MHKO080005732022

Received on	**:**	**01.09.2022**
Registered on	**:**	**03.09.2022**
Decided on	**:**	**14.08.2026**
Duration	**:**	**03Y 11M 13D**

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL, GADHINGLAJ, AT - GADHINGLAJ.
(Presided over by Amit Anant Laulkar)

M.A.C.P. No.17/2022.
(CNR No.MHKO080005732022)
Exh.No.73/A

1) **Smt. Sarika Nishikant Bagadi**
Age – 42 years, Occu. Service,
R/o. Harali Khurd, Tal. Gadhinglaj,
Dist. Kolhapur.

2) **Kum. Harshwardhan Nishikant Bagadi**
Age – 17 years, Occu. Education,
R/o. As Above.

..Petitioners

3) **Kum. Sarvadnya Nishikant Bagadi**
Age – 10 years, Occu. Education,
R/o. As Above.

4) **Shri. Pandurang Baburao Bagadi,**
Age – 83 years, Occu. Nil,
R/o. As Above.

//Versus//

1) **Shri. Prakash Sadashiv Kamble**
Age – 34 years, Occu. Driver,
R/o. Satara Road, Jat,
Near KM High School Jat,
Tal. Jat, Dist. Sangli.

..Opponents

2) Shri. Vijay Parsaram Bamane,
Age – 34 years, Occu. Business,
R/o. Parsaram Tulshiram Bamane,
C.S.No.2909/16, B Ward,
Plot No.17, Subhash Nagar, Kolhapur.

3) Iffco Tokio General Insurance Co. Ltd., **..Opponents**
Serving Office - 1st floor, Jaju Arcade,
Near Damini Hotel, Tarabai Park,
Kolhapur.

Claim : Rs.75,00,000/- U/s. 166 of the Motor Vehicles Act, 1988.

Appearance :-
Shri. S. A. Teli, Ld. Advocate for the Petitioners,
Shri. T. P. Shinde, Ld. Advocate for Opponent Nos.1 and 2,
Shri. A. M. Bamane, Ld. Advocate for Opponent No.3

JUDGMENT
(Delivered on this 14th Day of August, 2026)

1. Untoward mishap causing death of Nishikant Pandurang Bagadi has triggered his legal representatives to move instant application vide section 166 of the Motor Vehicles Act, 1988 and crave leave for compensation.

Vignette Facts Are As Follows :-

2. Petitioner No.1 is wife, whereas petitioner no.2 is son, petitioner no.3 is daughter and petitioner no.4 is father of deceased Nishikant. They are presently residing at village Harali Khurd, Tal. Gadhinglaj, Dist. Kolhapur.

3. *Per* petitioners, on the fateful day of accident i.e. on 20.07.2022, the deceased Nishikant Pandurang Bagadi and one Santosh Bajarang Shinde were going from Gadhinglaj to Choukul through Amboli – Choukul road by riding motor-cycle bearing No. KA-23-Q-3854 for attending their job at Choukul. The deceased was riding the said motor-cycle and injured Santosh was pillion rider. When the deceased riding his motorcycle slowly, cautiously by left side of road, reached in the vicinity of Amboli- Nagarta on Amboli-Ajara Road, one Toyota Car bearing No. MH-09/DA-5278, which was coming from his opposite side, being driven by its driver Opponent No.1 very rashly, negligently and in excessive speed, could not control his vehicle and gave violent dash to the motor-cycle of the deceased by coming towards wrong side of road and severe accident took place. The deceased was thrown away from his motor-cycle and sustained grievous injuries on his vital organs of body and instantly died on spot. After his death postmortem was carried out. The matter was reported to concerned police-station Sawantwadi, who registered crime No. 115/2022 under sections 279 and 304-A of the Indian Penal Code R/w 184, 185 Of Motor Vehicle Act and after due investigation charge-sheeted against Opponent No.1 for the said offence. It is submitted that accident took place due to sole negligence of Opponent No.1 driver of said Toyota Car and he is solely responsible for the accident.

