

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

M.A.C.P. No.: 141/2015

Exhibit: - ____.

GJBH010016012015 	 सत्यमेव जयते	FILED ON / REGISTER ED ON	04.06.2015
		DATE OF DECISION	26.05.2026
		DURATION	10Y:11M:22D

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1	Akshay Sunilbhai Chauhan Age: 19 years, Occupation: Service, Residing at : Bholav, Ta. & Dist. Bharuch.
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Versus

Opponents:-

1.	Apurv Baldevbhai Barot Age : Adult, Occupation: Driver, <u>Residing at:</u> 1, Shivshaktinagar, Ajwa road, Vadodara.
2.	Gopal Ramdas Kanade Age : Adult, Occupation: Owner, (Owner as per Policy) <u>Residing at:</u> C/211, Rajratnapole, Kishanwadi, Ajwa Road, Vadodara.
3.	Dilipbhai Abdulbhai Vora Age : Adult, Occupation: Owner, (Owner as per R.C.Book) Residing at : Gulshannagar, Petlad, Anand.
4.	Oriental Insurance Co. Ltd.

	<u>Office Functional at:</u> Pruthvi Trade Center, Station Road, Bharuch. (Vehicle No. GJ 23 M 4437) Policy No. 171101/31/2015/5425
5.	Dharmendra Galram Sahani Age : Adult, Occupation: Driver, <u>Residing at:</u> C/o. Budhabhai Ghelabhai Hambal, 145, Hambal Faliya, Padanu, Gandhidham (Katchh)
6.	Budhabhai Ghelabhai Hambal Age : Adult, Occupation: Owner, (Owner as per R.C.Book) <u>Residing at:</u> 145, Hambal Faliya, Padanu, Gandhidham (Katchh)
7	Mukeshbhai Damjibhai Shah Age : Adult, Occupation: Owner, (Owner as per Policy) <u>Residing at:</u> 9, Sundaram Raw-House, Behind Dutt Petrol Pump, Talodh, Po. Devsar, Ta. Gandevi, Dist. Navsari.
8.	New India Assurance Co. Ltd. <u>Office Functional at:</u> J.K. Amin Chambers, Station Road, Bharuch. (Vehicle No. GJ 12 Z 0832) Policy No. 23090131140100004166

CLAIM PETITION FILED UNDER SECTION-166 OF THE MOTOR VEHICLE ACT, 1988, CLAIMING COMPENSATION TO THE TUNE OF Rs.4,00,000/- ALONG-WITH INTEREST AT THE RATE OF 9% PER ANNUM.

Appearance:

Learned Advocate Mr. J. A.Shaikh / S.F.Shaikh appearing for and on behalf of claimant.
Learned Advocate Mr. D.B. Shah appearing for and on behalf of opponent nos. 1 & 2.
Opponent no.3 : Exparte by passing an order below Exh.1 dated 26/09/2016.
Learned Advocate Mr. V.J. Patel appearing for and on behalf of Opponent no.4 – Insurance Company.
Opponent nos. 5 to 7 : Exparte by passing an order below Exh.1 dated 26/09/2016.
Learned Advocate Mr. P. G. Shah appearing for and on behalf of Opponent no.8 – Insurance Company.

: J U D G E M E N T :

1. The Claimant has filed present claim petition under Section 166 of the MV Act for getting of compensation of Rs.4,00,000/- for the injuries caused to him in the alleged vehicular accident which was occurred on 05/11/2014, along with costs and interest at the rate of 9% p.a. from the date of petition till realization.

2. The fact of the case is that, on the day of the incident, on 05.11.2014, the claimant was traveling in Maruti Ecco Car No. GJ 23 M 4437 towards Ahmedabad with his relatives, when the said Maruti Car reached near Vadodara-Ahmedabad Express Highway, within the jurisdiction of Anand Rural Police Station,

opponent no.1 who was driving the said Maruti Car with full speed and negligent manner and dashed with Trailer No. GJ 12 Z 0832, thereby causing accident. As a result, the claimant sustained serious injuries in the said accident.

