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

Filed on:	11/12/2019
Registered on:	11/12/2019
Decided on:	06/07/2026
Duration:	**Y 06 M 06 D 25**

GJBH010034392019

MOTOR ACCIDENT CLAIM PETITION NO. 574 of 2019

Exh: _______

Claimants :-

1	Upendrabhai Mulshankar Bhatt. Age: 60, Occu: Doctor,
2	Krushnakumar Upendrabhai Bhatt. Age: 28, Occu: Student.
3	Namrataben Upendrabhai Bhatt. Age: 26, Occu: Student. (all are Residents of: Jadav faliyu, at post: Deli, Taluka: Valiya, Dist: Bharuch.)

Versus

Opponents :-

1	Kishorbhai Govindbhai Sosa. Adult, Occu: Driver. R/o: A/10, River Park Society, ABC- Singanpor, Causeway Road, Surat- 395004.
2	Jigneshbhai Karshanbhai Patel. Adult, Occu: Transport. R/o: near B.K. Tank Dela, Chhakkar Gadh Road, Amreli- 365601.
3	National Insurance Company Ltd. Opposite Shital Guest House, Old National Highway Road No. 8, Bharuch.

Appearance :-

Ld. Advocate on behalf of Claimants : Mr. R.C.Pandya.
Ld. Advocate on behalf of Opponent no.1 : ---
Ld. Advocate on behalf of Opponent no.2 : Mr. S.M.Agnejiya.
Ld. Advocate on behalf of Opponent no.3 : Mr. D.M.Babariya.

Claim: Rs.19,50,000/- under Section 166 of the Motor Vehicles Act- 1988.

JUDGEMENT

(1) The claim petition is filed under Section 166 of the Motor Vehicles Act- 1988, for compensation of Rs.19,50,000/- from the opponents on account of the death of deceased- Mrs.Ushaben Upendrabhai Bhatt in a motor vehicular accident. The claimant no.1 is the husband, the claimant no.2 is the son and the claimant no.3 is the daughter of the deceased.

(2) Facts of the claim petition:

The brief facts of this claim petition in nutshell are such that, on 20/09/2019, the deceased- Ushaben Upendrabhai Bhatt and her husband were returning to Gujarat after attending the Ashtavinayak Pilgrimage(Jatra) in a Luxury Bus bearing Registration No.GJ-14-W-0360, while returning to Gujarat, at the place of incident the driver of the Luxury Bus has driven his bus recklessly and negligently, endangering the lives of people by violating traffic rules and hit a rickshaw standing on the side of the road and caused an accident, due to which the Luxury Bus also overturned on the side of the road and therefore the deceased sustained serious injuries and died. It is stated that the accident had occurred on account of rash and negligent driving of Luxury bus driver, Thus, the claimants being legal heirs and legal representatives of the deceased- Ushaben Upendrabhai Bhatt had sought compensation from the opponents under different heads. The FIR with respect to the said accident was registered at Kasa Police Station, District: Paldhar, State: Maharashtra, FIR No. 161/2019.

(3) According to the claimants, at the time of accident the deceased was 58 years old, hale and healthy, and at the time of accident the deceased was earning Rs.12,000/- to Rs.15,000/- per month as a Tuition Teacher and the income of the deceased was contributing to the financial support of the family. Therefore, the present claim petition is filed claiming compensation of Rs.19,50,000/-.

(4) Upon the petition being admitted, notices were issued to the opponents and they have been duly served. Opponent no.1 i.e., the driver of the offending vehicle has appeared on 23/01/2020 and the Ld. advocate of the opponent no.2 has also appeared. The opponent no.3 had appeared through his Ld. Advocate and has submitted written statement vide Exh.14 on 01/02/2021.

Further, the claimants have filed an application on 04/08/2025 to close the right of reply of the opponent nos.1 & 2 , hence the application was allowed and the right to file reply of the opponent nos.1 & 2 , was closed.

