income Tax returns and his accountant provided me with all the necessary information. I do not know whether Mr. Dushyantbhai got his accounting or Income Tax return work done from any other place besides me. I am aware that Mr. Dushyant Singh is the proprietor of the said hotel. It is true that I have shown this fact in his returns as well. I am not aware whether Mr. Dushyant Singh obtained a licence under the Shop and Establishment Act, 1948 for running his hotel.

Question: Without seeing the license under the Shop and Establishment Act, 1948, on what basis can you say that Mr. Dushyant Singh was the proprietor of the hotel?

Answer: Based on what Mr. Dushyant Singh informed us, I understood that he was the proprietor. It is true that I have not obtained any documentary proof in this regard. It is true that during the time Mr. Dushyant Singh was my client, he was running Hotel Swagat. I do not know how many persons were working in the hotel at that time. It is true that at that time, Mr. Dushyant Singh was not maintaining a Minimum Wages Register.

Question: Do you know in what capacity the deceased Rajdeep Singh Rawal was working in Hotel Swagat of your client Mr. Dushyant P. Rawal?

Answer: He was working as a Manager. It is true that as per my records, I do not have any proof regarding when he was appointed as a Manager.

Question: Apart from the copy of the ledger you have produced, do you have any other documents?

Answer: At that time, I was given the ledger and vouchers. It is not true that I am giving false evidence on oath regarding the income of the deceased in order to help the legal heirs of the deceased obtain compensation".

11.2. The claimant's witness **Mr. Manojkumar Chhaganbhai Patel at Exh.65, is** cross examined by the Ld. Advocate Mr. T.N. Patel wherein he has deposed that…..

" I have been doing the banana business since the year 1990 under the name Shakti Banana Suppliers. I purchase bananas directly from farmers from their fields. I used to purchase bananas from the deceased Rajdipsinh. It is true that I purchase bananas from farmers season-wise, and at the end of the season, according to the weight and price, I prepare a bill for the total amount and pay the said amount to Rajdipsinh. I am shown Mark 29/19, which consists of all the bills of bananas purchased by me from the deceased Rajdipsinh. All those bills are true and were issued by me, and the amounts mentioned therein were paid by me to the deceased. All those bills are collectively exhibited at Exh. 66".

The above named witness has been cross-examined by the Ld. Advocate Mr. P.G. Shah for the opponent no.3 – Insurance Company, wherein he has stated that …..

"It is true that on Mark 19/1, 19/2, and 19/3, there is no signature of mine, and on Mark 19/4 to 19/6, the signature is not clearly readable and appears like mere lines. I am ready to produce my Aadhaar Card. It is true that in the bills produced, there is no signature of the person receiving the money. <u>I do not remember the survey numbers of the fields from which the bananas were harvested, nor do I possess ownership documents of those survey numbers. I do not maintain account books.</u> Copies of the bills produced may possibly be available. I keep receipts regarding payment of money, but I have not brought them today. To show that the signatures appearing on the bills are mine, I do not have any other supporting evidence. The trader brings the money for making payment. It is not true that these documents are fabricated and that I am giving false testimony to help the applicants".

11.3 The claimants' witness **Mr. Karansinh Chandrasinh Gariya** has filed affidavit of chief examination at **Exh.41**, wherein he has stated that…..

" the present accident occurred on 29/12/2016 at about 9:00 p.m. near Ranipura Petrol Pump on the Rajpipla–Ankleshwar Road. On the day of the incident, I was riding my motorcycle bearing

> Registration No. GJ-05-DF-1566 and was going to Jhagadia for the vote counting of the Gram Panchayat elections. I was proceeding from Ankleshwar towards Rajpipla. When I reached near the place of accident, a truck bearing Registration No. GJ-16-V-4526 came from behind, being driven in a rash, negligent, and careless manner, overtook me, and moved ahead. Thereafter, the truck driver attempted to overtake a car going ahead of my motorcycle and, in doing so, he went towards the wrong side of the road. Due to loss of control over the truck, it went to the wrong side and collided head-on with the Maruti car bearing Registration No. GJ-16-BK-5257, which was coming from the opposite direction on its correct side, resulting in the accident. As the speed of the truck was extremely high, after the collision the car was dragged backward along with the truck, and the front portion of the car was crushed up to the driver's seat. After the accident I, along with other persons gathered at the spot, cut the body of the car, and removed the driver from inside the vehicle. Upon taking the driver out, we came to know that he was Rajdipsinh, the owner of a hotel. The said accident occurred solely due to the complete rashness and negligence of the truck driver".