2a. Due to injuries sustained to the claimant, operation was performed in Zydus Hospital, Anand and he had incurred huge amount towards his medical treatment. Considering the seriousness of the injuries, there is a possibility that the claimant may suffer permanent disability. Therefore, the claimant has filed this claim petition to claim compensation of Rs. 4,00,000/- along with interest @ 9% p.a. under the heads of loss of income, future loss of income, permanent disability, medical expenses, pain, shock and suffering, transportation expenses, special diet & attendant charges etc.

2b. At the time of the accident, the opponent no.1 was driving the Vehicle No. GJ 23 M 4437 owned by opponent nos. 2 & 3 and opponent no.3 had obtained insurance for the said vehicle from opponent no.4. Further opponent no.5 was driving the Vehicle No. GJ 12 Z 0832 owned by opponent nos. 6 & 7 and opponent no.7 had obtained insurance for the said vehicle from opponent no.8. Therefore, all the opponents are jointly and severally liable to pay compensation.

3. Notice of present claim petition was issued and duly served upon the opponents.

3a. Opponent nos.1 & 2– Secured their presence through their Ld. Advocate Mr.D.B.Shah and filed written statement at Exh.34, wherein, the opponent nos.1 & 2 have denied all the averments of the claim petition except those which are specifically admitted.

3b. Opponent no.4 – Oriental Insurance Co. Ltd. Secured its presence through its Ld. Advocate Mr. V.J. Patel and filed written statement at Exh.30, wherein, the opponent no.4 has denied all the averments of the claim petition except those which are specifically admitted. The facts of accident, age, nature of work of the claimant at the time of the accident are denied. It is denied that the incident occurred due to rash and negligent driving on the part of the opponent no.1. It is also stated that at the relevant time opponent no.1 was not driving the Maruti Eco Car o. GJ 23 M 4437 and opponent no.3, had never insured with the opponent no.4 and therefore, the opponent no.4 is not liable to pay any compensation to the claimant. It is stated that at the time of accident, the opponent no.5 driver of the Trailer No. GJ 12 Z 0832 had apply the break all of sudden without any care and caution, and therefore, the incident is happened and therefore, the opponent no.5 is entirely liable for the accident. It is further stated that the driver of the Maruti Eco Car No. GJ 23 M 4437 was not holding a valid and effective driving license at the time of accident and thereby opponent no.4 – Insurance Company has prayed to reject present claim petition.

4. Thereafter, Opponent no.8 – New India Assurance Co. Ltd. Secured its presence through its Ld. Advocate Mr. P.G. Shah and filed written statement at Exh.46, wherein, the opponent no.8 has

denied all the averments of the claim petition except those which are specifically admitted. The facts of accident, age, nature of work of the claimant at the time of the accident are denied. It is denied that the incident occurred due to rash and negligent driving on the part of the driver of the Trailer No. GJ 12 Z 0382. It is further stated that the driver of the said Trailer was not holding valid & effective driving license. It is further stated that the driver of the Maruti Eco Car was negligent who was driving without driving license and drove his vehicle during day time and dashed with the running trailer. It is further stated that the police case & charge sheet is filed against the driver of the Maruti Ecco Car. Consequently, it is prayed to dismiss the claim petition with costs.

5. Learned Advocate Mr. P.G.Shah appearing for the opponent nos.5 to 7 put on record, application vide Exh.54 under section 170 of Motor Vehicle Act, 1988, the Ld. Advocate for the claimant has endorsed i.e. "No objection" hence, the said application was granted by the tribunal and opponent no.8 was permitted to contest the present petition on behalf of opponent nos.5 to 7.

6. On dated 25/02/2019 the following issues were framed by M.A.C.Tribunal (Aux.) at Exh.43 for determination:

Issues

(1) Whether petitioner proves that he sustained injuries 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 claimant is entitled to get by way of compensation and from which of the opponents ?

(3) What order?

7. My findings on the above issues are as under for the reasons to follow:

- (1) Affirmative,
- (2) As per final order,
- (3) As per final order.

