GJBH010015152020

Filing No. : MACP/274/2020
Filed On : 17/09/2020
Decided On : 30/06/2026
Duration **5Y-9M-13D**

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL (AUX.) AT BHARUCH.

MAC PETITION No. 274 of 2020

Exh. ______

<u>Claimants:</u>

1. **Chandrikaben Dharmeshbhai Dhadiya**
   Age : 49 Years, Occu. : House hold work,

2. **Kajalben D/o Dharmeshbhai Dhadiya & Wife of Atulbhai.**
   Age : 30 Years, Occu. : House hold work,

3. **Binitaben D/o Dharmeshbhai Dhadiya & Wife of Milanbhai.**
   Age : 28 Years, Occu. : House hold work,

4. **Vikrant Dharmeshbhai Dhadiya**
   Age : 21 Years, Occu. : Study,

5. **Popatbhai Laljibhai Dhadiya**

Age : 83 Years, Occu. : Unemployed,
(Deleted by passing an order below Exh.21)

6. **Ladhiben Popatbhai Dhadiya**
Age : 77 Years, Occu. : House hold work,

All are R/o. 141, Shamla Raw House,
Kamrej, Laskana, Surat.

Versus

Opponents:

1. **Hasmukhbhai Bhoranbhai Akbari**
Age : Adult, Years, Occu. : Owner,
R/o. 17, Jalaramnagar, Near Orphanage, Katargam Road, Surat.

2. **United India Insurance Co. Ltd.**
At : Beside Big Bazar, Station Road, Bharuch.

3. **Rajeshbhai Sureshbhai Nai**
Age : 30 Years, Occu. : Driver,
R/o. Lunva, Ta. Palanpur, Dist. Banaskatha.
(Deleted by passing an order below Exh.14)

Appearance:

Ld. Advocate Mr. H.S.Kharva, for the claimants.
Opponent No.1 : Ex-parte by passing order below Exh.1 dated 26/06/24.
Ld. Advocate Mr. M.N.Gohil, for the opponent No.2.

Claim : Rs.60,00,000/- U/s.166 of the M. V. Act, 1988.

JUDGEMENT

1. The claimants being legal heirs and legal representatives of deceased **Dharmeshbhai Popatbhai** (hereinafter referred to as the 'deceased' for short) who died in a road accident, have preferred the present claim petition under Section 166 of the Motor Vehicles Act, 1988 seeking compensation of **Rs.60,00,000/-** from the opponents.

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

2.1 That, on 08/07/2019 at about 8:00 p.m, deceased was driving Vehicle No. GJ 05 JR 0701 as a paid driver and was coming from Vadodara towards Bharuch. While he was passing over the Ajwa Bridge on National Highway No.8, buffaloes suddenly came onto the road. While trying to save himself and the passengers sitting inside the vehicle, the said vehicle crossed the divider and collided with an Eicher Truck No. GJ 16 X 8350, which was coming from the opposite direction at full speed. As a result, the the deceased sustained serious injuries and subsequently died due to the said grievous injuries. The FIR with respect to the said accident was registered with Bapod Police Station, Vadodara City vide I-CR No.I/123/2019 against the deceased – Car driver.

2.2 According to the claimants, at the time of accident, the deceased was aged about 54 years, hale & healthy person. It is also stated that the deceased was earning Rs.35,000/- p.m. through driving, agricultural activities and share trading. It is further stated that due to sad demise of the deceased, the claimants have suffered mental shock and claimed Rs.60,00,000/- as compensation under different heads.

2.3 It is further submitted that all the opponents are liable to pay the compensation to the claimants.

3. Upon the petition being admitted, notices were issued to the opponents and they have been duly served. The opponent No.1 owner of Car, has not appeared before the Tribunal, and therefore, the matter was ordered to be proceeded ex-parte against him vide order passed by the Tribunal on 26/06/2024 below Exh.1.

