MHLA010039602024

Received on	:-	21/10/2024
Registered on	:-	22/10/2024
Decided on	:-	31/07/2026
Duration	:-	01**Y** 09**M** 08**D**

IN THE COURT OF DISTRICT JUDGE-6 AND EX-OFFICIO MEMBER OF THE MOTOR ACCIDENT CLAIMS TRIBUNAL AT LATUR.
(Presided over by Shri. A. K. Deshmukh)

M.A.C.P. NO. 262 OF 2024 **Exh.No.**

1. **Parvati Anil Kinkine @ Parvati Kishan Hanmante**
   Age-25 yrs, Occu. Nil,

2. **Anil Nivrati Kinkine**
   Age-34 yrs, Occu. Nil,

3. **Nitin Anil Kinkine**
   Age - 7 yrs, Occu. Nil
   under guardian Anil Nivrati Kinkine
   all R/o. Mamdapur, Tq & Dist. Latur ...**Claimants.**

Versus

1. **Venkat Manoharrao Gambhire**
   Age – 46 yrs, Occu. Driver and owner
   R/o.Murambi Post. Sugaon
   Tq. Chakur Dist. Latur

2. **Branch Manager**
   Zuno General Insurance Co. Ltd.
   R/o.507, Deron heights, 270/1/23
   Baner Road, Opp. Mahabaleshwar,
   Varsha Baugh Society, Pashan, Pune 411045 ...**Respondents.**

Shri. S. P. Survase	:- Advocate for the Claimant.
Shri. S.K. Joshi	:- Advocate for the Respondent No.1
Shri. S.G. Doijode	:- Advocate for the Respondent No.2

J U D G M E N T
(Delivered on 31/07/2026)

This is a petition under Sec.166 of the Motor Vehicle Act whereby the claimant parents and brother seek compensation of Rs.24,82,000/- on account of death of Bhaurao Anil Kinkine (hereinafter referred as **“deceased”**) in motor vehicle accident dated 15.09.2024

2] **The case of claimant in brief is as follows:**

On 15.09.2024 at about 4.30 pm deceased Bhaurao and claimant no.3 Nitin had gone to nearby grocery shop to buy some snacks. They were eating it infront of Dhanvantri Clinic at Mamdapur. At that time car bearing registration No.MH-12/FY1511 (offending vehicle) driven by respondent no.1 dashed them. It was driven in a rash and negligent manner. Due to the dash, deceased Bhaurao sustained grievous injuries. He was immediately taken to Civil Hospital, Latur. Unfortunately, before treatment itself he succumbed to his injuries. FIR came to be lodged on same day. Accordingly, CR No.201/2024 under Sec.106(1), 281, 125 BNS and Sec.184 of M.V. Act was registered against respondent no.1. It is contended that the offending vehicle was insured with respondent no.2. It is also claimed that insurance policy was effective on the date of the accident. It is prayed that compensation of Rs.24,82,000/- may be granted along-with interest @ 12% per annum.

3] Respondent no.1 has filed written statement at Exh.11 and denied negligence on the part of driver of offending vehicle.

Alternatively, it is pleaded that the offending vehicle is insured with respondent no.2 and the claim is squarely covered under the policy which was effective on the date of accident.

4] The respondent no.2 has denied entire claim of claimant by filing written statement at Exh.18. Respondent no.2 has taken all statutory and general defences. Finally, it is prayed that the claim may be rejected.

