
LEARNED ADVOCATES FOR THE PARTIES

Mr. B. V. Kalal : Ld. Adv. For Claimants
Opponent No.1 : Served & Absent
Mr. S. P. Mehta : Ld. Adv. For Opponent No.2
(Cholamandalam MS General Insurance Co. Ltd.)

-: J U D G M E N T :-

(1) Claimant Vanitaben Mansukhbhai Rathod has filed this claim petition u/Sec.166 of the Motor Vehicles Act (hereinafter referred to as 'the M. V. Act' in short) seeking compensation of Rs.8,00,000/- for the death of deceased Rahulbhai Mansukhbhai Rathod in a vehicular accident, which took place on 11.09.2013.

(2) The short facts of these claim petition are that on 11.09.2013, deceased Rahulbhai and others set out on foot to go for Darshan of Amba Mata from the house of late Rahul. Food items and other goods were taken in Tractor No.GJ-20 B-5841. To fulfill religious worship, they were going by walking on foot on left side of the road. While passing the place of incident i.e. village Hindoliya within the limits of Sukhsar police station, they were thinking that the tractor following them belongs to them and will be stopped aside but the driver of the said tractor could not control it and resultantly, it hit them and then, turned turtle, as a result, Rahul, Nilesh and others walking below were crushed under the said vehicle leading to the death of the deceased Rahul and Nilesh while others sustained injuries. For this accident, complaint was lodged with Sukhsar police station.

(3) It is the case of claimants that deceased Rahulbhai died because of the accidental injuries. He suffered severe pain, shock and agony due to accidental injuries. The claimants spent much expenses on transportation, funeral rites of the deceased etc. Deceased Rahulbhai was 14 years of age and earning Rs.7,000/- per month by selling of milk. The claimants have lost the future income of the deceased. Therefore, by filing the claim petition, they have claimed compensation of Rs.8,00,000/- under different heads from the opponents being the driver-owner and insurer of vehicle No.GJ-20 B-5841 for the death of deceased in the accident.

(4) Looking to the record, notice has been served upon the opponents. The opponent No.1 though served with notice neither appeared before the Tribunal nor filed written statement against the claim petition. Opponent No.2 Cholamandalam MS General Insurance Company Limited filed its appearance through learned Advocate Mr. S. P. Mehta and filed written statement vide Exh.10 whereby the Insurance Company has denied all the averments made in claim petition including age, occupation and income of the deceased, injuries & resultant death of the deceased person, negligence of the driver of alleged vehicle and involvement of vehicle Tractor No.GJ-20 B-5841 in the accident. The nature of accident as narrated in the claim petition is also denied. It is contended that the deceased and other persons were traveling in Tractor at the time of accident and more than 05 persons were traveling in vehicle tractor having seating capacity of only 01 i.e. driver. So, there was breach of terms and

conditions of policy. The grounds to recover compensation from the Insurance Company are also denied. The claim amount is alleged to be highly exaggerated. It is contended that the driver of involved vehicle was not holding valid and effective driving license on the date of accident and there was breach of various terms and conditions of policy. It is accordingly urged to dismissed both claim petition with costs against the opponent No.2 Insurance Company.

(5) The Opponent No.2 Insurance Company preferred an application vide Exh.15 to permit the Insurance company to contest the claim petition on all grounds available under Sec.170 of the M. V. Act in absence of driver and owner of the offending vehicle; and the same permission came to be granted vide order dated 19.03.2025 passed by the learned M. A. C. Tribunal (Aux), Dahod.

(6) Looking to the record, an application is filed by the claimants vide Exh.4 under Section 140 of the M. V. Act to recover interim compensation. As the claim petition is being decided by this judgment, the said application does not require to be decided separately and is disposed of accordingly.

(7) During the proceedings of these claim petition, both parties have been given sufficient opportunity to produce their ocular and documentary evidence to prove their case. On behalf of claimants, following oral and documentary evidence has been produced on record in this claim petition.

