Presented on :14.10.2021
Decided on : 20.04.2026
Duration : 4-Y, 6-M, 6-D.

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL, MUMBAI.

(Presided Over by Smt. R. R. Patwari, Member, C.R. No.5.)

APPLICATION NO.1350 OF 2021 **EXH**

1. Mrs. Sunanda Vishnu Higmire
Age about 58 years
Widow of the applicant

Residing at :-
CST No.8, A/2, B/601, Sai Tulsi CHS,
V.B.Phadke Marg, Mulund (E)
Mumbai-400 081

2. Mrs.Dipali Ratnakar Dombe
Aged about 39 years
Daughter of the applicant
Residing at :-
H/3, Surji Vallabhadas Compound,
Station Road, Near Cipla Compound,
Vikhroli (W), Mumbai – 400 083.

3. Mrs.Kirti Yogesh Bhinge
Aged about 38 years,
Daughter of the applicant
Residing at :-
Near Ganesh Mandir, Shukrwar Peth,
Phaltan, Satara-415 523. …Claimants.

VERSUS

Mr.R.Vinodkumar Syamlal Gupta
Room No.450, Babu Jagjivan Ramnagar,
Dumping Road, Near Krishna Diary,
Mulund (W), Mumbai,
Maharashtra, India-400 080
(Owner of M.Scooter No. MH-03-DL-8828)…Opposite Party.

AND

Reliance Gen. Ins. Co. Ltd.,
4th Floor, Chintamani Avenue,
Off.Western Express Highway,
Next To Virwani Industrial Estate,
Goregaon (East), Mumbai -400 063
[Insurer of M.Scooter No.MH-03-DL-8828]
[Policy No. 110821923750083058]
Valid from:
Section I : 09.12.2019 to 08.12.2024
Section II : 09.12.2019 to 08.12.2024. ... Insurer.

Appearance:

Advocate B.H.Trivedi - for the Claimant
Advocate S.D.Gaikwad - for the Insurer
(Opposite Party- *Ex-parte*).

JUDGMENT

(Delivered on 20th April, 2026.)

By this application under Section 166 of the Motor Vehicles Act, 1988 (for short, "the M. V. Act"), the claimants/legal heirs of deceased Vishnu Kashinath Higmire are seeking compensation of Rs.3,00,000/- or just compensation on account of death of Vishnu caused in a motor vehicular accident dated 30.07.2021. Claimant No.1 is wife and claimant Nos.2 and 3 are daughters of the deceased.

2. Initially, the claim was filed by the injured Vishnu Kashinath Higmire himself seeking compensation on account of injuries sustained in the accident dated 30.07.2021. He died pending the claim proceeding. Therefore, his legal heirs i.e. present claimant Nos. 1 to 3 came to be substituted with contention that the injured claimant has died consequent to the accidental injuries and therefore, they are entitled to claim

compensation being his legal heirs. The Insurer has categorically disputed the contention of the claimants and claimed that the claim should be treated as personal injury case and it be decided accordingly. The issue between the parties will be dealt with in the later part of the judgment.

Briefly stated facts are:

3. On 30.07.2021 at around 12:00 hrs., a motor Scooter No.MH-03-DL-8828 gave dash to deceased Vishnu while he was crossing the road opposite to Sarvajanik (Public) Toilet, Jatashankar Dosa Marg, Mulund (E), Mumbai. As a result, he fell onto the road and sustained severe injuries. He was initially taken to the Spandan Hospital, Mulund (E) and on the same day he was shifted and admitted in the Chatrapati Shivaji Maharaj Hospital, Thane Municipal Corporation. Later on, he was given treatment in various hospitals. He died on 15.05.2022 while under treatment in the Dr. D. Y. Patil, Hospital.

4. The accident was occurred due to rash and negligent driving of the motor Scooter. Therefore, Crime No.846/2021 dated 30.07.2021 came to be registered in the Mulund Police Station, Mumbai based upon the report lodged by deceased Vishnu himself against driver of the motor Scooter bearing No.MH-03-DL-8828 (hereinafter referred to as “the offending vehicle”) for causing accident due to rash and negligent driving.

