



District : Dhanbad
In the court of District Judge-cum-Presiding Officer Motor
Accident Claim Tribunal - III, Dhanbad

Present: **Paras Kumar Sinha,**
District Judge-cum-Presiding Officer,
Motor Accident Claim Tribunal Court No.-III,
Dhanbad

Dhanbad, dated the 29th day of July, 2026

Motor Accident Claim Case No. 56 of 2024
CNR No. JHDH01-001709-2024

1. **JHUNIYA DEVI**, aged about 47 years, Wife of Late Khageshwar Mahto
2. **SURESH KUMAR MAHTO**, aged about 30 years, Son of Late Khageshwar Mahto.
Both Residents of Village- Pipradih, P.O.and
P.S.- Topchanchi, District- Dhanbad (Jharkhand) PIN-828402.
..... Petitioners

Vs.

1. **Navin**
S/o Rupa Varchand
R/o Ratnal, Anjar Kutch
Gujrat Kachchh,
Communication Address-
Kabir Sheri, Bhuj, Kachchh
Gujrat -370105
2. ~~**Reliance General Insurance Company Limited,**~~
~~6th Floor, Oberoi Commerz, International Business Park,~~
~~Oberoi Garden City, Off Western Express Highway,~~
~~Goregaon (East) Mumbai 400 063. (deleted v.o.d. 17.07.2026)~~
Indusind General Insurance Co. Ltd.
At- 163,Thapar House,4th Floor,S.P. Mukherjee Road
Mudiali,Kilkata(WB)-700026(amended v.o.d. 17.07.2026)
.....OPP. Parties/Respondents

3. **Sunita Kumari**, W/o- Digamber Prasad Mahto,
R/O- Nichitpur, P.S. Barora, P.O.- Khario
Distt.-Dhanbad. (Jharkhand
4. **Soniya Devi**, W/o- Vijay Mahto
R/o Bhuli, P.S. Bank More, District- Dhanbad
Both D/o Late Khageshwer Mahato(amended v.o.d. 17.07.2026)

.....Performa-defendants

Compensation Claimed : ₹ 22,77,750/-
Claim Case Filed on : Dated 12.02.2024
Compensation Awarded: ₹ 19,46,755/-

U/ss 140 & 166 of the M.V. Act 1988

Counsel for the plaintiffs : Sri Amod Kumar, Ld. Advocate
Counsel for the defendant No.-1: Ex-parte
Counsel for the defendant No.-2: Sri Arvind Kumar, Ld. Advocate
Counsel for the Performa-defendant : Sri Bhajan Mahato, Ld. Advocate

J U D G M E N T/AWARD

1. Above named claimants have filed instant claim petition u/s 166 of the MV Act for grant of compensation in the tune of Rs. 22,77,750/- along with interest per anum from the date of application till payment with cost of the suit on account of death of Khageshwar Mahto aged about 49 years. Claimant No. 1 Jhuniya Devi is wife of Khageshwar Mahto, claimant No. 2 Suresh Kumar Mahto is son of Khageshwar Mahto.
2. Shortly stated the story of the claimants is that, on 28.12.2023 at about 10.00 PM at Near Madhav Way Bridge, Chanprajpur Road, Jetpur, Gujrat. The Driver of Truck No- GJ-12AW-7923 by driving the vehicle rashly and negligently dashed Khageshwar Mahto and ran over the body from middle of the body as a result of which injured grievously and removed to Government Hospital, Jetpur where he died on 29.12.2023.
3. The F.I.R. of the occurrence was lodged by Satendra *vide* **Jeetpur City P.S. Case No. 11213022231060 dated 30.12.2023 under sections 304A, 337, 338, 279 of the I.P.C. and under Section 177,184,134 M V Act** in which after due investigation, the police submitted charge sheet against the driver (Asuram Tajaram Godra) of Truck bearing No. GJ-12AW-7923. The claimants have filed the copy of the F.I.R., charge sheet, P.M. Report etc.
4. There are two opposite parties in this case and performa - defendants no. 3&4. OP No. 1 Navin ex-parte on 09.06.2026.

