

HEADING OF DECISION IN A MOTOR ACCIDENT CLAIM CASE
**IN THE COURT OF THE 2nd ADDITIONAL DISTRICT
JUDGE-CUM-JUDGE, 3rd M.A.C.T., CUTTACK**

P R E S E N T : Srotaswinee Kar,
2nd Additional District Judge -cum-
Judge, 3rd MACT, Cuttack
(J.O. Code –OD- 0338)

Dated the 9th day of October, 2023

M.A.C. CASE NO. 924 of 2019

Naman Kumar Goel @ Goyal, aged about 20 years,
Son of Sanjay Kumar Goel @ Goyal
At- Khariar Road, PO/PS.Khariar Road
Dist. Nuapada, at present
residing at Khandagiri near Amri Hospital,
P.S.Khandagiri, Bhubaneswar
Dist. Khurda.

... **Petitioner**

-V e r s u s-

- 1. Sei Bibekananda Behera**
Son of Bichitrananda Behera
Village. Haladibasanta
Garudagaon, P.S. Tangi
Dist. Cuttack.
- 2. The Divisional Manager,**
M/s. Oriental Insurance Company Limited,
At. Bajrakabati Road, Cuttack.

... **Opposite Parties**

Appearance :-

Counsel for the Petitioner	:	Mr. B.N.Samantaray & Associates, Advocates.
Counsel for O.P. No.1	:	None (<i>Ex-parte</i>)
Counsel for O.P. No.2	:	Mr. N.Satpathy, Advocate.

<u>Date of Argument:</u> 25.09.2023	<u>Date of Judgment:</u> 09.10.2023
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J U D G M E N T

This claim application has been filed by the Claimants-Petitioner u/s.166 of M.V. Act. 1988, claiming compensation for an amount of Rs.20,00,000/- (Rupees Twenty lakhs) only for the injuries sustained by him in a Road Traffic Accident.

2.1. Briefly stating the case of the Claimant-Petitioner is as follows:-

On 21.07.2019 at about 8 A.M, while the petitioner was proceeding to Kendrapara in a motor cycle bearing Regd. No. OD-33-H-6207 as pillion rider, on the way near Jaunli Road (Bhatapada, Sabar Sahi) on Cuttack-Chandbali road, the alleged offending Mahindra Bolero Maxi Truck bearing Regd. No. OD-05-AK-3931 (*herein after called as the 'offending vehicle'*) being driven by its driver came with high speed in rash and negligent manner and dashed the motor cycle. As a result of such accident, the rider of the motor cycle succumbed to injuries on the spot and the petitioner sustained severe bodily injuries on his right knee and fracture of right leg below knee including other multiple bleeding injuries all over his body. After the accident, the

injured was shifted to SCBMCH, Cuttack for treatment and then shifted to Ashwini Hospital, Cuttack for better treatment and treated there for about one month.

2.2. The petitioner asserted that at the time of accident he was aged about 20 years old and prosecuting B.B.A. The Petitioner further averred that he was also earning Rs.10,000/- per month from his private job. It is further averred by the petitioner that due to the ill-fated accident, he could not do his normal work and confined in bed. With the above averments, the Petitioner has claimed compensation to the tune of Rs. 20,00,000/- (Rupees Twenty lakh) towards his treatment, pain and suffering, future treatment, for loss of his income etc. from the Opp.Parties.

2.3. For the above accident, a written report was lodged vide Salepur P.S. Case No.184 dated 23.07.2019 corresponding to G.R. Case No. 530 of 2019 of the Court of JMFC, Salepur for the offences u/ss. 279/337/338/304-A I.P.C.

3. The Opposite Party (owner of the offending vehicle) did not chose to contest the case and was set ex parte on 09.09.2021.

