Received on	12/10/2009
Registered on	12/10/2009
Decided on	05/08/2024
Duration	YY MM DD

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL (MAIN),
BHAVNAGAR

M.A.C.P. No.690 / 2009

Exh.139

Legal heirs and representatives of
deceased Patel Manjibhai Ramjibhai Jajadiya
Aged : 45 years, Occu. : Agriculture.

1. **Laxmiben Manjibhai Jajadiya**
Aged : 41 years, Occu. : Household work.

2. **Komalben Manjibhai Jajadiya**
Aged : 23 years, Occu. : Household work.

3. **Ketanbhai Manjibhai Jajadiya**
Aged : 21 years, Occu. : Diamonds.

4. **Vijaybhai Manjibhai Jajadiya**
Aged : 19 years, Occu. : Diamonds.

5. **Anjwaliben Ramjibhai Jajadiya**
Aged : 82 years, Occu. : Retired.

All the above reside at Sidsar via Vartej, Dist. Bhavnagar.

.. .. CLAIMANTS

Vs.

TATA TRAILER TAURUS NO. GJ – 01 – BV – 1566 :

OWNER :

1. **Jaffarali Nasirali Saiyed**

Aged : Adult, Occu. : Transport,
Address : Anand Roadways,
Kamuwada, Minaben Tower,
Dholka, Dist. Ahmedabad.

INSURANCE COMPANY :

2. **The United India Insurance Co. Ltd.**
Address : Ahmedabad branch through
Kaveri Corporation, Navapara,
Bhavnagar.

.. .. **OPPONENTS**

Appearance :

Mr. C.D.Bhalani, Learned Advocate for the claimants

The opponent no.1 has been duly served

Mr. M.B.Astik, Learned Advocate for the opponent no.2

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

1. The claimants initially preferred MACP No. 690 / 2009 for getting compensation of Rs.6,00,000/- which was subsequently enhanced to Rs.8,00,000/-. After hearing the Learned Advocate for the parties the Learned MACT (Auxi.), Bhavnagar was pleased to partly allow the said claim petition on 27.09.2019, and the claimants were held entitled to recover Rs.6,59,050/- together with interest at the rate of 9% per annum from the opponent nos.1 and 2. However, being aggrieved and dissatisfied with the said Judgment and Award, the opponent no.2 – Insurance Company assailed the same before the Hon'ble High Court of Gujarat by preferring First Appeal No. 1467 / 2020.

2. After hearing the Learned Advocate for the parties the Hon'ble High Court of Gujarat vide order dated 10.08.2020. was pleased to pass the following order :

> ***"Judgment and award dated 27.09.2019. rendered in MACP No. 690 of 2009 by MACT (Auxi.), Bhavnagar under Section 166 of the Motor Vehicles Act is sought to be assailed in this appeal.***
>
> ***On consideration of the rival submissions it appears that there is a consensus between the parties that the matter requires reconsideration by the Tribunal in the light of the following grounds raised in this appeal.***
>
> ***"(d) It is humbly submitted that the vehicle number mentioned in details of accident is different from the insurance policy issued by the appellant. Hence the appellant insurance company is not liable to pay compensation, to the claimants.***
>
> ***e) That the vehicle number as stated in the petition is GJ – 1 – BV – 1566. The vehicle number on the insurance policy is GJ – 1 – BV – 1564.***

f) It is humbly submitted that the insurance policy of Truck was only : marked – 19 / 25". Hence, it is proved that the insurance policy was in dispute.

The insurance policy was not exhibited."

Thus it is unnecessary for this court to enter into the detailed merits of this case ;

suffice it is to remand the case to the tribunal for reconsidering the above aspects. Accordingly the first appeal is allowed at this stage without entering into further merits of the case and impugned judgment and award afore-mentioned is quashed and set aside. The tribunal shall consider and re – examine the case on the above aspect. Needless to say that it will be open for the parties to raise all the issues as may be available to them and the tribunal under an obligation to decide all of them. Civil application shall also stand disposed of with no order as to costs. List the First Appeal (Cross – Objection) No. 27 of 2020 for hearing tomorrow.

Order passed in Cross – Objection No. 27 of 2020 in F.A.No. 1467 of 2020."

3. Hence, while complying with the directions given in the aforementioned order the claim petition came to be remanded back for reconsidering the above aspects. Hence, in light of the order of the Hon'ble High Court, the claim petition is being adjudicated accordingly.