5] On rival pleadings of both sides issues were framed in Marathi at Exh.14 by my Ld. Predecessor. I have translated them in English along-with my findings for reasons given thereunder:

	ISSUES	**FINDINGS**
1)	Does petitioner prove that the offending vehicle car bearing no.MH12-FY1511 was driven in rash and negligent manner causing death of Bhaurao Anil Kinkine ?	..Yes.
2)	Does respondent no.2 prove that respondent no.1 committed breach of terms and conditions of insurance policy?	..No.
3)	Whether petitioner is entitled to claim compensation? If yes, from whom and how much?	From respondent no.2
4)	What order and award ?	..As per final Order

R E A S O N S

AS TO ISSUE NOS.1 AND 2 :-

6] In order to prove their claim the claimant no.1 has filed her affidavit of examination in chief at Exh.15. Claimants have relied on following documentary evidence; printed FIR at Exh.16, spot panchnama Exh.17, inquest panchnama Exh.18, post-mortem report Exh.19. The claimant have closed their evidence by filing evidence close pursis at Exh.20. Respondent no.2 has not adduced any oral or documentary evidence and filed pursis at Exh.22 to that effect. Inspite of opportunity respondent no.1 did not adduce any evidence. Hence, his evidence was closed. Heard both sides.

7] Admittedly, offending vehicle is insured with respondent no.2. The Ld. Counsel for respondent no.2 insurance company fairly conceded that the respondent is not challenging the existence of insurance policy on the date of accident. They are also not challenging existence of effective valid driving license of respondent no.1. Therefore, the claimant has successfully established existence of effective and valid insurance policy on the date of accident. Moreover, respondent no.2 has merely denied the claims made by the claimant. But no oral or documentary evidence has been adduced to substantiate the defences taken in the written statement. Therefore, respondent no.2 has failed to prove breach of policy conditions as pleaded by them.

8] Claimant has narrated the incident in his evidence. She has reproduced the averments pleaded in the claim petition. Nothing material is brought in her cross-examination. Her testimony is corroborated by printed FIR Exh.16, spot panchnama Exh.17, PM report Exh.19 and inquest panchnama Exh.18. It is evident from her testimony that deceased Bhaurao was given dash by the offending vehicle when he was eating snacks with his brother infront of

Dhanvantri Clinic of Dr. Marekar Hospital at Mamdapur. On perusal of spot panchnama Exh.17 it is seen that deceased Bhaurao was standing on the road side in a proper manner. However, the offending vehicle was driven in a rash and negligent manner due to which the deceased Bhaurao sustained grievous injury on his head. He was immediately taken to Civil Hospital, Latur. However, he was declared dead. On perusal of the documentary evidence on record it is clear that the accident took-place due to rash and negligent driving of respondent no.1. There was no contributory negligence on the part of the deceased. As earlier held respondent no.2 has not been able to prove breach of policy. Hence, the accident is clearly covered by the policy issued by respondent no.2. Therefore, I answer **issue no.1 and 2 accordingly.**

AS TO POINT NO.3

9] The Ld. Counsel for claimant Adv. Shri. S.P. Survase submitted that deceased was a 3 year old child of claimant no.1 and 2. Though he was non earning member of the family his income in the future cannot be ignored. He relied on judgment of Hon'ble Apex Court in ***Hitesh Nagjibhai Patel Vs. Bababhai Nagjibhai Rabari, Civil Appeal No.10278/2025*** dated 08.08.2025. The claimant is entitled to compensation applying multiplier of 18. He also submitted that future prospect of 50% as laid down by the Hon'ble Apex Court in various judgments may be awarded without any deductions.

10] On the other hand the Ld. Counsel for respondent no.2 Adv. Shri. S.G.Doijode submitted that claimant was a three year old boy therefore, his income has to be calculated as a non earning member as per Sec.163A of the M.V. Act. He placed his reliance on judgment of Hon'ble Apex Court in ***Kishan Gopal Vs. Lala, 2013 AIR SCW 5037.*** He finally submitted that a claim petition made by the petitioner is making exorbitant claims.

11] It is settled position of law that for deciding petition under section 166 of the Motor Vehicles Act, the tribunal is not bound by the procedure contemplated under the Code of Civil Procedure and the rules of evidence provided under Evidence Act, stricto sensu. It is equally settled position of the law that the endeavor of Tribunal must be to examine the facts and to grant **'just compensation'** as per the law, if case is so made out.