5. At the time of the accident, the deceased was 70 years old, a painter. Due to the accidental injuries, he suffered unbearable pain and his expectation of life was shortened. Therefore, the claim deserves to be allowed granting compensation.

6. The offending vehicle belonged to the opposite party

and it was duly insured with the Insurer, at the relevant time of the accident. Therefore, the owner and the Insurer, both are liable to pay compensation to the claimants under joint and several liability.

7. The opposite party remained absent in spite served with notice vide Exh.10, hence, the matter proceeded *ex-parte* against him.

8. The Insurer, the Reliance General Insurance Co. Ltd. filed written statement vide Exh.11 and additional written statement vide Exh.20, filed after amendment in the claim-application (Exh.01). The Insurer has not disputed the insurance policy covering risk of the offending vehicle at the relevant time, however, contended that the driver of the insured vehicle was not holding valid and effective driving license at the time of the accident and has thereby committed breach of policy terms and conditions. It has denied the allegations that the insured vehicle was involved in the accident and it was driven in rash and negligent manner and that the accident was registered in the Mulund Police Station. The insurer has denied the fatal injury sustained by the victim in the accident and contended that there was no nexus between the accidental injuries and death of deceased Vishnu.

9. The Insurer has denied age and occupation of the deceased and his hospitalization for treatment. According to the Insurer, the claim is exorbitant and liable to be dismissed.

10. In order to substantiate the claim, the claimants have examined Smt. Sunanda Vishnu Higmire as AW1 vide Exh.24, Mr. Anant Baban Vairat as AW2 vide Exh.43, Dr. Ahmed Sohrab

Yusuf Rasheed as AW3 vide Exh.52, and Dr. Sunil Shetty as AW4 vide Exh.59. The claimants have produced following documents:

Documents	Exhibits
Certified copy of FIR	27
Certified copy of Statement of deceased Vishnu Kashinath Hingmare	28
Certified copy of Spot Panchanama	29
Certified copy of Insurance Policy	30
Certified copy of vehicle particulars	31
Certified copy of PUC Certificate	32
Certified copy of death certificate of injured Vishnu K.Hingmare	33
Verified Medical Certification of Cause of Death	34
Verified copies of Aadhar Cards and PAN cards of the Lrs of the deceased Vishnu	35 colly.
Original Discharge Card of Ch.Shivaji Maharaj Hospital	36
Original Discharge Card of KEM Hospital	37
Medical papers of Spandan, Aditi, D.Y.Patil Hospitals	38 colly
Medical bills of Rs.48,276.36/-	39 colly
Authority letter of AW2 from D.Y.Patil Hospital	44
Employment ID card of AW2	45
Verified Aadhar Card of AW2	46

Copy of Advance Receipt of Rs.4,350/-	47 colly.
IPD papers of Dr.D.Y.Patil Hospital	48 colly.
Authority letter of AW3 from D.Y.Patil Hospital	53
ID Card of AW3	54
IPD papers of injured Vishnu Higmire of Dr.DY Patil Hospital	55 colly
Authority letter of AW4 from Dr.D.Y.Patil Hospital	60
Driving licence of AW4	61
Advance Receipts of Rs.4350/-	62 colly.

11. The Insurer has examined its officer Mr.Aditya Sharma as DW1 vide Exh.65 and Mr.Mayur Ashok Mokal, RTO,Wadala, as DW2 vide Exh.73 in support of its contentions. The Insurer has produced following documents:

Insurance Policy.	**66**
Driving Lerner License of driver of offending vehicle.	**67**
Notice under S. 134 (C) of the M. V. Act issued to the insured owner of offending vehicle along with track report.	**68**
Certificate under Section 63 of the BSA.	**69**
Authority letter of DW2 from RTO Wadala	**74**
Extract of Learners License No.MH03/0027865/2021 of Ratan Gupta	**75**
Extract of Driving License of DL No.MH03/20220038511 of Ratan Gupta	**76**
Certificate u/s.63	**77**

12. I have heard learned Advocate B. H. Trivedi appearing for the claimants and learned Advocate S. D. Gaikwad appearing for the Insurer. I have gone through the written notes of argument filed by the claimants vide Exh.80.

