

MHGO010004432022



Presented on : 16.03.2022
Registered on : 19.03.2022
Decided on : 01.04.2026
Duration : 4-Y. 00-M.16-D.

Exh. _____

**BEFORE THE CHAIRMAN, MOTOR ACCIDENT CLAIMS
TRIBUNAL, GONDIA.**

(Presided over by R. N. Joshi)

MOTOR ACCIDENT CLAIM PETITION NO.92/2022.

CLAIMANT:

Dhanraj S/o Bharatram Chute,
Age : 32 Years, Occupation: Nil,
(Before accident mason)
R/o- Sherpar/Kotra, Po. Lohara,
Tah. Salekasa, Dist. Gondia.

--Versus--

RESPONDENTS:

- 1. Nilam W/o Dilipkumar Yadav,**
Age : Major, Occupation: Owner of
CG-04-HY-7853,
R/o- Chhindwara Indore Roadways,
Shop No.1, Sai Complex, Gondwara,
Tah. & Dist. Raipur (C.G.).
- 2. The Branch Manager,**
The New India Assurance Co. Ltd.,
Post Box No.35, 1st Fl. Madina Bldg,
Medical College Road, Raipur
Insurer of CG-04-HY-7853
Policy No.46070031210100005456
Valid from 13.10.2021 to 12.10.2022
- 3. Branch Manager,**
The New India Assurance Co. Ltd.,
Ganesh Nagar, Gondia (M.S.), 441601

**CLAIM PETITION UNDER SECTION 166 OF THE MOTOR
VEHICLES ACT.**

: APPEARANCE :

Smt. A. D. Timande, Advocate for claimant.
Shri. R. N. Bhajipale, Advocate for respondent No.2.
Respondent Nos.1 & 3 --- Exparte.

J U D G M E N T
(Delivered on 1st April, 2026)

By the present claim under Section 166 of the Motor Vehicles Act, 1988, the claimant claimed compensation on account of alleged accidental injuries arising out of use of motor vehicles, resulting in permanent disability to him.

2] The claimant claimed that, on 01.01.2022 at 15:30 hours, he was proceeding on motorcycle in moderate speed on Gondia-Kohmara Road at Khajari-Sadak-Arjuni and one Bharatram was pillion rider. The said motorcycle was driven by the applicant/claimant in controlled manner and in moderate speed by following the traffic rules by the left side of the road. At the relevant time, one Truck bearing registration No.CG-04-HY-7853 came from the backside of the motorcycle in rash and negligent manner and gave dash to his motorcycle. The offending Truck driver was negligent in driving the Truck. Due to the forceful dash, the claimant and

the pillion rider fell down from the motorcycle and sustained various injuries. The pillion rider Bharatram sustained grievous injuries to his head, waist and stomach. He died on the spot. He further claimed that, the wheel of the offending Truck passed over the right hand of the applicant/ claimant, due to which, the applicant/claimant sustained crushed injuries of his right hand. He was taken to KTS Hospital, Gondia, where he was admitted for 2-3 hours, then he was referred to Government Medical College, Nagpur, where two operations were performed on his hand and ultimately amputation of right hand was performed by major operation. He contended that, the accident took place due to the negligence of the driver of the offending vehicle as at the relevant time the driver drove the Truck in negligent and careless manner. The Police Station, Duggipar, District Gondia registered offence bearing Crime No.02/2022 on 01.01.2022.

3] It is further claimed that, at the time of accident, the applicant/claimant was aged about 36 years. He was doing mason work and used to earn Rs.15,000/- per month. The applicant/claimant is well educated person, but due to the accident, his future became darkened.

4] It is further claimed that, the applicant/claimant

sustained 100% professional/working disability. Therefore, he lost 100% of his income. Therefore, Rs.15,000/- x 12 months = Rs.1,80,000/- is the annual loss of income. As the applicant/claimant was aged 36 years old at the time of accident, as per Schedule II B, the factor is '16', therefore, the loss of income is calculated as Rs.1,80,000/- x 16 = Rs.28,80,000/-.