5. Opposite Party No. 2 Indusind General Insurance Co. Ltd. (Earlier **Reliance General Insurance Com. Ltd.**) appeared on 18.02.2026 and filed written statement on 09.06.2026 and submitting therein that The address of above opp. Party No. 2 i.e. IndusInd General Insurance Company Ltd formerly known as Reliance General Insurance Co. Ltd. For the purpose of service of all notices, process etc. Is that of it's corporate office at 163, Thapar House, 4th Floor, S P Mukherjee Road, Mudiali, Kolkata, West Bengal-700026. The present claim application is barred by jurisdiction. That the alleged accident occurred at Jetpur City Police Station, Dist- Rajkot, Gujarat i.e the accident does not occurred with the state of Jharkhand. This Hon'ble forum has no jurisdiction to decide the present petition, filed by the applicants and hence, on the point of jurisdiction and maintainability of the petition this Hon'ble Tribunal, may kindly be decided first, without going into the merits of the petition. The driver of alleged vehicle Truck bearing Regd. No.- GJ12AW-7923 have not been made parties in this case and hence the case is liable to be dismissed on this score alone non-joinder of necessary parties. The driver of alleged accident, if any, occurred due to the negligence of the driver of the Truck bearing registration no. GJ12AW-7923. The Claimants are liable to be put to strict proof to show that the alleged accident, if any, occurred due to the negligence of the alleged vehicle driver. It is further stated that the alleged accident the deceased was travelling without taking the proper care and precaution and without observing the ongoing traffic rules. **Thus, the deceased was himself a tortfeasor and the petitioners are not liable for any compensation. Hence the present petition deserves to be dismissed on this count alone.** Without prejudice and without admitting any liability, it is submitted that the deceased did not take proper precautions and as such he has contributed to the alleged accident hence this respondent company is not liable to pay any compensation to the petitioner/petitioners. This answering respondent admits that the interest of Navin Rupa Varchand in vehicle Truck bearing Regd. No- GJ12AW-7923, bearing Policy No.- 160722323340007743 valid from 19.09.2023 to 18.09.2024 said to be

issued by this Defendant Company subject to the terms, conditions, exceptions and Limitation thereof. It is further submitted that the Defendant No. 1/Owner of the Vehicle may kindly be directed to produce the Original Insurance Policy and premium receipt before this Hon'ble Tribunal, failing which these answering Defendants shall be exempted from liability of this case and name of defendants be deleted from this case. It is submitted that the driver of vehicle Truck bearing registration no. GJ12AW-7923 was not holding a valid and effective driving license at the time of accident and further was not qualified for holding or obtaining such driving license and further has not satisfied the requirement of Rule No. 3 of Central Motor Vehicle Rules, 1989. **The Defendant No. 1 has knowingly handed over the possession of the Vehicle to the driver and therefore has contravened the provisions of Sec 150 of the M.V. Act and the Rules framed there under and has committed the breach of the terms and conditions of the policy.** Hence the replying respondent is not liable to pay any compensation to the claimants. Defendant No.1, owner of vehicle Truck bearing registration no. GJ12AW-7923 was not holding valid Registration Certificate and Fitness Certificate of the aforesaid vehicle in his name at the time of alleged accident, as such the replying respondent is not liable to pay any compensation to the claimants. This O.P. Insurance Company further submits that at the time of accident, the vehicle vehicle Truck bearing registration no. GJ12AW-7923 was plying in the road without any valid route permit and thus violated the statutory provision of MV Act as well as terms and condition of the policy. Hence, the claimant is not entitled for any compensation from this O.P. The Applicant and Opposite Party No. 1 are put to strict proof that the Registered Owner used the vehicle vehicle Truck bearing registration no. GJ12AW-7923 without any breach of provisions of M.V. Act and Rules including Traffic Rules. The Plaintiffs and Defendant No. 1 are put to strict proof that there was no violation of any Section of M.V. Act, 1988 and it's subsequent amendments. It is submitted that the said vehicle was being plied without proper and valid fitness hence no liability of this company arises and name