(5) Vide **Exh.14** the Opponent no.3- National Insurance company had appeared through his advocate Mr.D.M.Babariya and filed written statement, wherein the contents of the claim petition and all the material allegations are not admitted and it is stated that the allegations made in the above petition are false and the petition is not maintainable, neither on facts nor as per law against the opponent and hence, the petition is liable to be dismissed against the opponent no.3, the contents of the claim petition are not bonafide and not admitted.

(6) The claimants have adduced following oral as well as documentary evidences:

Evidence of claimant:

Sr. No.	**Oral Evidence**	**Exh.**

1	Upendrabhai Mulshankar Bhatt	22

Sr. No.	**Documentary Evidence**	**Exh.**
1	Post mortem report	46
2	Copy of adhar card of the deceased	33
3	Degree certificate of the deceased	34
4	Diploma B.Ed certificate of the deceased	35
5	FIR	37
6	Panchnama of site of offence	38
7	Inquest Panchnama	39
8	Copy of RC Book of Luxury Bus bearing Registration No.GJ-14-W-0360	40
9	Copy of driving license of the driver	42
10	Copy of fitness certificate of the Luxury Bus bearing Registration No.GJ-14-W-0360	41

(7) Evidence of Opponent no.3- Insurance Company:

Sr. No.	**Oral Evidence**	**Exh.**
1	Nikhil Amaratbhai Haran	30

Sr. No.	**Documentary Evidence**	**Exh.**
1	Copy of Insurance Policy of Luxury Bus bearing Registration No.GJ-14-W-0360	36

(8) On completion of evidence, opponent no.3 has filed its closing pursish vide Exh.31. On the other side on completion of evidence claimants has filed closing pursish vide Exh.29 on 19/01/2026, thereafter, the right to produce the documents was closed, therefore, again an application vide Exh.43 was given by the claimants to open the right to produce the documents which was granted on 03/06/2026.

(9) Following issues were framed at Exh.21 for its determination by this M.A.C.Tribunal (Aux) dated 26/08/2025.

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?

(10) My findings on the aforesaid issued, for the reasons stated below are as under:

1. In Affirmative.
2. In Affirmative.
3. As per the final order.

<u>Findings:-</u>

<u>Issue no.1</u>

(11) It is settled legal position of law that the claim tribunal has to decide the issue of 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.

(12) So far, as the question of negligence is concerned, the claimant no.1- Upendrabhai Mulshankar Bhatt, who is the husband of the deceased filed his affidavit of examination-in-chief at Exh.22 and has narrated the facts as mentioned in his claim petition.

(12.1) The above claimant was cross-examined by the Ld. Advocate for the opponent no.3, wherein he has denied that the accident occurred due to the negligence of rickshaw driver. Further he has admitted that he had not submitted any documentary evidence to prove the income of his wife from tuition classes and he has also admitted that at the time of accident his wife was sixty-five years old. Further he has denied that in-spite being a fault of rikshaw driver, a false petition is being made by him just to get compensation.

Documentary evidence produced by the claimants

(13) The claimants have produced the copy of FIR at Exh.37 and accident site panchnama at Exh.38, wherein the description of the offending vehicle as well the damage to the vehicles are mentioned and thus, involvement of the said offending vehicle is established.

(13.1) Further, the claimant have produced the Inquest Panchnama at Exh.39 and Post mortem report at Exh.46, which clearly reveals that the cause of death of deceased- Ushaben Upendrabhai Bhatt is shown as- "cardiorespiratory arrest due to complications following head injury in a case of road traffic accident." From the evidence of the claimants as well as FIR and Panchnama, it is established that the offending Luxury Bus was being driven by the opponent no.1, i.e., the driver- Kishorbhai Govindbhai Sosa in a rash and negligent manner and thereby lost control over the vehicle and dashed with the rickshaw standing by the side of the road, due to which many passengers of luxury bus sustained grievous injuries including the deceased and which resulted into death of deceased- Ushaben. It appears from the accident site panchnama at Exh.38 that offending vehicle i.e., Luxury Bus bearing Registration No.GJ-14-W-0360 was lying on the right side of the road and another vehicle i.e., rickshaw bearing Registration No.MH-48-AX-8208 was lying on the left side of the road, both were badly damaged in the accident.

