GJBK010050202025

Received On: 30-12-2025
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Decided On: 07-08-2026
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सत्यमेव जयते

IN THE MOTOR ACCIDENT CLAIMS TRIBUNAL (AUX.) & 3RD ADDITIONAL DISTRICT COURT, PALANPUR, DISTRICT - BANASKANTHA

Exh.____________

MACP No.431/2025

Parmar Vinodlal Maghabhai,
Age: 51 years, Occu: Masonry work,
R/o Vankarvas, Parkhadi,
Tal. Vadgam, Dist. Banaskantha. **…Petitioner**

Versus

1. Rajeshkumar Pitambarbhai Sharma,
   R/o Parmarvas, Parkhadi, Chhaniyana,
   Tal. Vadgam, Dist. Banaskantha.
   (Owner of Rickshaw No.GJ-08-AX-3766)

2. Bajaj Allianz General Insurance Co. Ltd.
   First Floor, Rajendra Estate, Above Kotak
   Bank, Opp. Gayatri Mandir, Mehsana.
   (Insurer of Rickshaw No.GJ-08-AX-3766) **… Opponents**

<u>Claim for Rs.7,00,000/- u/s.166 of M.V.Act.</u>

[A. J. Kanani]
Chairman,
MACT (AUX.) Palanpur

Appearance:

Mr. J. R. Barad,	Ld. Advocate for Claimant.
Opponent No.1	Ex-parte.
Mr.A.M.Memon,	Ld. Advocate for Opponent No.2.

JUDGMENT

[1] Succinctly stated, the facts leading to filing of the present claim petition under section 166 of the Motor Vehicles Act initially for grant of compensation of Rs.7,00,000/- on account of injuries sustained by the petitioner in vehicular accident occurred on 06.09.2025 are that the petitioner and Pankajkumar both were travelling in Rickshaw No.GJ-08-AX-3766 and they were going to Palanpur from Parkhadi. It is also case of the petitioner that when the said rickshaw was passing near village Merwada Bus stand, at that time one truck was taking turn and at that time due to fear the driver of the said rickshaw had lost control over the rickshaw and hence, the rickshaw overturned and in the said accident the petitioner has suffered serious injuries including fracture and has also suffered disability.

[2] It has been averred that the petitioner suffered serious injures. It has also been averred in the petition that the petitioner was admitted in the Hospital wherein he remained admitted as an indoor patient and he was surgically treated and operated for the injuries.

[3] The petitioner has also averred in the claim petition that the petitioner was hale and hearty prior to accident but after the said accident, owing to the serious fracture of right hip and leg and other injuries, he has sustained the permanent disability. It has also been averred that at the time of accident, the petitioner was aged about 51 years, was doing masonry work and earning Rs.30,000/- per month. It has also been averred by the petitioner that due to the accident, he sustained serious injuries so now he cannot perform his day to day activities. It has also been averred that he had to spend huge amount on medical treatment, medicines, special diets, attendants etc.

[4] The Notices of the petition were duly served upon the opponents. The opponent No.1 though duly served has not remained present either in person or through his advocate and hence the matter is proceeded ex-parte against the opponent No.1.

[5] The opponent No.2 is the insurance company of Rickshaw No.GJ-08-AX-3766 and has appeared on the record of the proceedings and contested the petition by filing the detailed written statement which is on the record of the proceedings at Ex-13. The respondent insurance company has taken up all available defences and, generally speaking, denied any liability to pay any amount much less the amount of compensation claimed. It is also stated that the driver of the Rickshaw No.GJ-08-AX-3766 was not holding valid driving licence. It is

specifically stated that the alleged accident was took place on 6.9.2025 whereas the complaint was lodged on 17.9.2025 and complaint was not given immediately after the alleged accident and there was delay of 11 days in lodging the complaint to the police which creates doubt on involvement of the insured vehicle in the accident and the applicant in collusion with the opponent No.1 have given false complaint to the policy in order to get wrongful gains from the opponent. It is also denied that the accident occurred due to negligence of the driver of the vehicle No.GJ-08-AX-3766. The respondent has, generally speaking, sought for a dismissal and rejection of the present application.