of this answering opposite party shall be expunged. The petitioner is put to strict proof that the registered owner used the alleged vehicle involved in aforesaid alleged accident, is being plied, without any breach of permit and Traffic Rules as per State MV Rules. The petitioner is to put strict proof that there was no violation of any section of M.V. Act 1988 and its subsequent amendment(s). This Defendant does not admit and denies the allegations that vehicle Truck bearing registration no. GJ12AW-7923 was involved in the above alleged accident and it was driven in a rash and negligent manner and the Plaintiffs are put to strict proof of the same. This Defendant without any documentary proof does not admit and denies that the deceased was aged about 49 years and was earning Rs. 15,000/- per month and as worker under M/S Shivshankar, Champapur Road, Rajkot, Gujarat. The claimants are put to strict documentary proof regarding the age, employment and income of the deceased. This Defendant does not admit and denies that Jetpur City Police Station, Dist- Rajkot, Gujarat Registered Case u/s 279, 337, 338, & 304(A) of I.P.C. against the driver of vehicle Truck bearing registration no. GJ12AW-7923. Hence the Applicant is put to strict proof of the same with documentary evidence. Without prejudice to the above contention this Opposite party submits that the amount of Rs. 2277750/- (Twenty Two Lacs Seventy Seven Thousand Seven Hundred Fifty rupees only) with 7.5% interest claimed by the Applicant is more excessive, exorbitant and ex-aggregated and the Applicant is not entitled for the same from this Opposite party. The amount of compensation has been wrongly calculated by the applicant.

6. Performa- defendants nos. 3 & 4, being daughters of the deceased Khageshwer Mahato appeared and filed W.S. on 22.08.2025 and submitting therein that the present claim case has been preferred by plaintiffs, son and widow of the deceased for common benefit of the plaintiff as well as we the answering proforma defendants. There is no any legal impediment if compensation is granted in favour of the plaintiff above-named. Plaintiff of the present claim case are granted and paid the compensation amount we the answering defendants have **NO-OBJECTION**. The plaintiff No-1 is the

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RANK	NAME	NATURE OF EVIDENCE (Eye Witness, Police Witness, Expert witness, Medical Witness, Panch Witness, Other Witness)
CW1	Jhuniya Devi	Claimant No. 1
CW2	Satyendra Mahto	Informant of FIR Jeetpur City P.S. Case No. 11213022231060 dated 30.12.2023

9. Following documents have been marked as exhibits on behalf of the plaintiffs/claimants.

Sr. No.	Exhibit Number	Description
1.	Exhibit 1	Certified copy of F.I.R.
2.	Exhibit 2	Certified copy charge sheet
3.	Exhibit 3	Photocopy copy of postmortem report.
4.	Exhibit 4	Original Death Ceritificate of deceased Khageshwar Mahto issued by Govt. Hospital, Jetpur.
5.	Mark X	Photocopy of Death Ceritificate of deceased Khageshwar Mahto issued by Govt. of Gujrat.
6.	Mark X/1	Photocopy of Certificate of Registration of offending vehicle.
7	Mark X/2	Photocopy of vehicle particularly of offending vehicle.
8	Mark X/3	Photocopy of insurance policy of offending vehicle.
9	Mark X/4	Photocopy of Driving licence of driver of offending vehicle.
10	Mark X/5	Photocopy of permit of offending vehicle.
11	Mark X/6	Photocopy of PUC certificate of offending vehicle.
12.	Mark X/7	Photocopy of Aadhar of deceased Khageshwar Mahto.
13.	Mark X/8	Photocopy of PAN of deceased Khageshwar Mahto.
14.	Mark X/9 & X/10	Photocopy of Aadhar of Plaintiff Jhuniya Devi and Suresh Kumar

10. In order to prove the case Defendants and performa-
defendants have not examined witnesses :-

RANK	NAME	NATURE OF EVIDENCE (Eye Witness, Police Witness, Expert witness, Medical Witness, Panch Witness, Other Witness)
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11. Following documents have been marked as exhibits on behalf of the defendants.

Sr. No.	Exhibit Number	Description
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12. No evidence either oral or documentary is adduced on behalf of defendants and performa-defendants despite opportunity.
13. I have heard the argument on behalf of the parties and carefully examined the pleadings, evidence and the materials on the record before deciding the issues for adjudication of this case.

It is well settled that when a petition u/s 140 and 166 of the MV Act is instituted, it becomes the duty of the claimant to establish rash and negligent driving. To prove rash and negligent driving in petition under Motor Vehicle Act, the Tribunal need not go into the technicalities because strict rule of procedure and evidence are not followed. In road accident cases, the Tribunal is simply to quantify the compensation which is rational and reasonable on the basis of the injury/death. Besides, the proceedings under M.V. Act are not akin to proceedings in civil suit.

