**IN THE TRIBUNAL OF PRESIDING OFFICER MACT-02: CENTRAL DISTRICT: TIS HAZARI COURTS: DELHI. PRESIDED OVER BY Ms. POOJA AGGARWAL, DHJS**

MACT No. 288/2018
UID/CNR No. DL-CT01-004740-2018

<u>In Respect of</u>
FIR No. 421/17
PS Sarai Rohilla
U/s: 279/337/338 IPC

**Devender @ Sunny**
S/o Sh. Panna Lal
R/o H.No.K-211, J.J.Colony,
Wazirpur, Delhi.
**(Through Ld. Counsel Mr. Vipin Tyagi)**

**.....Petitioner**

**Versus**

1. **Anup Kumar (Driver)**
S/o Sh.Manjunder Tripathi
R/o Vill. Pandila Mahadev,
Ismile Ganj, Allahabad, UP.

2. **Sonu (Owner)**
S/o Mr. Bashir Ahmed
R/o H.No. 69, Ground Floor,
Gali No. 1, Moonga Nagar,
Karawal Nagar, Delhi.

3. **ICICI Lombard General Insurance Co. Ltd. (Insurer)**
Office at:- Mercantile House,
7th Floor, 15 KG Marg,
Cannaught Floor, Delhi-110001.
**(Through Ld. Counsel Mr. Manjul Awasthi)**

**.....Respondents**

**Date of filing of DAR** : 05.04.2018
**Judgment reserved on** : 25.03.2026
**Date of Award** : 28.03.2026

## AWARD/JUDGMENT

1. The present Detailed Accident Report (hereinafter referred to as *"DAR"*) has been filed by the Investigating Officer in respect of FIR No. 421/2017, PS Sarai Rohilla, u/s 279/337/338 IPC regarding injuries sustained by *Devender @ Sunny* S/o Panna Lal (hereinafter referred to as "petitioner/ injured") due to an accident which took place on 03.04.2017 at about 09.20 P.M., by the vehicle bearing registration no. DL-1YE-4764 (hereinafter referred to as 'Offending Vehicle') being driven by Mr. Anup Kumar (*hereinafter referred to as "Respondent No.1"*) rashly and negligently, owned by Mr. Sonu (*hereinafter referred to as "Respondent No.2"*) and insured with ICICI Lombard General Insurance Company Limited. A copy of the chargesheet filed in respect of the commission of offences under Section 279/337/338 IPC against the Respondent No.1 after investigation in respect of the said FIR, was also annexed with the DAR.

2. *Vide* order dated 05.04.2018 passed by the Ld. Predecessor, the DAR was directed to be treated as a claim petition under Section 166 of Motor Vehicles Act, 1988 *(hereinafter referred to as "MV Act").*

### *Facts as per Reply filed by Respondents No. 1 & 2*

3. In their joint reply, the Respondent No. 1 and 2 raised various

preliminary objections including as to the DAR having been filed to extract money from them. It has been stated that on 03.04.2017, the Respondent No. 1 was driving the offending vehicle bearing registration number DL-1YE-4764, when suddenly the vehicle being driven by the injured, came in front of the offending vehicle, and the injured was himself negligent while crossing the road and was driving on the wrong side due to which he was liable for contributory negligence. It has also been asserted that the injured also admitted before the investigating officer that he was under the influence of liquor at the time. It has also been asserted that the offending vehicle was insured with Respondent No.3 at the time of the accident, and that the accident was not caused due to any rashness or negligence of the Respondent No. 1/ Driver.

### ***Facts as per Legal Offer of Respondent No.3/ Insurance Company.***

4. In its legal offer, the Respondent No.3/ Insurance Company admitted that the vehicle No. DL-1YE-4764 was insured with it at the relevant time in the name of the Respondent no. 2 and also offered compensation to the injured of a sum of ₹25,000/-, after deducting a sum of ₹25,000/- towards contributory negligence.

### ***Issues***

5. On the basis of the pleadings on record, the following issues were framed by the Ld. Predecessor *vide* order dated 29.11.2018:-

***1. Whether the petitioner Devender @ Sunny suffered injuries in an accident that took place on 03.04.2017 at about 9.20 PM involving TAXI bearing registration***

*No. DL1YE4764 driven by the Respondent No. 1 rashly and negligently, owned by the Respondent no. 2 and insured with the Respondent no. 3? OPP.*
*2. Whether the petitioner is entitled for compensation? If so, to what amount and from whom?*
*3.Relief.*

6. Vide order dated 01.02.2020 passed by the Ld. Predecessor, the DAR was closed as the Petitioner did not lead evidence since 2018 nor he or any of his witness appeared on that day. Subsequently, an application for restoration was filed by the Petitioner, and vide order dated 11.09.2023, passed by the Ld. Predecessor, the petition was restored to its original number, after the Respondent no.1 was proceeded ex-parte, as he remained absent despite service by way of publication.

## *Evidence of the Petitioner*

7. **PW-1 Devender @ Sunny,** being the injured tendered his evidence by way of affidavit *i.e.* Ex. PW-1/A, wherein, inter-alia, he testified that on 03.11.2017, at about 09.20 p.m., he was driving motorcycle bearing No. DL-8SBR-0765, and was going towards Inderlok from Ashok Vihar with his friend, but when they reached at Ganda Nala Road, 56 Bheega Park, near Dhobi Ghat, Shastri Nagar, a Maruti Swift Dzire taxi bearing No. DL-1YE-4764, which was being driven by its driver/ Respondent No. 1 at a high speed rashly and negligently with zig-zag manner, without blowing horn, came from Inderlok side and hit their motorcycle, resulting in fall of the motorcycle and grievous injuries to both of them.

8. He further testified that after the accident, he was taken to

Sushruta Trauma Centre where his MLC was prepared, and he remained admitted in the Hospital from 03.11.2017 to 11.11.2017. He further testified that he had sustained head injury, grievous facial injury( multiple facial bone fracture) and other grievous injuries.

9. PW-1 has further testified that he was aged about 26 years at the time of the accident and was working as a driver in a private school i.e. Golden Bells, Ashok Vihar, earning a sum of ₹15,000/- per month. He further testified that he remained bed ridden for three months and thereafter, he could not attend his duties for 5 months, resulting in loss of the earnings. He also testified that he is suffering from permanent disability due to the accident in question due to which he could not do his work with full capacity, and had eye problems due to the accident. He also testified that he was still under treatment.

10. The Petitioner/PW1 also testified as to having incurred an expenditure of approximately ₹50,000/- on special diet, a sum of ₹30,000/- on conveyance, ₹25,000/- towards attendant charges. He also relied upon the following documents :-

| S.No. | Description of Documents | Exhibit/Mark |
|---|---|---|
| 1. | Treatment documents along with discharge Slip | Ex. PW-1/1 (Colly) |
| 2. | Treatment Bills | Ex. PW-1/2 (Colly) |
| 3. | Copy of Identity cards | Ex. PW-1/3 (colly) |
| 4. | Complete set of DAR | Ex.PW-1/4 (Colly) |

11.He was duly cross-examined on behalf of the Respondent No.3/

Insurance company.