8. ISSUE No. 1 :-

In order to prove the claim, claimant has produced documentary evidence which are as follows:

Sr.No.	Oral Evidence	Exhibit
1	Examination-in-chief of claimant – Akshay Sunilbhai Chauhan.	52
Sr.No.	Documentary Evidence	Exhibit
1	Copy of FIR	55
2	Copy of Panchnama of the place of offense.	56
3	Copy of driving license of opponent no.1	57
4	Copy of R.C. book of offending vehicle i.e. Maruti Eeco No. GJ 23 M 4437.	58
5	Copy of Insurance Policy of offending vehicle i.e. Maruti Eeco No. GJ 23 M 4437.	59

6	Copy of driving license of opponent no.5	60
7	Copy of R.C. book of offending vehicle i.e. Trailer No. GJ 12 Z 0832	61
8	Copy of Insurance Policy of offending vehicle i.e. Trailer No. GJ 12 Z 0832	62
9	Copy of Injury Certificate of claimant	63
10	Discharge card of claimant issued by Zydus Hospital, Anand.	64
11	Discharge card of claimant issued by Prisha Hospital, Vadodara.	65
12	Medical expenses amounting to Rs.1,11,097/-	66
13	Disability Certificate of claimant issued by Dr. R.L. Rana, Consulting Orthopedics surgeon, Consulting Industrial Physician.	67

Opponent no.8 – Insurance compnay has submitted the copy of charge-sheet filed against the **opponent no.1 – Apurva Baldev Barot** vide **Exh.73**.

8a. After submitting oral as well as documentary evidence, Learned Advocate for the claimant has filed closing pursis at **Exh.68** and Learned Advocate for opponent nos. 4 & 8 Insurance companies have also filed closing pursis at Exhs. **70 & 74** respectively. This tribunal has heard Learned Advocates for the respective party and considered oral as well as documentary evidence placed on record by the Learned Advocate for the claimant.

9. Moreover, Ld. Advocate of the claimant has submitted written argument at Exh.75 & submitted the following authorities.

- (1) *Kajal V/s. Jagdish Chand, 2020(0) AIJEL SC 65725.*
- (2) *Baby Sakshi Greola V/s. Manzoor Ahmad Simon and another, 2024(0) AIJEL SC 74382.*
- (3) *Master Ayush V/s. Branch Manager, Reliance General Insurance Co. Ltd, 2022(0) AIJEL SC 68581.*
- (4) *Lalabhai Chelabhai Chuhan V/s. Virendrasinh Kundansinh Jadav & Ors. R/First Appeal No. 2886 of 2025.*
- (5) *National Insurance Company Limited V/s. Nasirkhan Mobinkhan, reported in 2018(0) AIJEL-HC-240363.*
- (6) *Uttar Pradesh State Road Transport Corporation V/s. National Insurance Company Limited, reported in 2018(0) AIJEL-SC-63039.*

10. Further, the Ld. Advocate of the opponent nos.4 & 8 have submitted written argument at Exhs.76 & 78 respectively. I have perused the written arguments submitted by the parties at length.

Issues Nos. 1 to 3 :-

11. 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.

11a. So far as the question of negligence is concerned, it has been decided by the Ld. Tribunal (Auxi.) and 2nd Additional District Judge, Vadodara, in Motor Accident claim petition No. 1045 of 2015, arisen from the same incident which was filed by the applicant Apurva Baldevbhai Barot and was decided on 29/11/2025, the judgement was passed below Exh.102, wherein the negligence of ecco car is fixed as 70% and 30% negligence of driver of trailer.

11b. The injured claimant has submitted his affidavit of examination-in-chief **at Exh.52** and narrated the same facts as mentioned in his claim petition, which is considered by this tribunal.

The said claimant is Cross-examined on behalf of Opponent No. 4 by Advocate Mr. V.J. Patel, *Wherein he has admitted that :*