Income per month	...	Rs.15,000/-
100% disabled, so, 100% of Rs.15,000/-	...	Rs.15,000/-
Loss of income per year (Rs.15,000/- x 12 months)	...	Rs.1,80,000/-
Multiplier 16		
Loss of income = Rs.1,80,000/- x 16	...	Rs.28,80,000/-

5] He further contended that, due to amputation of right hand, he is suffering from body pain and he cannot do any work. His treatment is still continuing. There are major operations performed on his right hand and he incurred Rs.2,00,000/- expenditure. He was admitted for 10 days in the Hospital and incurred huge expenditure of Rs.4,00,000/- for treatment and the treatment is still going on. His physical and mental condition is very weak. He is unable to do the natural activities. Due to the crucial circumstances in his life, he has no strength, but has to take challenges to be stable to fight against the situations. According to him, he therefore

sustained severe pain, agony, mental and physical sufferings and therefore, the total compensation claimed is as under;

1.	Loss of income	...	Rs.	28,80,000/-
2.	Medical Expenditure	...	Rs.	4,00,000/-
3.	06 months bed rest as advised by Doctor.	...	Rs.	90,000/-
4.	Compensation towards mental and physical pain, shock and agony	...	Rs.	1,00,000/-
5.	Special diet	...	Rs.	50,000/-
6.	Disfiguration of body	...	Rs.	2,00,000/-
7.	Disability Rs.2000/- for 01 percent, therefore, for 100% = Rs.2,000/- x 100	...	Rs.	2,00,000/-
8.	Future prospect 40% (calculated on Rs.28,80,000/-)	...	Rs.	11,52,000/-

Thus, total claim is of Rs.50,72,000/-.

6] For the purposes of Court fees, the claimant restricted his claim to Rs.1,00,000/- with liberty to pay the Court fees on the amount granted over and above Rs.1,00,000/-. He also claimed interest at the rate of 18% per annum from the date of petition till realization.

7] The respondent Nos.1 and 3 are proceeded exparte in view of order dated 18.09.2024, as they are

respectively duly served vide Exhs.7 and 9, yet, they failed to appear.

8] The respondent No.2 Insurance Company contested the claim by filing written statement at Exh.14. The Insurance Company denied the entire claim in totality as claimed by the claimant, including the accident, mode and manner of the accident, involvement of the vehicle, age, occupation and income of the claimant, alleged loss, accidental injuries, permanent disability, loss of earning, the claims in respect of compensation on all heads as claimed by the claimant. It is special pleading of the respondent No.2 that the documents filed by the petitioner are not admissible that the accident occurred due to the fault of claimant himself who was riding the motorcycle without wearing helmet without any driving license issued by R.T.O.. Therefore, there is negligence of the claimant himself. Further, it is contended that, the respondent No.2 is entitled to be exonerated, as there is breach of policy terms and conditions by the owner and therefore, claim is liable to be dismissed against the respondent No.2. The bills are exorbitant and false. The Insurance Company of the motorcycle is not made party. Therefore, claim is bad for non-joinder of necessary party. The registration particulars, fitness, permit of alleged offending

vehicle are denied in toto. It is further contended that, the driving license of the offending Truck driver is not filed on record. Therefore, Insurance Company is not liable as it is a fundamental breach of policy and prayed to dismiss the claim.

9] The issues are framed at Exh.15 by the then Member, M.A.C.T., Gondia.

10] The claimant to prove the claim examined himself at Exh.18 and relied upon documents viz. Form-AA at Exh.20, Inquest Panchnama at Exh.21, Printed FIR at Exh.22, Spot Panchnama at Exh.23, National Permit Certificate at Exh.24, Insurance Policy of Truck at Exh.25, Copy of Ration Card at Exh.26, School Leaving Certificate of applicant/claimant at Exh.27, Fitness Certificate of the Truck at Exh.28, the medical and other bills at Exhs.29/1 to 29/79, Disability Certificate of permanent disability at Exhs.30/1 and 30/2 and closed the evidence.

11] As already stated the claim proceeded exparte against respondent No.1 and 3. The respondent No.2 did not lead any evidence in defence though sufficient opportunity was granted, therefore, vide order dated 01.04.2026, the claim is proceeded without evidence on behalf of respondent

No.2 Insurance Company.

12] I have heard Learned Advocate Smt. Timande and Learned Advocate Shri. R. N. Bhajipale for the respondent No.2 Insurance Company.

13] Learned Advocate Smt. Timande prayed as per claim to allow the application and grant maximum compensation as claimed.