4. The Opposite Party No.2- M/s. Oriental Insurance Co. Ltd. represented through the Divisional Manager appeared through their learned counsel, filed the written statement denying the claim averments in general *inter alia* denied its liability to pay compensation for the accident in question on various grounds and called upon the petitioner to be put to strict proof of the averments made in the claim petition. The specific case of the OP No.2 is that during the time of accident, the alleged vehicle bearing Regd. No. OD-05AK-3931 was on the left side, but due to the sole rashness driving of the deceased rider of the motor cycle, it collided with the alleged vehicle, as such the OP No.2 is not liable to pay any compensation. It is further averred that the driver of the alleged offending vehicle was not having valid/effective D.L as well as valid permit at the material time of occurrence and that owner-OP. No.1 did not produce the registration book and other vehicular documents for proper verification of validity and the authentication thereof. As such, OP No-2 pleaded that the claim petition is not maintainable; and that the amount claimed by the Petitioner exorbitant; and accordingly prayed to dismiss the claim application.

5. In view of the above rival pleadings of the parties to this claim application, the following issues emerged for determination in this case;

I S S U E S

- (1) Whether the claim application is maintainable ?
- (2) Whether due to rash and negligent driving of the driver of the offending vehicle bearing registration **No. OD-05-AK-3931** the accident took place and in that accident, the Petitioner Naman Kumar Goel @ Goyal sustained injuries on his person ?
- (3) Whether the petitioner is entitled to get any compensation, and if so, what would be the extent ?
- (4) Whether both the Opposite parties or either of them is liable to pay the compensation ? and
- (5) To what relief/s, if any, the petitioner is entitled ?

6.1 In order to substantiate the claim of compensation, Petitioner has examined two witnesses including himself as PW-1. He has produced certified copies of police papers in Salipur P.S. Case No. 184 dated 23.07.2019 such as FIR, Final form, seizure lists, zimanamas, his injury report and injury report of accused driver Rajendra Prasad Parida, which have been marked vide Ext.1 to 11 respectively. PW-1 has also produced his

disability certificate, discharge summary dtd. 19.08.2019, 02.10.2019 & 10.11.2019 and original out patient ticket issued by Ashwini Hospital, Cutack and original mark sheet of second semester examination for the year 2018 of BBA, marked vide Ext.12 to 17 respectively. PW-1 has filed 20 numbers of his x-ray plates, marked vide MO-I to MO-XX.

6.2 PW-2 Bijay Kumar Behera, Record-in-charge of Ashwini Hospital. He has filed his authorisation letter, inpatient hospital bill dtd. 19.08.2019, pharmacy bill dtd. 19.08.2019, admission form of claimant dtd. 21.07.2019, discharge certificate dtd 19.08.2019, bed head ticket, inpatient hospital bill and pharmacy bill dtd 02.10.2019, admission form dtd 20.09.2019, bed head ticket, inpatient hospital bill and pharmacy bill dtd. 10.11.2019, admission form dtd. 01.11.2019 and discharge certificate dtd 10.11.2019 and bed head ticket, all are issued by Ashwini Hospital in favour of the claimant-petitioner, marked vide Ext.18 to 28 respectively.

6.3. The Opposite Party No.2 has not adduced any evidence in support of its case.

F I N D I N G S

Determination of Issue No.2.

7.1. This is a case where the petitioner-claimant is claiming compensation from the opposite parties for the

injuries sustained by him owing to a road traffic accident. It is settled principle of law that he who asserts a fact has to prove the same. As such, the burden of proving the injuries sustained by the Petitioner for the road traffic accident is on the claimant-petitioner.

7.2. After scrutiny of the available materials, it is seen that as per the case of the Claimant-petitioner, the accident took place on 21.07.2019 at about 8.00 A.M near Jauni Chhak (Bhatapada Sabar Sahi) on Cuttack- Chandabali Road under Salepur Police station. Regarding factum of accident in question, PW-1 (injured-petitioner) stated that on 21.07.2019 at about 8 A.M while he was proceeding as a pillion rider in a motor cycle bearing Regd. No. OD-33-H-6207 on the way near Jaunli Chhak near Bhatapada Sabari sahi, the offending Mahindra Bolero Maxi Truck bearing Regd. No. OD-05-K-3931 came from opposite direction in a rash and negligent manner dashed against an Auto Rickshaw and then dashed against their motor cycle, as a result he (PW-1) along with the rider of the motor cycle sustained severe bodily injuries all over their body and that the rider of the motor cycle succumbed to injuries on the spot. PW-1 further stated that he sustained multiple grievous injuries on his right knee i.e. fracture of his right leg below knee including other multiple injuries all over his body. PW-1

though cross examined at length but nothing could be elicited to disbelieve his sworn testimonies regarding the factum of accident in question.