“the accident occurred on 05/11/2014 at around 9:30 a.m. on the Ahmedabad Express Highway near Anand. It is admitted that the accident took place between Trailer No. GJ-12-Z-832 and Maruti Eeco No. GJ-23-M-4437. It is admitted that the trailer was travelling from Vadodara towards Ahmedabad, i.e., from south to north. It is admitted that the Maruti Eeco was also travelling from Vadodara towards Ahmedabad and was proceeding from south to north. It is admitted that the trailer was moving ahead of the Maruti vehicle. It is admitted that all of us were seated in the Eeco vehicle. He was sitting on the front seat of the Eeco and the others were sitting on the rear seats. He has denied that he came to know how the accident occurred only from what people told him after the accident. It is admitted that the complaint regarding the

accident was filed by the trailer driver against the driver of the Maruti Eeco. It is admitted that he has read the complaint produced in this case. Today, a copy of the complaint marked Exhibit 6/1 is shown to him, and upon seeing it, he state that It is admitted that the following fact is written therein: "While proceeding on the express highway, the pressure pipe of my trailer burst, due to which the trailer slowed down." It is admitted that this accident occurred due to the negligence of the trailer driver. From the accident site, he was first taken for treatment to Zydus Hospital, Anand. It is admitted that the persons injured in this accident suffered fractures. he now state that not everyone suffered simple fractures; some persons suffered major fractures requiring insertion of rods. It is admitted that he has produced proof of his age in this case. He was admitted as an indoor patient at Zydus Hospital for approximately five days. It is admitted that he have produced all case papers of Zydus Hospital in this case. It is denied hat he has not produced any treatment bills amounting to Rs. 1 lakh in this case. It is admitted that the bills produced by him are dated around 25/04/2024 and nearby dates in 2024. It is admitted that he has not produced any prescriptions corresponding to the medicine bills submitted in this case. It is admitted that he has not produced any permanent disability certificate from Zydus Hospital, where he had taken treatment. It is admitted that he had not taken any treatment from Dr. Rajendra N. Rana of Ankleshwar, who issued the disability certificate. It is true that I have produced a permanent disability certificate dated 21/04/2024 issued by Dr. Rajendra N. Rana. It is admitted that if Dr. Rana had taken any X-ray of him, he has not produced any such X-ray in this case. It is admitted that he has not produced any documentary proof of his monthly income at the time of the accident in this case. It is denied that he has

not suffered any permanent disability. It is denied that he has given false evidence in order to obtain higher compensation”.

The said witness has been cross-examined on behalf of Opponent No. 8 by Ld. Advocate Mr. P.G. Shah, wherein, the said witness has stated that :

“at the time of the incident, he was seated on middle seat (back seat of driver) in the Ecco vehicle. It is admitted that the accident occurred during daylight hours. It is admitted that the trailer involved in the accident was moving ahead of his Ecco vehicle on the left side. His vehicle and the trailer involved in the accident had been travelling together for about 10 to 15 minutes. It is denied that the trailer was moving slowly. It is admitted that due to a problem in the steering of the Ecco vehicle, the Ecco collided with the vehicle ahead, i.e., the trailer. It is denied that the accident occurred due to the negligence of the driver of the Ecco vehicle. At the time of the incident, he was studying”.

12. This court has considered the record and it transpires that, one Mr. Dharmendrabhai Jayram had lodged the FIR which is at Exh.55. Further, as narrated in the FIR (Exh.55) that, he is the driver of Trailer No. GJ 12 Z 0832, when he was going by driving the said Trailer along with conductor Mr. Shaileshbhai from Ankleshwar GIDC to Mundra and when they reached on Express highway towards Ahmedabad, at that time, pressure pipe of his trailer got burst and therefore he reduced the speed of his trailer, meanwhile, driver of the Ecco car came by driving his

Eco car in rash and negligent manner and dashed behind the trailer which was going ahead, as a result of which, passengers who were traveling in the Ecco car sustained severe injuries, the registration number of the trailer was GJ 23 M 4437.

13. The Panchnama of place of occurrence is produced on record at Exh.56. In the said the said Panchnama, the place of accident and the four corners of the place of accident are stated. Moreover, it appears from the Panchnama that one Ecco Car No. GJ 23 M 4437 and also Trailer No. GJ 12 Z 0832 lying on the spot of accident and damages caused to Ecco car appears to be more than the damage caused to the Trailer, going ahead. The Police has not recovered any materials from the place of accident.

14. This tribunal has also taken note that, the driver of the Ecco car had not stepped into the witness-box. The evidence led on behalf of the claimant has not been controverted by the insurance company. Except breach of conditions of policy, the opponents have not rebutted the evidence led by the claimant.