13. The learned advocate appearing for the claimants has argued vehemently as per the written notes of argument placed vide Exh.80. Therefore, the same is not reproduced here. The gist of his argument is that, the accident had occurred due to rash and negligent driving of rider of the offending vehicle who hit the pedestrian crossing the road. The deceased sustained grievous injuries in the accident. He was under continuous treatment till death and died while undergoing treatment in the hospital. The evidence of doctors show nexus between accidental injuries and proximate cause of death. There is no evidence to rebut the same. Therefore, the claim cannot be considered and decided as injury case but fatal one. The claimants are dependent legal heirs of the deceased. Therefore, they are entitled to compensation. He has placed reliance on the following judgments in support of his contentions:

1. Nilima Vs. Bajaj Allianz General Ins. Co.Ltd. And Anr., 2025 ACJ 1727
2. Cholamandalam MS General Ins. Co.Ltd. Vs. Charu Ashok Khandal and ors., 2024 ACJ 1022
3. Chandra and Anr. Vs. Mukesh Kumar Yadav and Ors., 2021 ACJ 2554
4. Branch Manager United India Ins.Co.Ltd. Vs. Palaniammal and Ors., 2023 ACJ 833
5. Babita Singh Vs.New India Ass. Co.Ltd. And Ors., 2024 ACJ 223

14. On the other hand, learned Advocate appearing for the Insurer submitted that there was no negligence on the part of

rider of the motor Scooter and the motor Scooter has been falsely implicated in this case to grab compensation from the Insurer. The claim was filed by the injured seeking compensation for himself on account of injuries sustained in the accident. He died after many days after filing of the claim. There was no nexus at all between the accidental injuries and his death. The accident occurred on 30.07.2021 and the injured has died on 15.05.2022 i.e. after 253 days. The injured had sustained injuries only to his right leg and not to any vital part. The cause of death reflects that he died due to a) Acute Coronory Syndrome with Dariogenic shock secondary to Anterior wall MI; b)Severe sepsis with multi organ Dysfunction snydrome and c.Osteomyalitis of right proximal 1/3 Tibia with discharging sinus over Anterior aspect of right leg(6cm X 3cmX3Cm) Known c/o.Epilepsy/Asthma. Therefore, he cannot be said to have died due to the accident. There is no connection of the injuries sustained by the injured and cause of death. The dead-body of the injured was not subjected to post-mortem which could have revealed cause of death. Therefore, there is no reason to accept the plea that the death was resulted as a consequence of the accidental injuries. The claim has to be decided as injury case, accordingly. He further submitted that the rider of the motor scooter was not holding valid and effective driving license at the time of the accident and has thereby committed breach of terms and conditions of the insurance policy which absolves the Insurer from liability. Therefore, the Insurer has to be absolved from the liability and the entire liability has to be fastened only against the owner of the offending vehicle. The claim-application, therefore, deserves to be dismissed against the Insurer.

15. The learned advocate for the Insurer has placed reliance on the following judgment:

> Haseena and Ors. Vs. United India Insurance Co.Ltd., 2025 ACJ 2132

16. I have considered the submissions and perused the record. Considering the rival contentions of the parties, learned Predecessor framed issues vide Exh.21 on 16.02.2024. I have recorded my finding thereon for the reasons to follow:

Nos.	Issues	Findings
1	Whether the applicants prove that the original applicant/injured sustained grievous injuries and permanent disability in the vehicular accident occurred on 30.07.2021 at about 12.00 hrs. Opp.Sarvajanik (Public) toilet, Jatashankar Dosa Marg, Mulund (W), Mumbai-400 080, due to rash and negligent driving of motor scooter no.MH-03-DL-8828?	Yes.
2	Whether the insurer proves that there is any breach of terms and conditions of the insurance policy regarding valid and effective driving licence ?	No.
3	Are the applicants entitled to compensation ? If yes, to what extent and from whom ?	Yes, as per final order.
4	What order ?	As per final order.