4. It is urged that, deceased was 47 years old and he was quiet healthy and strong at the time of accident. He was strong, stout and healthy. He was not suffering from any disease. He was serving

as Branch manager in Sindhudurg District Co-Op. bank, Branch - Choukul and getting salary of Rs.40,292/- per month. There were chances of increase in salary. He was spending for his maintenance and personal expenses. Due to the accident of the deceased, there is no one to look after their family. Owing to unexpected death of Nishikant, petitioners have sustained huge losses both pecuniary and non-pecuniary. The accident has been caused solely due to rash and negligent driving of Toyota Car driver. Opponent No.1 is driver of said errant vehicle which was owned by opponent No.2 at the time of accident whereas it was duly insured with opponent No.3. According to petitioners, all opponents are jointly and severally liable for the compensation. As the compensation amount is not shaded immediately after the incident, petitioners were constrained to knock the doors of the Tribunal for desired reliefs. At the end, they implored for conferring compensation as just and fair in all senses.

5. Post receipt of notice opponent Nos.1 and 2 caused appearance before the Tribunal and raised potent objections to the claim with their detailed reply cum written statement below Exh.27.

6. Opponent No.3 caused appearance and raised stiff objections to the claim with their detailed reply cum written statement below Exh.21. According to them, the claim is false and frivolous. It is excessive in all respects. All allegations are denied. The age, occupation and the income of the deceased is also denied. It is primarily urged by the opponent that this claim is bad in law as this Toyota Car driver was not possessing valid driving license to

drive the vehicle, hence this claim be dismissed with costs. The accident is caused at the instance of the deceased who was driving his motorcycle rashly and negligently. Further the deceased was not having regards with the rule of law of the land as he was riding his vehicle without following the rules and driving his vehicle from the very wrong side of the road. It is mainly pointed that at the time of alleged incident the Toyota Car driver was under influence of alcohol and therefore he is charged with Section 185 of the M.V.Act. There is complete breach of terms of the insurance policy. Ultimately they are not liable accountable for compensation. On all above counts, it implored for rejection of claim in *limine*.

7. In accordance with pleadings, following issues are postulated by my ld. predecessor, below Exh. 28.

8. To buttress their claim, petitioner No.1 (PW1) testified for herself and other petitioners below Exh.29. She further relied upon following documents such as :-

1) F.I.R. (Exh.31),
2) Complaint (Exh.32),
3) Panchanama (Exh.33),
4) Inquest panchanama (Exh.34),
5) First report of crime incident (Exh.35),
6) Certificate (Exh.36), P.M. Report (Exh.37),
7) DAR (Exh.38 & 39),
8) Driving License (Exh.40 & 41),
9) Insurance Policy (Exh.42).

9. Petitioners further examined the Manager of Sindhudurg District Co-Op. bank, Mr. Kishor Govekar (PW2) below Exh.50, who proved Pay slip of the deceased below Exh.51 and 52, The pillion rider at the time of accident Mr. Santosh Shinde (PW3) was examined below Exh.54. By filing separate pursis below Exh.55, petitioners winded up their evidence.

10. *Per contra*, opponent Nos.1 and 2 did not choose to tender any evidence.

11. Opponent No.3 examined API Amit Gote (OW1) below Exh.68 who is IO in the crime No. 115/2022 registered with police-station Sawantwadi, against Toyota Car driver. He tendered Copy of Final Report in the said crime Below list Exh.67 Eventually their evidence was closed by this tribunal.

11. Heard learned *Adv. Mr. S.A. Teli* on behalf of petitioners and learned *Adv. Mr. A.M.Bamane* on behalf of opponent No.3 at deep length. Written notes of arguments are placed below Exh.69

12. In view of rival contentions, following issues emerges for determination, my findings thereon are as follows -

Sr. No	Issues	Findings
(1)	Whether the deceased Nishikant Pandurang Bagadi died due to the rash and negligent driving of Toyota Etios Car bearing registration No.MH-09-DA-5278 ?	Yes.

(2)	Whether there was breach to the policy ?	Yes.
(3)	Whether the petitioners are entitled to get compensation ? If yes, what should be the compensation ? And who should pay the compensation ?	Partly Yes, As per final Order.
(4)	What order and award ?	Application is Partly allowed.

REASONS

As to Issue No.1 :-

13. Analyzing involvement of Toyota Car bearing No. MH-09/DA-5278 cum rash and negligent driving at the instance of driver of said vehicle resulting into accident are epochal points for due deliberation before this Tribunal.