[6] From the Pleadings of the parties following Issues were framed at Exh.11:

(1) Whether the applicant proves that he sustained injuries due to rash and negligent driving on part of driver of the vehicle involved in this accident?

(2) Whether the applicant is entitled to get compensation? If yes, from whom and what amount?

(3) What order and award?

[7] The findings of this Tribunal on the aforesaid Issues are as under:

(i) In the affirmative. Driver of Rickshaw No.GJ-08-AX-3766 was liable for the accident.

(ii) As per final Order.

(iii) As per Order and Award.

[8] The petitioner has relied both on oral and documentary evidence in an effort to establish his entitlement to the claim. It would be necessary, at the outset, and before ascribing my reasons for arriving at the findings above, to refer to the documentary evidence which are in the shape of :-

Sr. No.	Description	Exh.
1	Copy of complaint	18
2	Panchnama of scene of accident	19
3	Panchnama of the vehicle	20
4	Injury Certificate	21
5	Treatment certificate of Dev Orthopedic Hospital	22
6	R.C.Book of Rickshaw No.GJ-08-AX-3766	23
7	Insurance policy of Rickshaw No.GJ-08-AX-3766	24
8	Disability certificate	25
9	Medical Bills	26

[9] The oral evidence on the record of the proceedings are as under:

Sr. No.	Description	Exh.
1	PW1, Parmar Vinodlal Maghabhai, Petitioner	52

[10] This set of evidence is required to be considered to decide the fate of the present petition.

REASONS

[11] I have heard learned counsels for the contesting parties and perused the record. I have also gone through the written arguments of L.A. for the applicant and L.A. for the opponent No.2 respectively produced on record. The issue-wise findings of the Tribunal are as under:

Issue No.1 and 2:

[12] Since the evidence, both documentary and oral, is germane and common to both issues, both are dealt with together for the sake of convenience.

[13] The petitioner has pleaded negligence on the part of driver of the rickshaw No.GJ-08-AX-3766. He has deposed before this Tribunal same as his pleadings. On the other hand, learned counsel for the opponent insurance company has contended that in this case though the accident taken place on 6.9.2025, but the complaint in respect of the said accident was given on 17.9.2025 means after 11 days of the accident the said complaint was filed. Therefore, there is doubtful about the happening of the accident because the applicant with collusion of opponent No.1 the false and fabricated complaint was filed in the Police station and therefore, the petition is required to be dismissed against the opponent No.2 because no cogent evidence was produced on record regarding happening of the accident. At

the same time, it is also contended that the driver of the rickshaw No.GJ-08-AX-3766 was not holding valid driving licence and the no such licence is produced on record. Therefore there is breach of policy condition. Hence, the opponent No.2 is not liable to pay any amount of compensation to the petitioner.

[14] Perusal of record transpires that driver and owner of the rickshaw No.GJ-08-AX-3766 have not stepped into the witness box to deny the allegations of negligence made against them. At the same time the opponents have also not examined the Investigating officer of the criminal case to prove that the alleged accident is not occurred and the false complaint was filed by the complainant.

[15] Now looking to the complaint of the accident at Ex.18 which is filed by the present petitioner in which he has clearly mentioned that on the date of accident he and one Pankajbhai Pitambarbhai Srimali both were travelling in the rickshaw No.GJ-08-AX-3766 and the said rickshaw was being driven by Dhirajbhai at a very high and excessive speed and when the said rickshaw was passing near Merwada Bus stand at that time, one truck was taking turn near cut and looking to the said truck the driver of the rickshaw had lost control due to fear and hence, the rickshaw turned turtle and in the said accident the applicant and said Pankajbhai both had suffered serious injuries. He has also stated in the complaint that as the rickshaw was belonged to his village and the petitioner was acquainted with the owner of the