REASONS

Issue Nos.1 to 3 …[All these issues are interlinked, hence taken together for discussion to avoid repetition.]

17. In her evidence affidavit, AW1 has reiterated the

contents of the claim-application. She has specifically stated that the accident occurred due to rash and negligent driving of rider of the offending vehicle. Her husband was crossing the road when the rider hit him by driving his vehicle carelessly without paying attention to the pedestrians crossing the road. The deceased was hospitalized in various hospitals for treatment and he was under continuous treatment till death. She stated that huge expenditure was incurred for his treatment. In cross-examination, she admitted that the deceased had sustained injuries only to his legs. She denied the suggestion that there was no nexus between the accidental injuries and cause of death of her husband. Apart from this, nothing contrary to the version of claimants that the accident occurred due to rash and negligent driving of the offending vehicle while the deceased was crossing the road and he sustained severe injuries in the accident, could be brought on record.

18. The police papers show that Crime No. 846/2021 dated 30.07.2021 came to be registered in the Mulund Police Station, Mumbai against the rider of the Motor Scooty bearing No. No.MH-03-DL-8828 based upon the report lodged by the deceased himself. He has stated in the FIR that on 30.07.2021 at around 12.00 hrs, the motor Scooty bearing No.MH-03-DL-8828 struck him while he was crossing the road at Jatashankar Dosa Marg, he fell down and realized severe pain in his right leg. The rider of the Scooty and one more person helped him to the hospital.

19. There was prompt FIR. The spot panchanama (Exh.29) also supports the contents of the FIR. The police papers, thus, support the case of the claimants that the accident took

place due to negligence of driver of the offending vehicle.

20. The claimants have produced treatment papers/discharge card/follow up card of the deceased of Chatrapati Shivaji Maharaj Hospital Thane Municipal Corporation (Exh.36), K.E.M. Hospital (Exh.37), Chandraganga Spandan Hospital, Aditi hospital and Dr. D.Y. Patil Hospital (Exh.38, collectively) which show that the deceased had history of RTA (Road Traffic Accident) and had sustained right proximal 1/3rd Tibia Fibula.

21. The claimants have examined AW2, AW3 and AW4 from the Dr. D. Y. Patil Hospital where the deceased was lastly admitted for treatment. They have proved on record the treatment papers and other relevant medical record of the deceased from the said hospital. The evidence brought on record collectively shows that the deceased was admitted in the said hospital 12.04.2022 with complaint of non-union fracture of right proximal 1/3rd Tibia Fibula and discharge in sinus over anterior defect of leg with external fixture in sinus. He died on 15.05.2022 while undergoing treatment. The medical papers of the deceased clearly show that the deceased had sustained right proximal 1/3rd Tibia and Fibula, as stated by the claimants.

22. The opposite party chose to remain absent and has not disputed ownership over the offending vehicle or involvement of his vehicle in the accident or the material allegation that the vehicle was driven rashly and negligently causing injury to a pedestrian in the accident. The Insurer also has, although, denied its liability on various grounds, it has not disputed occurrence of the accident resulted in causing severe injuries to the pedestrian.

23. Negligence means failure to exercise required degree of care which is expected of a prudent driver. When a motor vehicle is being driven with reasonable care, it would ordinarily not meet with accident. The very fact that the driver of the offending vehicle drove the vehicle recklessly, at a high speed and hit an old pedestrian crossing the road, indicates negligence on the part of the driver. Hence, Crime No. 846/2021 came to be registered against the driver of the offending vehicle. There is nothing on record to believe that the driver has been falsely implicated in this case.