14. To justify their claim, petitioner No.1 testified in the line of their pleadings. Her evidence is nothing but replica of the petition. According to her, on fateful day, her husband along with Santosh Shinde were going from Gadhinglaj towards Amboli – Choukul by riding motor-cycle bearing No. KA-23-Q-3854 for their job at Choukul. The deceased was riding the said motor-cycle and injured Santosh was pillion rider. When the deceased riding his motorcycle slowly, cautiously by left side of road, reached in the vicinity of Amboli - Nagarta on Amboli- Ajara Road, one Toyota Car bearing No. MH-09/DA-5278, which was coming from his opposite side, being driven by its driver Opponent No.1 very rashly, negligently and

in a high speed, could not control his vehicle and gave violent dash to the motor-cycle of deceased by coming to wrong side of road and severe accident took place. The accident is caused due to rash and negligent driving at the instance of Toyota Car driver. She posed said driver as author of the incident. She further testified the accident was reported to the police and investigating machinery was set into motion. She was subjected to marathon cross-examination, however, nothing material could come on record so as to cast doubt on her testimony as regards accident is concerned. Thus, petitioner unequivocally supports their claim in loud manner.

15. Admittedly, petitioner Sarika (PW1) is not an eye witness of the incident but they have examined injured Santosh Shinde (PW3) who is an eye witness of the incident. He unfolded same facts amid his evidence. Thus there is plentiful evidence before the tribunal so as to infer involvement of the car vehicle.

16. Alluding towards police papers, it is crystalline that the accident was reported to the *Sawantwadi* police station whereupon detail offence vide under sections 279 and 304-A of the Indian Penal Code R/w 184, 185 Of Motor Vehicle Act has been registered against the errant driver. FIR is placed below Exh.31. It is filed by the injured pillion rider Santosh (PW3). It reflects narration of entire incident. FIR being filed by the eye witness has more significance. More and above, the DAR form issued by concerned police-station is placed at Exh.38 and 39. Seeking further opportunity the petitioners have placed certified copy spot Panchnama below Exh.33. Having seen the

narration of spot, it seems that the Toyota Car came from front side and dashed going into wrong side and therefore, the accident was caused. It seems, immediately after incident the deceased was referred to the hospital, wherein he was declared as brought dead. Even opponent Nos.1 and 2 have not denied specifically occurrence of the accident. Thus, their involvement in the incident is visible from bare eyes. The spot panchanama at Exh.33 certainly throws light upon the occurrence of the incident. If the situation and the condition of the road is not considered then there are likely chances of happening such incident. Conjoint reading of all above documents and giving holistic touch to the entire scenario it seems that the accident was duly investigated by the concerned police and after their due investigation they came into motion and filed detailed charge-sheet against the opponent No.1. The police, amid their investigation hold the opponent No.1 driver as an errant driver of the vehicle, who has caused the accident. The deceased succumbed to several injuries arising from the same accident and the FIR en-lights upon that. Thus, it is not desirable to junk entire investigation and inquiry carried out by the police authority, out-rightly.

17. A feeble attempt was made to raise doubt upon the ordeal taken up by the police, however, there is no worth of credit in it. There is no reason for police authority to engulf errant driver falsely in said crime. More so, opponent No.1 has not precisely and specifically denied occurrence of the accident. None of the opponent has approached higher authority of the police or any other appropriate forum thereby posing their false implication in the

accident. Their involvement is not challenged by them before any other forum. In the event, there is plentiful documentary evidence unleashing that the errant car was involved in the accident and its driver drove said vehicle rashly and negligently causing said accident. Thus, it is crystal clear that documentary evidence too supports the case of petitioner.

18. Virtually, all opponents were conferred with numerous opportunities to lead evidence in support of their case, however, they did not opt for the same. There is no contrary evidence as against the petitioner. Bare pleadings without any evidence plays no vital role and they cannot be taken up to negate the case of the other side. This calls for invoking an adverse inference against them. Mere pleadings is of no use to opponent No. 1 to 3. The bottom line is that no evidence is brought on record at the instance of opponents so as to falsify the contention of petitioner as well. Thus, their version sound more reliable.

19. Rules of evidence as amenable to this petition contemplates mere preponderance of probability and not strict proof beyond reasonable doubt.