14] On the other hand, Learned Advocate Shri. Bhajipale vehemently argued on behalf respondent No.2 that, the claimant has not produced the driving license of the driver of the offending vehicle. Therefore, there is prima-facie breach of conditions of the insurance policy. Therefore, he prayed that the Insurance Company be exonerated.

15] On the other hand, Learned Advocate for claimant submits that, the duty to prove the breach, by law, is the obligation upon the person who asserts such breach. Therefore, in this case, it was the burden of the Insurance Company to prove the breach. Insurance Company failed to prove the breach and discharge the burden casted on them. Claimant produced the documents which are available.

Insurance therefore is not disputed as it presupposes that when Insurance Company is arguing that there is breach of terms and conditions of the insurance policy, it presupposes insurance is admitted by the Insurance Company. In view of above, she claimed to allow the claim and to reject the submissions on behalf of Insurance Company.

16] It is further argued on behalf of Insurance Company that, the driver is not made as a party to the petition, therefore, there is non-joinder of necessary parties. It is further contended that, the name of the driver is not mentioned in the entire petition, therefore, it is not possible for the Insurance Company to examine a particular R.T.O. with whom the driving license of driver would have been registered. Therefore, also he prayed that adverse inference be drawn against the claimant.

17] On the contrary, Learned Advocate for claimant Smt. Timande submits that, the driver is not a necessary party. FIR copy is filed on record which shows the Crime No.02/2022. If the name of the driver is not provided by the Investigating Officer in DAR or to the documents provided to the claimant, then it was very easy for the Investigating Agency who have their investigators throughout the nation

who without inspection of the records of the crime, do not submit their report to the Insurance Company. It was very easy for them to have verified from the charge-sheet the name of the driver. The Insurance Company failed to exercise due diligence and therefore, there cannot be any negligence or adverse inference against claimant, but against the Insurance Company.

18] Learned Counsel for claimant further replied in argument that, there is no notice issued on behalf of Insurance Company to the owner or to the claimant to produce document nor any such document is filed on record by the Insurance Company to produce the driving license of the driver or the details of the driver. Therefore, prayed to reject the submissions of the Insurance Company.

19] In view of rival submissions, perused the record, evidence adduced and the documents produced, I have answered the issues for the reasons thereunder;

<u>Sr.</u> <u>No.</u>	<u>Issues</u>	<u>Findings</u>
1)	Whether the claimant/petitioner proves that the vehicular accident had occurred on 01/01/2022 at 15:30 hours at Khajari/Sadak-Arjuni due to the rash	... In Affirmative.

and negligent driving of the driver of offending vehicle i.e. Truck bearing registration No.CG-04-HY-7853 ?

- 2) Whether the claimant/petitioner proves that he sustained severe injuries/permanent disability in the said... **In Affirmative.** accident ?
- 3) Whether the claimant/petitioner is entitled to get compensation ? If yes, from whom and to what extent ? **Yes. Rs.19,21,161/- with interest @ 7% P. A. ... from respondent Nos.1 and 2 jointly & severally.**
- 4) What order or award? **... As per final order.**

: REASONS :

AS TO ISSUE NOS.1 TO 3:-

20] The claimant in his claim evidence testified as per the claim that, he sustained permanent disability because of the grievous injuries sustained by him in the accident when on 01.01.2022 at about 15:30 hours while he was proceeding from Gondia to Kohmara road at Khajari/Sadak-Arjuni, the Truck No.CG-04-HY-7853 came from backside and gave dash to his motorcycle. The driver of the Truck drove the Truck

negligently in high speed and carelessly without considering the traffic and gave him dash when he was in moderate speed on the left side of the road driving his motorcycle in a controlled manner. He was accompanied by pillion rider. He sustained injuries due to fall because of impact of the accident and the wheel of the Truck went over right hand. He also sustained other injuries on his head. He was taken to KTS Hospital, Gondia and thereafter Government Medical College and Hospital, Nagpur, where operations were performed on his hand. He incurred approximate Rs.6,00,000/- for the treatment including operations. Yet, he is unable to do any work. He is continuously suffering pain. He is unable to lift heavy objects. He is suffering pain while writing. He is unable to move. He is depending on others. He is unable to do his daily work, therefore he sustained 100% permanent disability.