24. In view of above, the claimants have been able to prove on the basis of pre-ponderance of probabilities that the accident dated 30.07.2021 was occurred due to rash and negligent driving of driver of the offending vehicle- motor Scooter bearing No. MH-03-DL-8828 and the deceased sustained grievous injuries in the said accident.

25. Now coming to the question, whether the deceased has died consequent to the accidental injuries or due to some other cause. According to the claimants, the deceased had sustained right Proximal Tibia Fracture (Infected non-union) and right Proximal Fibula Fracture (Infected non-union) which led to his untimely death. The deceased was initially admitted in the Spandan Hospital, Mulund (E) however, due to paucity of funds, they shifted him in the Chatrapati Shivaji Maharaj Hospital, Thane on the same day on 30.07.2021 where he was admitted till 03.09.2021. After that he taken treatment as outdoor patient in Aditi Hospital on 12.11.2021 and thereafter he was admitted in K.E.M. Hospital on 15.11.2021 and was discharged on 10.01.2022. After that he was admitted in Dr. D. Y. Patil Hospital

on 12.04.2022 where he died on 15.05.2022 while under treatment.

26. The Cause of Death Certificate (Exh.34) dated 15.05.2022 issued from the D. Y. Patil Hospital describes the cause of death as, Immediate Cause- Acute Coronary Syndrome with Cardiogenic Shock

a) Secondary to Anterior Wall MI
   due to (as a consequence of),
b) Antecedent Cause- Severe Sepsis with Multiorgan Dysfunction Syndrome
   due to (as a consequence of),
c) Osteomyelitis of Right Proximal 1/3rd Tibia with Discharging Sinus over Anterior aspect of Right Leg (6cm x 3cm x 3cm)- K/C/O (Known case of)Epilepsy/Asthma.

27. AW4, Dr. Sunil Shetty, Orthopedic Surgeon, Dr. D. Y. Patil Hospital, Nerul, Mumbai, the treating doctor of deceased Vishnu at the relevant time of his death has stated that deceased Vishnu was admitted in the Dr. D. Y. Patil Hospital on 12.04.2022 till 15.05.2022. He had infection of non-union of the right proximal tibia and fibula. Since the wound was infected, the patient had discharging signs. Wound debridement with ilizarov ring fixation was done. He was operated on 13.05.2022 for the infected non-union. Forth surgery, his saturation was fell down and he was subsequently shifted to the ICU. He stated that such non-union of tibia and fibula may cause death of the patient. Some injuries might have caused multiple systemic complications. He further stated that the patient was a smoker and it is one of the risk factors. The prolonged bed immobilization could be one of the reasons of death of the

patient. There was no direct nexus between the non-union of tibia and fibula and death of the patient but indirectly there was nexus.

28. In cross-examination he was given suggestion that the patient (deceased Vishnu) was admitted in the Dr. D. Y. Patil Hospital for non-union of tibia and fibula. He stated age of the patient at the time of accident was 73 years. He was suggested that generally, the strength/power of human body organs starts reducing after 60 years of age, however, it depends on the health of every individual. He denied the suggestion that the cause of death Certificate does not disclose that the death was resulted due to non-union of tibia fibula. He further stated that death of said patient was natural and the dead-body was not sent for post-mortem.

29. If the evidence of AW4, as a whole, is considered, he has specifically stated that the deceased was admitted in the Dr. D. Y. Patil Hospital with complaint of infection of non-union of the right proximal tibia and fibula which is not a disputed fact, in view of his cross-examination. It is also not a disputed fact that in the accident the deceased had sustained injury to right leg i.e. right proximal fracture of tibia and fibula which subsequently has developed into infection of non-union of the right proximal tibia and fibula. AW4 has specifically stated that the deceased was admitted in various hospital for treatment of said leg injury. AW4 further stated that since the wound was infected, the patient had discharging signs. He was operated on 13.05.2022 for the infected non-union. However, forth surgery, his saturation fell down and he was subsequently shifted to the ICU. Within two days thereafter the deceased died on 15.05.2022. AW4 opined that such non-union of tibia and fibula may cause death of the

patient. His such opinion sufficiently indicates that the accidental injuries was one of the risk factors causing death of the deceased.