ORAL EVIDENCE

Sr. No.	Name of Witness	Exhibit
1)	Affidavit of Evidence of claimant Vanitaben Mansukhbhai Rathod	13

DOCUMENTARY EVIDENCE

Sr. No.	Description of Document	Exh./ Mark
1	Photo copy of Driving License of opponent No.1	16
2	Photo copy of F. I. R.	17
3	Photo copy of Panchnama of the Spot	18
4	Photo copy of Inquest Panchnama of deceased Rahulbhai	19
5	Photo copy of Postmortem Note of deceased Rahulbhai	20
6	Photo copy of R. C. Book of Vehicle	21
7	Caste Certificate of the claimant	22
8	Photo copy of Insurance Policy of Vehicle	14/7

(8) The claimant is cross-examined by the learned Advocate for the opponent No.2 Insurance Company. The opponent No.1 has remained absent during the course of recording of claimants' evidence. Following the production of the aforesaid evidence, the claimants rested their case by filing pursis at Exh.23. The opponent No.2 Insurance Company has examined witness Bansari Kuntalbhai Bhavsar, Legal Officer of Insurance Company vide Exh.24 and placed on record certified copy of Insurance Policy vide Exh.25. The learned Advocate for the

claimants has cross-examined this witness, however, the opponent No.2 Insurance Company has closed its evidence by filing pursis vide Exh.26.

(9) Perused Written Arguments submitted by learned Advocate Mr. B. V. Kalal on behalf of the claimants vide Exh.27 and written arguments submitted by learned Advocate Mr. S. P. Mehta on behalf of the opponent Insurance Company vide Exh.28.

(10) In light of the pleadings of the claimants and the contentions raised in the defence, the the M. A. C. Tribunal (Aux), Dahod has settled the following issues at Exh.10.

1. Whether the claimants prove that the deceased due because of rash and negligent driving of the driver of the vehicle involved in the accident ?
2. Whether the claimants prove that they are entitled to get the compensation claimed by them or any part thereof from the opponents ?
3. What order and award ?

(11) My finding on the above issues are as under for the following reasons.

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

(12) During the course of arguments, learned Advocate Mr. B. V. Kalal for the claimants has submitted by filing Written Arguments that this accident occurred due to rash and negligent driving of the opponent No.1 when the deceased persons and others by loading goods and food items in vehicle Tractor No.GJ-20 B-5841 were going for Darshan by walking on foot. Accidental injuries and death of deceased Rahul are proved. Deceased Rahul was aged 14 and getting monthly income of Rs.7,000/- by doing agriculture work and selling of milk. His income would have certainly increased in future, if he had not died in this accident. The claimants are entitled to the compensation as prayed for under various grounds. He was a pedestrian and third party. Therefore, the Insurance Company and other opponents are liable to pay compensation to the claimants as prayed for. He has relied upon the judgments of the Hon'ble High Court of Gujarat in the case of National Insurance Co. Ltd. Vs. Dudhiben Madhubhai Rathod in R/First Appeal No.4542 of 2019.

(13) Per contra, learned Advocate Mr. S. P. Mehta on behalf of the opponent No.2 Insurance Company has submitted in his arguments that the deceased herein was traveling by sitting on tractor at the time of accident. So, he was unauthorized passenger on tractor and his risk was not covered under the policy of tractor. There was breach of policy conditions. So, the Insurance Company is not liable to pay compensation to the claimants. He has referred to the oral evidence of witness Bansari Kuntalbai Bhavsar and the Insurance Policy placed on

record and urged to exonerate the Insurance Company from the liability. He has relied upon the judgment of the Hon'ble High Court of Gujarat in the case of **New India Assurance Co. Ltd. Vs. Jayshriben W/o. Kulinchandra Chandravandan Alias Mantubhai & Others** in R/First Appeal No.878 of 2002 and the case of **New India Assurance Co. Ltd. Vs. Kantibhai Shababhai Parmar & Others** in R/First Appeal No.2929 of 2009.

-: **REASONS** :-

(14) In order to succeed in the claim petition, the claimants have to prove that the accident happened because of rash and negligent driving on the part of the driver of offending vehicle involved in the accident. Further, as per the settled position of law by the Honourable Supreme Court in the case of **Bimla Devi V/s. H. R. T. C.** reported in **AIR 2009 SC 2819** and **Parmeshwari Devi V/s. Amir Chand** reported in **2011 (11) SCC 635**, while deciding the point of negligence, the Tribunal has to borne in mind that issue of negligence in claim petition under Section 166 of the M. V. Act is to be decided on the touch stone of preponderance of probability and not beyond the reasonable doubts.