21] In his cross-examination, it was tried to be put to him that, he was not possessing the driving license to drive motorcycle, on which the claimant stated that, he was having learning license. It is brought on record that, he did not produce the driving license of the Truck driver on record, but he denied the suggestion that, the accident occurred because of his own negligence and that, there was no negligence of the driver of the offending Truck.

22] As regards the fact of accident and the mode and manner of the accident, nothing is elucidated from his cross-examination.

23] The testimony of the claimant therefore has to be considered with the documents produced on record viz. the First Information Report at Exh.22. The perusal of the FIR shows that, it was lodged by Bhumeshwar Ramdas Kathane. In the report, he alleged that, on 01.01.2022 at about 2:00 p.m., father of his sister-in-law Bharatram Rama Chute and brother of his sister-in-law namely Dhanraj Bharatram Chute had been to their house on a two wheeler and they departed at about 3:30 p.m. after having meals via Gondia Road at Khajari/Sadak-Arjuni. While so proceeding, Truck bearing No.CG-04-HY-7853 driven negligently by it's driver give dash from backside, in which Bharatram Rama Chute fell down on the road and the wheel of the Truck proceeded from above the head of Bharatram, which caused crush injury of his head and he died on the spot. Dhanraj Chute (claimant) who was driving motorcycle also fell down and the wheel of the Truck went over his right hand. Therefore, he sustained grievous injuries. The Truck driver did not stop the Truck and ran away from the spot. People who gathered, dialed 108 and Ambulance was called. After sometime when Ambulance

came, Dhanraj Chute was taken to KTS Hospital, Gondia, where informant admitted him and claimant was under treatment. Therefore, informant lodged report that, the driver of the Truck No.CG-04-HY-7853 gave dash to the motorcycle and thereafter ran away. The report is lodged at 23:40 hours of same day of accident on 01.01.2022. The AA Form on record shows the date and time of accident as claimed by the claimant along with the registration number of the Truck and owner of the Truck as respondent No.1 Nilam Dilipkumar Yadav. The name of the driver of the Truck is not mentioned.

24] The spot panchnama at Exh.23 shows that, it was prepared on the same day of accident between 17:30 hours to 18:45 hours before lodging of the report and registration of crime. The panchnama shows that, the Police received the information about the accident from Police Patil Indraraj Chandanlal Raut, in which also the Truck number is mentioned as CG-04-HY-7853, which gave dash to the motorcycle, in which the pillion rider died on spot and the rider sustained grievous injuries. The Truck driver left the Truck on the spot and ran away. Therefore, Station Diary No.37/2022 was registered and panchnama proceeding was taken up. The spot was shown by the Police Patil Indraraj Chandanlal Raut. The spot is the State Highway No.753

Gondia to Kohmara Road, which is 20 feet wide from South to North. There are blood spots and stains on the road towards South side with break marks of the tyre with the pieces of meat crushed of the deceased on the spot. The two wheeler of the injured Dhanraj Chute was lying on the left side of the road and the Truck No.CG-04-HY-7853 was also standing on the spot.

25] From the FIR, spot panchnama and the Form-AA, it is crystal clear that, the accident did occur on the spot as claimed by the claimant. The involvement of the motorcycle of the claimant and the Truck bearing No.CG-04-HY-7853 is also crystal clear as it is on the spot itself when panchnama was prepared within two hours of the incident in which one person died on the spot. Therefore, I hold that, claimant proved the involvement of the Truck and the accident which occurred. The claim of the claimant that the Truck driver gave dash from backside though challenged, is not diluted. Therefore, it is crystal clear that, the accident occurred due to the negligence of the driver of the Truck bearing No. CG-04-HY-7853. This is for the reason that, the Truck was coming from backside and the motorcycle was driven by the claimant which was ahead of the Truck. If the Truck gave dash from backside which is a heavy vehicle, having better controls

shows that the driver of the Truck was the person who was negligent in the accident and due to his sole negligence, the accident occurred. As regards non-wearing of helmet by the claimant is of no consequence as there is no injury on the head of the claimant. But, so far as regards happening of the accident is concerned, the accident occurred due to the negligence of the driver of the Truck is proved.