4. The brief facts with respect to the accident are that, on 20.08.2009, the deceased was driving his **Hero Honda Motorcycle bearing registration no. GJ – 04 – AH – 437** in a moderate speed and on its correct side, however, when he reached the spot of occurrence of the accident in question the driver of the **Tata Trailer Taurus Truck bearing registration no. GJ – 01 – BV – 1566** drove the said Taurus Truck in a rash and negligent manner endangering human life and dashed the said Taurus Truck with the Motorcycle driven by the deceased due to which the deceased sustained serious injuries and succumbed to the injuries.

5. The opponent no.2 – Insurance Company of the Taurus Truck involved in the accident appeared through its Learned Advocate and filed written statement *vide* Exh.15 and denied the facts in respect of accident, negligence of deceased, age, income and nature of work of the deceased. It has denied the age, occupation and income

of deceased and stated that the same should be proved by adducing cogent and reliable evidence. It has denied insuring the Taurus Truck at the time of occurrence of the accident in question and stated that the said aspect is required to be proved by adducing cogent and reliable documentary evidence. It has further denied any negligence on part of the driver of the Taurus Truck for causing the accident. It has further stated that the accident in question occurred due to the sole negligence on part of the deceased himself, and hence, denied its liability to compensate the claimants. Relying on the above, it has stated that it is not liable to pay any compensation to the claimants. On the basis of these pleadings, the opponent no.2 has prayed to reject the present claim petition.

6. In view of the pleadings of the parties this Tribunal has framed the following issues :

1. Whether it is proved that deceased sustained injuries and died due to rash and/or negligent act of the driver of the vehicle involved in the accident ?

2. Whether claimants are entitled to compensation from the opponents or any of them? If yes, what amount and from whom?

3. What Award ?

7. My findings to the above Issues are as under:-

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

-: R E A S O N S :-

8. To substantiate their claim, the claimants have produced the following oral and documentary evidence on record :

Exh. No.	Description of document
20	Examination – in – chief of the claimant no.1

Exh. No.	Description of document
23	Copy of the FIR
24	Copy of the panchnama of the place of occurrence of the accident
25	Copy of the inquest panchnama
26	Copy of the post – mortem note of deceased
27	Copy of the death certificate of deceased
28	Copy of the birth certificate of deceased
29	Copy of the election identity card of deceased
30 & 32	Copy of the birth certificate of the claimant nos.1 and 2
33	Copy of the school leaving certificate of the

	claimant no.4
34 & 35	Copy of the election identity card of the claimant nos.1 and 5
36	Copy of the ration card of the claimants
37 to 39	Copy of the village form nos.7/12, 8 (A) and 6
40	Copy of the driving license of deceased
41	Copy of the R.C.Book of the Motorcycle driven by deceased
42	Copy of the driving license of the opponent no.1
43	Copy of the R.C.Book of the Truck involved in the accident
44	Copy of the permit of the Truck involved in the accident
46	Copy of the fitness certificate of the Truck involved in the accident
49	Copy of the 'A' Summary
19 / 25	Copy of the policy particulars of the Truck involved in the accident

ISSUE NO.1 & 2 :-

9. Heard the Learned Advocates for the parties and perused the record.

10. So far as the negligence is concerned, the claimant no.1 namely Laxmiben Manjibhai Jajadiya – widow of deceased deposed *vide* Exh.20 that, on 20.08.2009, her husband was driving his **Hero Honda Motorcycle bearing**

registration no. GJ – 04 – AH – 437 in a moderate speed and on its correct side, however, when he reached the spot of occurrence of the accident in question the driver of the **Tata Trailer Taurus Truck bearing registration no. GJ – 01 – BV – 1566** drove the said Taurus Truck in a rash and negligent manner endangering human life and dashed the said Taurus Truck with the Motorcycle driven by her husband due to which her husband sustained serious injuries and succumbed to the injuries. It is alleged that death of her husband was a sequel to the rash and negligent driving of the driver of **Tata Trailer Taurus Truck bearing registration no. GJ – 01 – BV – 1566**.

10.1 The claimant no.1 was cross examined by the Learned Advocate for the opponent no.2 and the claimant no.1 has admitted not witnessing the accident and further admitted that as she has not seen the accident she cannot say who was negligent for causing the accident.

11. While deciding the point of negligence, it has to be borne in mind that the negligence is required to be proved in claim petition u/s 166 of the Act only on the touchstone of the preponderance of probability and not beyond doubt.