ISSUE NO.1 : Negligence :-

(15) To prove the issue of negligence, claimant No.1 Vanitaben Mansukhbhai Rathod has filed her affidavit of evidence in the form of chief-examination vide **Exh.14** and stated on oath that on 11.09.2013, her deceased son Rahul and others departed on foot for Ambaji after loading groceries for meal preparation and various items of clothing. The opponent No.1, who was the

driver of the said tractor, had driven the tractor in rash and negligent manner and rammed into the pedestrians from the rear while they were walking along the side of the road, causing a grievous accident wherein her son Rahul and Nilesh died while others sustained injuries.

(16) In the course of cross-examination conducted by the learned Advocate for the Insurance Company, she has admitted that she relies on the affidavit and documents produced on record. She further admits that she has not seen the incident. It is stated that deceased Rahul and deceased Nilesh were going in tractor loaded with goods. He admits that tractor is generally used in agriculture work. Complainant Vinubhai Narsingbhai is her elder brother and he lodged complaint before police. It is stated that a Trolley was attached with the tractor and deceased Rahul & Nilesh sitting over the tractor, were crushed beneath the tractor and died on the spot.

(17) The claimants have further produced documentary evidence in support of their claim petition. Looking to the F. I. R. (Exh.17), it was lodged by Vinubhai Narsingbhai Bhuriya, uncle of deceased Nilesh on 11.09.2013. The oral evidence of the claimant supported by the the complaint & Panchnama of the spot would go to show that complainant Vinubhai, Rahul Mansukhbhai Rathod (deceased), Nilesh Parsottambhai Bhuriya and other persons proceeded from their village to go to Ambaji by sitting in vehicle Tractor No.GJ-20 5841 of Mansukhbhai Ramabhai Rathod and the said tractor was driven by

Mansukhbhai himself. Further, it transpires from the above evidence that, Rahul and Nilesh had sat on both sides of tractor beside the driver with Himatbhai and Ravjibhai while others were traveling in trolley of tractor and at 11.00 a.m., when they reached near the field of Somabhai Dhulabhai Raval within the sim of village Hindoliya, as Mansukhbhai had driven the tractor in speed, steering did not remain under control and it resulted the turning of tractor and trolley on left side of the road whereby Rahul, Nilesh, Himatbhai and Ravjibhai crushed beneath the tractor and afterwards, the tractor was toed through a JCB requisitioned from village Aafwa, at that time, they found Rahul and Nilesh having died because of serious injuries and heavy bleeding. Accidental injuries and resultant death of deceased Rahul are further substantiated by the Inquest Panchnama and Postmortem Note produced on record.

(18) Upon appreciation of the oral and documentary evidence produced on record, it is clear that the complaint was lodged on the same day of incident narrating the details of the accident. As regards the death of deceased Rahul, it clearly reveals that the death of the deceased is resulted due to the accidental injuries.

(19) So far as the nature of accident is concerned, the evidence clearly shows and suggests that the involved tractor No.GJ-20 B-5841 was driven by the opponent No.1 in rash and negligent manner and therefore, this accident had happened. Nothing contrary to the above conclusion reveals from the cross-examination of the claimants. Looking to the defence raised on

behalf of the Insurance Company, it does not touch the negligence on the part of the tractor driver.

(20) In view of the above discussion and appreciation of evidence, the claimants have successfully established that due to rash and negligent driving of the opponent No.1 being the driver of involved tractor No.GJ-20 B-5841, this accident occurred wherein Rahul Mansukhbhai Rathod sustained serious injuries and died. Hence, answer to the Issue No.1 in both claim petition is given in the affirmative accordingly.

ISSUE NO.2 : Quantum of Compensation

(21) To decide the just compensation in accident claim case, important factor is the income of deceased and it is incumbent upon the claimants to prove the actual income of deceased. The claimants are required to lead cogent evidence and reliable material to establish the actual income of deceased.