26] The AA Form further establishes that, the Truck bearing No.CG-04-HY-7853 is owned by the respondent No.1, which is established also from the Authorization Certificate at Exh.24, which is National Goods Permit Certificate issued in the name of respondent No.1. The authorization is valid from 30.10.2022 till 30.10.2025. The accident occurred on 01.01.2022. This authorization was originally issued on 15.10.2015 and the authority was issued on 02.12.2021. The authorization also contains the National Permit Authorization as well as Goods Permit. Therefore, from the date 02.12.2021, there is a valid permit on the date of accident.

27] Exh.25 is the insurance policy which further confirms the ownership of the insured as respondent No.1. The policy is for the period from 13.10.2021 to 12.10.2022. Therefore, the insurance was valid for the commercial vehicle

package policy for the offending Truck. Therefore, it is clear that, the offending Truck at the relevant time was owned by the respondent No.1 and was insured with the respondent No.2 at the time of accident under a valid insurance and it was having legal authority and permit to carry goods which was having National Permit.

28] A question is raised that, the Form-AA does not whisper about the driver of the Truck. The claimant did not make the driver of the Truck party to the claim. Therefore, there is non-joinder of necessary parties. Further, it is claimed that, the license of the driver of the Truck is neither mentioned nor produced in the claim. Therefore, he was not having any valid driving license at the time of accident.

29] All the three submissions are to be outrightly rejected for the reasons that, first of all, driver is not a necessary party. The respondent No.1 is the registered owner of the offending Truck. She is vicariously liable for the negligence of the driver. When the vehicle is insured with the respondent No.2 Insurance Company, the Insurance Company indemnified the owner to pay any losses caused to third party which may occur to the owner by the use of the said Truck if it is used as per the policy. The only conditions are that, there

should not be any breach of any condition of the policy. If the owner willfully commits breach of the terms and conditions of the policy, then Insurance Company may not be liable. However, to prove breach of terms and conditions of the policy is the responsibility and burden casted upon the Insurance Company and not the claimant. The Insurance Company did not lead any evidence and is proceeded without evidence. No application was filed on record to issue any summons to any witness whatsoever, including any R.T.O. Office. Therefore, as no steps were being taken for more than five dates, therefore the evidence on behalf of Insurance Company was closed. In above facts, when Insurance Company did not lead any evidence, the conclusion is therefore that Insurance Company failed to prove the breach of the terms and conditions of the policy of insurance.

30] The contention that the name of driver is not mentioned in the AA Form by the Police or in the claim by the claimant, will not be helpful to the respondent No.2 Insurance Company for the reason that, Police machinery is an independent machinery. Even upon investigation when the AA Form was issued, if they did not mention the name of the driver, there are two possibilities; (1) that the name of the driver is not revealed, and (2) that the name of the driver is

revealed, but due to mistake, it is not mentioned.

31] The claimant is not equipped with a nationwide network to take inspection of the record and bring the documents. On the other hand, the respondent No.2 Insurance Company is having nationwide network. They have investigators who investigate each and every claim and submit a report to the Insurance Company. No such report is produced on record by the Insurance Company. Moreover, the Insurance Company did not issue any notice to the claimant to produce the name of the driver nor the Insurance Company produced on record any notice issued to the owner to disclose the name of the driver and to produce the driving license of the driver. The owner is proceeded ex parte. In absence of the documents produced on record, the another mode available for Insurance Company was to take search at Police Station and the concerned Jurisdictional Court where charge-sheet is filed, which would have surely given the name of the driver of the Truck. The Insurance Company did not lead any evidence to show any such efforts having been made. In absence of such evidence, the contention on behalf of the Insurance Company-respondent No.2 cannot be accepted that the driver of the Truck was not having legal, effective and valid driving license at the time of accident, cannot be accepted. Unless

such evidence is brought on record and the above fact is proved by the Insurance Company, the claimant's claim cannot be negated. When such a mighty company having network is unable to produce the details on record, such details cannot be expected from a claimant who is resident of a rural village having no such means or resources that of Insurance Company. Therefore, I hold that, the Insurance Company failed to prove breach of any terms and conditions of the policy. In view of above, the owner is vicariously liable for the negligence of the driver of the Truck and the respondent No.2 Insurance Company is contractually liable to pay the compensation to the claimant.

32] Now, the question is, what is the quantum of the compensation to be payable to the claimant.