Evidence of the opponent no.3

(14) Vide Exh.30- Mr.Nikhil Amarabhai Haran has been examined, who is the Assistant RTO Inspector at Surat. During his deposition the witness has deposed that the driving license of the driver of Luxury Bus No.GJ-14-W-0360 was issued by the RTO office, and the said driving license had expired on 15/08/2018 and was renewed only on 08/01/2020, thus, on the date of accident i.e., 20/08/2019 the driving license was not effective. He was cross-examined by the Ld. Advocate of the claimants in which he has admitted that an expired driving license cannot be treated as a fake license, he has also admitted that he was not aware when the applicant gave an application for renewal of his license and also admitted that no prior notice is issued by the RTO for renewal of a driving license. Further he had denied that the driver was not authorised to drive the vehicle on the date of the accident and has also denied that he is giving false deposition on oath.

(14.1) The right of cross-examination of opponent.1 and opponent.2 has been treated as closed as they were not present at the time of hearing.

<u>Written submissions of claimants and opponent no.3- Insurance Company</u>

(15) The Ld. Advocate for the claimants has filed written arguments at Exh.49 and narrated the same facts as mentioned in his claim petition and in order to substantiate the claim petition, the claimants have produced oral as well as the documentary evidence on record. It is further submitted that the claimants are entitled to just and reasonable compensation.

(16) The Ld. advocate for the Insurance Company has filed written arguments at Exh.50 and submitted that the driver of the offending vehicle was not possessing a valid and effective driving license at the relevant time as the driving license had expired prior to the accident and was not duly renewed. Hence, there was a fundamental breach of the policy conditions. It is, therefore, contended that Opponent no.3 stands absolved from its liability to satisfy the award and no liability to pay compensation can be fastened upon it. However, if this Tribunal is pleased award compensation to the claimants, it is prayed that Insurance Company i.e., opponent no.3 may first be directed to satisfy the award and thereafter be granted liberty to recover the said amount from the owner and driver of the offending vehicle in accordance with law of Pay and Recover and in support of this the opponent no.3 has relied upon the following judgments.

1. Muhammed V. United India Insurance Company. (2023 ACJ 894)
2. Branch Manager, United India Insurance Company. Ltd., V. Biresh Giri & Ors. (2016 ACJ 38)
3. Ramesh Brijesh Pardeshi V. Saiyad Lukman Saiyad Usman & Ors.
4. Karuna Palmaz V. Prakash Sinha & Ors. (2025 ACJ 1624)

Negligence of the opponent no.1 driver of the luxury bus

(17) In the case on hand, considering the record and evidence, the opponent no.1- driver of the luxury bus had not observed the rules of driving and had driven his vehicle recklessly and caused danger to the deceased and had hit the standing rickshaw and the other passengers and also to the other vehicles on the road. It was the duty of the opponent no.1- driver of the luxury bus, to follow the traffic rules and drive his bus with care and caution and take care of the small vehicles. Had the opponent no.1- driver taken some reasonable care while driving his bus, this incident could have been averted. Failure to do so, demonstrate squarely rests upon opponent no.1- driver of luxury bus. Hitting the satnding rickshaw from behind, can certainly be said that, this is nothing but negligent act on the part of the opponent no.1- of luxury bus, as a result of which deceased had lost her life. Hence, I answer the issue no.1 in the affirmative.

Issue no.2 :- Quantum of compensation

Death of the deceased

(18) The death of Ushaben Upendrabhai Bhatt had occurred due to cardiorespiratory arrest due to the complications following head injury in a case of road traffic accident. This fact is also undisputed and it is supported by Post Mortem Report of the deceased produced at Exh.46.

Age of the deceased

(19) On perusing the Adhar Card of the deceased at Exh.33, it appears that deceased's date of birth is mentioned as 10/10/1960. Therefore, the deceased was **59 years old** at the time of accident.