7.3. To strengthen his case, the petitioner produced a number of certified copies of documents (police papers) which have been marked as exhibits in this case. The certified copies of FIR have been marked as Ext.1 which proves the institution of the case for the alleged accident. Ext. 2 is the certified copy of Final Forms in proof of completion of investigation, Ext.3,4,5 and Ext. 6 are the certified copies of seizure lists, Ext.7, Ext.8 and Ext.9 are the certified copies of Zimanamas, Ext.10 is the certified copy of his injury report.

7.4. OP No.2 in written statement averred that at the time of accident, the deceased was driving a motor cycle and another vehicle bearing Regd. No. OR-05-AD-2395 (Auto rickshaw) was coming from opposite side collided with the alleged vehicle, after that it again dashed to the deceased motor cycle. But in the instant case, the Petitioner has not impleaded the owner of the said Auto rickshaw as a party, for which the claim application is not maintainable.

7.5. On perusal of other police papers including the oral evidence of PW-1 available on record, it is seen that on

the basis of the written report of the father of the deceased Abinash Sahu, Salepur PS Case No. 184 dated 23.07.2019 was registered for the offences u/s 279/337/338/304-A IPC. During course of investigation, admittedly the I.O has seized the motor cycle bearing Regd. No. OD-33-H-6207, Auto rickshaw bearing Regd. No. OR-05-AD-2395 and the offending Mahindra Bolero Pick up van bearing Regd. No. OD-05-AK-3931.

7.6. However, after completion of investigation charge sheet was submitted implicating the offending the offending Mahindra Bolero Pick up van bearing Regd. No. OD-05-AK-3931 and against the accused driver namely Rajendra Prasad Parida.

7.7. In this connection, I am fortified by the decision of our Hon'ble High Court of Orissa cited in **Anita Chand and others – Vrs – Manas Ranjan Mahapatra and others, 2011 (4) TAC 682 (Ori)**. In the above decision, it has been held that'

“Filing of charge sheet against the driver of an offending vehicle in itself leads to a conclusion, unless the contrary is proved, that the accident was caused because of rash and negligent driving of the offending vehicle itself.”

7.8. Hence, as discussed above, the plea of the OP No.2 is not substantiated by any evidence. Rather the opinion of the Investigating Officer and the certified copy of the final form submitted on behalf of the claimant-petitioner, unerringly suggest that the petitioner sustained injuries for a motor vehicular accident for the fault of the offending Mahindra Bolero Pick up van bearing Regd. No. OD-05-AK-3931. Hence, this issue is decided in favour of the claimant-petitioner.

Determination of Issue No.3.

8. While answering issue no.2, it is found that due to negligence of the driver of the offending vehicle, the accident took place and in that accident the petitioner sustained injuries on his person. It is therefore to be seen next as to whether the petitioner is entitled for any such compensation and if so what would be the extent of compensation.

In **K. Suresh v. New India Assurance Co. Ltd (2012) 12 SCC 274**, the Hon'ble Apex Court held that:

“10. It is noteworthy to state that an adjudicating authority, while determining the quantum of compensation, has to keep in view the sufferings of the injured person which would include his inability to lead a full life, his incapacity to enjoy the normal amenities which he would have enjoyed but for the injuries and his ability to earn as much as he used to earn or could have

earned. Hence, while computing compensation the approach of the Tribunal or a court has to be broad based. Needless to say, it would involve some guesswork as there cannot be any mathematical exactitude or a precise formula to determine the quantum of compensation. In determination of compensation the fundamental criterion of “just compensation” should be inhaled.”