15. Thus, from the oral as well as the documentary evidence on record, and as discussed and decided by the Ld. Tribunal (Auxi.) and 2nd Additional District Judge, Vadodara In Motor Accident claim petition No. 1045 of 2015, filed by the applicant Apurva Baldevbhai Barot and decided on 29/11/2025, the judgement was passed below Exh.102, wherein the negligence of opponent no.1 - driver of the Ecco Car No. GJ 23 M 4437 is fixed as 70% and 30% negligence of driver of trailer.

15a. In view of the above referred discussion, this Tribunal comes to the conclusion that, the claimant sustained injuries in a vehicular accident which occurred due to rash and negligent driving of opponent No. 1. Hence Issue No.1 is decided in ***Affirmative***.

15b. The oral, documentary evidence as well as the Spot panchnama are sufficient to appreciate that, out of this road accident, the claimant had received injuries & he had received physical disablement. In view of the judgment delivered by the Hon'ble Supreme Court in the case of ***Pawan Kumar & Anr. Vs. M/s. Harkishan Dass Mohan Lal & Ors. [2014 ACJ 704 (SC)]*** as well as in case of ***Khenyei Vs. New India Assurance Company Limited, 2015 ACJ 1441 (SC)***, as he was traveling in the Ecco car, he does not fall in the category of tort-feasor, therefore the issue of negligence will be governed by the principle of **composite negligence**.

ISSUE NO. 2

16. 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.

17. So far as age of the claimant is concerned, as stated by him in his petition, he has stated that he was 19 of age at the time of accident. Claimant has deposed at Exh.52 on dated 28.02.2024 wherein he has stated his age to be 28 years. Disability Certificate placed on record by the claimant shows the age of claimant to be 27 years which is issued on dated 21.04.2024. Accident occurred on dated 05.11.2014. Moreover, on perusing the Discharge Summary at Exh.64, it appears that claimant age is mentioned as 18Y 10M & 11D. Therefore, claimant was about 18-19 years old at the time of accident. Therefore, considering the decision in the case of **Sarla Varma v/s Delhi Transport Corporation & ors** [2009 ACJ 1298], multiplier of 18 is applicable.

18. To prove the injuries, the claimant has categorically stated in his affidavit at **Exh.52** that in the said vehicular accident, he had sustained (1) comminuted displaced fracture of shaft of both bones of forearm (2) abdominal injury (3) Upper eyebrow and lid wound & (4) Left upper limb injury & other bodily injuries. Due to the severe injuries & fractures, the claimant was admitted in Zydus Hospital, Anand and operation was performed there and discharge from the hospital on 07/11/2014 and due to this, he was not done any work since six months. Due to the severity of the fractures, the claimant faces great difficulty in performing daily routine activities. He has spent Rs.1,00,000/- towards medical expenses.

19. So far as the disability sustained by the claimant is concerned, the claimant has relied upon the disability certificate issued by Dr. Rajendra L. Rana, M.S. (Orthopedic) which is at **Exh.67** from which it appears that claimant had sustained fracture injuries. Considering the above clinical findings, the doctor has certified that the claimant has sustained permanent partial disablement @ 30% of lower limb. Here it is required to be noted that Ld. Advocate of the opponent no.8 – Insurance Company has made endorsement that **“permanent partial disability may be considered at 15% body as a 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 **15%**.

20. So far the income of the claimant is concerned, the claimant has stated in his plaint Exh.1 as well as his examination in chief at Exh.52 that at the time of accident, he was earning Rs.5,000/- per month. Moreover, he has admitted in his cross-examination that he was studying. To prove his income, claimant has not produced any evidence on record. However, looking to the date of the accident and nature of work, it would be appropriate if the notional income of the claimant is assessed as Rs.4,500/- per month. So, the claimant's monthly income can be considered as Rs.4,500/- per month & Rs.54,000/- per annum.

In view of the above, the future loss of income is assessed as Rs. 4500/- X 12 months X 18 (multiplier) X 15% (disability) which comes to Rs.1,45,800/-.