Hon’ble Apex court in its judgment and order dated 09.02.2018 passed in the case of *Archit Saini and Another Vs. The Oriental Insurance Company Limited and Others, Civil Appeal No.7300-7309 of 2016*, held as under :

“....While considering the claim petition, the Tribunal is required to hold an enquiry and act not as criminal court so as to find whether the claimants have established the occurrence beyond shadow of any reasonable doubt. In the enquiry, if there is prima

facie evidence of the occurrence there is no reason to disbelieve such evidence. The statements coupled with the facts of registration of FIR and trial of the accused in a criminal court are sufficient to arrive at a conclusion that the accident has taken place.

Hon'ble Supreme Court held that in a case relating to motor accident claims, the claimants are not required to prove the case as it is required to be done in a criminal trial. The court must keep this distinction in mind. Strict proof of an accident caused by a particular bus in a particular manner may not be possible to be done by the claimants. The claimants were merely to establish their case on the touchstone of preponderance of probability. The standard of proof beyond reasonable doubt could not have been applied.” [2011 (2) RCR A(C)379 (SC)].

Hon'ble Supreme Court held that “strict principles of evidence and standards of proof like in a criminal trial are inapplicable in MACT claim cases. The standard of proof in such like matters is one of preponderance of probabilities, rather than beyond reasonable doubt.” [Anita Sharma & Others Vs. The New India Assurance Co. Ltd & Anr., Civil Appeal Nos. 4010-4011 of 2020].

14. On the basis of oral and documentary evidence and in order to decide all these issues, first of all I would like to decide **Issue No.- (iii)(iv) (v) &(vi)**: These issues are related to each other. It appears from testimony of CW-1 that She was plaintiff number 1 in this case. She had filed this case for compensation due to the death of her husband Late Khageshwar Mahato in a motor accident. On 28.12.2023 at about 10 pm, her husband

Khageshwar Mahato was returning to his camp after work when on Champapur Road, he came across a bridge, Police Station Jetpur City, District Rajkot, Gujarat. Suddenly, the driver of an unknown truck, driving rashly and recklessly, hit her husband Khageshwar Mahato, due to which her husband got seriously injured. He was taken to the Government Hospital, Jetpur, where he was admitted for treatment, the doctor declared him dead. He died leaving behind her, her son Suresh Kumar Mahato, and two married daughters, Sunita Kumari and Sonia Devi, as dependents. This case had been filed for the benefit of all dependents. At the time of his death, her husband was working as a boiler operator in Shivshankar Saree Factory, Champapur, Jetpur, District Rajkot (Gujarat). He used to get a monthly wage of ₹22000/- (twenty two thousand), out of which he used to send ₹15000/- home and they used to survive on that. Her husband worked in Gujarat for nearly 20 years. Initially, his salary was ₹10,000, which later increased to ₹15,000 per month. After the lock-down, her husband She claimed she had been promoted and her monthly salary had increased to ₹22,000, and he was sending home ₹15,000. She claimed she had misunderstood the application and considered the amount sent home as income and reported ₹15,000 monthly, which was incorrect. Her husband's monthly salary was ₹ 22,000. He was approximately 46-47 years old. They, being, her husband's dependents, suffered financial and mental harm. This case was for compensation. Her claim was correct. She had filed the necessary documents in the court. In her Cross-examination of witness on behalf of the opposite party no. 2 deposed that she was not educated. Her husband was educated. She could not provide his documents. Her husband