30. AW4 has mentioned some other risk factors also, however, apart from smoking habit of the deceased, other factors also are apparently outcome of the accidental injuries. Had the deceased not met with the accident, he would not have faced any of the risk factors, except smoking, mentioned by AW4. In so far as smoking habit of the deceased is considered, the treatment papers of the deceased of any hospital do not indicate that he was hospitalized due to any health issue arose on account of his smoking habit. Further, smoking is totally prohibited in the hospitals. The hospitalization record of the deceased reveals that since the date of accident, the deceased was continuously admitted, except for a certain period, in this or that hospital for treatment. This implies he was not smoking during the period prior to death. Therefore, it is hard to believe that the deceased has died consequent to his smoking habit.

31. The Insurer has not led any medical evidence in rebuttal to show that the deceased has not died consequent to the accidental injuries but due to some other cause which has direct nexus with the death of deceased. Whatever evidence led by the Insurer is to prove breach of terms and conditions of the insurance policy and no other. Therefore, in view of above, the claim has to be decided considering that the deceased has died consequent to the accidental injuries.

32. Now, coming to the inter-se liability of the parties to pay compensation, the opposite party has not disputed his liability on any ground. The Insurer has, however, seriously disputed its liability contending that the insurance policy was

issued subject to terms and conditions and that the driver of the insured vehicle was not holding valid and effective driving license which amounts to breach of material terms and conditions of the insurance policy and exonerates the insurer from the liability incurred under the policy. To prove the breach, the insurer has examined its officer as DW1. He has stated in his evidence affidavit that the Insurance Company is liable only when the driver of the insured vehicle holds valid and effective driving license. The driver of the offending vehicle was holding learner's license which does not constitute valid license. He further stated that the Insurance Company had called upon the insured to produce driving license of the driver by sending letter (Exh.68) however, he has failed to produce the same. Therefore, the Insurance Company is not liable to pay any compensation in view of breach of policy terms and conditions. The Insurer has further examined Assistant Inspector (M. V.), RTO, Mumbai (E) who has stated that the Driving License LL No. MH03/0027865/2021 issued on 06.04.2021 to Ratan Gupta was a learner's license. In cross-examination he stated that the said learner's license was valid for six months for the period from 06.04.2021 to 05.10.2021.

33. The learner's license was validly effective on the date of accident on 30.07.2021. According to the Insurer, the driver must hold a valid and effective driving license and not a learner's license to drive vehicle independently. Since, the driver did not have valid driving license, no liability can be fastened against the Insurer in view of breach of policy terms and conditions. In this regard, the Hon'ble Supreme Court has, in the case of Mahamooda and others Vs. United India Insurance Co.

Ltd. and others, 2006 ACJ 2825, specifically observed in paragraph four that,

> *We find that the High Court relied on a decision of this court in New India Assurance Co.Ltd. Vs Mandar Madhav Tambe, 1996 ACJ 253 (SC) . The issue related to the liability of an insurer when the offending vehicle is driven by a person holding a learner's licence. The High Court held that in view of the decision in Mandar Madhav Tambe case, insurance company has no liability, though the Motor Accident Claims Tribunal, herein referred to as 'the Tribunal' had fixed the liability on the insurance company. Correctness of the decision in Mandar Madhav Tambe case (supra) came to be considered in National Insurance Co.Ltd. Vs Swaran Singh, 2004 ACJ 1 (SC). It was held that the Mandar Madhav Tambe case was decided on peculiar facts of the case without taking note of the binding precedents. It was categorically held that even when the offending vehicle was driven by a person holding a learner's licence, the insurer's liability existed. This position has been clarified in paras 88 and 89 of the judgment.*

34. The learner's license produced vide Exh.75 was issued to the holder for driving class of vehicles-LMV. The offending vehicle was a motor Scooter (Scooty) which the accused driver was driving at the time. Therefore, he was driving a light motor vehicle authorized under the learner's license. In view of this, the Insurer cannot be absolved from the liability and

will be liable to pay compensation with the owner-opposite party, jointly and severally.