The above named witness has been cross-examined by Ld. Advocate Mr. P.G. Shah on behalf of the opponent no.3, wherein he has stated that …..

> " I knew the deceased Rajdipsinh. He was neither my relative nor from my village. After the accident, since the deceased was known to me, I called the 108 ambulance at Bharuch and took him for treatment, thereafter he was taken to Vadodara, and

during the course of treatment at Vadodara, Rajdipsinh expired. It is not true that on 30/12/2016 I gave any statement before the police. I am saying this after seeing my alleged statement. It is not true that on 30/12/2016 I gave a statement before the police and that in the said statement it was written that the truck driver, while driving at high speed, overtook a car going ahead, went to the wrong side, and dashed against the oncoming car. It is also not true that this accident occurred due to the negligence of the deceased while driving the car and that there was a head-on collision with the truck due to the negligence of the deceased".

11.4 Considering the evidence and record, the death of **Rajdeepsinh Gajendrasinh Ravalji** due to the accident is an admitted fact, which also reveals from the FIR at Exh.31, Inquest Panchnama at Exh.33 and P.M. Report at Exh.34.

11.5. The claimants have produced on record the copy of police complaint at **Exh.31** it is lodged by Pradeepsinh Chhatrasinh Nakum. It is stated by the complainant that he was driving his motor cycle and when he reached near the Ranipura Petrol pump, there was one truck bearing no. GJ 16 V 4526 was going ahead, at that time one Alto Car No. GJ 16 BK 5257 came from opposite direction & was dashed with the said truck. As a result of which, driver of the Car Rajeepsinh Gajendrasinh Raulji sustained serious bodily injuries. Thereafter by calling the 108 Ambulance, the injured was taken to Sun Shine Global

Hospital, Bharuch for primary treatment. Due to the serious condition of Rajdeepsinh, he was later shifted to Global Hospital, Vadodara for further treatment. It is further stated that the accident occurred solely due to the rash and negligent driving of the driver of the Truck No. GJ 16 V 4526 & the driver of the Truck had fled away from the place of accident.

11.6 The applicants have also produced the copy of charge sheet at **Exh.51.** On perusal of the same, it is clear that after completion of the investigation, the charge sheet has been filed against the present opponent no. 1.

11.7 The claimants have produced the copy of spot panchnama at **Exh.32,** wherein it is transpires that the place shown is located near Ranipura Petrol Pump, on the main road going from Rajpipla towards Ankleshwar, approximately 200 meters away from the petrol pump towards the western direction. At the said place, a Maruti Suzuki Alto car bearing registration No. GJ-16-BK-5257 was found lying with its front portion facing towards the western direction. Also one truck bearing registration No. GJ-16-V-4526, found with damage to its front portion. Upon inspection, the Alto car was found to have sustained complete damage to its front doors, bonnet, engine, steering, etc., and the estimated loss was approximately Rs.2,75,000/-. The truck was found to have damage to its right-side wheel, bonnet, axle, etc., with an estimated loss of approximately Rs.40,000/-. No significant bloodstains or similar marks were found at the scene. Towards the east, the main asphalt road leading from Ankleshwar to Rajpipla is situated. At a distance of approximately 200 meters east, Ranipura Petrol Pump is located, opposite which Kamdhenu Khandsari is situated. Towards the west, the main asphalt road leading towards Gumandev and Ankleshwar is situated. At a distance of about 50 meters west, there is a drain near which a Neem tree stands by the fencing. Towards the north, beyond the roadside drain and fencing, there is an agricultural field with sugarcane cultivation. Towards the south, there is the road and roadside drain with fencing, near which an electric line passes. No articles or material objects were seized by the police from the said place for investigation.