33] If the claim petition is perused, the claimant claimed that, his right hand is amputated and he sustained permanent disability. It is also claimed in the claim that, before the amputation, there were two major operations of his right hand due to the crush injury of his right hand, as claimed in Para No.A after Clause-22 at Page No.4 of the claim as well as Para No.D of the claim petition at Page No.5. However, if the testimony of claimant is perused, he is

consistent with the above facts in his deposition that his hand was operated and amputated at Government Medical College and Hospital at Nagpur. The disability certificates produced on record at Exhs.30/1 and 30/2 upon perusal show that, the claimant sustained right shoulder disarticulation and he suffered 90% permanent physical disability. The certificate is issued by the medical authority. The certificate at Exh.30/2 confirms the above fact that the claimant sustained 90% permanent physical disability.

34] Now, the question is, what was his income and whether he incurred any expenditure for the purposes of treatment as claimed by him.

35] Merely because the claimant admitted in his cross-examination that, his treatment was mainly at the Government Hospital, the suggestion that he did not incur any expenditure cannot be accepted for the reason that number of times the Government Hospitals do not provide the medicines necessary on the various exclude excuses, including non-availability of the same. Furthermore, post treatment once discharged, the medicines are not available or not made available. Therefore, the patients would surely purchase the medicines from where they stay or from the nearby medical

stores. The claimant produced on record the medical bills at Exh.29/1 to 29/79, which are original medical bills, tickets showing travelling expenditure. These expenditures are the expenditure incurred by the claimant. Claimant is entitled for the above expenditure as treatment and transportation expenditure. The total of the same comes to Rs.1,77,160.80 rounded to Rs.1,77,161/-.

36] The claimant claimed that, he was working as a mason and earning Rs.15,000/- per month. There is no document to prove the said income. No person is examined to show that claimant was in fact working as mason. In absence of any proof of income, it cannot be accepted that the claimant was in fact working as a mason and earning Rs.15,000/- per month for want of evidence. In view of above, the income of the claimant is to be considered as notional income in the year 2022. The School Leaving Certificate is on record at Exh.27, which shows his date of birth is 06.07.1989. Therefore, the age of the claimant on the date of accident is 32 years, 05 months and 26 days.

37] When there is amputation of the right hand arm from the shoulder joint, his professional working efficiency is reduced to 100% cannot be disputed with for the reason that

the claimant was working as a labourer because claimant did not establish that he was working as a mason. Therefore, the loss of income of the claimant is 100%.

38] The notional income of the claimant cannot be less than Rs.200/- per day in the year 2022, which is the minimum labour charges in the year 2022. Therefore, the notional income of the claimant in the year 2022 is considered at Rs.6,000/- per month. Therefore, his annual loss of income would be Rs.72,000/-.

39] On above amount, multiplier applicable would be '16' by considering the age of 32 years, 05 months and 26 days of the claimant and not 36 years for the reason that, this typographical error of the counsel cannot be used to penalize claimant who is a villager coming from rural area and a labourer. When there is document showing his age, date of birth according to which, his age is 32 years, 05 months and 26 days, therefore, to grant just and reasonable compensation, his proper age should be considered as document is available on record showing his date of birth. Therefore, Rs.72,000/- x 16 = Rs.11,52,000/- is the loss of income.

40] The claimant is also entitled for future prospects,

though not salaried, but considering his age to the tune of 25% of the above amount, which comes to Rs.2,88,000/-.

41] Immediately post operation, the claimant would have required attendant, therefore, the claimant is entitled for attendant charges with their lodging and boarding for a period three months, which comes to Rs.27,000/- at the rate of Rs.300/- per day.

42] Apart from above, the claimant is also entitled for special diet to the tune of Rs.9,000/- for three months at the rate of Rs.100/- per day.

