MHMT010004402022

Presented on : 09/03/2022
Decided on : 10/08/2026
Duration : **4Y/5M/1D**

Exh.

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL, MUMBAI

(Presided over by Monica I. Arland)

Motor Accident Claims Petition No.294 of 2022

Ravi Munna Chauhan
Aged about 33 years,

Residing at :
Near Dhan Laxmi Bank,
6272 Bharat Rahiwashi Sangh Gate 1,
S. B. Patil Marg, Santacruz (W),
Mumbai -400054. **... Applicant**

- Versus -

Sunil Ganga Chaudhary
Residing at :
Sakharam Buwa Patil Marg,
Gazdar Bandh Siddhivinayak Chawl,
Govind Nagar, Santacruz (W),
Mumbai -400054. **... Opposite party**
(Owner of A/Rickshaw No.MH-02-EQ-4783)

- And -

Go Digit General Insurance Ltd.
Having their office at 13th floor,
Godrej Colesium, 628 A/2,
Kurla Village, Lokmanya Pan Bazar,
Behind Everand Nagar,
Sion, Mumbai 400 022. **... Insurer**

Petition for compensation amount Rs.1,00,000/-

Shri. K. H. Raut : Advocate for the Applicant.
Opposite party : ex-parte.
Shri. V. V. Parshurami : Advocate for the Insurer

JUDGMENT
(Delivered on this 10th August 2026)

1. This petition has been filed by the applicant under Section 166 of the Motor Vehicles Act for grant of compensation of Rs.1,00,000/- from the opposite party and its insurer.

2. According to the applicant, on 27.01.2022 at about 18:30 hrs., he was travelling as a passenger in the Autorickshaw bearing No.MH-02-EQ-4783 which was driven by its driver in high speed, rashly and negligently. Despite of repeated warning given by the applicant to said driver to drive the vehicle with caution, he did not pay heed and thereafter the Autorickshaw collided with one Motorcycle bearing No.MH-02-BH-3109. According to the applicant, the rider of said motorcycle is equally at fault. Due to impact, the applicant sustained serious injuries. Initially, the applicant was admitted in Bhabha Hospital and then shifted to K.E.M. Hospital for medical treatment wherein he incurred Rs.50,000/- towards medical expenses.

3. The Police Station, Khar, Mumbai registered an offence vide FIR No.0048/2022 under Section 279 and 338 of the Indian Penal Code.

4. At the time of accident, the applicant was self employed as a Auto Driver and earning Rs.25,000/- per month. According to the applicant, the opposite party was the owner of offending vehicle and it was insured with the insurer, at the time of accident. Hence, the applicant has claimed compensation of Rs.1,00,000/- from the opposite party and the insurer.

5. The Opposite party though duly served through RPAD vide Exh.12, but failed to appear. Therefore, vide order below Exh.1 dated 16.01.2026, the matter was proceeded ex-parte as against the opposite party.

6. The Insurer has filed Written Statement vide Exh.16 and resisted the claim of the applicant. However, the insurer has admitted the insurance coverage of the offending vehicle. It is contended that the the insured/Respondent No.1 has not furnish the particulars of driving licence which is mandatory as per Section 134 (C) of the Motor Vehicles Act and therefore the insurer is not liable to pay any compensation and the claim is liable to be dismissed against the insurer.

7. I have framed the Issues vide Exh.17 on 16.01.2026. I record my finding thereon for the reasons given below.

Sr.No.	Issues	Findings
1)	Whether the applicant proves that the vehicular accident had occurred on 27.01.2022 at about 18:30 hrs., near Khar Station, Khardanda, near Junction of 18th Road, Khar (W),	**Negative.**

Sr.No.	Issues	Findings
	Mumbai due to the rash and negligent driving of offending vehicle No.MH-02-EQ-4783, in which he sustained severe injuries/disability ?	
2)	Whether the applicant is entitled to get compensation ? If yes, from whom and to what extent ?	**Negative**.
3)	What order ?	**The claim is dismissed.**

REASONS

8. For proving the claim, the applicant has not stepped into witness box and adduced any evidence to support his case. Therefore, the evidence of applicant was closed by passing order below Exh.1 on 15.07.2026. Furthermore, as the applicant failed to argue the matter, therefore, the side of the applicant was closed vide order below Exh.1 dated 03.08.2026.