3.1 The opponent No.3 – Deleted by passing an order below Exh.14 by the Tribunal on 26.06.2024.

3.2 The opponent No.3 – United India Insurance Company Ltd. has appeared through its advocate and filed written statement at **Exh.13** inter alia contending that, all the averments made in the claim petition are not true and correct, hence denied in toto. It has been further contended that, the facts regarding occurrence of accident, involvement of offending vehicles, causing injuries and resultant death of the deceased, age and income of the deceased are not true and correct hence denied in toto. It has also been contended that, deceased himself drives insured vehicle No. GJ 05 JR 0701 was passing and on the way a group of Buffalo came, hence he dashed with the Buffalo and went on opposite side of track and dashed with Eicher Truck No. GJ 16 X 8350. Hence, it is a purely self negligence case and the deceased can not be treated as a third party and the risk of the deceased driver was not covered by the policy of insurance and hence, petition is not tenable at law. It is further contended that the deceased driver was not holding valid & effective driving license. It is further contended that alleged accident took place due to sole negligence on the part of the deceased. `Consequently, prays to dismiss the petition with costs.

4. Heard Learned Advocates for the parties and perused the evidence and written submissions produced by the parties on record.

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

Sr. No.	Nature of Documents	Exh.
Oral Evidence		
1	Vikarant Dharmeshbhai Dhadiya	**17**
Documentary Evidences		
1	Copy of FIR	**22**
2	Copy of Inquest Panchnama	**23**
3	Copy of Postmortem Report	**24**
4	Copy of R.C.Book of the offending vehicle No. GJ 05 JR 0701.	**25**
5	Copy of Insurance policy of the offending vehicle No. GJ 05 JR 0701.	**26**
6	Copy of Aadharcard of deceased	**27**
7	Copy of Income Tax Return for the AY 2017 - 2018 of the deceased	**28**
8	Copy of Income Tax Return for the AY 2018 - 2019 of the deceased	**29**
9	Copy of Income Tax Return for the AY 2019 - 2020 of the deceased	**30**
10	Copy of death certificate of claimant no.5	**31**
11	Copy of driving license of deceased	**32**
12	Copy of Panchnama of place of occurrence	**38**

6. On completion of the evidence, Ld. Advocate for the claimants has filed closing pursis vide **Exh.33**, whereas, Ld. Advocate for the opponent No.2 has also filed closing pursis vide **Exh.41.**

7. The following issues were framed at **Exh.15** by my learned predecessor for determination:

1. Whether it is proved that the deceased sustained injury and died on account of rashness or negligence in driving on the part of the vehicle involved in the accident ?

2. What amount, if any, the claimant is entitled to by way of compensation and from which of the opponents?

3. What order ?

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

1.Deceased died due to his own negligence.
2.In the affirmative – As per final order.
3.As per 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. Further, the Tribunal has to hold an inquiry to determine compensation which must appears to it to be just. Strict rules of evidence are not applicable in an inquiry conducted by the Claims Tribunal.

9.1 Ld. Advocate for the opponent No.2 – insurance company has filed written submissions vide **Exh.43** and submitted that, the claim petition is filed under Section 166 of the Motor Vehicles Act, wherein the claimants are required to prove rash and negligent driving of the offending vehicle. However, from the pleadings, police papers and investigation record, it clearly transpires that deceased Dharmeshbhai himself was negligent and solely responsible for the accident. It is further submitted that the police investigation and papers reveals that the accident occurred due to the negligence of deceased himself and accordingly A-summary/abated summary has been filed. Hence, the deceased was not a third party but himself a tortfeasor/self-negligent person and therefore neither the deceased nor his legal heirs can claim compensation under Section 166 of the Motor Vehicles Act against the owner and insurer of the same vehicle. It is further submitted that the contention of the claimants that the deceased was employed as a paid driver is not proved by any documentary evidence such as, salary register, payment receipt, bank statement, appointment record or employer testimony. The owner of the vehicle No. GJ-05-JR-0701 has also not been examined to establish employer-employee relationship and payment of wages to the deceased. Mere payment of additional premium for driver coverage does not automatically entitle the applicants to claim compensation under Section 166 of the Motor Vehicles Act. Even assuming without admitting that the deceased was a paid driver, the remedy, if any, would lie under the Employees Compensation Act/Workmen Compensation Act before the competent Labour Court and not under Section 166 of the Motor Vehicles Act. Therefore, the present claim petition being not maintainable in law deserves to be dismissed against Opponent No. 2 with costs.