(22) It is the case of the claimants that deceased Rahul was aged 14 years. In affidavit of evidence, claimant Vanitaben has stated that, Rahul was aged 16 years. The Inquest Panchnama produced on record vide Exh.19 shows his approximate age to be 15 years. No other evidence is on record to show the exact age of deceased Rahul. Even-otherwise, the minor age of the deceased herein is not disputed by the opponent Insurance Company. Therefore, deceased Rahul can be considered to be aged 15 years i.e. a minor on the day of accident.

(23) To decide just and proper amount of compensation in case of minor, this Tribunal has taken into consideration the recent judgment of the Honourable Supreme Court in the case of **Devendra Kumar Tripathi & Others Vs. the Oriental Insurance Company Limited & Others** in Civil Appeal No..... of 2025 (@ Special Leave Petition (C) No.2195 of 2014). It was a case of death of 14 year old boy and while deciding the appeal, the Honourable Supreme Court has held in Para-(7) of the Judgment as under :

“7. Be that as it may, we are of the opinion that the monthly notional income can be adopted as per the Minimum Wages Act, 1948, which both learned Counsel agree, for a Class B city is at Rs.5400/- per month. A 40% increase has to be adopted for future prospects and the multiplier is 15 as held in Reshma Kumari (Supra) and 2013 SCC OnLine SC 284 and one-half deduction for personal expenses. The provision of Rs.50,000/- as medical expenses is retained. The claimants are further entitled to loss of estate and funeral expenses at the rate of Rs.15,000/- each and loss of filial consortium at the rate of Rs.40,000/- each.”

(24) Here in this case on hand, the age of deceased Rahul was 15 years on the day of accident. So, while deciding the income of a minor aged 15 years in a fatal case, as held by the Honourable Supreme Court in the above referred case, minimum wages can be taken into consideration. So, having considered the occupation of the parents of the deceased together with the minimum wages for a Class-'C' village/city on the day of

accident, for the purpose of calculating the amount of compensation on dependency loss, monthly income of the deceased Rahul can be considered at Rs.4,000/-. Further, as held by the Honourable Supreme Court in the above referred case, 40% increase has to be adopted for future prospects and the multiplier of 15 is to be applied and one-half deduction to be made for personal expenses. Thus, the amount of dependency loss comes to **Rs.5,04,000/-** (Rs.4,000 + 40% increase X 12 X 15 / 2). As per the above referred judgment of the Honourable Supreme Court, the claimant is further entitled to loss of estate and funeral expenses at the rate of Rs.15,000/- each and loss of filial consortium at the rate of Rs.40,000/-.

(25) As per above discussion, the total amount of compensation comes under various heads as follows :

Description	Amount
Loss of dependency	Rs. 5,04,000/-
Loss of Estate	Rs. 15,000/-
Towards Funeral Expenses	Rs. 15,000/-
Filial Consortium to the claimant	Rs. 40,000/-
Total Compensation	Rs. 5,74,000/-

Liability :-

(26) Having minutely and cautiously analyzed and appreciated the evidences available on record, it becomes clear that deceased Rahul and deceased Nilesh died of the accidental

injuries, which occurred due to the rash and negligent driving on the part of the opponent No.1 being the driver of Tractor No.GJ-20 B-5841. The claimants have placed on record Driving License of the opponent No.1 vide Exh.16. According to this document, opponent No.1 possessed a valid driving license for Motorcycle, LMV (NT) and Tractor, consequently, he was legally permitted to operate the vehicle involved in the accident. A copy of the Registration Certificate for vehicle No.GJ-20 B-5841 is placed on record at Exh.21 establishing that the said vehicle is titled to Opponent No.1. The claimants have produced copy of Policy Schedule Cum Certificate of Insurance vide Mark-14/7 and the opponent Insurance Company has placed on record certificate copy of Insurance Policy of vehicle No.GJ-20 B-5841 vide Exh.25. On perusal of this document, it reveals that vehicle Tractor No.GJ-20 B-5841 in the name of opponent No.1 Mansukhbhai Ramabhai Rathod was insured with Chola MS General Insurance Co. Ltd. i.e. opponent No.2 for the period from 24.09.2012 to 23.09.2013 which covers the date of accident i.e. 11.09.2013. So, the Insurance Policy of involved vehicle tractor was in force on the day of accident.