## *Evidence of the Respondents*

12. The Respondent No.3 chose not to lead any evidence, and none appeared to lead any evidence on behalf of Respondent no.2, and his right to lead evidence was closed vide order dated 17.02.2026.

13. Thereafter, Dr. Manoj Kumar Yadav, **Sr. Specialist, Ophthalmology, RML Hospital** was examined as Court witness, and as CW1, he testified as to being the incharge of the medical board which examined the patient namely Devender @ Sunny on 12.01.2026, and he proved the Disability Report i.e. Ex CW1/1 as per which the Petitioner was found having 30% permanent disability in relation to Right Eye. He also testified to the effect that though the medical document dated 20.11.2023 issued by Inder Vision Care Center was not placed before the board, in the said document dated 20.11.2023 issued by Inder Vision Care Center only one line has been recorded as to there being trauma with ball in right eye two years back, with no further description of the nature of injury, but in the document dated 03.11.2017, issued by Deep Chand Bandhu Hospital, a lacerated wound of 3 X 1 cm is reflected on the right upper lid of the patient, due to which it was more likely that the disability resulted due to the accident and not due to the trauma with the ball. He was not cross-examined on behalf of the Petitioner or the Respondents, despite opportunity.

## ***Final Arguments and Issue Wise Findings***

14. Final arguments were advanced only on behalf of the Respondent No.3/ Insurance Company as the Petitioner did not appear to advance the same. The arguments as advanced have been carefully considered along with the evidence on record, and after careful consideration of the same, the issue wise findings are as under:

***Issue No.1: Whether the petitioner Devender @ Sunny suffered injuries in an accident that took place on 03.04.2017 at about 9.20 PM involving TAXI bearing registration No. DL1YE4764 driven by the Respondent No. 1 rashly and negligently, owned by the Respondent no. 2 and insured with the Respondent no. 3? OPP.***

15. The onus to prove this issue was upon the Petitioner. It is a settled proposition of law that in this Tribunal strict proof of an accident having been caused in a particular manner may not be possible to be done by the Petitioners, and they are to establish their case on the touchstone of preponderance of probability and the standard of proof beyond reasonable doubt cannot be applied. Strength for this interpretation is drawn from the judgment of the Hon'ble Supreme Court in *Bimla Devi and others Vs. Himachal Road Transport Corporation and others,* (2009) 13 SC 530, *Mangla Ram Vs. Oriental Insurance Co. Ltd. & Ors.*, (2018) 5 SCC 656, *Geeta Dubey Vs United India Insurance Company Ltd. & Ors,* 2024 SCC Online SC 3779, *Sajeena Ikhbal and Others Vs Mini Babu George and Others,* 2024 SCC OnLine SC 2883.

16. In *Prabhavathi v. Bangalore Metropolitan Transport Corpn.*, 2025 SCC OnLine SC 455, the Hon'ble Supreme Court has again reiterated that:

> *"13. It is the settled law that under the Motor Vehicle Act, 1988 it is established that in compensation cases, the strict rules of evidence used in criminal trials do not apply. Instead, the standard of proof is based on the preponderance of probability.* This Court in *Sunita v. Rajasthan SRTC*[1] observed that:
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>> *"22. It is thus well settled that in motor accident claim cases, once the foundational fact, namely, the actual occurrence of the accident, has been established, then the Tribunal's role would be to calculate the quantum of just compensation if the accident had taken place by reason of negligence of the driver of a motor vehicle and, while doing so, the Tribunal would not be strictly bound by the pleadings of the parties. Notably, while deciding cases arising out of motor vehicle accidents, the standard of proof to be borne in mind must be of preponderance of probability and not the strict standard of proof beyond all reasonable doubt which is followed in criminal cases."*
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> The exposition came to be reiterated in *Rajwati alias Rajjo v. United India Insurance Company Ltd.*[2], wherein it was observed that:
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>> *"20. It is well settled that Motor Vehicles Act, 1988 is a beneficial piece of legislation and as such, while dealing with compensation cases, once the actual occurrence of the accident has been established, the Tribunal's role would be to award just and fair compensation. As held by this Court in Sunita (Supra) and Kusum Lata(Supra), strict rules of evidence as applicable in a criminal trial, are not applicable in motor accident compensation cases, i.e., to say, "the standard of proof to be borne in mind must be of preponderance of probability and not the strict standard of proof beyond all reasonable doubt which is followed in criminal cases".*
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> (Emphasis supplied)

17. In respect of the factum and manner of the accident, it is noted that as per the testimony of the Petitioner/PW1, the accident occurred on 03.11.2017, at about 09.20 p.m., when the motorcycle which he was driving, was struck by the offending vehicle i.e. Maruti Swift Dzire taxi bearing No. DL-1YE-4764,

1(2020) 13 SCC 486
2 2022 SCC OnLine SC 1699

resulting in fall of the motorcycle and grievous injuries to him as well as the pillion rider of the motorcycle. PW1 has also categorically testified that the accident was caused as the offending vehicle was being driven by its driver/ Respondent No. 1 at a high speed rashly and negligently with zig-zag manner and without blowing horn.

18. The testimony of the PW1/Petitioner as to the factum of the accident and as to the accident having occurred as the offending vehicle was being driven by Respondent No.1 at high speed, and in a rash and negligent manner is clear and unequivocal, and nothing material could be elicited in his cross-examination to discredit either the factum or even the manner of the accident.

19. Despite being the driver of the offending vehicle at the time of the accident, and thus being the best person to controvert existence of any rashness or negligence on his part, for reasons best known to him, the Respondent No.1 did not even step into the witness box to controvert the manner of accident to prove the defence set up in his reply. No other evidence has been brought on record by the Respondents to prove that the accident resulted due to any other factor except rashness and negligence on the part of the Respondent No.1. The Respondents have also failed to prove any false implication of the offending vehicle or of the Respondent No.1.

20. The act of driving a vehicle in such a manner that it hits another vehicle is itself indicative of rashness and negligence by the driver of the offending vehicle, as he fails to control his vehicle

causing the accident.

21. Further, the Respondent No. 1 was charge-sheeted by the investigating agency for the commission of offences punishable under Sections 279/337/338 IPC in the FIR No. 421/2017, PS Sarai Rohilla in respect of accident in question, after concluding its investigation on the aspect of cause of the accident as well as the identity of the offender, which also indicates existence of rash and negligent driving of the offending vehicle by the Respondent No. 1.