21. Considering the nature of injuries sustained by the claimant and the evidence of medical treatment, **Rs.20,000/-** is awarded under the head of **Pain, Shock & Sufferings**.

22. Considering the nature of injuries, period of treatment and also considering the fact that the claimant remained as indoor patient in the hospital, therefore, he must have engaged an attendant and also spent some amount towards transportation for follow-up treatment and it is also believable that he must have consumed some special diet for his early recovery. Therefore, it would be just and reasonable to award sum of **Rs.15,000/- towards joint heads of Attendant, Special diets and Transportation Expenses**.

23. According to the say of the claimant, he could not do his daily routine work on account of accidental injuries. However, there is no supporting evidence to prove the actual loss caused by the claimant. Therefore, considering the nature of injury, it can be presumed that he could not do his work for a period of around 3 months. Therefore, actual loss of claimant would be Rs.4,500/- p.m. income x 3 months = Rs.13,500/-. Thus, it is just and reasonable to award **Rs.13,500/- towards actual loss of income**.

24. According to the averments made in the oral evidence of claimant at **Exh.52**, he has incurred around Rs.1,00,000/- towards his medical treatment. In support of his submissions, he has produced medical bills of Rs.1,11,097/- **at Exh.66**. Therefore, it

would be just and proper to award **Rs.1,11,097/- under the head medical expenses.**

25. In view of the fact and circumstances discussed herein above the claimant is entitled for the following amount as compensation :

Rs.	1,45,800	Future economic loss
Rs.	13,500	Actual loss of income
Rs.	20,000	Pain, Shock and sufferings
Rs.	15,000	Special diet/Attendance/Transportation
Rs.	1,11,097	Medical expenses.
Rs.	3,05,397	Total Compensation.

In view of the above referred discussion, claimant is entitled for **Rs. 3,05,397/- (Rupees Three Lacs Five Thousand Three Hundred Ninety Seven Only).**

Liability in case of composite negligence

26. So far as composite negligence of drivers is concerned, this Tribunal is conversant with the judgment of the Hon'ble Gujarat High court in the case of ***Reliance General Insurance Co. Ltd. V/s Riyajbhai Sirajbhai Vora*** reported in ***2018(0) AIJEL-HC 239680***, wherein, the Hon'ble Gujarat High Court by relying upon the ratio of the full bench of the Hon'ble Supreme Court in ***Khneyei v/s New India Assurance Co. Ltd. reported in 2015(0) AIJEL-SC 56606*** has observed and held that the claimant to

recover whole damages from any of tortfeasor is though permissible in case of such composite negligence when Court / Tribunal can have determined inter-se liability with the extent of composite negligence of their drivers, determination of the extent of negligence between joint tortfeasor may be only for the purpose of their inter-se liability but it is also for the purpose that one may recover the sum from other after making the whole of payment to claimant/plaintiff to extent it has satisfied liability of other. Therefore, the right of the claimant to receive compensation from either of the tortfeasors is different than the inter-se liability of both tortfeasors which certainly arises when the main judgment or award is confirming inter-se negligence amongst two tortfeasors and, therefore, as soon as competent authority fix inter se liability between two tortfeasors, both of them have got inherent right to recover the amount if they have to pay the excess to their liability which is fixed by the Tribunal by the same judgment. For recovery of such amount, the permission of the Court or Tribunal is not required. Since there is more than one tortfeasor and since their negligence is composite, the claimant can recover a full set of compensation from any of them without fixing inter-se liability amongst different tortfeasors. Fixing such inter-se liability in percentage is mainly for the purpose of confirming the right of all such tortfeasor to recover the amount which they are supposed to pay beyond their liability from another tortfeasor.

26a. This Tribunal is also conversant with the judgment in the case of **Amar Singh Jugabhai & Others v. Vijayaben**

Hemantlal Bhulia and others, reported in 1996 (1) GLH 1007, wherein, the Hon'ble Gujarat High Court has observed thus -

... where a person is injured in a motor accident that occurs not on account of his negligence but because the drivers of the colliding vehicles were negligent, the claimants are entitled to damage jointly and severally from the negligent respondents. Every wrongdoer is liable for the whole damage and it does not matter whether they acted between themselves as equals. A decree passed against two or more tortfeasors can be executed against any one of the defendants and such defendants can be compelled to pay the entire amount of damages decreed. It is further clear that the defendant who is compelled to pay the entire amount of damages decreed has a right to contribute from the other wrongdoer. The liability in case of composite negligence, unless must normally be apportioned because the claimant is liable to recover a whole amount of compensation in normal circumstances should not be apportioned, as both wrongdoers are jointly and severally liable for the whole loss. Rule of apportionment of liabilities in case of contributory negligence i.e. where the injured himself is also guilty of negligence.