In **Raj Kumar v. Ajay Kumar (2011) 1 SCC 343 : (2011) 1 SCC (Civ) 164 : (2011) 1 SCC (Cri) 1161]** , the Hon’ble Apex Court laid down the heads under which compensation is to be awarded for personal injuries :

“The heads under which compensation is awarded in personal injury cases are the following:

Pecuniary damages (Special damages)

Expenses relating to treatment, hospitalisation, medicines, transportation, nourishing food, and miscellaneous expenditure.

Loss of earnings (and other gains) which the injured would have made had he not been injured, comprising: (a) Loss of earning during the period of treatment; (b) Loss of future earnings on account of permanent disability.

Future medical expenses.

Non-pecuniary damages (General damages)

Damages for pain, suffering and trauma as a consequence of the injuries.

Loss of amenities (and/or loss of prospects of marriage).

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

In routine personal injury cases, compensation will be awarded only under heads (i), (ii)(a) and (iv). It is only in serious cases of injury, where there is specific medical evidence corroborating the evidence of the claimant, that compensation will be granted under any of the heads (ii)(b), (iii), (v) and (vi) relating to loss of future earnings on account of permanent disability, future medical expenses, loss of amenities (and/or loss of prospects of marriage) and loss of expectation of life.”

In **K. Suresh v. New India Assurance Co. Ltd** cited *supra*, it is further held that;

“ There cannot be actual compensation for anguish of the heart or for mental tribulations. The quintessentiality lies in the pragmatic computation of the loss sustained which has to be in the realm of realistic approximation. Therefore, Section 168 of the Motor Vehicles Act, 1988 (for brevity “the Act”) stipulates that there should be grant of “just compensation”. Thus, it becomes a challenge for a court of law to determine “just compensation” which is neither a bonanza nor a windfall, and simultaneously, should not be a pittance.”

9.1. Thus, the amount of compensation is to be determined keeping the principles in mind as enumerated in the above decisions. In the instant case, in support of treatment and expenses thereto, PW-1, injured petitioner has deposed that due to the accident in question, he was first shifted to SCBMCH, Cuttack for treatment and then took treatment at Ashwini Hospital Cuttack as indoor patient. In support of his treatment, PW-1 has filed discharge certificates vide Ext.13,14 and Ext.15.

9.2. PW-2- Bijaya Kumar Behera who is the staff of Ashwini Hospital also acknowledged Ext.13,14 and Ext.15, discharge certificates issued by their Hospital. Ext.13 the discharge certificate reveals that the petitioner has sustained crush injury right lower limb with fracture both bone right

leg, compound grade III B with communitied open fracture patella (right), fracture lateral femoral condyle (Hoffa) and he was treated from 21.07.2019 to 19.08.2019. Ext.14, discharge certificate in connection with his injuries, petitioner took treatment from 20.09.2019 to 02.10.2019. Ext.15 discharge certificate reveal that he also took treatment in the said hospital from 01.11.2019 to 10.11.2019. All the three discharge certificates along with other medical documents reveal that the petitioner took treatment for a long period and major operations were done.

9.3 PW-2 has produced inpatient hospital bills and pharmacy bill dtd 19.08.2019, 02.10.2019, 10.11.2019 vide Ext.19, 20, 23 and Ext.26 which reveals that all total Rs. amounting to Rs. 5,29,371/- has been spent towards medical treatment of the petitioner. PW-2 further deposed that besides the above expenses, the patient had also purchased medicines from the hospital by paying money separately. PW-2 has also produced number of copies of money receipts.

9.4. Hence, considering the nature of injuries sustained by the petitioner, period of his treatment and expenses incurred by him he is held entitled to a sum of **Rs. 9,00,000/-** towards expenses for medical treatment.