used to work in a factory located in Jetpur City but she didn't know the name of his owner. She did not have any documentary proof that her husband used to work in a factory located in Jetpur City. She did not have any proof regarding her husband's wages but he used to send Rs 15,000 home. Her daughters were married and they were dependent on their husbands. She did not know who lodged the FIR regarding the accident. It was not the case that her husband was hit by an unknown vehicle and truck no. GJ-12AW-7923 had been wrongly made a party to claim compensation. CW 2 deposed in his examination-in-chief that on 28.12.2023, while working at a factory in Jeetpur, Gujarat, he received a call informing him that Khageshwar Mahato, a resident of his village who had been working at the Shivshankar factory in Jetpur, Gujarat for several years, had died in a road accident on Champapur Road, near Madhav Way Bridge, after being crushed by an unknown truck driven rashly and recklessly. When he went there, he found Khageshwar Mahato's body in the cold storage of the government hospital in Jetpur, Gujarat was kept there. He immediately informed Suresh, son of Khageshwar Mahato, who lived in Pipradih, Topchanchi, Dhanbad, over the phone. He was called to the Jetpur City Police Station and his statement was recorded by the police. He was questioned in detail about the deceased Khageshwar Mahato and himself, including where they lived, where they worked, how much they earned, which factory the deceased worked in, how much they earned, etc. He stated that he had been working at the Meera Processor Factory in Jetpur for the past year, where he received a monthly salary of fifteen thousand rupees. He also stated that Khageshwar Mahato worked as a boiler operator

at the Shivshankar Saree Factory in Champapur, where he had been working there for approximately twenty years, currently earning a monthly salary of 22,000 rupees (twenty-two thousand rupees). He had been working there for a long time, knew a lot of work, was a well-known, experienced boiler operator, and therefore received a higher salary. The police read his statement to him and made him signed it. He accompanied the body during Khageshwar Mahato's postmortem. The police took his statement again. Later it was learnt from the local people that the driver of the truck bearing number GJ-12AW-7923, while driving rashly and recklessly, ran over Khageshwar Mahato, due to which Khageshwar Mahato got seriously injured, he was taken to the Government hospital where he died. After a few days he was called to the police station again and the police told him that the truck had been seized, the final papers were being sent to the court, and he would have to give testimony before the magistrate in the court also. A month ago, he was going to his factory for work when Jetpur police took him to the court and his statement was recorded in front of the magistrate. He had just come from Jetpur to his home in Pipradih, Topchanchi to do his farming work, sowing maize, pigeon pea, paddy etc. Then Suresh Mahato, son of Khageshwar Mahato, talked to him about recording his statement in the compensation case pending in Dhanbad court, so today he appeared before the court to depose. The lawyer wrote his statement and read it to him. He found it to be true and signed it. In his Cross-examination on behalf of the opposite party no. 2 deposed that he was not educated. He was signing the affidavit. The lawyer read it to him. He deposed voluntary without hiding any thing as correct. The FIR was in

Gujarati. He did not know Gujarati. Khageshwar Mahato was killed by the driver of vehicle number 7923. The vehicle number was stated to be from Gujarat. He was informed about the accident over the phone at 7-7.30 a.m. He was asked to come in the morning, so ,he went to the police station the next morning because the deceased had been taken away by the police station. He had not seen any proof regarding the income of the deceased. It was not the case that he had given false testimony today at the behest of the plaintiff. It also appears from Exhibit 1, 2 &3 (CC of FIR, CC of Charge-sheet and P.M. Report) that at the time of accident, deceased was aged 50-55 years and he was physically fit and strong and in his postmortem report his age was mentioned as 50-55 years. It also appears from testimony of these witness that deceased was a boiler operator at Shiv Shankar Sari Factory and he was earning Rs.22000/-pm. He died in a motor vehicle accident due to which the claimants suffered physical, mental and economical loss, hence filed the present claim case. The OP No.1 was declared ex-parte,OP No.2 has not deposed any witnesses and also not filed any document also to contradict the claim of the claimants and perform- defendants have also not deposed any kind of evidence and through their respective W.S. given their No-objection to the claim petition.

Exhibit 1 is certified copy of FIR to which it appears that **Jeetpur City P.S. Case No. 11213022231060 dated 30.12.2023 under sections 304A, 337, 338, 279 of the I.P.C. and under Section 177,184,134 M V Act** against unknown driver of said offending vehicle GJ-12AW-7923 .It appears from the fard-bayan report given by Satendra and as per the said application dated 30.12.2023 that on 28.12.2023 at