Above referred ratio is laid down by Hon'ble Apex Court in the cases of **Bimla Devi v/s H.R.T.C., reported in AIR 2009 SC 2819 and Parmeshwari Devi v/s Amir Chand, reported in 2011 (11) SCC 635.**

12. I have perused the FIR (Exh.23) which is laid against the driver of **Tata Trailer Taurus Truck bearing registration no. GJ – 01 – BV – 1566** and same is not challenged by the driver of the Tata Trailer Taurus Truck before any forum that false complaint is laid against him. The bare perusal of the panchnama of the scene of accident (Exh.24) depicts that both the vehicles involved in the accident were lying on the place of accident in damaged condition and further depicts that the accident occurred due to rash and negligent driving on the part of the driver of the said Taurus Truck.

12.1 As the Truck is the bigger vehicle involved in the accident, it was the duty of the driver to ply his vehicle with utmost care and keeping the safe distance from the other vehicles, and he ought to have been diligent and driving the Truck in a moderate speed. There is no evidence in rebuttal led by the opponent no.1 to show that there was also negligence on part of the deceased to some extent. It is cardinal principle of law that the party who asserts the fact that the accident occurred in a particular way, has to prove his case that the accident occurred in a particular way. Herein the present case, the claimants have proved the case which has been pleaded in the claim petition as well as the averments made in the examination-in-chief.

12.2 Considering the above referred facts and circumstances of the case and in absence of any evidence in rebuttal by the opponent no.1 to the effect that there was also negligence on part of the deceased, I hold that the above referred accident occurred because of the sole negligence of the opponent no.1 who was driving the **Tata Trailer Taurus Truck bearing registration no. GJ – 01 – BV – 1566** and the deceased was not negligent in causing the above referred accident. Therefore, I decide Issue No.1 accordingly.

ISSUE NO.2 :

13. It is pertinent to note here that none of the parties have produced any additional evidence qua the monthly income, age and dependency of the deceased. Even the Learned Advocate for the parties have not raised any

objection with respect to the monthly income, age and deduction under the personal expenses, and therefore, this Tribunal deems it fit to assess the quantum aspect as under.

14. As stated above as the claimants have not produced any additional evidence qua the monthly income, age and dependency of the deceased the income of the deceased is being considered as Rs.3,740/- as earlier considered by the M.A.C.T. (Auxi.), Bhavnagar. Therefore, I hold the income of the deceased as **Rs.3,740/- p.m. and Rs.44,880/- p.a.**

15. So far as age of the deceased is concerned, it is case of the claimants that the age of the deceased was 56 years. The bare perusal of the birth certificate of deceased (Exh.28) depicts the fact that the date of birth of deceased is 01.07.1964. The accident took place on 20.08.2009. Hence, the age of the deceased on the date of accident was aged 45 years, 01 month and 19 days, and therefore, the multiplier of 14 would be applicable in the present case.

15.1 At this juncture it would be apt to refer the Judgment delivered by the Hon'ble Supreme Court in case of Shashikalaand Ors. vs. Gangalakhshmamma and anr. wherein it has been held that, insofar as appropriate multiplier, the date of birth of deceased as per the driving license was 16.06.1961. On the date of accident i.e. 14.12.2006., the deceased was aged 45 years 5 months and 28 days and the Tribunal has taken the age as 46 years. Since the deceased has completed only 45 years, the High Court has rightly taken the age of the deceased as 45 years and adopted multiplier of 14 which is the appropriate multiplier and the same is maintained.

In light of the above observation made by the Hon'ble Supreme Court and applying the said ratio in the present case on hand as the deceased was aged 45 years, 01 month and 19 days at the time of the accident, and hence, the multiplier of 14 would be applicable insofar as the present claim petition is concerned.

16. As discussed hereinabove, the age of the deceased, at the time of accident was around 45 years and he was not having any fixed salary, and therefore, in view of the ratio laid down by the Larger Bench of the Hon'ble Supreme

Court rendered in the case of **National Insurance Company vs. Pranay Sethi, 2017 (16) SCC 680**, income of the deceased shall be increased by **25%** i.e. **Rs.11,220/-** and thus the final amount would come to **Rs.56,100/-** per annum.