22. Strength for this interpretation is also drawn from the judgment of *National Insurance Co. Ltd. v. Pushpa Rana 2009 ACJ 287* and *United India Insurance Co. Ltd. v. Deepak Goel & Ors, 2014 (2) TAC 846 (Del)* wherein the Coordinate Bench of the Hon'ble Delhi High Court, held as under:-

> *"......where the claimants filed either the certified copies of the criminal record or the criminal record showing the completion of investigation by police or issuance of charge sheet under Section 279/304A IPC or the certified copy of FIR or the recovery of the mechanical inspection report of the offending vehicle, then these documents are sufficient proof to reach to a conclusion that the driver was negligent particularly when there is no defence available from the side of driver."*
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> (Emphasis supplied)

23. It has already been noted that the Petitioner cannot be expected to prove the accident beyond reasonable doubts, and the principle of *res ipsa loquitor* i.e. “accident speaks for itself” is applicable, it would imply that once it has been established in DAR and chargesheet that the accident had taken place, the burden shifts on the Respondents to prove that they were not

responsible for the accident which the Respondents have failed to discharge in this case.

24. Thus, in view of the aforesaid reasons and discussion, on the basis of the evidence as led including the chargesheet, as well as oral testimony of PW-1 who is an eye-witness of the accident being the injured himself, and in the absence of any evidence regarding any mechanical defect in the offending vehicle or any material depicting any negligent/ sudden act or omission on the part of injured/driver of the motorcycle, having been brought on record, it is held that on the scale of preponderance of probability, the Petitioner has discharged his burden and has proved that the accident took place on 03.04.2017 at about 9.20 P.M. involving TAXI bearing registration No. DL-1YE-4764 driven by the Respondent No. 1 rashly and negligently, owned by the Respondent No. 2 and insured with the Respondent no. 3.

## ***Injury***

25. In respect of the injury sustained by the Petitioner in the accident, it is noted that as per the testimony of PW1/ Petitioner, he had sustained grievous injuries on his body due to the accident. The MLC No. 4232/23 dated 03.11.2017 of the injured Sunny, issued by Deep Chand Bandhu Hospital, New Delhi forming part of the DAR reflects the alleged history of road traffic accident, further reflecting various injuries including laceration over right supraorbital region. The nature of injury has been opined to be grievous in the said MLC which also corroborates the testimony of the Petitioner as to him having been injured in the accident.

26. Even the discharge summary issued by Sushruta Trauma Centre reflects that the Petitioner remained admitted in the Hospital from 03.11.2017 to 11.11.2017 and reflects various fractures including right orbital wall, which also corroborates the factum of grievous injuries having been sustained by the Petitioner due to the accident.

27. No reason has been brought on record to disbelieve either the MLC or the discharge summary, and even the disability certificate issued by Ram Manohar Lohia Hospital, reflects that the Petitioner has 30% permanent physical disability with respect to his right eye, and even the CW1 Dr. Manoj Kumar Yadav has testified that the injury which resulted in the disability was likely sustained by the Petitioner in the accident itself, which, on the scale of preponderance of probabilities, sufficiently proves that the grievous injuries was sustained by the Petitioner due to the accident, which has also led to permanent disability.

28. Issue no.1 is, thus, decided in favour of the Petitioner and against the Respondents.

***Issue no 2.Whether the Petitioner is entitled for compensation? If so, to what amount and from whom; and Issue no. 3.Relief.***

29. Since the Petitioner sustained grievous injuries as a result of the accident in question, he is entitled to be compensated for the same and Section 168 of the MV Act enjoins upon this Tribunal

to hold an inquiry into the claim to make an award determining the amount of compensation which appears to it to be just and reasonable.

## ***Quantum of compensation***

30. The guiding principles for assessment of "just and reasonable compensation" has been enumerated by the Hon'ble Supreme Court of India, in *Anjali v. Lokendra Rathod,* 2022 SCC OnLine SC 1683, wherein it has been observed that: -

> *"The provisions of the Motor Vehicles Act, 1988 (for short, "MV Act") gives paramount importance to the concept of 'just and fair' compensation. It is a beneficial legislation which has been framed with the object of providing relief to the victims or their families. Section 168 of the MV Act deals with the concept of 'just compensation' which ought to be determined on the foundation of fairness, reasonableness and equitability. Although such determination can never be arithmetically exact or perfect, an endeavor should be made by the Court to award just and fair compensation irrespective of the amount claimed by the applicant/s. In Sarla Verma v. Delhi Transport Corporation, (2009) 6 SCC 121, this Court has laid down as under:*
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> > *16."Just compensation" is adequate compensation which is fair and equitable, on the facts and circumstances of the case, to make good the loss suffered as a result of the wrong, as far as money can do so, by applying the well settled principles relating to award of compensation. It is not intended to be a bonanza, largesse or source of profit."*
>
> (Emphasis supplied)

31. It is a settled proposition of law that in cases where the Petitioner has suffered injuries due to the accident, the grant of compensation is under two broad categories, i.e. Pecuniary as well as non-pecuniary damages. The two categories of damages has been explained by the Hon’ble Supreme Court in *R.D. Hattangadi v. Pest Control (India) (P) Ltd.,* (1995) 1 SCC 551, which has also been reiterated in *Atul Tiwari v. Oriental Insurance Co. Ltd.,* (2025) 3 SCC 6 as under:

"*9. Broadly speaking while fixing an amount of compensation payable to a victim of an accident, the damages have to be assessed separately as pecuniary damages and special damages. Pecuniary damages are those which the victim has actually incurred and which are capable of being calculated in terms of money; whereas non-pecuniary damages are those which are incapable of being assessed by arithmetical calculations. In order to appreciate two concepts pecuniary damages may include expenses incurred by the claimant: (i) medical attendance; (ii) loss of earning of profit up to the date of trial; (iii) other material loss. So far non-pecuniary damages are concerned, they may include (i) damages for mental and physical shock, pain and suffering, already suffered or likely to be suffered in future; (ii) damages to compensate for the loss of amenities of life which may include a variety of matters i.e. on account of injury the claimant may not be able to walk, run or sit; (iii) damages for the loss of expectation of life, i.e., on account of injury the normal longevity of the person concerned is shortened; (iv) inconvenience, hardship, discomfort, disappointment, frustration and mental stress in life.*"

(Emphasis supplied)

32. The principles guiding such grant of compensation have been reiterated by the Hon'ble Supreme Court in *Raj Kumar Vs. Ajay Kumar & Ors.* (2011) 1 SCC 34, as under:

*"General principles relating to compensation in injury cases*

*5. The provision of The Motor Vehicles Act, 1988 (`Act' for short) makes it clear that the award must be just, which means that compensation should, to the extent possible, fully and adequately restore the claimant to the position prior to the accident. The object of awarding damages is to make good the loss suffered as a result of wrong done as far as money can do so, in a fair, reasonable and equitable manner. The Court or tribunal shall have to assess the damages objectively and exclude from consideration any speculation or fancy, though some conjecture with reference to the nature of disability and its consequences, is inevitable. A person is not only to be compensated for the physical injury, but also for the loss which he suffered as a result of such injury. This means that he is to be compensated for his inability to lead a full life, his inability to enjoy those normal amenities which he would have enjoyed but for the injuries, and his inability to earn as much as he used to earn or could have earned. (*See C. K. Subramonia Iyer vs. T. Kunhikuttan Nair *- AIR 1970 SC 376,* R. D. Hattangadi Vs. Pest Control (India) Ltd*. - 1995 (1) SCC 551 and Baker vs. Willoughby - 1970 AC 467).*

*6. The heads under which compensation is awarded in personal injury cases are the following :*

*Pecuniary damages (Special Damages)*

*(i) Expenses relating to treatment, hospitalization, medicines, transportation, nourishing food, and miscellaneous expenditure.*
*(ii) Loss of earnings (and other gains) which the injured would have made had he not been injured, comprising:*
*(a) Loss of earning during the period of treatment;*
*(b) Loss of future earnings on account of permanent disability.*
*(iii) Future medical expenses.*
*Non-pecuniary damages (General Damages)*
*(iv) Damages for pain, suffering and trauma as a consequence of the injuries.*
*(v) Loss of amenities (and/or loss of prospects of marriage).*
*(vi) Loss of expectation of life (shortening of normal longevity).*
*In routine personal injury cases, compensation will be awarded only under heads (i), (ii)(a) and (iv).* It is only in serious cases of injury, where there is specific medical evidence corroborating the evidence of the claimant, that compensation will be granted under any of the heads (ii)(b), (iii), (v) and (vi) relating to loss of future earnings on account of permanent disability, future medical expenses, loss of amenities (and/or loss of prospects of marriage) and loss of expectation of life.*"*

(Emphasis supplied)

33. Further in *Kajal v. Jagdish Chand,* (2020) 4 SCC 413, it has been held that:

"*It is impossible to equate human suffering and personal deprivation with money. However, this is what the Act enjoins upon the courts to do. <u>The court has to make a judicious attempt to award damages, so as to compensate the claimant for the loss suffered by the victim. On the one hand, the compensation should not be assessed very conservatively, but on the other hand, compensation should also not be assessed in so liberal a fashion so as to make it a bounty to the claimant.</u> The court while assessing the compensation should have regard to the degree of deprivation and the loss caused by such deprivation. Such compensation is what is termed as just compensation. <u>The compensation or damages assessed for personal injuries should be substantial to compensate the injured for the deprivation suffered by the injured throughout his/her life. They should not be just token damages."</u>*

(Emphasis supplied)

34. In view of the above legal propositions, the amount of compensation shall be computed in this case.

***A: Pecuniary damages (Special Damages)***

***(i) Expenses relating to treatment, hospitalization, medicines, transportation, nourishing food, and miscellaneous expenditure.***

35. In respect of his *treatment/ medicine and hospitalization,* the Petitioner has relied upon only one treatment bill forming part of Ex. PW-1/2(Colly) as per which he has incurred an expense of ₹27,000/-. No reason has been brought on record to disbelieve the said bill issued in the name of the Petitioner, and thus, **the Petitioner is awarded a sum of ₹27,000/- towards treatment.**

36. In respect of expenses towards *nourishing food and conveyance*, the Petitioner has testified in Ex PW-1/A that he had incurred an expense of about ₹50,000/- on special diet, and a sum of ₹30,000/- on conveyance, but he led no further evidence to prove the same. Be that as it may, though he has not brought on record any document to substantiate his claim of the expenses, but at the same time, it is not overlooked that in view of the injuries sustained by the Petitioner resulting in 30% disability in relation to his right eye, he would have taken some time for recovery and incurred extra expenditure on his food and conveyance. That being so, **a sum of ₹25,000/- is awarded to the Petitioner under the head of special diet and a sum of ₹15,000/- is awarded to him under the head of conveyance.**

37. **In respect of the misc expenses, PW1/Petitioner** has testified as to having incurred an expense of ₹25,000/- towards charges

paid to the attendant, but he led no further evidence to prove the same as he neither examined any such attendant nor proved any such payment towards the same. Be that as it may, it can also not be overlooked that in view that the injuries sustained by the Petitioner in the accident, he is likely to have incurred misc expenses including expense towards attendant. That being so, a sum of **₹15,000/- is awarded to the Petitioner under the head of Misc Expenses (Attendant Charges).**

***(ii) Loss of earnings (and other gains) comprising:***

***(a) Loss of earning during the period of treatment;***
***(b) Loss of future earnings on account of permanent disability.***

38. In respect of loss of earning during the period of treatment, it is noted that as per the medical documents on record, the Petitioner remained admitted in Sushruta Trauma Centre since 03.11.2017 to 11.11.2017. He is bound to have suffered loss of income for the period thereof. Though he also testified as to having been on bed rest for three months, he failed to lead any evidence for the same and hence, he is entitled to be compensated for the loss of his income for the period of about 8 days only.

39. To compute the loss of income of the Petitioner, the quantum of his monthly income needs to be ascertained. It is noted that as PW1, the Petitioner has testified in Ex PW-1/A that he was earning about ₹15,000/- per month by working as a Driver in Golden Bells School in Ashok Vihar. However, the Petitioner did not bring on record any document to corroborate his self serving testimony nor he examined his employer, to prove his

income. Thus, in the absence of sufficient evidence having been brought on record in respect of nature of his work being that of a driver or as to him earning ₹15,000/- per month therefrom, his notional income shall be assessed on the basis of the Minimum Wages payable to an Unskilled Person in Delhi at the time of the accident i.e. on 03.11.2017 i.e. ₹13,584/- per month and consequently, his loss of income is computed to be ₹3,622/- (rounded off from ₹3,622.4/-) (₹13,584/-x 8/30). **Hence, the Petitioner is awarded a sum of ₹3,622/- towards loss of income due to hospitalization.**

40. In respect of the *loss of future earnings,* the Petitioner has testified in Ex PW-1/A that due to the permanent disability sustained due to the accident, he is unable to work in full capacity. His disability certificate issued by RML Hospital dated 12.01.2026, as per which he has 30% permanent physical impairment in relation to his right eye, is already on record, and also stands proved from the testimony of CW1 Dr. Manoj Kumar Yadav.