11.8 Further, the claimants have also produced the Inquest Panchnama at **Exh.33**, and copy of P.M. Report vide **Exh.34**. The P.M. Report **Exh.34** clearly reveals that the cause of death of deceased is due to shock & hemorrhage following craniocele damage & chest injury.

11.9. Thus, in view of the above oral as well as documentary evidences, it is quite obvious that at the relevant time and place, the opponent no. 1 driver of involved Truck No. GJ 16 V 4526 drive the alleged offending vehicle rashly and negligently. The Driver of the Truck, was supposed to drive his vehicle with care and caution, but he failed to do so and had he been enough cautious, the accident could have been avoided.

11.10. Thus, on perusal of the materials brought on record, the evidence of independent witness, the FIR, the panchnama it is clear that the accident occured due to the negligence of truck driver. The opponents have failed to establish that there was any negligency on the part of the deceased himself. The opponents have not produced any evidence to prove the negligency of the deceased person.

11.11. Moreover, the Driver of the Truck No. GJ 16 V 4526, opponent no.1 – **Mr. Shaileshbhai Chaturbhai Vasava is** examined by **the Ld. Advocate of opponent no.3** i.e. Insurance Company at Exh.71 and he has stated that...

> “ I am working as a driver, and at the time of the incident I was driving Truck No. GJ-16 V 4526 and was going from Dahej to Rajpardi. The accident had occurred near Ranipura village. The road is wide enough for two vehicles to pass. A car was coming from the **opposite direction**. The accident occurred on the driver’s side of the road. I cannot say exactly at which point the accident occurred. Both the vehicles collided head-on. **The collision occurred in the middle of the road.** There was no

negligence on my part in driving the truck. A police case was registered against me, and I have been acquitted as innocent. I possess a driving licence for driving the truck, but I have not brought it today; I will produce it on the next date".

The above named witness of Insurance Company I.e **Shaileshbhai Chaturbhai Vasava** is cross examined by Ld. Advocate Mr. N.N.Patel, for the claimants, wherein he has stated that….

" It is true that on the day of the incident I had left with the truck at 5:00 a.m., and the accident occurred at 9:00 p.m., and I had been driving the truck continuously for 16 hours. I was alone in the truck and there was no conductor with me. It is true that I was traveling from Dahej towards Rajpardi. It is true that at the place of the accident there is a big curve on the left side, due to which oncoming vehicles cannot be seen clearly. **It is true that in hurry to go home, I was driving the truck fast. It is true that at the time of the incident another truck was going ahead of my truck.** It is true that the accident occurred when the car attempted to overtake the truck. It is true that the accident occurred two feet away from the right-hand edge of the road. It is true that after the accident I pushed the car and took it backwards, and instead of remaining there, I fled from the spot. **It is true that since the accident occurred due to my fault, the Jhagadia Police registered an offence against me and detained me.** It is true that since the accident occurred entirely due to my fault, the police registered an offence against me".

11.12. Thus the opponent No. 1, the driver of the truck examined by the Insurance company opponent No3, has also categorically deposed that, he was in hurry to go home, and was driving the truck fast and the accident occurred due to his fault, and offence was registered against him at Jhagadiya Police Station.

11.13. Apart from the evidence discussed above, this tribunal has also considered the FIR at Exh.31, panchnama and the charge sheet filed against the opponent No.1 at Exhs. 51 & 80 respectively which prima facie indicates, failure on the part of the truck driver to maintain a safe distance and control his vehicle. Merely contending that Truck driver was acquitted by the court in the criminal case, it cannot be said that he was not negligent, the evidence on record in this matter is required to be considered according to which the driver of truck opponent No. has admitted his negligence, the independent eye witness at Exh-41 has also deposed that the accident occurred due to the negligence of opponent No.1 truck driver.