Income including future prospect

(20) Now, the question arises that, what would be the income of the deceased at the time of accident? The claimant no.1- Upendrabhai Mulshankar Bhatt in his affidavit of examination-in-chief vide Exh.22 has stated that the deceased was earning Rs.12,000/- to 15,000/- per month as a Tuition Teacher.

(20.1) During his cross-examination he has admitted that he had not submitted any documentary evidence to prove the income of his wife from tuition classes.

(20.2) Since, the claimants have failed to produce any documentary evidence to establish the income of the deceased from tuition classes, the claimed income cannot be accepted. In absence of reliable evidence, this Tribunal deems it proper to assess the income of the deceased on a notional basis considering his vocation and the prevailing minimum wages on the date of accident applicable to a skilled worker. Accordingly, per day income will be considered as Rs.284/- and from that the monthly income of the deceased is assessed as **Rs.8520/- per month** and yearly it would be **Rs.1,02,240/-**, would meet at the end of justice.

(20.3) The Hon'ble Supreme Court in ***Pranay Sethi (supra)*** has held at para-61(iv) that -

> In case of the deceased was self employed or on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. The established income means the income minus the tax component.

Thus, in view of **Pranay Sethi (supra)**, considering **59 years age** of the deceased, an **addition of 10%** of the established income as future prospects of the deceased is required to be considered.

[Rs.1,02,240/- + Rs.10,224/-(10% of Rs.1,02,240/-)]= Rs.1,12,464/-

Thus, the income of the deceased including future prospects of **10%** can be considered **Rs.1,12,464/- per annum,** would meet at the end of justice.

<u>**Deduction of personal living expenses**</u>

(21) It is an undisputed fact that the deceased had left behind her three family members i.e., her husband, son and daughter. In **Sarla Varma's Case(Supra)**, the Hon'ble Supreme Court has held that-

> "where deceased was married, the deduction towards personal and living expenses of the deceased should be $1/3^{rd}$ where the number of dependents family members are 1 to 3."

Thus, the deduction of personal living expenses of the deceased should be **$1/3^{rd}$** of income.

Multiplier

(22) As per the Aadhar Card of the deceased at the time of accident the deceased was 59 years old, thus, considering the decision in the case of Sarla Varma Vs. Delhi Transport Corporation & Ors [2009 ACJ 1298], multiplier of 9 is applicable for the age group between 56 to 60 years. Thus, **9 multiplier** is applicable while computing the compensation.

Dependency Loss

(23) After deducting the personal living expenses of the deceased, dependency loss would be of Rs.1,12,464/- per annum – Rs.37,488/- (1/3rd of total income Rs.1,12,464/-) = Rs.74,976 * 9 multiplier = Rs.6,74,784/-. Therefore, it is just and proper to award a sum of Rs.6,74,784/- towards dependency loss to the claimants.

Conventional Amounts

(24) The compensation to be awarded towards consortium and loss of love and affection is not rigidly standardized. Nevertheless, the trend and the indications available from different decisions of the Hon'ble Supreme Court are in favour of increasing such compensation under conventional heads to keep in tune with the reducing purchasing power of the rupee as also bearing in mind the concept of sudden tragic and needless loss of life resulting into trauma and mental agony to the family members of deceased. If it happens to be the husband, he should be deprived of life long love, affection and protection and companionship. The children at tender age would loss parents, without whom their upbringing and parenting would indefinitely be incomplete.

(24.1) As this Tribunal is deciding the claim petition in the year 2026, 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,** loss of consortium would be **Rs.48,400/-** and funeral expenses would be **Rs.18,150/-**.

(24.2) 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, <u>the children are entitled to parental consortium</u> in the case of death of the parents and <u>parents are entitled to filial</u> 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 <u>Pranay Sethi</u> (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.

(24.3) Therefore, the claimant no.1- the husband of the deceased is entitled to get **Rs.48,400/-** towards spousal consortium and the claimant Nos.2 & 3- the children of the deceased are entitled to get **Rs.48,400/-** each towards Parental Consortium.