9.5 There is no cogent evidence on record for the money spent by the petitioner on special diet and conveyance, yet considering the nature of injuries suffered by the petitioner and duration of his treatment in the hospitals i.e. for about 53 days, I am of the opinion that the injured-petitioner must have spent some money under head of conveyance & special diet. Hence, he is held entitled for compensation of **Rs.40,000/-**for expenses incurred towards **special diet and conveyance.**

9.6. Further it appears that the petitioner was hospitalized for 53 days for which he is entitled to separate attendant charges for the said period. Though the petitioner has not filed any document regarding attendant charges, but it is presumed that 1-2 family members must have accompanied him and they must be paid for loss of their wages and the amount they would have spent in hospital for food etc. and taking the cost of each at Rs.300/- per day for 53 days, the injured petitioner is entitled to **Rs.31,800/-** towards **attendant charges** for the period of treatment and hospitalization.

Loss of earning :

10.1. It is the case of the petitioner-Naman Kumar Goel @ Goyal that at the time of accident he was prosecuting

B.B.A at Bhubaneswar and that he was also earning to Rs. 10,000/- per month from his private service and due to ill fate accident, he lost his carrier and physically disabled and there is less chance to obtain any service in future. PW-1 has filed his disability certificate which has been marked vide Ext.12. Ext.12 reveals that the petitioner has sustained *Locomotor Disability, Right Hossas fracture with right midshaft tibia 40% temporary.*

In case of disability, the Hon'ble Apex Court in the case of **Raj Kumar .vrs. Ajaya Kumar and Another reported in 2011 (I) T.A.C. 785 (S.C.)** have observed as follows:

“9. Therefore, the Tribunal has to first decide whether there is any permanent disability and if so the extent of such permanent disability. This means that the Tribunal should consider and decide with reference to the evidence: (i) whether the disablement is permanent or temporary;(ii) if the disablement is permanent, whether it is permanent total disablement or permanent partial disablement, (iii) if the disablement percentage is expressed with reference to any specific limb, then the effect of such disablement of the limb on the functioning of the entire body, that is the permanent disability suffered by the person. If the Tribunal concludes that there is no permanent disability then there is no question of proceeding further and determining the loss of future earning capacity. But if the Tribunal concludes that there is permanent disability then it will proceed to ascertain its extent. After the Tribunal ascertains the actual extent of permanent disability of the claimant based on the medical evidence, it has to determine whether such permanent disability has affected or will affect his earning capacity.

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

In the aforesaid judgment the Hon’ble Apex Court have enunciated the following principles:-

All injuries (or permanent disabilities arising from injuries), do not result in loss of earning capacity.

The percentage of permanent disability with reference to the whole body of a person cannot be assumed to be the percentage of loss of earning capacity. To put it differently, the percentage of loss of earning capacity is not the same as the percentage of permanent disability (except in a few cases, where the Tribunal on the basis of evidence, concludes that percentage of loss of earning capacity is the same as percentage of permanent disability).

The doctor who treated an injured-claimant or who examined him subsequently to assess the extent of his permanent disability can give evidence only in regard the extent of permanent disability. The loss of earning capacity is something that will have to be assessed by the Tribunal with reference to the evidence in entirety.

The same permanent disability may result in different percentages of loss of earning capacity in different persons, depending upon the nature of profession, occupation or job, age, education and other factors.

10.2. In view of the authoritative guidelines as above, in the case in hand, it is to be ascertained as to whether disability sustained by the petitioner as per Ext.12 will lead to loss of future earning capacity. As per Ext.12, the petitioner has sustained Locomotor disability and as per the diagnosis the doctor opined that the same is 40% temporary. Ext.12 reveals that the disability is only one part of the body and not whole body of the Petitioner. The percent of disability as appears in Ext.12 cannot be assumed to be the percentage of loss of earning capacity. Accordingly, it is held that the petitioner is not entitled for compensation towards his loss of future earning.

11.1. So far the non-pecuniary damages under the head of pain, suffering, loss of amenities is concerned, as per the disability certificate (Ext.12), I am of the humble opinion that the injured-petitioner is entitled to **Rs.5,00,000/-** under the head of pain and suffering, for multiple series of surgery undergone by him, for the mental agony suffered by him.