41. In *Raj Kumar Vs. Ajay Kumar & Ors.* (2011) 1 SCC 34, the Hon'ble Supreme Court has noted that:

> *'Disability refers to any restriction or lack of ability to perform an activity in the manner considered normal for a human-being. Permanent disability refers to the residuary incapacity or loss of use of some part of the body, found existing at the end of the period of treatment and recuperation, after achieving the maximum bodily improvement or recovery which is likely to remain for the remainder life of the injured. Temporary disability refers to the incapacity or loss of use of some part of the body on account of the injury, which will cease to exist at the end of the period of treatment and recuperation. Permanent disability can be either partial or total. Partial permanent disability refers to a person's inability to perform all the duties and bodily functions*

*that he could perform before the accident, though he is able to perform some of them and is still able to engage in some gainful activity. Total permanent disability refers to a person's inability to perform any avocation or employment related activities as a result of the accident. The permanent disabilities that may arise from motor accidents injuries, are of a much wider range when compared to the physical disabilities which are enumerated in the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995(`Disabilities Act' for short). But if any of the disabilities enumerated in section 2(i) of the Disabilities Act are the result of injuries sustained in a motor accident, they can be permanent disabilities for the purpose of claiming compensation.*

(Emphasis supplied)

42. It is has been further observed by the Hon'ble Supreme Court in *Raj Kumar Vs. Ajay Kumar & Ors.,* (2011) 1 SCC 34 that:

*"9. The percentage of permanent disability is expressed by the Doctors with reference to the whole body, or more often than not, with reference to a particular limb. When a disability certificate states that the injured has suffered permanent disability to an extent of 40% of all his four limbs, it is not the same as 40% permanent disability with reference to the whole body. The extent of disability of a limb (or part of the body) expressed in terms of a percentage of the total functions of that limb, obviously cannot be assumed to be the extent of disability of the whole body. If there is 60% permanent disability of the right hand and 80% permanent disability of left leg, it does not mean that the extent of permanent disability with reference to the whole body is 140% (that is 80% plus 60%). If different parts of the body have suffered different percentages of disabilities, the sum total thereof expressed in terms of the permanent disability with reference to the whole body, cannot obviously exceed 100%.*

*10. Where the claimant suffers a permanent disability as a result of injuries, the assessment of compensation under the head of loss of future earnings, would depend upon the effect and impact of such permanent disability on his earning capacity. The Tribunal should not mechanically apply the percentage of permanent disability as the percentage of economic loss or loss of earning capacity. In most of the cases, the percentage of economic loss, that is, percentage of loss of earning capacity, arising from a permanent disability will be different from the percentage of permanent disability. Some Tribunals wrongly assume that in all cases, a particular extent (percentage) of permanent disability would result in a corresponding loss of earning capacity, and consequently, if the evidence produced show 45% as the permanent disability, will hold that there is 45% loss of future earning capacity. In most of the cases, equating the extent* *(percentage) of loss of earning capacity to the extent (percentage) of permanent disability will result in award of either too low or too high a compensation.*

*11. What requires to be assessed by the Tribunal is the effect of the permanently disability on the earning capacity of the injured; and after assessing the loss of earning capacity in terms of a percentage of the income, it has to be quantified in terms of money, to arrive at the future loss of earnings (by applying the standard multiplier method used to determine loss of dependency). We may however note that in some cases, on appreciation of evidence and assessment, the Tribunal may find that percentage of loss of earning capacity as a result of the permanent disability, is approximately the same as the percentage of permanent disability in which case, of course, the Tribunal will adopt the said percentage for determination of compensation (see for example, the decisions of this court in Arvind Kumar Mishra v. New India Assurance Co.Ltd. - 2010(10) SCALE 298 and Yadava Kumar v. D.M., National Insurance Co. Ltd. - 2010 (8) SCALE 567).*

*12. Therefore, the Tribunal has to first decide whether there is any permanent disability and if so the extent of such permanent disability. This means that the tribunal should consider and decide with reference to the evidence:*

*(i) whether the disablement is permanent or temporary;*

*(ii) if the disablement is permanent, whether it is permanent total disablement or permanent partial disablement,*

*(iii) if the disablement percentage is expressed with reference to any specific limb, then the effect of such disablement of the limb on the functioning of the entire body, that is the permanent disability suffered by the person.*

*If the Tribunal concludes that there is no permanent disability then there is no question of proceeding further and determining the loss of future earning capacity. But if the Tribunal concludes that there is permanent disability then it will proceed to ascertain its extent. After the Tribunal ascertains the actual extent of permanent disability of the claimant based on the medical evidence, it has to determine whether such permanent disability has affected or will affect his earning capacity.*

*13.Ascertainment of the effect of the permanent disability on the actual earning capacity involves three steps. The Tribunal has to first ascertain what activities the claimant could carry on in spite of the permanent disability and what he could not do as a result of the permanent ability (this is also relevant for awarding compensation under the head of loss of amenities of life). The second step is to ascertain his avocation, profession and nature of work before the accident, as also his age. The third step is to find out whether (i) the claimant is totally disabled from earning any kind of livelihood, or (ii) whether in spite of the permanent disability, the claimant could still effectively carry on the activities and functions, which he was earlier carrying on, or (iii)* *whether he was prevented or restricted from discharging his previous activities and functions, but could carry on some other or lesser scale of activities and functions so that he continues to earn or can continue to earn his livelihood."*

(Emphasis supplied)

43. In the present case, the 30% permanent physical impairment reflected in the disability certificate is in relation to the right eye, and not with reference to the whole body, and the Petitioner has failed to bring on record any specific evidence to prove the functional disability sustained by him. In these circumstances, keeping in view the nature of the injuries sustained by the Petitioner, his functional disability is taken to be half of the affected portion of the body i.e. 15% in relation to the whole body.

44. In respect of the quantum of loss of future income on account of permanent disability, it is noted that as the time of the accident *i.e.* on 03.11.2017, the injured/Petitioner Devender @ Sunny was aged about 25 years as his date of birth is reflected as 19.11.1991 in his Aadhaar Card Ex.PW-1/3(Colly). His notional income has already been assessed to be **₹13,584/-** per month on the basis of the minimum wages payable to an unskilled worker at the time of the accident i.e. on 03.11.2017. In view of the proposition laid down in *Erudhaya Priya v. State Express Transport Corporation Ltd.*, 2020 SCC OnLine SC 601 (citing *Jagdish v. Mohan,* (2018) 4 SCC 571), the Petitioner is also entitled to the grant of future prospects. Thus, in view of the judgment in *National Insurance Company Ltd. v. Pranay Sethi,* (2017) 16 SCC 680, 40% of the established income is to be added to the monthly income towards future prospects, if the

injured is aged less than 40 years. That being so, an amount of ₹5,433.6/- shall be added to the notional monthly income, and thus the monthly income inclusive of the future prospects comes to be ₹19,017.6/- and the annual income comes to be ₹2,28,211.2/-.