9.2 So far as the question of negligence is concerned, the claimant No.4 – **Vikarant Dharmeshbhai Ghadiya** who is the son of the deceased has submitted his affidavit of examination-in-chief at **Exh.17** and has reiterated the facts as mentioned in the claim petition. He was cross-examined by the Ld. Advocate for the opponent No.2, wherein, he has admitted that he is not the eyewitness of the accident & he has not produced any documentary evidence regarding his deceased father, doing the job as a paid driver of opponent no.1.

9.3 The claimants have produced on record the copy of the FIR at **Exh.22** and spot panchnama at **Exh.38,** wherein, the description of the offending Eicher Tempo No. GJ 16 X 8350 & Chevrolet Trail Blazer Vehicle No. GJ 05 JR 0701 have been mentioned and thus, involvement of the said offending vehicles is made out from the complaint and spot panchnama. However, from the evidence of the claimant as well as police complaint, it is established that the offending Chevrolet car was being driven by the deceased at high speed and near Laxmi Studio on the Ajwa Bridge, collided with Buffaloes, therefore, he lost control over the steering, crossed the divider and collided with truck, which had resulted into death of Chevrolet driver i.e. deceased.

9.4 Further, the claimants have produced the Inquest Panchnama vide **Exh.23**, copy of P.M. Report vide **Exh.24**. The P.M. Report **Exh.24** clearly reveals that the cause of death of Dharmeshbhai Popatbhai Ghadiya was due to multiple injury in a road accident. The said evidence led by the claimants has not been controverted by the opponents. Therefore, considering the entire evidence on record, this tribunal is of the considered view that the Chevrolet car was being driven by the deceased at high speed and near Laxmi Studio on the Ajwa Bridge, collided with Buffaloes, therefore, he lost control over the steering, crossed the divider and collided with truck, which was coming from the opposite direction. It is pertinent to note that, opponent No.1 i.e. owner of the Chevrolet car has not steeped into witness-box. He has not proved that the Chevrolet car was not ply by the deceased. Driving a Chevrolet car on heavy busy National Highway No.8 in a moderate speed, on the correct side of the road is nothing but gross negligence on the part of Chevrolet car driver (deceased) in question i.e. opponent No.1. If he has slowed down speed while driving his car & took precaution he could have control the speed of, his vehicle and the said accident could have been averted. Thus, it can certainly be said that accident had occurred due to the rash and negligent driving of deceased - the driver of the Chevrolet car. Hence, this tribunal answer the Issue No. 1 in ***"Affirmative"***.

<u>Issue No.2</u>

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. On perusing the Aadhar card & Driving Licence vide **Exhs.27 & 32 respectively**, it appears that deceased's birth date is mentioned as 09/08/1965, so he was 54 years old at the time of accident. Thus, age of the deceased is considered as 54 years. Therefore, considering the decision in the case of **Sarla Varma v/s Delhi Transport Corporation & ors [2009 ACJ 1298]**, multiplier of **11** would apply.