17. From the deposition of the claimant no.1 (Exh.20) it clearly appears that at the time of accident, deceased had a family consisting of his wife, old aged mother, two sons and one daughter. On perusal of the cause title it transpires that the claimant nos.3 to 4 are adults who have been shown doing diamond work. Insofar as the aspect of dependency is concerned the say of the claimants that the claimant nos.3 and 4 who fall between the age group of 20 to 25 years were dependents on the income of deceased cannot be considered because in the cause title itself it has been stated that both of them are engaged in diamond work. Hence, they cannot be called dependents on the income of the deceased. Thus, technically it can be said that the deceased had three dependents who were dependent on his income at the time of his death (wife, daughter and mother). Hence, the ratio laid down in the case of **Paranay Sethi (supra)** is required to be taken into consideration wherein it is held

that the deduction towards personal expenses in the cases where deceased left behind 2 to 3 dependents, 1/3rd amount out of the total future monthly income should be deducted as the personal expenses of the deceased. In these facts and circumstances of the case at hand, 1/3rd amount is required to be deducted towards the personal expenses out of the future income of the deceased. Hence, the amount would come to **Rs.37,400/- (Rs.56,100/- x 1/3 = Rs.18,700, which is required to be deducted towards personal expenses).** Since the deceased was aged about 45 years, the multiplier of 14 would be applicable, and hence, the amount would come to **Rs.5,23,600/-**.

18. As this Tribunal is deciding the claim petition in the year 2024, as held in para No.61(viii) of the Pranay Sethi's case that reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs.15,000/-, Rs.40,000/- and Rs.15,000/- respectively. In the said Judgment itself clear direction has been given to enhance the said amounts at the rate of 10% in every three years. As six years time has passed form the date of the pronouncement of the Judgment in Pranay Sethi's case, I deem it fit to enhance the amount to

be paid under the conventional head at the rate of 20%. Therefore, as per the directions of Hon'ble Supreme Court in Pranay Sethi's case, petitioners are entitled for **Rs.18,000/-** towards loss to estate and **Rs.18,000/-** towards funeral expenses.

18.1 So far as grant of consortium to the applicants is concerned, the Hon'ble Apex Court in the latest judgment in case of **Magma General Insurance Com. Ltd. V/s. Nanu Ram @ Churhu Ram, 2018 (18) SCC 130 and United India Insurance Co. Ltd. V. Satinder Kaur @ Satwinder Kaur, 2020 SCC Online 410 (SC) (FB) and N.I.A Com. V/s. Smt. Somwati, 2020 (9) SCC 644** has categorically held that in addition to spouse, the unmarried child who is dependent on the income of his parent is entitled for parental consortium in case of death of a parent and Filial consortium is the right of the parents to compensation in case of death of a child and the amount to be awarded for loss of consortium will be as per the amount fixed in Pranay Sethi's case.

18.2 At the cost of repetition, it is observed that the Hon'ble Supreme Court has categorically held in Pranay Shethi's case that there shall be 10% rise in the conventional heads i.e. loss of estate, loss of consortium, funeral expenses, after the lapse of every three years. Hence, this Tribunal has incorporated 20% rise in the said conventional heads as per the directions of the Hon'ble Supreme Court in Pranay Shethi case. On perusal of the cause title it transpires that the claimant nos.2 to 4 are unmarried children of deceased, however, though the claimant nos.3 and 4 are unmarried this Tribunal has not considered them dependent on the income of the deceased, and hence, they cannot be granted any amount under the head of parental consortium, but, insofar as the claimant no.2 is concerned she being unmarried girl child who is engaged in household work she can be said to be entitled for compensation under the head of parental consortium. Therefore, I deem it fit to award one unit of **spousal consortium** to the claimant no.1 as well as one unit of **parental consortium** to the claimant no.2 i.e. **(Rs.48,000/- x 2 = Rs.96,000/-)**.

19. Hence, the claimants are entitled to the total amount of compensation as under :

Sr.no.	Particulars	Amount in INR
1	Future loss of dependency	5,23,600.00
2	Loss of Estate	18,000.00
3	Funeral expenses	18,000.00

4.	Loss of consortium	96,000.00
Total		**6,55,600.00 rounded of to 6,56,000.00**

LIABILITY :-

20. Insofar as the liability aspect is concerned, while remanding back the matter the Hon'ble High Court has observed that the appeal has been preferred on 3 counts which for the sake of brevity and convenience are reproduced as under :

"***(d) It is humbly submitted that the vehicle number mentioned in details of accident is different from the insurance policy issued by the appellant. Hence the appellant insurance company is not liable to pay compensation, to the claimants.***

e) That the vehicle number as stated in the petition is GJ – 1 – BV – 1566. The vehicle number on the insurance policy is GJ – 1 – BV – 1564.

f) It is humbly submitted that the insurance policy of Truck was only : marked – 19 / 25". Hence, it is proved that the insurance policy was in dispute.