35. To ascertain quantum of compensation, the relevant factors to be considered would be the age of the deceased, his income immediately prior to the accident, the number of dependents, the multiplier etc. The claimants have produced Death Certificate (Exh.33) of the deceased wherein his age is mentioned as 70 years.

36. In so far as occupation and income of the deceased is concerned, according to the claimants, at the time of the accident, the deceased was a painter. Against the column of income in the claim-application, NA (Not Applicable) is mentioned. Since the deceased was 70 years old at the relevant time, he might not be working as a painter or had any other occupation. Therefore, considering his age and place of residence his notional income is being considered as Rs.10,000/- per month i.e. Rs.1,20,000/- per annum. Considering his age, no future prospects can be granted.

37. AW1 has admitted in cross-examination that her both daughters i.e. claimant Nos.2 and 3 were married during lifetime of their father and they were no more dependent on their father's income. However, it is settled position that the legal representatives of the deceased are entitled to the estate of deceased. Accordingly, the married daughters also would be entitled for compensation on account of accidental death of their father. The amount of their share, however, may vary and may be lesser than their mother's share, considering the fact that they are married and residing with husband. Accordingly, 1/3rd of the income of the deceased has to be deducted towards his personal

and living expenses. Thus, the contribution of the deceased to his family would have been (120000-40000)=Rs. 80,000/-.

38. The deceased falls in the slab of age group “66 to 70” for which the multiplier applicable is “5”. By applying the multiplier of 5, the total loss of dependency will be (80000 X 5) =**Rs.4,00,000**/-.

39. In view of the decision of the Honorable Supreme Court in ***National Ins. Co. Ltd Vs. Pranay Sethi, 2017 ACJ 2700 (SC)*** and ***Magma Gen Ins. Co. Vs Nanu Ram @ Churu Ram and Others, 2018[4] T.A.C. 345 (S.C.)***, claimant No. 1 being wife of the deceased is entitled to Rs.40,000/- towards spousal consortium and claimant Nos.2 and 3 being daughters of the deceased are entitled to Rs.40,000/-, each, towards filial consortium, in addition to loss of estate of Rs.15,000/- and funeral expenses of Rs.15,000/-. Thus, under these heads, the claimants would be entitled to [(40,000 x 3)+30,000] =Rs.1,50,000/-. In the case of ***Pranay Sethi (supra)*** decided on 31.10.2017, it has been specifically directed that after every three years there would be 10% rise in these conventional heads of consortium, funeral expenses and loss to estate. Since more than six years have been lapsed after the decision in ***Pranay Sethi (supra)***, the amount payable under the conventional heads will be **Rs.1,81,500/-**.

40. In so far as the medical expenses are concerned, according to the claimants, after the accident the deceased was initially taken to Spandan Hospital, Mulund (E) but as the treatment was expensive, he was shifted to Chhatrapati Shivaji Maharaj Municipal Hospital, Thane. After that he took treatment in Aditi Hospital. After that he was admitted in KEM Municipal

Hospital on 15.11.2021. Lastly, he was admitted in Dr.D.Y.Patil Hospital on 12.04.2022 where he died while undergoing treatment on 15.05.2022. during course of treatment the deceased had undergone various surgeries. Total medical expenditure of Rs.51,814/- was incurred for his treatment, as per the medical bills proved on record vide Exh.39, colly and Exh.62, colly. Therefore, the claimants would be entitled to recover total medical expenses of **Rs.51,814 rounded to Rs.51,815/-**.