(25) Now, coming to the computation of compensation and by applying the settled guideline, the compensation is calculated as under:-

SUMMARY OF COMPUTATION OF AWARD AMOUNT

1	Date of accident	20/09/2019
2	Name of the deceased	Ushaben Upendrabhai Bhatt
3	Age of the deceased	59 years
4	Occupation of the deceased	Tuition Teacher
5	Income of the deceased	Rs.1,02,240/- per annum

Name, age and relationship of legal representatives of deceased

No.	**Name**	**Age**
1	Upendrabhai Mulshankar Bhatt (husband)	60 years
2	Krushnakumar Upendrabhai Bhatt (son)	28 years
3	Namrataben Upendrabhai Bhatt (daughter)	26 years

COMPUTATION OF COMPENSATION

Sr No.	**Description**	**Amount**
1	Yearly income of deceased (A)	Rs.1,02,240/-
2	Add future Prospects (B)	10% of Rs.1,02,240/- = **Rs.10,224/-**
3	Income including future prospects of the deceased (C)	Rs.1,02,240/- + Rs.10,224/- = **Rs.1,12,464/-**
4	Less personal & living expenses of the deceased (D)	(1/3rd of total income

		Rs.1,12,464/- = Rs.37,488/-) therefore Rs.1,12,464 – Rs.37,488/- = **Rs.74,976/-**
5	Multiplier (E)	**9**
6	Total loss of dependency (D * E) = (F)	**Rs.74,976/- * 9 = Rs.6,74,784/-**
7	Compensation for loss of consortium (G)	Spousal consortium of Claimant no.1 **Rs. 48,400/-** and Parental consortium of Claimant nos.2 & 3 **Rs.48,400/-** each = **Rs.1,45,200/-**
8	Compensation for loss of estate (H)	**Rs.18,150/-**
9	Compensation towards funeral expenses (I)	**Rs.18,150/-**
10	**TOTAL COMPENSATION (F+G+H+I) = J**	**Rs.8,56,284/-**
11	Rate of Interest Awarded	**9% per annum**

(26) Hence, the claimants are entitled to get **Rs.8,56,284/-** as compensation from all the opponents jointly and severally.

<u>Liability</u>

(27) As discussed hereinabove, the evidence on record, particularly the FIR, Panchnama and oral evidence, it clearly establishes that the accident occurred solely due to the rash and negligent driving of Opponent no.1- driver of Luxury Bus bearing Registration No.GJ-14-W-0360. The Insurance Company has failed to establish any statutory defence or breach of policy conditions so as to avoid its liability under the policy. The insurance policy of the offending vehicle was valid and effective on the date of accident, as the policy was in force for the period from 27/04/2019 to 26/04/2020, whereas the accident occurred on 20/08/2019.

(28) The contention is raised by the Insurance Company, in their written arguments at Exh.50 stating that the driver of the offending vehicle was not possessing a valid and effective driving license at the relevant time as the driving license had expired prior to the accident and was not duly renewed. Hence, there was a fundamental breach of the policy conditions. No copy of the judgements relied upon are provided.

(28.1) On the above issue this Tribunal has considered the evidence of witness from RTO, Surat at Exh.30, who during his testimony had deposed that, the license of the driver of Luxury bus had expired on 15/08/2019 and since that it was not renewed up to 09/01/2020.

(28.2) It is to be noted that the accident had occurred on 20/09/2019, i.e., the period during which the license was not renewed. Hence, it is an undistputed fact on record that, at the time of accident the license of the bus driver had expired and the same was not renewed till 04 months and 25 days.

(29) This court has considered section 15(1) of the M.V.Act and the evidence on record in the case on hand. Section 15(1) is reiterated below...

> **15. Renewal of driving licences.**—(1) Any licensing authority may, on application made to it, renew a driving licence issued under the provisions of this Act with effect from the date of its expiry:
>
> Provided that in any case where the <u>application for the renewal of a licence is made more than thirty days after the date of its expiry, the driving licence shall be renewed with effect from the date of its renewal:</u>
>
> Provided further that where the application is for the renewal of a licence to drive a transport vehicle or where in any other case the applicant has attained the age of forty years, the same shall be accompanied by a medical certificate in the same form and in the same manner as is referred to in sub-section (3) of section 8, and the provisions of sub-section (4) of section 8 shall, so far as may be, apply in relation to every such case as they apply in relation to a learner's licence.