12. The claimant No.4 has submitted in his affidavit vide **Exh.17** that, deceased was doing job of driving, agricultural activities and share trading and was earning Rs.35,000/- p.m. However, the claimants have not led any evidence to prove the income of the deceased and this fact is also admitted by the claimant No.4 in his cross-examination at **Exh.17.**

12.1 The Ld. Advocate for the claimants, so far the income of the deceased is concerned, has relied on the Income Tax Return for assessment years 2017-2018, 2018-2019 & 2019-2020. The gross income for the assessment year 2017-2018, as per the ITR is Rs.3,98,896/-, the gross income for the assessment year 2018-2019 as per the ITR is

Rs.4,11,949/- and the gross income for the assessment year 2019-2020 as per the ITR is Rs.4,05,132/-. All the ITR on record are prior to the date of accident. Hence, considering the average income for three years i.e. ITR at Exhs. 28 to 30, the income of the deceased is considered as round off **Rs.4,05,326/- p.a.** (Rs. 3,98,896/- + 4,11,949/- + Rs.4,05,132/-= Rs.12,15,977 divided by 3 = Rs.4,05,325.66Ps.).(Rs.33,777/- per month).

12.2 At this stage para No.7 and 8 , of the judgement of ***Vijayalaxmi @ Roopa V. Shenoy & Anr. Versus National Insurance Co. Ltd & Ors.(Civil Appeal No.2320/2025) is to be referred,*** wherein, Honourable Supreme Court has held that…

> ***Para 7.*** *We have heard the learned counsel for the parties. We are unable to agree with the view taken by the Tribunal and High Court on the income of the deceased. It has been clarified in , Malarvizhi & Ors. v. United India Insurance Co. Ltd. & Ors.1 that the determination of income must proceed on the basis of Income Tax Return when available, being a statutory document. More recently, this Court in New India Assurance Co. Ltd. v. Sonigra Juhi Uttamchand 2 while determining the income of the deceased therein had observed:*

> *“8. ….Monthly income could be fixed taking into account the tax returns only if the details of payment of tax are appropriately brought into evidence so as to enable the Tribunal/Court to cal-culate the income in accordance with law.”*

Para 8. *Adverting to the facts at hand, on a perusal of the Income Tax Return of the deceased for the Financial Year 2012-2013, annexed at Annexure P2, his gross total income is seen to be Rs.1,98,192/- per annum. In the light of the above expositions of law, his income is, therefore, fixed at Rs.1,98,192/- per annum.*

12.3 Considering the above judgment and facts of the present case and circumstances, in this case also the copy of income of the deceased can be considered on the basis of income-tax returns provided vide Exh.28 to 30. Moreover the ITR produced are not challenged by the opponents

12.4 Therefore, keeping in view the facts and circumstances of the present case produced on record, and the judgment of the Hon’ble Supreme Court referred above, it would be appropriate to consider the monthly income of the deceased at (Rs.33,777/- per month) per month and Rs.4,05,326/- p.a.

to meet the ends of justice.

12.5 The deceased was **54** years of age and not having permanent job, and therefore as per the decision reported in case the of **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.40,533/- [Rs.4,05,326/- p.a. income x 10% future prospects].** Hence, deceased's yearly income at the time of accident including future prospect is considered as Rs.4,05,326/- + Rs.40,533/- = **Rs.4,45,859/-**.

13. As there are total six 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.

14. After deduction of personal living expenses of the deceased, dependency loss would be Rs.4,45,859/- p.a. income – Rs.1,11,465/- (1/4th of total income Rs.4,45,859/-) = Rs.3,34,394 x 11 multiplier = Rs.36,78,334/-. Therefore, it is just and proper to award sum of **Rs.36,78,334/- 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 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***.

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)***. However, claimant No.1 who is the widow of the deceased is entitled to get **Rs.48,400/- towards spousal consortium,** Claimant Nos.2 to 4 who are the children of the deceased are entitled to get **Rs.48,400/- each towards Parental Consortium,** whereas, claimant Nos.5 & 6 are the parents of the deceased are also entitled to get **Rs.48,400/- each towards filial consortium.** But, the claimant no.5 who was father of the deceased died during the proceeding, hence, his name has been deleted from the array of the petition by passing an order below Exh.21.