around 10:00PM, the deceased Khageshwar Mahato was going to Jeetpur for some work and as he reached near Madheb Way Bridge suddenly an unknown Truck, being driven rashly and negligently by the driver of the vehicle run over the body of the Khageshwar Mahato and resulted his death. It also appears from this Ext. 2 i.e., certified copy of charge-sheet No. 17/2024 dated 19.02.2024 of Jaitpur City P.S. Case No. 146/2023, to which it appears that charge sheet has been submitted against Ashuram Tazaram Godra Driver of offending vehicle no. GJ-12AW-7923 U/ss.279/337/338/304-A of IPC under section 177/184/134 M V Act. It also appears from the material available in certified copy of FIR and charge sheet that this is a case of road accident and not a case of culpable homicide not amounting to murder and also no evidence to show the contributory/composite negligence at the part of the deceased as oral evidence showed the rash and negligent driving of the offending vehicle No. GJ-12AW-7923. Ext-3 is the postmortem report of Khageshwer Mahto to which it appears that doctor conducted postmortem examination upon dead body of Khageshwer Mahto aged about 50-55 years on 29.12.2023.

It also appears from the record that the accident took place on 28.12.2023 at night time, which corroborates the time mentioned in the postmortem examination on 29.12.2023. The OP No. 1, being regd. owner of the offending vehicle GJ-12AW-7923 and provided said vehicle to his driver to drive the same at the relevant time, but he did not appear before the court and accordingly as per law she was declared ex-parte and no any document of his D/L was provided before the court/Tribunal by him but the

claimants have filed all vehicular documents including the D/L of the erring driver for its scrutinizing and there is no evidence on the part of the OP no.2 to establish and to prove that the driver of offending vehicle had invalid D.L. It is admitted by the OP No.2, being her insurance company for the said offending truck GJ-12AW-7923, that the offending vehicle was insured at the relevant time. Mark-X/1 and X/3 of the offending vehicle GJ-12AW-7923 which mentioned the registration of the said offending vehicle with ,op no.1 and to which it appears that aforesaid offending vehicle is registered in the name of O.P. No. 1, having valid registration, Insurance policy and as such, Mark-X/2, X/4, X/5, X/6, are the valid vehicular particulars, D/L of driver, permit and PUC of the offending vehicle. Mark X/3 is xerox copy of insurance policy of offending vehicle No. GJ-12AW-7923 and according to the insurance policy, the vehicle was insured from 12:00 Hrs of 19.09.2023 to Midnight of 18.09.2024 bearing policy number-160722323340007743 and accordingly the offending vehicle was insured in the name of insured is M/S Reliance General Insurance co. Ltd. (O.P. No. 2). It also appears from the record that the accident was occurred on 28.12.2023 at night. That time offending vehicle was insured with O.P. No. 2.(now Indusind General Insurance Co. Ltd.),

On the basis of above discussions, I hold that claimants have been able to prove that the deceased Khageshwer Mahato died on 29.12.2023 in a motor vehicle accident occurred on 28.12.2023 due to rash and negligent driving by driver of offending vehicle No. GJ-12AW-7923. The offending vehicle No. GJ-12AW-7923 was insured with O.P. No. 2 at the time of

accident and there is no proved violation of terms and conditions of the insurance policy, **therefore the OP no. 2 has to indemnify the claimant being insurer of the offending vehicle of the OP No. 1**, Accordingly, Issue no.(iii)(iv)(v)&(vi) are decided in favour of the claimants.

15. For Issue No. (vii): As the other relevant issues are decided in favour of the claimants hence, the Claimant Nos. 1 & 2 and performance-defendants nos 3 & 4 are only entitled to get compensation, being the wife, son and daughters of the deceased as his legal heirs/representatives. The only question in respect of the quantum is concerned, three facts need to be established by the claimants for assessing compensation in the case of death:

- (a) age of the deceased;
- (b) income of deceased; and
- (c) number of dependents.

It appears from the record that no any relevant document has been produced before the court on behalf of claimants to support the age of the deceased. It appears from Ext-3 and Ext-4, being, postmortem report and death certificate of deceased Khageshwer Mahato that doctor has assessed his age as 50-55 years. So, I consider the age of the deceased as 50 years for calculation of compensation amount in absence of any document in this regard. As per claimant's case, the deceased was boiler operator and he was earning of Rs.22000/-pm. But from the perusal of oral evidence she was earning that amount but the same can not be considered without any corroborative documentary evidence which support the claimants averments. However, taking into consideration that the deceased was aged

about 50 years and unskilled and he might have earning Rs.12012/- per month for her livelihood as per Minimum Wages Act of Gujarat w.e.f. 01.10.2023.Area-B,Zone-II,Rajkot,Gujarat. Therefore, I find it expedient to fix this amount for calculation of compensation amount as notional income and is taken into account for which it comes to (Rs. 12012 /- X 12) = Rs. 144144/- per-annum.