The insurance policy was not exhibited."

Hence, this Tribunal is required to deal with the above referred issues raised by the Insurance Company so as to decide the aspect of liability.

21. The first and foremost issue which is raised by the Insurance Company is to the effect that the registration number of the vehicle mentioned in the details of the accident is different from registration number of the vehicle to which the insurance policy has been issued by the Insurance Company.

21.1 As per the case of the claimant, the accident occurred involving the offending vehicle Tata Trailer Taurus Truck bearing registration no. GJ – 01 – BV – 1566, whereas as per the case of the opponent no.2 – Insurance Company the certificate of insurance produced at Exh.97 (Mark – 19 / 25) was wrongly issued to the vehicle bearing registration GJ – 01 – BV – 1566. As per the case of the Insurance Company in the said certificate of insurance the registration number of the vehicle is wrongly mentioned and infact the said certificate of insurance was issued qua vehicle bearing registration no. GJ – 01 – BV – 1564 and as such the offending vehicle bearing registration no. GJ – 01 –

BV – 1566 was never insured with the opponent no.2 – Insurance Company.

21.2 To substantiate the above referred contention the Insurance Company has produced the insurance policy of the vehicle bearing registration no. GJ – 01 – BV – 1564 at Exh.95 and submitted that the policy number of the vehicle bearing registration no. GJ – 01 – BV – 1564 was 060103 / 31 / 08 / 01 / 00006685 and the tenure of the policy was from 14.03.2009 to midnight on 13.03.2010. Thus, there cannot be two policies issued to a single vehicle and as such the Insurance Company has produced (Exh.95) is the insurance policy issued to the vehicle bearing registration no. GJ – 01 – BV – 1564, and hence, it can be very easily said that the certificate of insurance produced at Exh.97 at Mark – 19 / 25 is a forged and fabricated document.

22. *Per Contra* the Learned Advocate for the claimants has submitted that on the said certificate of insurance the details of the cover note and date are mentioned which are 134551 and 13.03.2009 respectively. He has further submitted that the details of the cover note is not produced by the Insurance Company. He has further submitted that though the claimants have specifically

prayed before this Tribunal and sought direction from the Tribunal to direct the Insurance Company to produce the bank statement and the details of the income tax return of the Insurance Company, but, the same have not been deliberately produced before the Court, and therefore, prayed to draw adverse inference against the Insurance Company.

23. I have heard the Learned Advocate for the parties on the above referred point.

24. At the outset it is required to be noted that the certificate of insurance produced *vide* Mark – 19 / 25 was ordered to be exhibited as Exh.97. On careful perusal of the said certificate of insurance the name of the insured is mentioned as Jafarali N. Saiyad and the effective date of commencement of the insurance is from 12:00 Hrs. on 13.03.2009 to midnight on 12.03.2010. The registration number of the insured vehicle is mentioned as GJ – 01 – BV – 1566, Engine number is mentioned as 50998 and the chassis number is mentioned as 302015 and the total amount of premium is Rs.10,338/- and after the inclusion of taxes the Insurance Company received a total amount of Rs.11,403/- and the said amount came to be collected on

13.03.2009 and the cover note number of the said insurance policy is 134551 which is dated 13.03.2009. If we compare the certificate of insurance (Exh.97) with the insurance policy produced by the Insurance Company for the vehicle bearing registration no. GJ – 01 – BV – 1564 at Exh.95 it appears that the policy number of both the vehicles are same viz. 060103 and the number and the name of the owner are also unchanged. The effective date of commencement of insurance is from 10:38 Hrs. on 14.03.2009 to midnight on 13.03.2010. The registration number of the vehicle is shown as GJ – 01 – BV – 1564, the engine number is mentioned as 649235 and the chassis number is mentioned as 301905. Thus, there are two similarities in both the policies namely the name of the insured and the policy number of both the policies whereas the vehicle registration number, engine number and chassis number are different. Alongwith this the period of commencement has been changed from 13.03.2009. to 12.03.2010. to 14.03.2009. to 13.03.2010. If we carefully peruse the insurance policy produced at Exh.95 the cover note and the date of the cover note is not mentioned in the said document. Thus, it becomes clear that there is a serious variance in both the insurance policies. If we presume without admitting that the claimant has forged the certificate of insurance produced at Exh.97 (Mark – 19 / 25) then the effective date of commencement was not required to be changed as it already covered the date of accident. Infact in the certificate of insurance (Exh.97) the details of the cover note as well as the date are mentioned whereas in the insurance policy produced by the Insurance Company at Exh.95 the cover note number and the date have not been mentioned. It is also required to be noted that the Insurance Company has produced the premium register at Mark – 102 / 1 and on careful perusal of the said register it transpires that the Insurance Company has not produced the entire premium register and this can be said from the bare perusal of the details mentioned in the last column because the Insurance Company has not given the details of all the vehicles insured by the opponent no.1 with the opponent no.2 – Insurance Company. It is pertinent to note here that, an adjournment had also been sought by the Learned Advocate for the opponent no.2 for producing the said detail, however, the same has not been produced by the Insurance Company.