45. Further, as the Petitioner was aged about 25 years at the time of the accident, a multiplier of 18 shall be applicable (Ref: *Sarla Verma & Ors. Vs. Delhi Transport Corporation & Anr.,* (2009) 6 SCC 121) and therefore, the notional income of the Petitioner/ injured comes to be ₹41,07,801.60/- (₹2,28,211.60/- x 18).

46. ***As the functional disability of the Petitioner has been taken to 15%, the loss of future earnings on account of permanent disability caused to the Petitioner arising out of the accident comes to be ₹6,16,170/- (rounded off from ₹6,16,170.24/-) (i.e.15% of the notional income) and the Petitioner/injured is awarded the same.***

### ***(iii) Future medical expenses.***

47. The Petitioner has not led any evidence as to any foreseeable medical expenses arising in the future due to the injury sustained by him in the accident. Hence, no amount is awarded to him under this head.

### ***B. Non-pecuniary damages (General Damages)***
### ***(iv) Damages for pain, suffering and trauma as a consequence of the injuries.***

48. In respect of the damages under this head, it is noted that the

factum of the petitioner/injured having sustained grievous injuries with 30% permanent disability in his right eye already stands proved. Due to the nature of injuries and considering the age of the Petitioner/injured at the time of the accident, it can safely be inferred that he must have suffered pain and trauma due to the accident. Accordingly, a lump sum amount of ***₹25,000/- is granted in favour of the Petitioner towards damages for pain, suffering and trauma as a consequence of the injuries.***

***(v) Loss of amenities (and/or loss of prospects of marriage, disfiguration).***

49. In the present case, as the Petitioner has sustained grievous injury in the accident resulting in 30% disability in relation to his right eye, it cannot be ignored that he faces a possibility of denial of enjoyment of the simple pleasures of life and companionship as well as enjoyment of life. That being so, ***a sum of ₹25,000/- is awarded to the Petitioner/ injured towards loss of amenities.***

***(vi) Loss of expectation of life (shortening of normal longevity).***

50. No evidence has been brought on record by the petitioners to show as to whether there is any loss of expectation of life due to the injuries sustained by the Petitioner in the accident. That being so, no amount is awarded to the petitioner under this head.

51. For the sake of convenience, the amount as awarded to the Petitioner is summarized as under:-

| S. No. | HEAD | AMOUNT |
|---|---|---|
| 1. | Treatment / medicine expenses | ₹27,000/- |
| 2. | Hospitalization expenses | |
| 3. | Special Diet | ₹25,000/- |
| 4. | Misc expenses/ Attendant charges | ₹15,000/- |
| 5. | Transport/conveyance | ₹15,000/- |
| 6. | Loss of earning during hospitalization | ₹3,622/- |
| 7. | Loss of future earnings on account of permanent disability | ₹6,16,170/- (rounded off) |
| 8. | Future medical expenses | N.A. |
| 9. | Damages for pain, suffering and trauma as a consequence of the injuries | ₹25,000/- |
| 10. | Loss of amenities and loss of marriage prospects | ₹25,000/- |
| 11. | Loss of expectation of life | NIL |
| | **TOTAL** | **₹7,51,792/-** |

52. It is pertinent to note here that the Respondent No.1 and 2 had raised the plea of contributory negligence of the Petitioner in their reply. However, it is to be borne in mind that to arrive at a finding of contributory negligence, the test to be applied is what was or what were the causes of damages i.e. the act of omission amounting to want of ordinary care or in defiance of duty or obligation on the part of the complaining party which, conjointly with the other party's negligence, was the proximate cause of the accident. Strength for this interpretation is drawn from *Ajay Kumar Vs Deepak Kumar,* MAC APP.23/20217 decided on 27.7.2017 decided by the Hon'ble High Court of

Delhi.

53. Thus, to avail the benefit of deduction on account of contributory negligence, it was still for the Respondents to lead evidence to prove the facts constituting negligence on the part of the Petitioner as well as, as to it being the proximate cause of the accident. But, for reasons best to them, the Respondents has not led any independent evidence to prove that the Petitioner was driving on the wrong side of the road or as to the manner of his contribution to the accident. Thus, in the absence of any positive evidence having been led by Respondents, the plea of contributory negligence is hereby rejected.

54. In respect of entitlement of the Petitioner to interest on the awarded amount, it is duly noted that in the present matter is pending since 05.04.2018 and the rate of interest of fixed deposits in Nationalized banks has fluctuated several times during the pendency of the present proceedings. Thus, in the interest of justice and keeping in view the principles discussed in order dated 21.04.2023 passed by the Hon'ble Delhi High Court in United India Insurance Co. Ltd. vs. Baby Raksha & Ors, MAC APP. No. 36/2023, the Petitioner is awarded interest **@ 7.5% per annum, from the date of filing of DAR, that is, with effect from 05.04.2018 to 01.02.2020 i.e. till the date of closing of DAR i.e. ₹1,02,745/- (rounded off) and from 11.09.2023 (date of restoration) till the date of the award i.e. ₹1,43,624/- (rounded off).** The amount of interim award, if any, be deducted from the above amount, if the same has already been paid to the Petitioner.

## ***Liability***

55. As already stated above, Respondent No.1 being the driver and principal tortfeasor; and Respondent No.2 being owner of the offending vehicle being vicariously liable for the acts of Respondent No.1, are jointly and severally liable to pay the awarded amount of compensation to Petitioner. However, since the offending vehicle was insured with Respondent No.3 at the time of accident and the Respondent No.3 / Insurance Company has not raised any statutory defence in denial of their liability, hence, the Respondent No.3 shall be liable to pay the compensation amount to the Petitioner. Issue No. 2 and 3 are decided accordingly.

## ***Disbursement/ Release***

56. Despite directions/ opportunity, the Petitioner did not appear for recording of his Financial Statement.

57. While deciding the quantum and manner of disbursement of the awarded amount, the following directions given by the Hon'ble Delhi High Court vide orders dated 07.12.2018 & 08.01.2021 in FAO No. 842/2003 titled *Rajesh Tyagi & Ors. Vs. Jaivir Singh & Ors.* have to be borne in mind:

> *"(i) The bank shall not permit any joint name to be added in the saving account or fixed deposit accounts of the claimants i.e. saving bank accounts of the claimants shall be an individual saving bank account and not a joint account.*
> *(ii) Original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by bank to the claimants.*
> *(iii) The maturity amount of the FDRs be credited by the ECS in*

*the saving bank account of the claimant near the place of their residence.*
*(iv) No loan, advance or withdrawal or premature discharge be allowed on the fixed deposits without the permission of the court.*
*(v) The concerned bank shall not issue any cheque book and/or debit card to claimants. However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall debit card(s) freeze the account of claimants so that no debit card be issued in respect of the account of claimants from any other branch of the bank.*
*(vi) The bank shall make an endorsement on the passbook of the claimant to the effect, that no cheque books and/or debit card have been issued and shall not be issued without the permission of the Court and the claimant shall produced the passbook with the necessary endorsement before the Court for compliance."*