Since the deceased was aged about 50 years therefore as principle laid down by the Hon'ble Supreme Court in case of National Insurance Co. Ltd. Vs. Pranay Sethi & Ors. (2017 AIR SC 5157), 25% income of deceased to be added as future prospect for calculation of income of deceased which equals to 25% of Rs. 144144/- = Rs.36036/-. After including future prospect income of deceased equal to (Rs. 144144 + Rs. 36036)= Rs.180180/- per-annum.

The deceased was married and there is only four dependents i.e., the widow,son and both daughters of deceased as legal representatives/dependents of the deceased. Hence, as per law laid down by the Hon'ble Supreme Court in Sarla Verma's case, thus, 1/4th of his income to be deducted for his personal and living expense which equal to (1/4 X Rs. 180180/-)=Rs.45045/-. After deduction remaining amount equals to (Rs. 180180 /-- Rs. 45045/-)= Rs.135135.

As per law laid down by Hon'ble Supreme Court in Sarla Verma's case according to age of deceased which is about 50 years, multiplier applicable is 13. After applying multiplier loss of dependency for death of deceased calculated amount is (Rs. 135135/- X 13) = Rs. 1756755/-.Further claimants are entitled for Rs. 15,000/-& Rs.15000/-

under the head of "Funeral expense" and “ loss of estate” and further claimants are entitled for Rs. 40,000/-each (i.e., Rs. 40000/-x4= Rs.160000/-) under the head of loss of Spousal & parental consortium (as per the decision of the Hon’ble Apex Court in Sarla Verma, Praney Shetty & Megma GIC Ltd. case, under the head of general and non pecuniary damages).(i.e. compensation amount equal to Rs.1756755 /- + Rs.190000/- = Total Rs.1946755/-).Thus total compensation is to be awarded to the tune of Rs. 1946755/- under Sec. 166 of M.V. Act. The application of ad-interim compensation of Rs. 50,000/- under Sec. 140 of M.V. Act under no fault liability has not been pressed. So, ad-interim compensation was not granted earlier. Accordingly, this issue is decided.

16. Issue No. (i) & (ii)- In view of above discussions, I find and hold that this suit is maintainable in its present form, there is valid cause of action of present suit and claimants are entitled for compensation. Accordingly, these issues are decided in the favour of claimants.

17. In the light of above discussion, It is hereby

ORDERED

OP NO.2, M/S Indusind General Insurance Co. Ltd., is directed to deposit compensation of Rs. 1946755/- (Rupees Nineteen Lakhs Forty Six thousand Seven Hundred Fifty Five only) in favour of the claimants no.1,2,and performa defendants nos. 3 & 4,namely,**JHUNIYA DEVI (55% of the compensation amount), SURESH KUMAR MAHTO (15% of the compensation amount), Sunita Kumari(15% of the compensation amount) and Soniya Devi (15% of the compensation amount)** through RTGS or NEFT in the UCO Bank, Civil Court Branch, Dhanbad,

Account’s Holder Name- – DJ 3 MACT 3, Account No. - 21060110045411, IFSC Code – UCBA0002106 along with simple interest thereon @ 7.5% per annum from the date of filing of this claim application till its payment within one month from the receipt of this order. Accordingly, claim is allowed on contest without cost.

Let this record be consigned to be District Record Room, Dhanbad after due compliance.

O/c is directed to furnish true copy of the award to the L’d counsel of **OP NO. 2, M/S Indusind General Insurance Co. Ltd.**, in order to compliance the same within time with a compliance report.

(Dictated and corrected by me) SD/- (Paras Kumar Sinha) District Judge-III-Cum- P.O.-MACC, Dhanbad Dated 29th Day of July, 2026 J.O.Code JH02100	(Pronounced by me) SD/- (Paras Kumar Sinha) District Judge-III-Cum- P.O.-MACC, Dhanbad Dated 29th Day of July, 2026 J.O.Code JH02100
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