rickshaw, so there was talk about the compromise between them and therefore, the complaint was not filed at that time, but the compromise was not taken place and therefore, the complaint was filed on 17.09.2025. Thus, it is clearly mentioned in the complaint about filing of late complaint. Panchnama of place of accident shows that at the time of accident the offending rickshaw was not lying there. But on perusal of the recovery Panchnama of the rickshaw No.GJ-08-AX-3766 at Ex.20 in which it is clearly mentioned that the right side side glass of the rickshaw was damaged and left side scratch marks were found. At the same time, as mentioned above the opponent No.2 has not examined on record the Investigating officer of the criminal case to show that no such accident taken place and the false and fabricated complaint was filed by the petitioner to get compensation from the insurance company. It appears that the charge sheet is also filed against the driver of the rickshaw No.GJ-08-AX-3766 and the said charge sheet is not challenged by the insurance company. Moreover, in **National Insurance Company Ltd. Vs. Anita Devi Parimal Devra, First Appeal No.3076/21** it is held that the insurance company has not challenged the charge sheet and never challenged the correctness of FIR and charge sheet. Therefore in this case it can be said that the accident taken place due to the sole negligence on part of driver of the rickshaw No.GJ-08-AX-3766.

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[16] Furthermore, the disability certificate issued by Dr. A.A.Patel also establishes that the injuries sustained by the applicant were of a permanently disabling nature. The disability certificate quantifies permanent physical disability of the applicant at 25% of affected limbs. However, by making endorsement below the disability certificate the parties have agreed that for the purpose of computing, the permanent partial disability of the petitioner body as a whole be considered as 9%. It is in the background of such facts and circumstances that I am required to answer the issue No.1 in the affirmative, which I hereby do so.

[17] As a natural consequence, and since having found issue No.1 in favour of the petitioner and in the affirmative, it necessarily follows that the petitioner is entitled to the compensation as claimed. The only question that now remains is computing and assessing the quantum of compensation which is required to be awarded herein. Each of the learned advocates for the contesting parties have made submissions in this regard, which I propose to deal with as hereinafter follows, and after considering the rival submissions, I propose to make a specific award under each head as hereinafter follows:

[18] In the claim petition, the petitioner stated that he was 51 years old at the time of accident. In Aadhar Card, birth date of the claimant is shown as 11-08-1974. The accident occurred on 06.9.2025. Therefore, on the date of accident age of the claimant

was about 51 years. In light of the ratio laid down by the Hon'ble Apex Court in National Insurance Company Ltd. v. Pranay Sethi**,** reported as 2017 ACJ 2700, multiplier of 11 as provided for the age between 51-55 years, be applied in the present case for calculation of future loss of income.

[19] The claimant has pleaded his income as Rs.30,000/- per month by doing masonry work. In order to prove his income and occupation, the petitioner has not produced any document on record. However, considering the year of accident and age of the claimant, I find it just and appropriate to consider income of the claimant at Rs.15,000/- per month, i.e. Rs.1,80,000/- per annum, as pleaded.

[20] As per the records, the petitioner sustained fracture of right humerus bone and for which he was operated. He had remained hospitalized from 06-9-2025 to 09-9-2025. Disability certificate have been produced on record. The disability certificate issued by Dr. A.A.Patel shows that the petitioner is having 25% permanent partial disability of affected limb. In order to prove the disability, the petitioner has not examined the Doctor. However, by endorsement below the said certificate the L.A. for the opponent No.2 has agreed to consider the disability of the petitioner as 9% in relation to body as a whole.

[21] Keeping in view the nature of the work of the petitioner, it is quite natural that the permanent disability of the petitioner would have affected his earning capacity. The

petitioner would naturally have been prevented or restricted from discharging his previous activities and functions. A perusal of the medical records shows that the petitioner has suffered serious fractures, as a result of which he has sustained permanent disability of the body as a whole. Thus, in my considered view the permanent disability of 9% of body as a whole of the petitioner would affect his future income at least by 9%, therefore, the petitioner is entitled of future loss of income at the rate of 9% of the income.

[22] The learned counsel for the petitioner submitted that the petitioner is entitled to get compensation of Rs.7,00,000 be awarded under all available heads. In the facts and circumstance of this case, the Tribunal is of the considered view that at the time of accident, the petitioner was aged about 51 years and earning Rs.15,000/- per month, and after the accident his earning capacity has reduced by 9% owing to the permanent disability. The multiplier of 11 is applicable. Therefore, in my considered view, it would be fair, reasonable and equitable to award a sum of Rs.1,78,200/- (i.e. Rs.16,200 x 11) as compensation under the head of future loss of income.