(Emphasis Supplied)

58. Thereafter, in *Parminder Singh vs Honey Goyal,* S.L.P. (C) No. 4484 OF 2020 as decided by the Hon'ble Supreme Court of India on 18 March, 2025 it has been further directed that:

*"17. The case in hand pertains to the compensation awarded under the Motor Vehicles Act. The general practice followed by the insurance companies, where the compensation is not disputed, is to deposit the same before the Tribunal. Instead of following that process, a direction can always be issued to transfer the amount into the bank account(s) of the claimant(s) with intimation to the Tribunal.*
*17.1 For that purpose, the Tribunals at the initial stage of pleadings or at the stage of leading evidence may require the claimant(s) to furnish their bank account particulars to the Tribunal along with the requisite proof, so that at the stage of passing of the award the Tribunal may direct that the amount of compensation be transferred in the account of the claimant and if there are more than one then in their respective accounts. If there is no bank account, then they should be required to open the bank account either individually or jointly with family members only. It should also be mandated that, in case there is any change in the bank account particulars of the claimant(s) during the pendency of the claim petition they should update the same before the Tribunal. This should be ensured before passing of the final award. It may be ensured that the bank account should be in the name of the claimant(s) and if minor, through guardian(s) and in no case it should be a joint account with any person, who is not a family member. The transfer of the amount in the bank account, particulars of which have been furnished by the*

*claimant(s), as mentioned in the award, shall be treated as satisfaction of the award. Intimation of compliance should be furnished to the Tribunal.”*

(Emphasis supplied)

59. In view of the same, the award amount can now be disbursed in the Savings Bank Account of the Petitioner. However, the remaining directions as passed by the Hon’ble Delhi High Court shall be complied with.

60. In view of the aforesaid directions, in respect of the disbursement of the awarded amount, it is directed that upon realization of the awarded amount of ₹9,98,161/- (Rupees Nine Lakhs Ninety Eight Thousand One Hundred and Sixty One Only) inclusive of interest (rounded off), a sum of ₹1,37,161/- (Rupees One Lakh Thirty Seven Thousand One Hundred and Sixty One only) **shall be released to the Petitioner immediately** in his Bank Account to be furnished by him within two weeks of the award with intimation to the Respondent No.3/ Insurance Company.

61. The amount of ₹8,60,000/- (Rupees Eight Lakhs Sixty Thousand Only) shall be put in **43 monthly fixed deposits** in his name in his account as mentioned above of equal amount of **₹20,000/- (Rupees Twenty Thousand only)** each for a period of **01 month to 43 months respectively**, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred in his saving account maintained in the nationalized bank

situated near the place of his residence.

62. The balance sum of ₹1,000/- be transferred by the concerned Bank Manager, Tis Hazari Courts, Delhi in the account of Treasury as a sum of ₹1,000/- was paid as diet money to the court witness.

63. The Respondent No.3 / ICICI Lombard General Insurance Co. Ltd is directed to deposit the **awarded sum of** ₹9,98,161/- (Rupees Nine Lakhs Ninety Eight Thousand One Hundred and Sixty One Only) inclusive of interest **within 30 days** by way of NEFT or RTGS mode in the account of this Tribunal maintained with SBI, Tis Hazari Courts, Delhi (account holder's name- Motor Accident Claims Tribunal 02 Central, A/C No. 40743576901, IFSC Code SBIN0000726) under intimation to the petitioners as well as this Tribunal in terms of the format for remittance of compensation as provided in *Divisional Manager Vs. Rajesh,* 2016 SCC Online Mad. 1913 (and reiterated by Hon'ble Supreme Court in the orders dated 16.03.2021 and 16.11.2021 titled as *Bajaj Allianz General Insurance Co. Pvt. Ltd. Vs. Union of India & Ors*), failing which the said respondent shall be liable to pay interest @ 12 % per annum for the period of delay beyond 30 days. (Ref: *Oriental Insurance Company Ltd. Vs. Niru @ Niharika & Ors.* SLP no. 22136 of 2024 decided on 14.07.2025 by the Hon'ble Supreme Court.).

64. The concerned Manager is directed to keep the deposited amount in an interest bearing FD till the time that the Petitioner furnishes his bank account details, whereafter, the amount with

accrued interest be released to the Petitioner as per the award upon completion of necessary formalities as per the rules. The concerned Bank Manager of the bank of the Petitioner is also directed to keep the amount in fixed deposits as per the directions given in the award and to send a compliance report to this court. He is also directed to ensure that no loan, advance or pre mature discharge is allowed on the fixed deposit without an order of this court.

65. The Petitioner is directed to serve a copy of the Award upon the Manager of his bank for compliance, and file the receiving thereof in the Tribunal.

66. The summary of the award as per Form XVI of the Annexure XIII and particulars of compliance of the Provisions of the Scheme as per Form XVII of the Central Motor Vehicles Rules, 1989 as amended by the Central Motor Vehicles (Fifth Amendment) Rules, 2022, are also annexed with this Award as Annexure A and B respectively, and shall form a part of this award.

67. A digital copy of this award be forwarded to the parties free of cost.

68. Ahlmad is directed to send the copy of the award to Ld. Judicial Magistrate First Class concerned and Delhi Legal Services Authority in view of Central Motor Vehicles (Fifth Amendment) Rules, 2022 [(Directions at serial nos. 39, 40 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A)].

69. Ahlmad is further directed to comply with the directions passed by the Hon'ble High Court of Delhi on 06.01.2021 in MAC APP No. 10/2021 titled as *New India Assurance Company Ltd.* Vs. *Sangeeta Vaid & Ors.*, regarding digitization of the records.

70. Ahlmad is directed to e-mail an authenticated copy of the award to the insurer as directed by the Hon'ble Supreme Court of India in WP (Civil) No. 534/2020 titled as *Bajaj Allianz General Insurance Co. Pvt. Ltd.* Vs. *Union of India & Ors.* on 16.03.2021 and also e-mail an authenticated copy of the award to Branch Manager, SBI, Tis Hazari Courts for information.

71. Nazir is directed to maintain the record in Form XVIII in view of Central Motor Vehicles (Fifth Amendment) Rules, 2022 [(Directions at serial no. 41 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A).