11.14. The standard of proof beyond reasonable doubt cannot be applied while considering the petition seeking compensation on account of death or injury in a road traffic accident. This version of events is inconsistent with the contents of the FIR which was filed against the Truck driver. The learned advocate for the opponent no.3 has relied upon the judgment in Criminal Case No.1058/2017 produced at **Exh.76** in which the Truck driver was given benefit of doubt and acquitted for the criminal charges and held not responsible for the accident. However, it is a well-settled principle of law that an acquittal in a criminal case does not ipso facto absolve a person of civil liability. The standard of proof in criminal proceedings is "beyond reasonable doubt", whereas in motor accident claim cases, the matter is decided on the basis of the "preponderance of probabilities". Moreover, the charge-sheet has also been filed against the Truck driver, the copy of which is produced on record at Exhs. 32 & 51. This claim is to be decided on the basis of evidence on record and as per the evidence, of independent eye witness at Exh 41, **Mr. Karansinh Chandrasinh Gariya,** who was going on motorcycle, and the admission during the evidence of truck driver opponent No.1 himself, this Tribunal finds that the accident occurred due to the sole negligence of opponent No.1 - Truck driver. Hence, I answer the Issue No. 1 in ***"Affirmative"***.

Issue No.2

12. 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 claimants 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.

13. According to the say of the claimants, deceased was 31 years old at the time of accident. On perusing the P.M. Report at **Exh.34**, it appears that age of the deceased is 32 years. Moreover, the claimants have produced the copy of Driving License of deceased at Exh.54, wherein the birth date of deceased, is stated as 25/07/1985. Therefore, the age of deceased appears to be of 32 years, 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 **16** is applicable.

14. Claimant no.1 has, in her petition as well as in her oral evidence, at Exh.27 deposed that…..

> **"મારા પતિ અકસ્માત અગાઉ અંદાજે પાંચ–છ વષે પહેલા ટ્રાન્સપોર્ટેશન તથા ટ્રેડીંગ નો વ્યવસાય કરી માસિક રૂ.૧૮,૦૦૦– જેટલા કમાતા હતા".**

The claimant no.1 has admitted in her cross-Cross-examination that her deceased husband was doing the business of transport before 2013.

14.1. Therefore, as per the say of the wife/widow of the deceased that her husband was earning Rs.18,000/- p.a. from the business of transportation & trading before 5 – 6 years ago. In MACP case, when there is a fatal case and at the time of death if the person is a salaried person, then the only income which should be calculated is the income which he was earning at the time of his death and no past income can be considered.

14.2. The accident, in the case on hand had occurred on 29/12/2016 and at the time of the accident, the deceased was working as a Manager at "Swagat Hotel" since 2013, which appears from the Appointment letter of deceased issued by Hotel Swagat at Mark-29/12 and the deceased was earning Rs. 30,000/- per month. Hence while deciding such application, only the income at the time of accident is required to be considered. In the present case, the claimants have produced income-tax returns of the deceased, the said income-tax returns at Exh.59 to Exh.61, are of Assessment Year 2011-12, 2012-13, and of Assessment Year 2013-14 cannot be considered.

14.3. So far, the income of the deceased, at the time of accident from salary is concerned, the claimants have produced the ledger accounts of the deceased issued by the owner of Swagat Hotel for the period from 01.04.2013 to 31.03.2017 at **Exh.46 to Exh.49.** On perusal thereof, it appears that the gross salary income of the deceased was Rs.2,52,000/- in AY 2014-15, Rs.2,88,000/- in AY 2015-16, Rs.3,24,000/- in AY 2016-17, and Rs.2,70,000/- for AY

2017-18. The said evidence is duly supported by the oral testimony of **Mrs. Roshniben Hiren Darji, Chartered Accountant at Exh.45** who has categorically deposed that the deceased was employed as a Manager at Swagat Hotel. She further stated that deceased's salary progressively increased from Rs.21,000/- per month to Rs.30,000/- per month; and the computation sheets were prepared by her in the regular course of her professional work and bear her signature and seal. However, during cross-examination, it has emerged that the salary was paid in cash, no appointment letter or minimum wages register was produced, and the verification of employment was done telephonically.