11.2. It is the case of the Petitioner that due to the accidental injuries in question, the injured-petitioner is in continuous treatment for about a month. PW-1 has filed the disability certificate vide Ext.12 which reveals that the injured-petitioner is disabled to the extent of 40% in relation to his right leg. Hence, keeping in view the entirety of the facts and circumstances in the present case and keeping in view the disability of the petitioner, I assess an amount of **Rs.2,00,000/-** on account of the future treatment of the injured-petitioner.

11.3 In view of above, the compensation is awarded as hereunder to be paid to the claimant-petitioner :

Sl.No	Heads	Amount
(i)	Expenses relating to treatment, hospitalization.	Rs. 9,00,000/-
(ii)	Transportation & special diet	Rs. 40,000/-
(iii)	Attendant charges for the period of hospitalization.	Rs. 31,800/-
(vi)	Pain, suffering, loss of amenities.	Rs. 5,00,000/-
(vii)	Future medical treatment	Rs. 2,00,000/-
	Total Compensation	Rs.16,71,800/-

(Total Sixteen lakh Seventy one thousand Eight hundred only.

Determination of Issue No.4

12. So far as the liability is concerned from Ext.6, seizure list, it reveals that during course of investigation, police seized the offending vehicle bearing Regd. No. OD-05-AK-3931, Smart card, Insurance policy issued by OP No.2 valid up to 22.08.2019 and D.L of the accused driver Rajendra Prasad Parida valid till 19.01.2020. No such rebuttal evidence is adduced from the side of the OP No.2. Usually, OP No.1 who was the registered owner of the offending vehicle at the time of accident in question vicariously liable for the tortuous act of the driver, but as the insurance policy issued by Opp.Party No.2 in respect of the offending vehicle was valid by covering the date of accident, ultimately it is the Opp.Party No.2- insurance company is statutorily and contractually liable to pay the compensation as awarded above, to the Claimant-Petitioner, by way of indemnifying the registered owner of the offending vehicle. Therefore, this issue is answered accordingly.

Determination of Issue Nos.1 & 5.

13. So far as the maintainability of the case is concerned, it is not in dispute that the OP-1 is owner of the offending vehicle bearing No. OR-05-AK-3931. On the other hand, the insurance policy is admittedly insured with OP

No.2 which was valid on the date of the accident. As such OP No.1 and OP No.2 have been rightly arrayed as parties in this present case. Hence, the claim petition filed by the petitioner in its present form is found maintainable. However, the Petitioner is held entitled for the relief as discussed above, but not for any other relief.

After deciding all the issues in favour of the claimant-petitioner to the extent as observed above, the following order is passed:-

ORDER

14.1. In the result, the claim application of the Petitioner is hereby **allowed** in part on contest against the Opposite Party No.2 and ex parte as against Opposite Party No.1 without any cost to the following extent:-

14.2. Opposite Party No.2 (M/s. Oriental Insurance Company Ltd.) is directed to pay a sum of **Rs.16,71,800/-** (*Rupees Sixteen lakh Seventy one thousand eight hundred*) only to the Claimant-Petitioner Naman Kumar Goel @ Goyal with Simple Interest @ 7% per annum from the date of filing of the case i.e. ***from 13th August,2019*** through this Tribunal within **two months** hence, failing

which they would be at liberty to realize the awarded amount along with the interest at the rate of **12%** per annum after completion of **two** months through the process of law.

14.3. The total awarded amount shall be paid to the petitioner as per the following table. Out of the amount so awarded, the amount to be kept in fixed deposit scheme, in the name of petitioner, in any nationalized bank for the stipulated period under intimation to the Tribunal, has been given in the calculation table. The said fixed deposit be made with the conditions that quarterly interest thereon shall be paid to the petitioner on the fixed deposit so made; and that there shall be no premature withdrawal of the fixed deposit without the prior permission of the Tribunal. The rest amount as per the following table, along with the accrued interest on the total awarded sum to be paid in **cash** to the claimant-petitioner Naman Kumar Goel @ Goyal through this Tribunal.