41. The breakup of compensation that has been awarded in favor of the claimants is tabulated as below:

Sr. No.	**Head**	**Amount**
1.	Loss of dependency	Rs. 4,00,000/-
2.	Loss of love and affection, future expenses, loss of estate, etc.	Rs.1,81,500/-
3.	Medical Expenses	Rs.51,815/-
	Total	**Rs.6,33,315/-**

42. Thus, under all heads the claimants are entitled for Rs.6,33,315/-(in words Rupees Six Lakh Thirty Three Thousand Three Hundred Fifteen only) towards compensation.

43. Considering the prevailing rate of interest given by all the nationalized banks, it will be just and proper to award the interest @ 7.5% per annum on the award sum.

44. There is no dispute that the opposite party was the registered owner of the offending vehicle-motor Scooter bearing registration No.MH-03-DL-8828 and the vehicle was insured with the Insurer, at the material time of the accident. The Insurer has failed to prove breach of any terms and conditions of the

insurance policy at the hands of the insured owner of the vehicle. Therefore, the opposite party-owner and the Insurer, both would be liable to pay compensation to the claimants, jointly and severally.

45. In view of above, the compensation payable would be Rs.6,33,315/-(in words Rupees Six Lakh Thirty Three Thousand Three Hundred Fifteen only) along with interest @ 7.5% per annum from the date of filing of the petition till realization of the entire amount. Therefore, the claim application deserves to be allowed. Accordingly, I have answered issue Nos.1 to 3. In the result, I proceed to pass the following order,

ORDER

1. The claim-application is allowed with proportionate costs.

2. The opposite party and the insurer to pay, jointly or severally, to the claimants the compensation amount of Rs.6,33,315/-(in words Rupees Six Lakh Thirty Three Thousand Three Hundred Fifteen only) which includes the amount of compensation granted under Section 140 of Motor Vehicles Act, if any, along with interest @ 7.5% per annum from the date of registration of the claim-application till realization of the entire amount.

3. The compensation amount be apportioned amongst the claimants as under:

   A. Claimant No.1 (widow of deceased) be given Rs.5,33,315/-, along with accrued interest.

   B. Claimant Nos. 2 and 3 (daughters of the deceased), be given Rs.50,000/-, each, along with accrued interest.

C. Remaining amount, if any, be given to claimant No.1.

4. The amount of compensation be transferred directly in the bank accounts of the claimants, as above, within a period of six weeks from today and compliance be reported to the Tribunal.

5. The Claimants to provide particulars of their separate bank accounts along with the requisite documents in support thereof, within a period of two weeks from today.

6. In case the claimants fail to furnish particulars of their bank accounts and requisite documents within the stipulated period, the opposite party and/or the insurer, as the case may be, are at liberty to deposit the compensation amount in the bank account of this Tribunal by NEFT/RTGS, in compliance of this order. The details of the bank account of this Tribunal are as under:

Account Name	MOTOR ACCIDENT CLAIMS TRIBUNAL MUMBAI
Account No.	00000040777482356
IFS Code	SBIN0030002
MICR Code	400002273

7. The Accounts Officer, MACT, Mumbai shall transfer the

compensation amount in the bank accounts of claimants, by NEFT/RTGS, on due verification and as per rules, after furnishing necessary details by the claimants as follows:

a) Full name and address,

b) Name of Bank and Branch,

c) Bank Account Number,

d) Bank IFSC code,

e) Copy of first page of bank passbook containing photograph of account holder duly attested by the concerned bank, and

f) Self attested copies of Aadhar card and PAN card.

8. Pending interim applications, if any, in this proceeding stand disposed of.

9. The claimants shall deposit deficit court fees, if any, within 8 days, from this order.

10. Award be drawn accordingly.

Sd/-

Date: 20.04.2026.

(Smt. R. R. Patwari),
Member, C.R.No.5,
M.A.C.T., Mumbai.