14.4. It is well-settled that strict rules of proof under the Evidence Act are not applicable to proceedings before the Motor Accident Claims Tribunal. The ledger accounts are corroborated by the testimony of a qualified Chartered Accountant and were prepared prior to the accident as part of regular income-tax compliance. Therefore, the salary income of the deceased cannot be discarded merely for want of additional formal documents. Considering the last drawn salary reflected at **Exh.49,** the monthly income from salary is reasonably assessed at Rs.30,000/-, i.e. Rs.3,60,000/- per annum.

14.5. The Ld. Advocate has claimeed supervisory income, relying on the revenue documents of agricultaural land. So far the said issue is concerned, the claimants have produced Village Forms 7/12 and 8-A at **Exh.62,** bills pertaining to the sale of sugarcane amounting to Rs.11,53,927/- for the period between 2011 and 2016, and banana sale bills **at Exh.66** showing income of Rs.10,25,140/- for the year 2015-16. But this tribunal has taken note that the, document of agriculture land are not in the name of deceased and it is in the name of his father, who is shown as applicant No.4 i.e Gajendrasinh Vakhatsinh Ravalji, who is maintaining the land and getting income from it and hence no supervisory income claimed by the claimant can be allowed.

14.6 Hence when the deceased was not having any land in his name, it cannot be said that he was cultivating and maintaining or supervising the agricultural land moreover on some as admitted by the witness Manojbhai, there is no signature and some are not readable, moreover no supporting account books or receipts of payment have been produced. Hence it cannot be said that the claimant had proved that, deceased was earning from the agricultural land.

14.7 In view of the aforesaid discussion, the annual income of the deceased is assessed as under:

- Income from salary (Swagat Hotel): Rs.3,60,000/- per annum

Thus, the total annual income of the deceased is assessed at **Rs.3,60,000/- per annum**.

14.8 The deceased was 32 years old, 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 40**%** i.e. **Rs.1,44,000/- [Rs.3,60,000/- p.a. income x 40% future prospects].** Hence, deceased's yearly income at the time of accident including future prospect is considered as Rs.3,60,000/- + Rs.1,44,000/-= **Rs.5,04,000/-**. Thus, **income of the deceased including future prospects would be Rs.5,04,000/- p.a.**

15. At the time of filing the claim petition, there were four applicants, therefore, as there are total four dependent family members of the deceased, **1/4th** amount is required to be deducted towards the personal and living expenses of the deceased to arrive at just compensation.

16. After deduction of personal living expenses of the deceased, dependency loss would be Rs.5,04,000/- p.a. income – Rs.1,26,000/- (1/4th of total income Rs.5,04,000/-) = Rs.3,78,000/- x 16 multiplier = Rs.60,48,000/-. Therefore, it is just and proper to award sum of **Rs.60,48,000/- under the head of loss of dependency.**

17. 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 at the rate of 10%. 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***.

17.1 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.

17.2 Therefore, the claimant No.1 who is the wife/widow of the deceased is entitled to get **Rs.48,400/- towards Spousal Consortium,** claimant No.2 is the minor daughter of the deceased is entitled to get **Rs.48,400/- towards Parental Consortium** and claimant Nos.3 & 4 are the parents of the deceased are also entitled to get **Rs.48,400/- each towards Filial Consortium.**

18. As per the evidence of the claimant No.1 at **Exh.27**, after the accident Rajeepsinh was immediately taken to Sunshine Global Hospital, Bharuch where he taken treatment as an indoor patient, the copy of Discharge summary of deceased issued by Sunshine Global Hospitals, Bharuch at **Exh.52.** Thereafter he was shifted to Vins Hospital, Vadodara, the copy of case summary of deceased issued by Vins Hospital Pvt. Ltd., Vadodara at **Exh.53.** But, unfortunately he died during the treatment. It is on record that claimants have incurred expenses towards the treatment of deceased. The claimants have produced medical bills of Rs.1,69,316/- at **Exh.67**. But, the Ld. Advocate of the Opponent no.3 – Insurance Company has admitted the medical bills of an amount of Rs. 1,58,315/-. Thus, it would be just and proper to award **Rs.1,58,315/- towards medical expenses.**