[23] In affidavit of examination in chief the petitioner submitted that owing to the said accident he had to remain bed ridden for quite a long period and at that period he, on account of the continued treatment, could not get to work and hence, actual loss of income for 3 month may be granted. A perusal of the

medical records shows that the petitioner has suffered fracture of right humerus bone with other injuries and was admitted in Hospital for a period of 4 days. Keeping in view the nature of the work and the injuries sustained by the petitioner, and that he was operated surgically, this Tribunal is of the considered view that the petitioner suffered the actual loss of 2 months income, therefore, it would be just and proper to award a sum of Rs.30,000/- (i.e. Rs.15,000 x 2 = Rs.30,000/-) under the head of actual loss of income.

[24] The claimant has claimed Rs.1,60,000/- towards attendance allowance, transportation and special diet. There is obviously no evidence to support such claim. No supporting witnesses have also been examined to support the claim of there being attendants who have continuously attended to the applicant and as a result have been deprived of their earnings on account of such attendance. There is also no medical or expert opinion which suggested any special diet for the treatment of the injuries sustained by the present applicant. In my opinion, no doubt, some amounts might have been spent by the applicant towards the transportation for the follow-up treatment, the same naturally is not supported by any documentary evidence. However, looking to the nature of injuries and extent of disability, I propose to award an amount of Rs.30,000/- as a global lumpsum amount covering all such heads.

[25] The claimant has also claimed compensation under the head of medical expenses and the claimant has produced medical bills on record at Ex.26 which are worth Rs.67,602/- and the same is reimbursed in round figure of Rs.68,000/-.

[26] At the same time, L.A. for the claimant has claimed Rs.1,00,000/- under the head of pain, shock and suffering. It transpires from the medical record that the petitioner remained hospitalized for quite a long time and undergone operation. Therefore, considering the nature of injuries and extent of disability, I find it just and appropriate to award an amount of Rs.25,000/- under the head of pain, shock and suffering.

[27] Under the circumstances, the petitioner is entitled to the following amount of compensation:

Amount (Rs.)	Head
1,78,200	Loss of Future Income (Rs.15000 x 12 x 9% x 11)
30,000	Loss of Current Income (Rs.15000 x 2 months)
25,000	Pain, Shock & Suffering
30,000	Special Diet, transportation and Attendance
68,000 ------------	Medical Expenses
3,31,200	***Total Amount***

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[28] The petitioner has claimed an amount of Rs.7,00,000 only. However, in view of the above, the claimant is entitled to get compensation of Rs.3,31,200/- only.

Liability:

[29] So far as liability to pay compensation to the applicant is concerned, as discussed above impugned accident had occurred due to the negligence of the driver of the offending vehicle Rickshaw bearing No.GJ-08-AX-3766 which was in the ownership of Opponent No.1, which is evident from Certificate of Registration produced vide Ex.23 and therefore Opponent No.1 cannot escape from the liability of paying compensation to the applicant. At the same time, though the Ld. Advocate for the Opponent No.2, insurance company of Rickshaw has raised a dispute that the driver of the Rickshaw was not holding a valid and effective driving license to drive the vehicle and therefore there is breach of condition of policy and so opponent no.2 insurance company does not stands liable to pay compensation to the applicant. But it appears from the police papers which are produced on record in which driving licence of the rickshaw driver is produced on record and which shows that the driver of the Rickshaw was holding valid and effective driving licence to driver LMV from 06.02.2004 to 28.02.2034. Therefore, it cannot be said that the driver of the rickshaw was not holding valid driving licence. It further

appears from the insurance policy of the rickshaw at Ex.29 which shows that the Rickshaw bearing No.GJ-08-AX-3766 was insured with the opponent No.2 and validity of the insurance policy is from 30.12.2024 to 29.12.2025 whereas the impugned accident took place on 06/09/2025 which means said insurance policy was in force and was active on the day of accident. Thus, the Opponents No.1 and 2 are held liable to pay compensation to the applicant jointly & severally.

Rate of Interest

[30] Learned counsel for the petitioners submitted that the 24% interest may please be awarded on the awarded amount. On the other hand learned counsel for the respondent submitted that 6% interest be granted on the awarded amount of compensation.