20. In a claim vide section 166 of the M.V. Act the claimant is required to prove the motor vehicle accident due to rash and negligent driving of the offending vehicle. Strict rule of pleadings and Indian Evidence Act would not apply in summary proceeding before the Tribunal. Production of eye witnesses to prove the

aforesaid facts is not a *sine qua non*. Other available evidence oral or documentary may be relied upon to prove motor vehicle accident due to negligence of the driver. On production of evidence by the claimant probabilising a case of rash and negligent driver leading to accident, the burden would shift on the driver / owner to prove that accident was consequences of circumstances beyond control and knowledge of the driver even after due care and caution was taken by the driver to prevent the accident. On failure of discharge the burden by the owner / driver the principle of "*res ipsa loquitur*" would apply. Unless the driver appears in the witness box, the insurer cannot contain that the accident was not a result of rash and negligent driving, as adverse inference would be drawn against concerned driver / owner.

21. In the wake of aforesaid legal scenario, on all counts of probabilities, with all available evidence and conduct of the parties, it is crystalline that the offending vehicle driver drove his vehicle in rash and negligent manner, thereby causing accident which ultimately resulted into various vital injuries to the husband of the petitioner No.1, who breathed his last in it. An action raised by the police authority and prosecution of Toyota Car driver put stamp of confirmation upon inference elucidated above.

22. Apogee of all above facts and circumstances manifests that the petitioner has aptly shown involvement of Toyota Car bearing No. MH-09/DA-5278 in the accident. There is enough evidence before this Forum to draw concrete conclusion that it is the

errant Toyota Car driver who drove his vehicle rashly and negligently and causing accident cum injuries to the deceased. There is no otherwise evidence raising doubt. There appears no evidence thereby negating the version of the petitioners so also the police papers and their investigation. Resultantly, for the reasons evident above the ultimate conclusion is drawn. Thus, I answer issue No. 1 in the positive.

As to issue No. 2 -

23. Complete breach of terms and conditions of insurance policy is core defense of the opponent insurance company. It is *Sine qua non* for them to prove and mark their defense and stand on their own feet.

24. In present *lis* it is loudly urged by the Insurance company that the driver of the offending Toyota Car was not following the rules at the time of incident, so also the owner of the Toyota Car made breach of several terms and conditions of the insurance policy and thus, they are not liable to indemnify for the same. Admittedly, at the relevant time, offending car was driven by opponent No.1, who was prosecuted by the police authority for the same. Copy of his valid driving license is placed before Tribunal below Exh.40. It was valid on the date of accident. Ultimately, it is visible with bare eyes that the offending driver was holding valid license at the time of accident. Had there been no such position, the police authorities might have charged him with the similar offence under the Motor Vehicles Act. However, it is not done so far.

25. With full vehemence it was urged by the insurance company that at the relevant time of accident the driver of the Errant Car was under influence of alcohol and thus in view of statutory defence vide Section 150(2)(a)(ii) of The M.V. Act, they are not liable to shed any compensation towards the petitioners. To fortify their claim they have examined concerned IO from Sawantwadi Police Station PI Amit Gote (OW1) who testified that amid investigation it was revealed opponent No.1 i.e. driver of the errant car was under influence of alcohol. Prominently, the bunch of final report is placed below Exh.67. It reveals that the errant car driver is specifically charged under Section 185 of the M. V. Act. The final report/ Charge-sheet compilation is annexed with the medical report of the car driver. It speaks into volume that at the concerned time of accident, he was under influence of alcohol. As such it is fundamental statutory infraction and therefore, insurance company can not be held liable to honour the contract of Indemnity.

26. Though it is statutory defence available to the insurance company and driving under influence of alcohol breaks the rules of motor insurance contract, however, the insurance company holds the right of "Pay & Recover" They can sue or demand the owner to pay them back for the compensation dispensed with. ***The third party victims should not suffer because of driver's illegal behavior.*** It is the fault of the driver, who drove said vehicle under influence. Hence, the owner of the vehicle is clearly liable for the compensation. Even if it is assumed that there was breach of contract, but considering the social object of the M. V. Act and the legislative intent, the insurance

company will usually pay the compensation to the victim first and then recover that exact amount from the vehicle owner due to the policy violation. It may be noted that directions to "Pay & Recover" can be passed in the light of verdicts delivered in the case of ***Shamanna & Ors V/s The Divisional Manager, Oriental Insurance Company in Civil Appeal No. 8144 of 2016 Dt. 08/06/2028*** and ***Swarna Singhs Case (2004) 3 SCC 297***. So also, the insurance company will have to be directed to satisfy the award first, and to recover the same from the owner of the vehicle i.e. Opponent No.2. In the light of above elucidation, I believe assuming there is breach of contract yet the insurance company are obliged to invoke "Pay & Recover" policy to safeguards the rights of the third party victim, if any. In the even, point no.2 is answered accordingly.