(27) So far as the liability is concerned, learned Advocate Mr. S. P. Mehta on behalf of the Insurance Company relying on the evidence of witness Bansari Kuntalbai Bhavsar (Exh.24) and Insurance Policy (Exh.25) has raised defence in his arguments that both deceased persons were traveling by sitting beside the driver on tractor, which was not permissible under the policy terms and conditions and the risk of such persons does not cover

under the policy, hence, the Insurance Company has no liability to pay compensation. These facts are also stated by the witness of Insurance Company - Bansari Kuntalbai Bhavsar in her affidavit (Exh.28). She admits in cross-examination that, breach of term and condition can be said in the case of violation of rules and it is not stated by her as to which condition has been breached by the insured.

(28) Whereas it is the argument of learned Advocate Mr. B. V. Kalal on behalf of the claimants that the deceased while traveling on tractor can be said to be a third party as he had no relation with either driver or owner of insurer of vehicle, therefore, the Insurance Company cannot avoid its liability. He has referred to and relied upon the judgment of the Hon'ble High Court of Gujarat in the case of **National Insurance Co. Ltd. Vs. Dudhiben Madhubhai Rathod (Supra)** and requested to pass the order of pay and recover.

(29) While dealing with the submission made by the either parties pertaining to liability, if we may peruse the contents of claim petition again then the claimants have stated in claim petition that the deceased was a pedestrian and the same fact has been stated in his affidavit but during the course of cross-examination, the claimant admits that her son Rahul was traveling in tractor at the time of accident. Further, this fact is supported by the timely lodged F. I. R. by the complainant, who was accompanying in the same tractor at the time of accidental. So, the aforesaid

evidence makes it clear that the deceased was in-fact not a pedestrian but he was traveling on vehicle tractor at the time of accident.

(30) Admittedly, the policy herein was a Miscellaneous Vehicles Package Policy issued by the Insurance Company in respect of vehicle Tractor for the use of agriculture and forestry purposes and it cannot be used for hire & reward. No premium is received by the Insurance Company covering the risk of traveler or occupant on tractor. Here in this case, it transpires that the offending tractor was being used for other than agriculture or forestry purpose at the time of accident and even-otherwise, carrying of any person either major or minor except the driver, was not permissible under the rules of the M. V. Act as well as terms and conditions policy of the tractor. So, it is clear that there was breach of provision of the M. V. Act and the terms and conditions of the Insurance Policy.

(31) At this juncture, looking to the Certificate of Registration of Vehicle (Exh.21), Tractor had seating capacity of 01 only i.e. driver. Similarly, the Insurance Policy also shows the seating capacity of 01 only. Therefore, it is further evident that the tractor alleged herein was having seating capacity of only 01 i.e. the driver and none other can sit or travel by sitting over tractor, so far as the provision of the M. V. Act and Insurance Policy of Tractor are concerned.

(32) Now, as admitted by the claimant and appeared from the evidence, deceased Rahul was traveling on tractor at the time of

accident and he was allowed by the driver and owner of tractor to sit on tractor against the permitted capacity on tractor. The vehicle tractor was being used for other purpose than it was insured with the Insurer itself. So, the deceased herein was an unauthorised passenger traveling on tractor and there was breach of terms and conditions of insurance policy, which is rightly stated by the witness of the Insurance Company and contended by the learned Advocate on behalf of the Insurance Company.

(33) The learned Advocate for the Insurance Company has referred to the judgments of the Hon'ble High Court of Gujarat in the case of **New India Assurance Co. Ltd. Vs. Jayshriben W/o. Kulinchandra Chandravandan Alias Mantubhai & Others (Supra)** and the case of **New India Assurance Co. Ltd. Vs. Kantibhai Shababhai Parmar & Others (Supra)**. As held herein above, the Insurance Company cannot be liable to pay compensation to the claimants for the death of deceased herein who was traveling on tractor at the time of accident. At the same time, while considering the submission of the learned Advocate for the claimants in terms of beneficial legislation to the victims / heirs of victims to get compensation for accidental injury or death of claimant / deceased, this Tribunal is of the opinion to refer the judgment of the Honourable Supreme Court in the case of **Shivaraj Vs. Rajendra & Another** reported in (2018) 10 SCC 432 wherein the Honourable Supreme Court has held in Para-(9) and (10) of the judgment as under :

“9. The High Court, however, found in favour of respondent No.2 (insurer) that the appellant travelled in

the tractor as a passenger which was in breach of the policy condition, for the tractor was insured for agriculture purposes and not for carrying goods. The evidence on record unambiguously pointed out that neither was any trailer insured nor was any trailer attached to the tractor. Thus, it would follow that **the appellant travelled in the tractor as a passenger, even though the tractor could accommodate only one person namely the driver.** As a result, the Insurance Company (respondent No.2) was not liable for the loss or injuries suffered by the appellant or to indemnify the owner of the tractor. That conclusion reached by the High Court, in our opinion, is unexceptionable in the fact situation of the present case.