S l. N o	Name of the petitioner	Relationshi p	Amount to be kept under Fixed Deposit (FD) for 6 years.	Amount to be Released within 60 days
1	Naman Kumar Goel @ Goyal.	Petitioner	Rs.10,00,000/-	Rs.6,71,800/-
TOTAL (Rs.16,71,800/-)			Rs.10,00,000/-	Rs.6,71,800/-

14.4. The insurance company shall therefore furnish cheques separately in respect of the amount to be paid as well as the amount to be kept in fixed deposit in shape of cheques, within **60** days from the date of this order.

14.5. As the claimants-petitioner has not paid the required Court Fees, the same be realized at the time of disbursement of the compensation amount. The claimant-petitioner is prohibited to pledge the above fixed deposited amount for any loan or otherwise without prior permission of the Tribunal.

14.6. A copy of this judgment be sent forthwith to the insurance company i.e. OP No-2 through e-mail as per the direction of the Hon'ble Supreme Court of India passed in *Bajaj Allianz General Insurance Company Pvt. Ltd. Vs. Union of India and others vide order dated 16.03.2021 in writ petition (Civil no.534/2020)*.

Sd/-

**2nd Additional District Judge-cum-Judge
3rd MACT, Cuttack**

The judgment is typed to my dictation by the Stenographer attached to this court directly on computer, corrected by me and pronounced in the open court this the 9th day of October, 2023 under my hand and seal of the Court.

Sd/-

**2nd Additional District Judge-cum-Judge
3rd MACT, Cuttack.**

List of the witnesses examined on behalf of the petitioner

PW-1	Naman Kumar Goel @ Goyal
PW-2	Bijaya Kumar Behera

List of witness examined on behalf of O.P. No.2

None

List of the exhibits marked on behalf of the Petitioner

Ext.1	Certified copy of FIR
Ext.2	Certified copy of Final Form
Ext.3	Certified copy of seizure list dtd.23.07.2019
Ext.4	Certified copy of seizure list dtd. 25.07.2019
Ext.5	Certified copy of seizure list dtd. 23.07.2019
Ext.6	Certified copy of seizure list dtd. 02.08.2019
Ext.7	Certified copy of Zimanama dtd.02.08.2019
Ext.8	Certified copy of Zimanama dtd 25.07.2019
Ext.9	Certified copy of Zimanama dtd.02.08.2019
Ext.10	Certified copy of injury report of injured.
Ext.11	Certified copy of injury report of Rajendra Parida
Ext.12	Disability certificate of the Petitioner
Ext.13	Discharge certificate dtd.19.08.2019

Ext.14	Discharge certificate dtd.02.10.2019
Ext.15	Discharge certificate dtd.10.11.2019
Ext.16	Original out patient tickets
Ext.17	Original mark sheet of BBA
Ext.18	Authorisation letter of PW-2
Ext.18/a	Signature of PW-2 on Ext.18
Ext.18/b & 18/c	Signatures of M.Manabendra Ra on Ext.18
Ext.19	Inpatient bill dtd. 19.08.2019
Ext.20	Pharmacy bill dtd. 19.08.2019
Ext.21	Admission form dtd. 21.07.2019
Ext.22	Bed head ticket (28 sheets)
Ext.23	Pharmacy bill dtd. 02.10.2019
Ext.24	Admission form dtd.20.09.2019
Ext.25	Bed head ticket (7 sheets)
Ext.26	Admission form dtd. 10.11.2019
Ext.27	Admission form dtd 01.11.2019
Ext.28	Discharge certificate dtd.10.11.2019

List of the document marked on behalf of OP No-2

Nil

List of M.Os on behalf of the Petitioner

MO-I to MO-XX X-ray plates.

Sd/-

**2nd Additional District Judge-cum-Judge
3rd MACT, Cuttack**