72. This file be consigned to the Record Room after necessary compliance.

73. A separate file be prepared for compliance report and put up the same on **28.04.2026.**

**Announced in the Open Court today i.e. on 28th March 2026**

POOJA AGGARWAL

Digitally signed by POOJA AGGARWAL
Date: 2026.03.28 17:01:35 +0530

**(POOJA AGGARWAL)**
**Presiding Officer, MACT-02 (Central)**
**Tis Hazari, Delhi**

## ANNEXURE A

## FORM – XVI, Central Motor Vehicles (Fifth Amendment) Rules, 2022 (part of Annexure XIII. Ref: Rule 150A)

## SUMMARY OF THE COMPUTATION OF AWARD AMOUNT IN INJURY CASES TO BE INCORPORATED IN THE AWARD

| | | |
|---|---|---|
| 1. | Date of accident | : 03.11.2017 |
| 2. | Name of the injured | : Devender @ Sunny |
| 3. | Age of the injured | : 25 years |
| 4. | Occupation of the injured | : Driver |
| 5. | Income of the injured | : Assessed on the basis of Minimum Wages of unskilled worker prevailing in Delhi at the relevant time. |
| 6. | Nature of injury | : Grievous |
| 7. | Medical treatment taken by the injured | : As per record |
| 8. | Period of hospitalisation | :03.11.2017 to 11.11.2017 |
| 9. | Whether any permanent disability? If yes, give details | : Yes, permanent physical disability of 30% in relation to right eye |

| **10.** | **Computation of Compensation** | |
|---|---|---|
| **S.No.** | **Heads** | **Awarded by the Claims Tribunal** |
| 11. | Pecuniary Loss: | |
| (i) | Expenditure on treatment | ₹27,000/- |
| (ii) | Expenditure on conveyance | ₹15,000/- |
| (iii) | Expenditure on special diet | ₹25,000/- |
| (iv) | Cost of nursing/attendant/ | ₹15,000/- |

| | | |
|---|---|---|
| | misc expenses | |
| (v) | Cost of artificial limb | -- |
| (vi) | Loss of earning capacity | -- |
| (vii) | Loss of income | ₹3,622/- |
| (viii) | Any other loss which may require any special treatment or aid to the injured for the rest of his life | NIL |
| 12. | Non-Pecuniary Loss: | |
| (i) | Compensation for mental and physical shock | ₹25,000/- |
| (ii) | Pain and suffering | |
| (iii) | Loss of amenities of life | ₹25,000/- |
| (iv) | Disfiguration | |
| (v) | Loss of marriage prospects | |
| (vi) | Loss of earning, inconvenience, hardships, disappointment, frustration, mental stress, dejectment and unhappiness in future life etc. | -- |
| 13. | Disability resulting in loss of earning capacity: | |
| (i) | Percentage of disability assessed and nature of disability as permanent or temporary | Permanent physical disability of 30% in relation to right eye |
| (ii) | Loss of amenities or loss of expectation of life span on account of disability | -- |
| (iii) | Percentage of loss of earning capacity in relation to disability | 15% |
| (iv) | Loss of future Income - (Income × % Earning | ₹6,16,170/- (rounded off) |

| | | |
|---|---|---|
| | Capacity = Multiplier) | |
| 14. | TOTAL COMPENSATION | ₹7,51,792/- (rounded off) |
| 15. | INTEREST AWARDED | 7.5% p.a. |
| 16. | Interest amount up to the date of award | ₹2,46,369/- (rounded off) |
| 17. | Total amount including interest | ₹9,98,161/- (rounded off) |
| 18. | Award amount released | ₹1,37,161/-<br><br>₹1,000/- be deposited in Treasury |
| 19. | Award amount kept in FDRs | ₹8,60,000/- |
| 20. | Mode of disbursement of the award amount to the claimant(s) | Mentioned in the award |
| 21. | Next date for compliance of the award | 28.04.2026 |

1. Prepared as per award dated 28.03.2026.

2. A separate file was ordered to be prepared by the Nazir with directions to put up the same on **28.04.2026.**

POOJA AGGARWAL
Digitally signed by POOJA AGGARWAL
Date: 2026.03.28 17:01:51 +0530

**(POOJA AGGARWAL)**
**Presiding Officer, MACT-02 (Central)**
**Tis Hazari, Delhi**
**28.03.2026**

## ANNEXURE B

**FORM – XVII, Central Motor Vehicles (Fifth Amendment) Rules, 2022 (part of Annexure XIII. Ref: Rule 150A)**

**Compliance of provisions of Scheme to be mentioned in the Award**

| | | |
|---|---|---|
| 1. | Date of the accident | 03.11.2017 |
| 2. | Date of filing of ***Form-I – First Accident Report (FAR)*** | N.A. |
| 3. | Date of delivery of ***Form-II*** to the victim(s) | N.A. |
| 4. | Date of receipt of ***Form-III*** from the Driver | N.A. |
| 5. | Date of receipt of ***Form-IV*** from the Owner | N.A. |
| 6. | Date of filing of the ***Form-V-Interim Accident Report*** **(IAR)** | N.A. |
| 7. | Date of receipt of ***Form-VIA*** and ***Form-VIB*** from the Victim(s) | N.A. |
| 8. | Date of filing of ***Form-VII – Detailed Accident Report*** **(DAR)** | 05.04.2018 |
| 9. | Whether there was any delay or deficiency on the part of the Investigating Officer? If so, whether any action/ direction warranted? | Yes |
| 10. | Date of appointment of the Designated Officer by the Insurance Company | Not mentioned |
| 11. | Whether the Designated Officer of the Insurance Company submitted his report within 30 days of the DAR? | No |
| 12. | Whether there was any delay or deficiency on the part of the Designated officer of the Insurance Company? If so, whether any action/ direction warranted? | Yes.<br>No |
| 13. | Date of response of the petitioner(s) to | N.A. |

| | | |
|---|---|---|
| | the offer of the Insurance Company. | |
| 14. | Date of the award | 28.03.2026 |
| 15. | Whether the petitioner (s) was/were directed to open savings bank account(s) near their place of residence? | Yes |
| 16. | Date of order by which claimant(s) was/were directed to open savings bank account(s) near his place of residence and produce PAN Card and Adhaar Card and the direction to the bank not issue any cheque book/debit card to the claimant(s) and make an endorsement to this effect on the passbook. | 05.04.2018 |
| 17. | Date on which the claimant(s) produced the passbook of their savings bank account near the place of their residence along with the endorsement, PAN Card and Adhaar Card? | N.A. |
| 18. | Permanent Residential Address of the Claimant(s). | H. No. K-211, J.J.Colony, Wazirpur, Delhi. |
| 19. | Whether the claimant(s) savings bank account(s) is near his place of residence? | N.A. |
| 20. | Whether the claimant(s) were examined at the time of passing of the award to ascertain his/their financial condition? | Petitioner did not appear for recording of financial statement |

POOJA AGGARWAL
Digitally signed by POOJA AGGARWAL
Date: 2026.03.28 17:02:08 +0530

**(POOJA AGGARWAL)**
**Presiding Officer, MACT-02 (Central)**
**Tis Hazari, Delhi**
**28.03.2026**