16. Thus, the claimants are entitled to get following amount of compensation.

Future loss of income/dependency	**Rs. 36,78,334=00**
Loss of Spousal	**Rs. 2,42,000=00**

consortium, Parental & Filial consortium.	(Rs.48,400 x 5)
Loss of estate	**Rs. 18,150=00**
Funeral expenses	**Rs. 18,150=00**
Total	**Rs. 39,56,634=00**

17. In view of the above referred discussion, total compensation arrives at **<u>Rs.39,56,634/- (Rs. Thirty Nine Lacs Fifty Six Thousand Six Hundred Thirty Four only).</u>**

<u>Liability of the opponent No.2 –</u>
<u>United India Insurance Company Ltd. as regards maintainability of the claim.</u>

18. Ld. Advocate for the opponent No.2 has orally submitted that, the deceased is a driver of Chevrolet Car No. GJ 05 JR 0701 who is not a third party, and therefore, cannot claim compensation against his own insurance company. He has further submitted that, Section 165 of the M. V. Act itself provides that, the power of adjudication is vested in the tribunal so far as the claim arising out of the use of motor vehicle concerning to third parties only, the claim of the claimant requires to be dismissed. He has also submitted that, the risk of the driver of vehicle is not required to be covered statutorily. The term 'third party' must necessarily refer to a party other than driver and policy holder who are parties to the contract. Section 147 of the Act is also clear that, when the insurance company is indemnifying the liability / act of the person or classes of persons specified in the policy, then the insurance company is liable to indemnify the liability / act done by the insured or the person authorized by insured to drive the insured vehicle to the third party and not the person who is authorized and who had done the wrongful act is not liable to claim compensation. Thus, the claim of the claimants is not maintainable u/s.166 of the M. V. Act.

18.1 Here, the question is whether the deceased was paid-driver of the opponent No.2 and whether the additional premium was paid covering the risk of paid driver is required to be considered.

18.2 If the evidence of claimant no.4 at **Exh.17** is perused, it is specifically stated that the deceased was paid driver and was driving Chevrolet Car No. GJ 05 JR 0701 at the time of accident. The said fact is not controverted by any of the opponents. Hence, it is established that deceased was paid driver of opponent No.1. So far as the fact whether the additional premium was paid or not, on perusing the insurance policy of Chevrolet Car No. GJ 05 JR 0701 vide

Exh.26, it appears that the policy issued by the opponent No.2 - insurance company was 'Package Policy (Private Vehicle)', which clearly indicates that the opponent No.1 i.e. owner of the Chevrolet Car. Moreover, the written arguments submitted by the Ld. Advocate of the opponent no.2 **at Exh.43**, it appears that the owner has paid the driver's premium. At this juncture, the decision of the Hon'ble Gujarat High Court reported in **2022 (1) GLR 440** is required to be considered.

18.3 In the case of **Valiben Laxmanbhai Thakore (Koli) Wd/o Late Laxmanbhai Ramsingbhai Thakore (Koli) v. Kandla Dock Labour Board** reported in **2022 (1) GLR 440,** wherein the Hon'ble High Court has held at **para-13** and **para-15** that-

> *13. Thus, when the owner of a vehicle pay additional premium and same is accepted by the Insurance Company, liability of the Insurance Company gets extended under the Motor Vehicles Act. Section 147 of the Act clearly prescribes for statutory liability to cover risk of paid Driver and Conductor under the Insurance Policy, which is a matter of contract. On payment of such additional premium by the owner, the liability of the owner shifts upon the Insurance Company. Thus, the risk of paid Driver and Conductor would be covered under the Insurance Policy. Only when the additional premium is not paid, liability would be as per the Employees Compensation Act, 1923 and in such cases, compensation would be*

computed as prescribed under the Act which is limited to the extent provided under provisions of the Act. However, when owner pays additional premium to cover the legal liability of his paid driver and conductor to the Insurance Company, as such, the Insurance Company is enlarging the scope for unlimited liability for payment of compensation, when additional premium is accepted. The liability of the Insurance Company gets extended and it has no right to raise issue of self negligence or otherwise of the such class of the driver of the Insured vehicle. By accepting additional premium as per the IMT 28, the Insurance Company expressed its willingness to extend its liability under the Clause of Legal Liability to the Paid driver and conductor as envisaged under Section 147 of the Act. Thus, in our opinion, Insurance Company has no legal right to avoid its legal liability under the indemnity clause arising from the contract of insurance towards the insured - owner of such classes of vehicles.