(29a) Thus, an expired licence does not automatically extend to the date of expiry if the renewal is made after 30 days as stated in the provison and with and expire licence constitutes a fundamental breach of policy. Hence, if a licence is renewed after 30 days, the period between the expiry and the renewal would be treated as legal break in validity, but at the same time the pay and recovery doctrine can be invoked.

(30) Hence as dicussed above, Opponent nos.1, 2 & 3, being driver, owner and insurer respectively of the offending vehicle, are held jointly and severally liable to pay the compensation awarded to the claimants together with proportionate costs and interest @ 9% per annum from the date of claim petition till realization with proportionate costs to the claimants, and hence, I answer Issue no.2 in the **'affirmative'** accordingly and as the claimants succeeds partly in the matter, they are entitled to get following reliefs and award, and therefore, in the result, in reply to Issue no.3, this Tribunal pass the final order as follows...

O R D E R

1. The claim petition stands **Partly Allowed.**

2. The Opponent Nos.1, 2 and 3 are jointly & severally ordered to pay a sum of **Rs.8,56,284 /-(<u>Rupees Eight Lac Fifty-Six Thousand Two Hundred and Eighty-Four Only</u>)** as compensation to the claimants, together with proportionate costs and interest @ 9% p.a. from the date of claim petition till its realization.

   However, it is further held that, The opponent no. 3 Insurance Company 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.

3. 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.

4. 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:

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**

5. After depositing the amount of court fees in the account of Additional District Judge, Bharuch, the opponents shall inform with full details, such as, MACP Number, Date of Award, Transfer of Court Fee Amount and Date of Transfer to this tribunal on e-mail I.D. mactbha@gmail.com.

6. The claimants are hereby directed to furnish the details of their bank account maintained with Nationalized Bank along with first page of the Passbook showing Account Number, Name of the Account Holder, IFSC Code, and other required details duly supported by an affidavit within reasonable time before this Tribunal, if not submitted. It is further directed to the claimants to submit the certificate of the banker certifying that the account is of the concerned

claimant/s. Upon receipt of the aforesaid bank details, as per the decision of the Hon'ble Apex Court in the case of Paraminder Singh V. Honey Goyal & Ors. in Civil Appeal arising out of SLP © No.4484 of 2020, the concerned opponents are directed to transfer the awarded amount into bank account of the claimants as per their share within 30 days. Before transferring the amount into the bank account of the claimants, the concealed opponents shall inform the concerned bank of the claimants well in the advance regarding the transfer of the awarded amount, so that the concerned bank is able to give effect to the direction of this tribunal regarding depositing of respective amount in fixed deposit.

7. The opponents are also directed to intimate this tribunal on e-mail I.D. mactbha@gmail.com with respect to transfer of **30%** amount from the awarded amount in the bank account of the concerned claimants along with proof of such transfer, such as, MACP Number, Name of the Claimants, Amount Transfer, Date of Transfer, Name of Claimant's Bank with Account Number, within 7 days from the date of transfer.

8. Out of the amount coming to the share of the claimants, **70%** amount shall be invested in FDR by the concerned bank in the name of claimants for a period of 5 years. The bank of the claimant/s are 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. Nazir of the District Court as well as MACP Branch, District Court to ensure the compliance of this award.

9. The cost of the proceedings incurred by the claimants as well as the opponents shall be born by the opponents.

10. MACT Branch is directed to forward the copy of this judgment through E-mail to the insurance company as well as concerned bank of the claimants.

11. Award be drawn accordingly.

Signed & Pronounced in the open Tribunal today on 06th July 2026.

Date: 06/07/2026 Place: Bharuch (KKC)	Ejaz Mohsinali Shaikh 2nd Additional District & Sessions Judge/MAC Tribunal**(Auxi)** Bharuch(GJ00627)