10. At the same time, however, in the facts of the present case the High Court ought to have directed the Insurance Company to pay the compensation amount to the claimant (appellant) with liberty to recover the same from the tractor owner, in view of the consistent view taken in that regard by this Court in National Insurance Co. Ltd. Vs. Swarna Singh & Ors.1, Mangla Ram Vs. Oriental Insurance Co. Ltd.2, Rani & Ors. Vs. National Insurance Co. Ltd. & Ors.3 and including Manuare Khatun and Others Vs. Rajesh Kumar Singh And Others. In other words, the High Court should have partly allowed the appeal preferred by the respondent No.2. The appellant may, therefore, succeed in getting relief of direction to respondent No.2 Insurance Company to pay the compensation amount

to the 1 (2004) 3 SCC 297, 2 (2018) 5 SCC 656, 3 2018 (9) SCALE 310, 4 (2017) 4 SCC 796 appellant with liberty to recover the same from the tractor owner (respondent No.1).”

(34) This Tribunal while dealing with the issue in consideration has taken into consideration the judgment of the Hon’ble High Court of Gujarat in the case of **the New India Assurance Co. Ltd. Vs. Gitaben Wd/o. Prahaladbhai Dhulabhai Patel & Ors.** in **R/First Appeal No.2015 of 2022** wherein the learned Tribunal in the case of deceased traveling as unauthorized passenger on the tractor, passed an order of pay and recover against the Insurance Company and the Hon’ble High Court of Gujarat has held that, no interference is called for in the order passed by the learned Tribunal of “pay and recover”.

(35) In view of the facts of the case on hand, according to the considered opinion of this Tribunal, the principle laid down by the Honourable Supreme Court and the Hon’ble High Court of Gujarat in the above referred case squarely covers the case on hand and while following the principle laid down by the Honourable Supreme Court and the Hon’ble High Court of Gujarat, there is no escape to the conclusion that the Insurance Company can be directed to pay the amount of compensation to the claimants herein at the first instance and to recover the same from the Insured in accordance with the judgment of the Honourable Supreme Court in the case of **Oriental Insurance Co. Ltd. Vs. Nanjapan & Ors** reported in **2004(13) SCC 224**,

however the opponent No.1 being the driver and owner of vehicle Tractor also requires to be held liable to pay the amount of compensation.

(36) So far as the interest on awarded amount is concerned, by keeping in mind the principles enunciated by the Honourable Supreme Court in the case of **Abati Bezbaruah Vs. Dy. Director General, Geological Survey of India and Another**, reported in (2003) 3 SCC 148, and change of policy adopted by the Reserve Bank of India with regard to rate of interest with effect from 01.04.2021, this Tribunal holds that the claimant is entitled to the interest on compensation amount @ 9% p.a. from the date of filing of claim petition to 31.03.2021 and @ 7% p.a. from 01.04.2021 till the realization of compensation amount.

(37) Accordingly, all the points are answered and following order is passed in the interest of justice.

-: ORDER :-

1. The claim petition is partly allowed with costs and interest.
2. The claimant does recover **Rs.5,74,000/- (Rupees Five Lakh and Seventy Four Thousand Only)** as compensation jointly and severally from the opponents with proportionate costs and with interest thereon at the rate of 9% p.a. from the date of filing of claim petition to 31.03.2021 and at the rate of 7% p.a. from 01.04.2021 till the realization of compensation amount.

3. (A) The Opponents are hereby directed to deposit the above amount of award, after deducting the amount of interim compensation, if any paid under the M. V. Act within one month from the date of this order.