25. The Insurance Company was given sufficient opportunities to produce the details of the cover note bearing no. 134551 dated 13.03.2009, bank statement and the details of

tax paid by the Insurance Company, however, none of these documents have been produced by the Insurance Company. Non – production of these documents cast to show that the Insurance Company is hiding certain relevant and important documents from this Tribunal. This Tribunal fails to understand as to how come the Insurance Company cannot produce the details of the cover note, bank statement and details of the tax paid which was recovered by the Insurance Company from the insured. Thus, from the above referred discussion it becomes clear that the Insurance Company has hidden certain important documents from this Tribunal.

25.1 It is required to be noted that when initially the claim petition was taken up for hearing no defense had been taken by the Insurance Company which have been taken while arguing the present claim petition before this Tribunal. Thus, the defense of the Insurance Company appears to be an afterthought as the Insurance Company has not produced relevant and important documents mentioned hereinabove. In view of the above referred discussion I hold that the Insurance company has failed to prove that the vehicle number mentioned in the details of the accident is different from the registration number mentioned in the insurance policy issued by the Insurance Company.

26. In view of the above referred discussion I hold that the Insurance Company has failed to prove that the certificate of insurance which is produced at Exh.97 is a forged and fabricated document. Hence, in view of the above I hold that since the offending vehicle Tata Trailer Taurus Truck bearing registration no. GJ – 01 – BV – 1566 was insured with the opponent no.2 at the relevant time of occurrence of the accident in question, I hold that the opponent no.2 is also equally liable to pay the amount of compensation with the opponent no.1.

INTEREST :

27. The claimant has prayed for interest at the rate of 12% per annum. At this juncture, I have sought guidance from the Judgment of the Hon'ble Constitutional Bench of the Hon'ble Apex Court, in the case of **Pranay Sethi (supra)**, wherein, the Hon'ble Apex Court has allowed interest at the rate of 09% p.a. Hence, I hold that the claimant is entitled for interest at the rate of 09% p.a. The Issue No.2, is, therefore, answered accordingly and the following final order is passed in the interest of justice.

:: **O R D E R** ::

(1) The present Motor Accident Claim Petition is partly allowed against the opponents.

(2) The claimants are entitled to recover the amount of **Rs.6,56,000/- (Rupees Six Lakhs Fifty Six Thousand)** from the opponents, **jointly and severally** along with proportionate costs and interest at the rate of **9% (Nine Percentage)** *per annum* from the date of filing the claim petition, till the amount is realized.

(3) The opponents are directed to deposit the awarded amount within 30 days.

(4) Out of the amount deposited, deficit court fees, if any, and the amount of interim relief, be deducted first.

(5) The amount of compensation shall be disbursed among the applicants equally.

(6) Out of the deposited amount, 60% share of major applicants shall be invested in fixed deposit scheme in any Nationalized Bank in the name of claimants, for a period of Five years and same may be released in a phased manner in accordance with Motor Accident Claims Tribunal Annuity Deposit Scheme stipulated in Form XIX of the Amended M.V.Rules, 2022 and the remaining 40% shall be paid by way of Account Payee cheque only.

(7) The claimants shall not be entitled to get any loan, advance or withdrawal or can create any encumbrances

on the aforesaid FDR without prior permission of this Tribunal. However, interest accrued from time to time on the said FDR may be paid in cash to the claimant.

Award shall be drawn accordingly.

Pronounced in open Tribunal today on this **5th** day of **August, 2024.**

Date : 05.08.2024.
Place : Bhavnagar.

(H. S. MULIA)
Chairman, M.A.C.T. (Main)
Bhavnagar.
UNIQUE ID CODE NO. GJ00915

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