Future loss of income/dependency	Rs. 60,48,000/-
Loss of Spousal, Parental & Filial	(Rs.48,400 x 4) =

Consortiuam	Rs. 1,93,600/-
Loss of estate	Rs. 18,150/-
Funeral expenses	Rs. 18,150/-
Medical expenses	Rs. 1,58,315/-
Total	**Rs.64,36,215=00**

19. In view of the above referred discussion, total compensation arrives at **Rs. 64,36,215/- (Rupees Sixty Four Lacs Thirty Six Thousand Two Hundred Fifteen Only).**

19.1. The claimants have filed the present claim petition seeking compensation of **Rs.60,00,000/-** but this tribunal has awarded amount of **Rs. 64,36,215/-.** For that the Hon'ble Supreme Court of India in case of ***Nagappa vs. Gurdayal Singh and others (2003) 2 SCC 274,*** it was observed that under the MV Act, there is no restriction that the Tribunal/Court cannot award compensation exceeding the amount so claimed. The Tribunal/Court ought to award 'just' compensation which is reasonable in the facts relying upon the evidence produced on record. Therefore, less valuation, if any, made in the Claim Petition would not be impediment to award just compensation exceeding the claimed amount.

Liability

20. The Ld. Advocate on behalf of Insurance Company i.e. opponent no.3 has submitted in his written statement at Exh.24 that the opponent no.1 was not holding valid and effective driving license on the day of accident.

20a. This court has also taken note that in the entire record, no copy of licence of driver of the offending vehicle I.e truck is on record, the opponent No.1 driver during his evidence has stated that, “he is having the licence but not brought and would produce on next date”. But since than, no copy of licence of truck driver, opponent No.1 is produced on record. Under such facts and circumstances on record, the judgement of Shamanna vs The Divisional Manager The Oriental, CIVIL APPEAL NO. 8144 OF 2018 [Arising out of SLP(C) No.26955 of 2017, AIR 2018 SUPREME COURT 3726, is to be considered wherein it is held that….

> *6. In the case of third party risks, as per the decision in National Insurance Company Ltd. v. Swaran Singh and others (2004) 3 SCC 297, the insurer had to indemnify the compensation amount payable to the third party and the insurance company may recover the same from the insured. Doctrine of "pay and recover" was considered by the Supreme Court in Swaran Singh case wherein the Supreme Court examined the liability of the insurance company in cases of breach of policy condition due to*

disqualifications of the driver or invalid driving licence of the driver and held that in case of third party risks, the insurer has to indemnify the compensation amount to the third party and the insurance company may recover the same from the insured. Elaborately considering the insurer's contractual liability as well as statutory liability vis-a-vis the claims of third parties, the Supreme Court issued detailed guidelines as to how and in what circumstances, "pay and recover" can be ordered.....

7. As per the decision in Swaran Singh case, onus is always upon the insurance company to prove that the driver had no valid driving licence and that there was breach of policy conditions. Where the driver did not possess the valid driving licence and there are breach of policy conditions, "pay and recover" can be ordered in case of third party risks. The Tribunal is required to consider as to whether the owner has taken reasonable care to find out as to whether the driving licence produced by the driver, does not fulfill the requirements of law or not will have to be determined in each case.

21. Since the claimant had nothing to do with the inter se contract between the insured and insurer, considering the case of **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 the insurance company.