9. On the other hand, the insurer has examined Mr. Nehal Suresh Sarkate (DW1), Legal Officer of the insurer vide Exh.18. He has filed the true copy of Insurance Policy vide Exh.21 and copy of the correspondence made with the insured, along with postal receipt vide Exh.22. Thereafter, the insurer has filed evidence closing pursis on 30.07.2026 vide Exh.23.

10. Perused the record and the written notes of argument filed by the insurer vide Exh.24. Heard learned counsel for the insurer.

11. It is argued by the learned counsel for the insurer that there is unexplained delay of one day in filing the FIR and the statement of witnesses were not recorded. It is also argued that the applicant failed to prove the negligence on the part of driver of offending Autorickshaw involved in the accident. It is further argued that there is no cause of action against the insured vehicle. It is argued that the applicant failed to make the driver, owner and insurer of Motorcycle bearing No.MH-02-BH-3109 as a party to the claim petition, hence the claim suffers from non-joinder of necessary parties.

<u>As to Issue No.1 :-</u>

12. Admittedly, in the present case, the applicant has failed to adduce any oral evidence. In the present case, the applicant has come with the specific case that on 27.01.2022 at about 18:30 hrs., he was travelling as a passenger in the Autorickshaw bearing No.MH-02-EQ-4783 which was driven by its driver in high speed, rashly and negligently. Despite of repeated warning given by the applicant to said driver to drive the vehicle with caution, he did not pay heed and thereafter the Autorickshaw collided with one Motorcycle bearing No.MH-02-BH-3109. According to the applicant, the rider of said motorcycle is equally at fault. Due to impact, the applicant sustained serious injuries. Initially, the applicant was admitted in Bhabha Hospital and then shifted to K.E.M. Hospital for medical treatment wherein he incurred Rs.50,000/- towards medical expenses. However, in order to prove the FIR, rash and negligent act, injuries and medical expenses, the applicant

failed to appear and adduce any evidence. Moreover, no witness is examined by the applicant to prove the medical papers and the disability.

13. Per contra, the Insurer argued that the applicant failed to prove his case of alleged accident, injuries and expenses for medical treatment.

14. Looking to the contention of the applicant, the burden was upon the applicant to step into the witness box and to prove the injury, negligent act and medical papers on record.

15. Therefore, in absence of any evidence on record from the applicant, as the applicant failed to prove that the driver of offending vehicle bearing registration No.MH-02-EQ-4783 drove his vehicle in rash and negligent manner causing severe injuries/disability to him, I answer Issue No.1 in the Negative.

As to Issue No.2 & 3 :

16. It is the contention of the insurer that there was contravention of Section 134 (c) of Motor Vehicles Act wherein the correspondence was made with the owner of the offending vehicle in respect of production of driving licence of the driver in alleged accident. Despite that the opposite party has failed to produce any licence to it.

17. In support of the said contention, insurer has examined Mr. Nehal Suresh Sarkate (DW1), Legal Manager of the insurer vide Exh.18. He deposed that he is working in the Claim Department of the insurer and he is aware about the facts of the present claim petition. It is his evidence that there was no negligence on the part of the driver of Auto-rickshaw wherein the accident took place due to negligence of the rider of motorcycle bearing No.MH-02-BH-3109 which collided to the auto-rickshaw due to which applicant sustained injuries.

18. He further deposed that the driver of offending vehicle failed to produce the driving licence. He deposed that the insurer has sent notice to the opposite party under Section 134 for providing the driving licence of the driver of offending vehicle. However, the opposite party failed to provide the same and thus there is a breach of terms and conditions of the policy, hence the insurer is not liable to pay the compensation. He filed and proved the Insurance policy vide Exh.20 and the correspondence made with the insured along with postal receipt vide Exh.22

19. However, the testimony of Nehal (DW1) remained unchallenged from the side of applicant.

20. In absence of any evidence on record, the claim of the applicant gets defeated and he is not entitled for any compensation towards medical expenses, loss of earning or towards other heads. Unless and until there is evidence on record, the compensation cannot be granted to the applicant

only on the basis of the pleading on record. Therefore, the application deserves to be dismissed. Hence, I answer Issue No.2 in the negative and pass the following order :-

ORDER

1. Application is dismissed.
2. No order as to cost.
3. Award be drawn accordingly.

MONICA INOK ARLAND
Digitally signed by MONICA INOK ARLAND
Date: 2026.08.10 17:31:12 +0530

[M. I. Arland]
CHAIRMAN
MACT, Mumbai

Date: 10/08/2026
GDE