43] Though the claimant has suffered amputation of right hand and the disability certificate shows 90% permanent disability of the limb, it is settled that, such percentage cannot be treated as whole body disability. In similar cases, even where amputation is proved, Courts have assessed lower functional disability depending upon evidence of occupation and earning capacity. In the present case, no documentary proof of occupation as mason is produced, hence, 100% functional disability cannot be presumed. In such circumstances, the permanent disability to be calculated cannot be more than 25% at the most, as disability of the limb

is 90% of one limb only, but the impact and effect may be different. As the claimant is working as mason, he may be required to lift heavy weights and carry them from one place to another. Therefore, the disability of the claimant is calculated at the higher side to the tune of 25% permanent disability. Therefore, on account of permanent disability, it is not the case that claimant lost his job. In view of above, for permanent disability in the year 2022 and which would remain with him for throughout the life, I hold that, claimant would be entitled to the tune of Rs.2,000/- per percent, therefore, for 25% on account of permanent disability (Rs.2,000/- \times 25 = Rs.50,000/-), claimant is entitled for Rs.50,000/-.

44] Apart from above, the contention of the claimant that, he was doing mason work, however, is not established on record by any other documentary evidence. However, that does not mean that the claimant was not doing any work. Even if, the income is not considered to be Rs.15,000/- per month as claimed by the claimant. The income of the claimant in the year 2022 cannot be less than Rs.6,000/- per month. In view of above, for three months, the claimant must have required rest, for which the claimant would be entitled for Rs.18,000/- i.e. Rs.6,000 \times 3 = Rs.18,000/- as loss of

earning.

45] As the compensation is granted on account of disability percentage, separate per percent disability cannot be counted. However, the claimant would be entitled for physical pains and suffering and shock and disfiguration, which in the lump-sum quantify to Rs.2,00,000/-.

46] It is brought on record that, the offending vehicle was driven by the driver of respondent No.1 and accident occurred due to negligence of driver of respondent No.1 and at that time, the respondent No.1 was the owner. Therefore, the respondent No.1 is vicariously liable for the negligence of driver. The vehicle of the respondent No.1 was insured with the respondent No.2 Insurance Company. Therefore, Insurance Company is contractually liable to pay the compensation. Hence, the respondent Nos.1 and 2 are jointly and severally liable to pay the compensation to the claimant. Therefore, the claimant is entitled for compensation as follows:-

<u>Particulars of charges.</u>	<u>Amount</u>	
Medical Expenditure & transportation expenditure.	Rs.	1,77,161/-
Loss of income.	Rs.	11,52,000/-

Future prospects,	Rs.	2,88,000/-
Attendant charges with their lodging and boarding	Rs.	27,000/-
Special diet	Rs.	9,000/-
Permanent disability.	Rs.	50,000/-
Loss of earning.	Rs.	18,000/-
Physical pains and suffering and shock and disfiguration,	Rs.	2,00,000/-
Total:	Rs.	19,21,161/-

Therefore, the claimant is entitled for total amount of Rs.19,21,161/- from the respondent Nos.1 and 2.

47] The claimant claimed 18% interest, however, the interest should be just reasonable which comes to 7% per annum, which is the bank rate at present provided on F.D. by any bank. Therefore, on the above amount, claimant is entitled for interest at the rate of 7% per annum from the date of claim till it's realization. Therefore, the claimant is entitled to the tune of Rs.19,21,161/- as compensation from respondent Nos.1 and 2 jointly and severally along with interest at the rate of 7% per annum from the date of claim till it's actual realization. Therefore, I answer issues accordingly and proceed to pass following order.

ORDER

1. The claim petition is partly allowed.
2. The respondent Nos.1 and 2 shall jointly and severally pay compensation of Rs.19,21,161/- (Rs. Nineteen Lakh, Twenty One Thousand, One Hundred, Sixty-One only) inclusive of NFL amount, if any, along with interest @ 7% per annum from the date of petition till actual realization of the amount to the claimant.
3. The respondent Nos.1 and 2 are hereby directed to deposit award amount including interest, if any, only through NEFT/RTGS in A/C No.40663486699 (MOD Bal: 0.00) – IFSC : SBIN0000376 which is Account Number of the MACT, Gondia.
4. On depositing the above amount by the respondents along with accrued interest, **50%** amount be kept in fixed deposit in the name of claimant in any Nationalized Bank for a period of five years and balance be paid to him as per rules by bank transaction.
5. The claimant to deposit the deficit Court fees, if any, within 30 days.
6. Award be drawn up accordingly.

The judgment dictated and pronounced in open Tribunal. After transcription, correction, if any and signature, it be uploaded.

Place: Gondia.
Date:- 01.04.2026.

Sd/-
(R. N. Joshi)
Chairman, M.A.C.T. **GONDIA.**