<u>As to issue No. 3 and 4</u> -

27. At the moment, *noumenon* issue pop-up before this Tribunal regarding the quantum of compensation as well as who is liable for the same. To arrive on any conclusion, the petitioners are under obligation to establish following facts -

I) Age of the deceased.

II) Income of the deceased.

III) No. of the dependents.

28. In instant claim, deceased Nishikant was respectively husband and father of the petitioners. As per petition, he was 47 years old at the time of relevant accident. His age is not in much dispute. Thus, by bare eyes with calculations one can arrive to the

conclusion that completed age of deceased was 47 years at the time of accident. Thus, it is made basis for computing compensation.

29. Now prompting towards income of the deceased, it evinces that the petitioners made attempt to prove the same by relevant evidence. They have examined the concerned Manager of Sindhudurg District Co-Op. Bank, as their witness below Exh.50, who testified that the deceased was serving with their bank at branch Choukul and his last drawn salary was Rs.39,600/-. He proved pay slip below Exh.51. The salary pay slip bears signature of Chief Executive Officer of the bank coupled with seal of the bank.

30. Though it is loudly objected that the pay slip is not annexed with the certificate under Section 65(B) of the Indian Evidence Act, it cannot be ignored instant petition for compensation do not attract strict rule of evidence and therefore, merely on the absence of aforesaid certificate may not pave way for rejection of the said salary certificate in entity. Rules of evidence as amenable to this petition contemplates mere preponderance of probability and not strict proof beyond reasonable doubt. No otherwise evidence is adduced on record. In the event, by taking utmost liberal view, it can be inferred that at the time of incident, the deceased was serving at Branch Manager with Sindhudurg District Co-Op. Bank and as such his last drawn salary was Rs.39,600/-. **His monthly income can be termed as Rs.39,600/-. Now, it is treated as a base for computation of just compensation.**

31. Virtually, the income of the deceased is taken up on the basis of his last drawn salary. The accident has happened in the year 2022. It has come on record that deceased Nishikant was skilled person. In all regards, the income of the deceased can be treated as Rs.39,600/- per month i.e. ***Rs.4,75,200/- per annum***. Deceased was shown as earning member of the family. He was having high future prospectus. Thus, in that regard, in view of law elucidated by Hon'ble Supreme Court in the case of ***National Insurance Company Vs. Pranay Sethi, 2017 (ACJ) 874 SC,*** an addition of 30% to the income of the deceased, which comes to the tune of ***Rs.6,17,760/- [Rs. 4,75,200 + 1,42,560 (30%)]***. As per legal mandate, a reduction with regards to deceased's personal and family expenses deserves to be considered. He left behind all petitioners, who were dependent upon him. Naturally during his lifetime he had to met certain expenses for his family out of his income. Considering the dependent, legal canon set out 1/4th of the income of the deceased needs to be deducted for the same. Ultimately, in present case, after deducting 1/4th from the income of the deceased towards his personal and family expenses, ***multiplicand comes to Rs. 4,63,320/-.*** Admittedly, deceased Nishikant was 47 years old when incident happened. His age is duly proved amid evidence. Now a multiplier needs to be applied with reference to the age of the deceased. In view of legal mandate elucidated in ***Sarla Varma Vs. Delhi Transport Corpo, 2009 (5) Mh.L.J. (SC) 775*** for the age group of 46-50, multiplier of 13 is expected. If such multiplier is applied, then the final income of the deceased would come in the tune of ***Rs. 60,23,160/- (Rs. 4,63,320/- x 13)***.

32. Deceased was respectively husband, son and father of the petitioners. His death is nothing but a great trauma for their family. In the event, love and affection factors deserves deliberation. To that effect, it is desirable to grant separate amount under general and non-pecuniary damages. A reliance can be placed upon the law elucidated by Hon'ble Supreme Court in ***Pranay Sethi*** *(supra)* so also in the legal expression mandated in the case of ***Magma General Insurance Co. Ltd. Vs. Nanu Ram and others, 2018 (4) T.A.C. 345 (SC)***, I believe petitioners are entitled for distinct consortium. The Motor Vehicles Act is a beneficial legislation aimed at providing reliefs to the victims or their families in cases of genuine claims. In the event, gathering the main object of legislation so also the legal mandate governed in aforesaid verdict, this Tribunal is of the opinion and it deemed fit to confer an amount of Rs. ***40,000/- each for loss of Consortium***. In the light of all circumstances a sum of ***Rs. 15,000/- each*** towards funeral expenses and loss of estate should be added in the compensation.