15. In our opinion, by accepting additional premium, insurance company indemnifies owners for paid driver and/or conductor and risk of driver/ conductor is covered under it upon death or bodily injury caused to paid driver and/or conductor, insurance company would be liable to satisfy such claim irrespective of self negligence.

18.4 Thus, it can certainly be said that, the opponent No.2 - insurance company has extended the coverage for the risk of Chevrolet Car driver i.e. the deceased, and hence the insurance company cannot be absolved from liability by contending that the deceased was not third party and not entitled to get compensation since there was his fault for causing the accident. Hence, in view of **Valiben Laxmanbhai Thakore (Koli) (supra),** the claimants are entitled to get the compensation from the opponent No.2 - insurance company for the death of the Chevrolet Car driver i.e. deceased on the ground that, the case is covered under the terms of the policy irrespective of negligence on the part of the deceased. Thus, the deceased being a paid driver of the opponent No.2, and hence the claim of the claimants is maintainable against the opponent No.2.

18.5 Thus, opponent No.1 is the owner of the offending Chevrolet Car No. GJ 05 JR 0701 and this fact is clearly derived from the R. C. Book of the vehicle in question produced at **Exh.25**. Further, on perusing the insurance policy of Chevrolet Car No. GJ 05 JR 0701 at **Exh.26**, it transpires that the offending Chevrolet Car was insured with the opponent No.2 for the period from 11/10/2018 to 10/10/2019. Thus, it was valid insurance contract on 08/07/2019 i.e. the date of accident. Thus, the opponent Nos.1&2 are jointly and severally liable to pay **Rs.39,56,634/-** as compensation to the claimants together with proportionate cost and interest @ 9% p.a. from the date of claim petition till realization and hence, I answer Issue No.2 in the '**Affirmative**' accordingly. So far as Issue No.3 is concerned, I pass the following final order:-

ORDER

1. The present M.A.C.P is hereby partly allowed against the opponent Nos.1 & 2.

2. The claimants are entitled to recover **Rs.39,56,634/-(Rs. Thirty Nine Lacs Fifty Six Thousand Six Hundred Thirty Four only)** with proportionate 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 and severally.

3. The opponent Nos.1 & 2 are ordered to deposit awarded amount within 30 days from the date of the order.

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. On such deposit being made, first of all deficit Court Fees, if any, shall be deducted from the awarded amount.

6. The claimant No.1 shall get **50%,** claimant Nos.2 to 4 shall get **10% each,** and claimant No.6 shall get **20%** in the awarded amount.

7. Out of the amount coming to the share of claimant Nos. 1 to 4 & 6, **70%** amount shall be invested in FDR in the name of the claimant Nos. 1 to 4 & 6 in any Nationalized Bank of their choice for a period of 5 years. 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 claimants will be at liberty to withdraw the periodical interest accrued on the said FDRs.

8. The insurance company is directed to deposit the Award amount with interest as per the direction given by the Hon’ble Supreme Court in Writ Petition(s) (Civil) No.534/2020 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**

9. The claimants are hereby directed to furnish the details 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.

10. The opponents are also directed to intimate this tribunal on email id 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 of transfer , date of transfer , name of the claimants bank with account number within 7 days form date of transfer.

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 ta

12. Opponents do bear their own costs.

13. Registry is directed to forward the authenticated copy of this order to the Insurance Co. by e_mail.

14. Award be drawn accordingly.

Signed & Pronounced in the open Court today on 30th June, 2026.

Date: 30/06/2026
Place: Bharuch
***
(ZYV)

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