(B) The opponent No.2 The Cholamandalam MS General Insurance Company Limited in the event of depositing the amount of compensation awarded to the claimant will be entitled to recover the same from the insured of vehicle in accordance with the decision in the case of **Oriental Insurance Co. Ltd. Vs. Nanjapan** reported in **(2004) 13 SCC 224**.
4. On depositing of the above amount of award by the opponents in this Tribunal, deficit amount of Court Fee Stamp, if any, on the awarded amount be deducted first and out of the balanced amount of compensation, **70%** amount shall be invested in any of the nationalized bank of the choice of the claimant in fixed deposit scheme in any nationalised bank in her name for a period of 05 years and remaining **30%** amount shall be paid to her by way of directly crediting in her Bank Account with nationalized bank through NEFT or RTGS facility after due and proper verification.
5. The claimant shall be entitled to get interest payable periodically from her Fixed Deposit. However, she will not be entitled to withdraw any amount from the investment in fixed deposit scheme before maturity or to raise any loan from the said investment, without prior permission of this Tribunal.

6. **(A)** In view of the direction of the Honourable Apex Court in the case of **M. R. Krishna Murthy Vs. The New India Assurance Company Limited & Others** in Civil Appeal Nos. 2476-2477 of 2019, in the case of **Tata A.I.G. General Insurance Co. Ltd. Vs. Union of India & Others** in Writ Petition (Civil) No.534 of 2020 and **in Suo Motu Writ Petition (Civil) No(s).7/2024** and as per the judgment of the Hon'ble High Court of Delhi in the case of **Rajesh Tyagi & Ors. Vs. Jaibir Singh & Ors.** in FAO 842/2003 & CM Appl.32859/2017, 41125-41127/2017, 35516-35517/2018, 46426/2018, the claimant is directed to produce her bank account details along with either a certificate of the Banker giving all details of her bank account including IFS Code or a copy of a canceled cheque of her bank account with nationalised bank or first page of her Bank Account Passbook which will compulsorily contain photograph of the claimant/victim duly attested by the Bank concerned, within one week from the date of pronouncement of judgment.

(B) The claimant is directed to keep on updating information regarding her Bank Account, email id if provided, in case there is any change, with the office of this Tribunal, till the realization of amount of compensation.
7. The Insurance Company and/or such other entities shall deposit the amount as directed in circular dated 19.01.2022 in Account Name : Motor Accident Claim

Tribunal, Dahod Account No.40714029534, Ifs Code : SBIN0000368, MICR : 389002021 and on such deposits being made, the Insurance Company and/or such other entities shall submit a letter to the Registry of District Court, Dahod enclosing a copy of the said bank advice, in prescribed format as above, as per which the deposit was made to the bank account of the Claims Tribunal, to enable the Claims Tribunal to keep tab on the deposits made and the MACPs for which they were made, which is a fundamental need for a smooth implementation.

The Payment advice for remittance of compensation is as under :

PAYMENT ADVICE FOR REMITTANCE OF COMPENSATION

From : (Name of Bank)

To : (Name of Court)

We confirm remittance of compensation as follows on instructions of opponent Insurance Company.

1.	M.A.C.P.Number
2.	On the file of (Name of Claims Tribunal)
3.	Place
4.	Date of Award
5.	Amount Deposited

(A) The Insurance Company and/or such other entities making such deposit, shall also send a copy of the payment advice in the aforesaid Clause to the Claims Tribunal concerned and serve a copy of the same on the claimant or her counsel as the case may be.

8. In view of the judgment delivered by the Division Bench of Hon'ble Gujarat High Court in the case of **Oriental Insurance Co. Ltd. Vs. Chief Commissioner of Income Tax (TDS)** in Special Civil Application No. 4800 of 2021, the interest awarded by the Motor Accident Claims Tribunal U/Sec. 171 of the Motor Vehicle Act, 1988 is not taxable under the Income Tax Act, 1961.
9. Award to be drawn accordingly.
10. PDF Copy of this Judgment and Award be sent to opponent Insurance Company through email.

Signed and pronounced in open Court on this 17th Day of April, 2026.

Dt.17/04/2026

(Harishchandrasinh Gulabsinh Vaghela)

Place : Dahod

M. A. C. Tribunal (Main),

Dahod.

(Code No.GJ00590)

DSS, EA