33. In totality of the calculations narrated above, the petitioners are entitled to receive ***compensation in the tune of Rs. 62,13,160/-, which is just and reasonable.***

34. Opponent No.1 is driver of said errant vehicle which was owned by opponent No.2 at the time of accident whereas it was duly insured with opponent No.3. So-far-as *inter-se* liability is concerned, it is already discussed in preceding reasoning that the insurance company is bound to honer the contract of indemnity for the acts of

Opponent No.2. The insurance company will have to be satisfied the award first and then to recover the same from the owner of the vehicle. In the way, the contract of indemnity *inter-se* opponents stands evoked and ultimately opponent No.3 Insurance company is liable to indemnify the liability occurring in the said accident however insurance company holds the right of "Pay & Recover." They are entitled to sue or demand the owner to pay them back for the compensation dispensed with. Naturally, in such way, all opponents are liable to shed aforesaid compensation to the petitioners form the date of filing this petition.

35. Endurance of course insist interest upon final compensation amount. so, petitioners are also entitled to recover said amount along with interest as per the prevailing banking rates. In the event, petitioners are entitle to interest @ 9% p.a. from the date of the petition till realization of entire amount.

36. Apogee of all above facts, speaks in clarion manner that petitioners are entitled for above referred compensation. It is just and proper in all sense. Hence, I answer issue No. 3 and 4 accordingly.

37. Summing up omega, I pass the following order -

ORDER

1) Claim Petition is partly allowed with proportionate Cost.

2) Opponent Nos. 1 and 2 do pay jointly or severally **Rs. 62,13,160/-** (Rs. Sixty Two Lakhs Thirteen Thousand One Hundred Sixty only) to the petitioners as compensation vide section 166 of the Motor vehicles Act (including interim compensation of Rs. 50,000/- under NFL paid if any), together with interest at the rate of 9% per annum from the date of petition till the realization of compensation amount.

3) Opponent No.3 / Insurance Company shall satisfy the Award by paying **Rs. 62,13,160/-** (Rs. Sixty Two Lakhs Thirteen Thousand One Hundred Sixty only) to the Petitioners, as compensation including amount of "No Fault Liability" along with interest @ 9% per annum from the date of petition till the realization of compensation amount and then to recover it from Opponent No.2, as follows :-

A. Opponent No. 3 / Company is entitled to recover the above amount from Opponent No.2 without filing any separate proceedings. While calculating such amount of compensation to be recovered from Opponent No.2, amount of costs, interest and compensation paid by Opponent No.3 shall be considered as "The principal amount" and it shall carry interest @ 9 per annum from the date of payment made by Opponent No.3, till it is fully recovered from Opponent No.2.

B. Opponent No.3 / Company will be at liberty to file application to obtain a security from Opponent No.2 for the satisfaction of amount deposited by it and will be entitled for attachment of offending vehicle, in case, owner fails or neglect to furnish the security within a stipulated time.

4) The amount of compensation be apportioned amongst the petitioners as under -
Petitioner No.1 Rs. 22,13,160 + interest.
Petitioner No.2 Rs. 15,00,000 + interest.
Petitioner No.3 Rs. 15,00,000 + interest.
Petitioner No.4 Rs. 10,00,000 + interest.

5) Out of compensation amount, the amount payable to Petitioner No.3 be kept in fixed deposits receipts in the name of Petitioner No.3 in any Nationalized bank, till she attains majority. Petitioner No.1 guardian is at liberty to withdraw quarterly interest.

6) Petitioners shall deposit requisite deficit court fees, if any.

7) Opponent Nos. 1 to 3 are hereby directed to deposit / satisfy aforesaid compensation amount in the account No.00000040777675788, IFS Code:SBIN0000517 maintained by Member, Motor Accident Claim Tribunal, Gadhinglaj.

8) Post depositing said amount it be paid to petitioners through their bank account only.

9) Award be drawn up accordingly.

DISTRICT COURTS MAHARASHTRA

सत्यमेव जयते

Digitally signed by AMIT ANANT LAULKAR
Date: 2026.08.17 13:14:28 +0530

(Amit Anant Laulkar)
Date : 14/08/2026. Member – M.A.C. Tribunal,
Gadhinglaj.