Further, in **Para-26**, it was observed thus -

... it is a settled legal position that even if the liability of joint tort-feasor is to the extent of 1 percent the entire amount i.e.

100% amount of compensation awarded can be recovered from the tort-feasor whose liability is adjudged to the extent of 1% only and omission to use one of the joint tortfeasors will not disentitle the claimants from claiming full relief against one who is sued.

27. In view of the above discussion, the present accident had occurred because of **negligence on the part of vehicles of both the drivers i.e of the Ecco car i.e. opponent no.1 and the trailer.**

Opponent Nos.2 & 3 were the owners of the offending Ecco Car No. GJ 23 M 4437 at the relevant time (opponent no.2 as per owner of Policy & Opponent no.3 as per owner of R.C.Book); & this fact is also clearly derived from the certificate of registration of the offending Ecco Car & Insurance Policy at **Exhs.58 & 59 respectively.**

Opponent No.5 driver of Trailer No. GJ 12 Z 0832 is found, insured with opponent No.8 - Insurance company. The claimant has produced the R.C.Book & Insurance Policy of Trailer No. GJ 12 Z 0832 at Exhs. 61 & 62, Shows that opponent no.6 is owner of said Trailer as per R.C.Book & opponent no.7 is owner of said Trailer as per Insurance Policy, further, looking to the copy of driving license which is on record at Exh.57, the opponent no.1 – Apurva Baldevbhai Barot is the driver.

28. Thus, all the opponents are jointly and severally liable to pay the amount of compensation to the claimants, together with proportionate costs and interest @ 9% p.a. from the date of claim petition till realization. Hence, I answer Issue No.2 in the 'affirmative' accordingly and as the claimants succeeds in the matter, they are entitled to get following reliefs and award, and therefore, in the result, in reply to Issue No.3, I propose to pass the final order as follows :-

ORDER

	The Claim petition stands partly allowed against all the opponents, jointly and severally.
2.	Claimant is entitled for the compensation of <u>Rs. 3,05,397/- (Rupees Three Lacs Five Thousand Three Hundred Ninety Seven Only)</u> with interest at the rate of 9% per annum from the date of application till final realization from all the opponents jointly and severally.
3.	The Opponents are hereby ordered to deposit <u>Rs. 3,05,397/- (Rupees Three Lacs Five Thousand Three Hundred Ninety Seven Only)</u> as compensation with awarded rate of interest within 30 days from the date of this order.
4.	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.
5.	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>	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
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.	The Claimant is hereby directed to furnish the details of his 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 concerned claimant as per his 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 claimant 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.(deleted as per order passed below Exh.81.)										
7.	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.
8.	Opponents are entitled for adjustment of the amount of interim compensation, if any paid, at the final settlement of the awarded compensation.
9.	Out of total amount of compensation deposited by opponents, the amount of medical bills total of Rs. 1,11,907/- be paid to claimant by direct transfer to the credit of the saving Bank Account of the Claimant/s as the case may be by NEFT or RTGS only after due verification.
10.	Opponent nos.1 to 4 (Amended as per order passed below Exh.81.) All the Opponents jointly & severally, are hereby directed to transfer the total compensation amount in the account of claimant through RTGS/NEFT mode.
11.	Opponents shall pay cost of the petition and shall bear own cost.
12.	Award be drawn accordingly.

Signed and Pronounced in the open Tribunal today on this 26th day of May, 2026.

Date: 26/05/2026

Place: Bharuch

(ZYV)

(Ejaz Mohsinali Shaikh)

2nd Additional District Judge & MAC

Tribunal (Auxi), Bharuch

Code No.GJ00627