22. As discussed, the present accident had occurred because of negligence of Opponent no.1 – Truck driver. Driving Licence of the deceased is produced at **Exh.54. But the driving license of the opponent no.1 is not produced on record. At the relevant time,** Opponent No.2 was the owner of the offending **Truck No. GJ 16 V 4526** and this fact is clearly derived from the Copy of Certificate of Registration of offending Vehicle i.e. **Truck No. GJ 16 V 4526**, the copy of which is produced on record at **Exh.37.** Further, on perusing insurance policy of offending vehicle at **Exh.35.** it transpires that the subject vehicle **Truck No. GJ 16 V 4526** was insured with the opponent No.3 for the period from **17/01/2016 to 16/01/2017.** Thus, it was valid insurance contract on 29/12/2016 i.e., the date of accident. Thus, the claimants are entitled for the compensation with interest @ 9% p.a. from the date of claim petition till realization from opponent Nos.1 to 3. Hence, I answer Issue No.2 in the **'Partly affirmative'** accordingly and for Issue No.3, the following final order is passed:-

:: O R D E R ::

1	The Claim petition stands allowed against opponent Nos.1 to 3.
2.	The claimants are entitled to recover **Rs. 64,36,215/- (Rupees Sixty Four Lacs Thirty Six Thousand Two Hundred Fifteen Only)** as compensation with proportionate cost and interest @ 9% p.a. from the date of the claim petition till realization of the amount from the opponent Nos.1 to 3 jointly and severally.

<table>
<tr><td></td><td>However, it is further held that, The opponent no. 3 Insurance Co. shall first pay the compensation amount to the claimants and then the insurance company - opponent no. 3 will be at liberty to recover the same from the opponent Nos. 1 & 2, by initiating appropriate legal proceedings.</td></tr>
<tr><td>3.</td><td>The opponents are directed to follow the ratio laid down in the judgment of <u>Hansaguri P. Ladhani Vs. Oriental Insu. Co. Ltd.</u> reported in <u>2007(2) GLH 291</u> as far as the TDS is concerned.</td></tr>
<tr><td>4.</td><td>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.</td></tr>
<tr><td>5.</td><td>The claimant No.1 shall get 55% shares, claimant Nos.2 to 4 shall get 15% each share in the awarded amount.</td></tr>
<tr><td>6.</td><td>As per the award, the 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:
<table>
<tr><td>A/c. Name</td><td>Additional District Judge, Bharuch</td></tr>
<tr><td>Branch Name</td><td>State Bank of India, Muktinagar Branch, Bharuch</td></tr>
<tr><td>A/c. No.</td><td>40759978524</td></tr>
<tr><td>IFSC Code</td><td>SBIN0008278</td></tr>
<tr><td>MICR</td><td>392002002</td></tr>
</table></td></tr>
<tr><td>7.</td><td>After depositing the amount of court fees in the account of Additional District Judge, Bharuch, the opponent Nos.1 to 3 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.</td></tr>
<tr><td>8.</td><td>The claimants are hereby directed to furnish the details</td></tr>
</table>

	of their bank account 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 before this Tribunal. 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 opponents are directed to transfer the awarded amount into bank account of **concern claimants** as per their share within 30 days. Before transferring the amount in to the bank account of the concerned claimant the concerned opponents shall inform the concerned bank of the claimants well in advance regarding the transfer of awarded amount, so that the concerned bank is able to give effect to the direction of the tribunal regarding, depositing of respective amount in fix deposit.
9.	The opponent Nos.1 to 3 are 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.
10.	Out of the amount coming to the share of claimant Nos.1,3, & 4, **70%** amount shall be invested in FDR by the concerned bank in the name of claimants for a period of 5 years. **Whereas, in case of minor claimant No.2, the entire amount of compensation shall be fixed deposited through his guardian for a period of 5 years or till he attains the age of majority, whichever is later.** 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.
11.	Insofar as tax deduction at source is concerned, Form 16 A of the Income Tax Act should be provided to the claimant/victim on whose behalf the deduction has been made so as to enable them to seek refund of tax deducted.
12.	Opponents do bear their own costs.
13.	Award be drawn accordingly.

Signed and Pronounced in the open Tribunal today on this 6th day of July, 2026.

Date: 06/07/2026.
Place: Bharuch

(Ejaz Mohsinali Shaikh)
2nd Additional District Judge & MAC
Tribunal (Auxi), Bharuch
Code No.GJ00627

(ZYV)