[31] I have gone through the records. The Hon'ble Supreme Court of India in Abati Bezbaruah v. Dy. Director General, Geological Survey of India, reported in [(2003) 3 SCC 148], after considering the catena of judgments held that "The rate of interest must be just and reasonable depending upon the facts and circumstances of each case and taking all relevant factors including inflation, change of economy, policy being adopted by Reserve Bank of India from time to time, how long the case is pending, permanent injuries suffered by the victim, enormity of suffering loss of future income, loss of enjoyment of life etc., into consideration."

[32] In this case, the accident took place in the year 2025. In the year 2025, the rate of interest was at higher side. Thus, having regards to the facts and circumstances of the case, in the light of the judgment of Abati Bezbaruah (*supra*), it would be just and proper to award the simple interest at the rate of 9% p.a. Accordingly, the petitioners shall be entitled to get simple interest at the rate of 9% p.a. on the awarded amount of compensation from the date of filing of claim petitions till payment of awarded amount.

Tax to be Deducted at Source:

[33] In Hansaguri Prafulchandra Ladhani v. Oriental Insurance Company Limited, reported as 2007 ACJ 1897, the Division Bench of Hon'ble Gujarat High Court has laid down the guidelines regarding the Tax Deducted at Source. In this judgment, the Hon'ble High Court directed that if amount of interest calculated on the awarded amount does not exceeds Rs. 50,000 per year per petitioner, then no TDS shall be deducted by the Insurance Company/ Respondents at the time of depositing the awarded amount along with interest in the Tribunal, therefore, in view of this Judgment, the Respondents/ Insurance company is hereby directed not to deduct the TDS if the amount of interest does not exceeds Rs.50,000/- per year per petitioner.

[34] In the event, and in light of my findings above, following final order is passed:

FINAL ORDER

(i) The petition is partly allowed.

(ii) The respondents No.1 and 2 do jointly and severally pay an amount of Rs.3,31,200/- (Rupees Three Lacs Thirty one Thousand Two Hundred Only), less the compensation paid u/s 140 of the MV Act, if any, within 30 days with interest at the rate of 9% per annum from the date of petition till the date of payment to the petitioner.

(iii) The respondents No.1 and 2 do pay costs of the claimant and all the respondents do bear that of their own.

(iv) It is further directed that compensation amount shall be deposited directly into the bank account maintained by this Tribunal by RTGS or NEFT mode within 30 days in compliance with the directions given by Hon'ble Supreme Court in Bajaj Alliance General Insurance Co. v. Union of India, Writ Petition (s) (Civil) No. 534 of 2020 as well as directions given by Hon'ble High Court of Madras in Civil Misc. Appeal No.428 of 2016 decided on 11th March, 2016 titled as Divisional Manager, The Oriental Insurance Co. Ltd. v. Rajesh & Ors.

(v) The aforesaid opponent/s is/are directed to deposit the amount of compensation through RTGS / NEFT in Bank account details of **Motor Accident Claims Tribunal, Banaskantha at Palanpur**, as under:

Name of Bank :**STATE BANK OF INDIA**
Name of Account : **MACT, DISTRICT COURT, PALANPUR**
Bank Branch Name : **OPP. OLD GANZ BAZAR, MAIN BRANCH, PALANPUR**
Bank Account No.: **40902081331**
Bank IFSC Code No.: **SBIN0000443**
Email address: **mact-palanpur@ gujarat.gov.in**

(vi) On such realization of the above said amount, after deducting deficit Court fees if any, **30%** amount shall be paid in cash by RTGS or NEFT mode to the petitioner, while remaining **70%** amount be deposited in his name in Fixed Deposit Receipt for a period of 5 years in any nationalized bank with liberty to withdraw interest periodically by the applicant. The bank shall not allow any loan or advances against the

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above said Fixed Deposit Receipt without previous permission of this Tribunal.

(vii) Award be drawn accordingly.

Pronounced in the open Court today this **7th day of August, 2026.**

Date :- 07-08-2026
Place:- Palanpur.

[Amitkumar J. Kanani]
Chairman,
MACT (Aux.),
Palanpur, At- Banaskantha
(Unique I.D. Code No.GJ00662)

SNJ

[A. J. Kanani]
Chairman,
MACT (AUX.) Palanpur