12] The Hon'ble Apex Court in Kishan Gopal Vs. Lala's case cited supra has held that income of a non earning member of a family has to be calculated as notional income as per Sec.163A of the M.V. Act. In the said matter the deceased was 10 years old non earning member of the family. The Hon'ble Apex Court had granted compensation of Rs.5,00,000/- along-with interest of 9% per annum.

13] On the other hand the Hon'ble Apex Court in Hitesh Patel Vs. Bababhai Rabari's case cited supra has made following observations:

> ***"9.*** *On the aspect of monthly income of the minor appellant, we are inclined to interfere with the judgment and order of theCourts below. In the present case, it is evident that the Courts below have failed to take into account the monthly income of the appellant while determining the quantum of compensation. It is now a well-entrenched and consistently reiterated principle of law that a minor*

child who suffers death or permanent disability in a motor vehicle accident, cannot be placed in the same category as a non-earning individual for the purposes of assessing the amount of compensation because the child was not engaged in gainful employment at the time of the accident. In such a case, the computation of compensation under the head of loss of income ought to be made by adopting, at the very least, the minimum wages payable to a skilled workman as notified for the relevant period in the respective State where the cause of action arises. The said observation was rendered by this Court, in Kajal v. Jagdish Chand and Ors.3, and Baby Sakshi Greola v. Manzoor Ahmad Simon and Anr.4.

10.** Adverting to the facts at hand, the appellant was an 8- year-old child at the time of the accident. In view of the above exposition of law, we must advert to the prevailing minimum wages, which for the skilled ones, as in the year of accident, i.e., 2012, in Gujarat would be Rs.227.85p. per day, therefore, in the interest of justice, we deem it appropriate to determine the income of the appellant as Rs.6,835.5p. per month, rounding off to Rs.6,836/- per month**."

14] On perusal of the aforesaid observations it can be seen that as per the directions of Hon'ble Apex Court, while calculating the income of a non-earning member of a family, minimum wages of a skilled worker at the relevant time and place has to be considered. The Hon'ble Apex Court has further given directions to the insurance company to file the minimum wages notification in the respective states before the Tribunals if there is no evidence about income of the deceased. Therefore, considering the principle of granting just compensation as per Sec.166 of the M.V. Act, it would be appropriate to determine the compensation as per the directions of Hon'ble Apex Court in Hiteshbhai's case cited supra.

15] As per the directions of Hon'ble Apex Court respondent no.2 has not filed any notification issued by Government of Maharashtra about minimum wages. However, the claimants have filed order of Government of India dated 28.09.2018 at list Exh.23

Sr.No.2 along-with draft notification issued by Industries/Energy/Labour and mining department of Government of Maharashtra dated 12.08.2024. After considering the dates of both the documents, this Trabunal is of the opinion that the draft notification by the Government of Maharashtra dated 12.08.2024 would be more reliable. It is pertaining to the State of Maharashtra. Moreover, it is also recent in point of time.

16] On perusal of the draft notification dated 12.08.2024 it can be seen that claimant is resident of village Mamdapur which is within 20Kms of Latur city which has a Muncipal Corporation. Therefore, as per Government of Maharashtra draft notification, the minimum wages to be paid in Zone-1 to a skilled worker are Rs.15820/- per month. Therefore, the income of the deceased would be calculated on the basis of minimum wages of Rs.15820/- per month.

17] As per the ratio laid down by the Hon’ble Apex Court in ***Sarala Verma Vs. Delhi Transport Co., 2009 ACJ 1298***, multiplier for the deceased who was aged 3 years would be ‘18’. Thereafter, the future prospects for the deceased who was self employed would be 50%. As the deceased was a bachelor, further deduction of 50% towards expenditure have to be considered. The claimants are further entitled for compensation towards conventional heads of loss of consortium, loss of estate and funeral expenses to the tune of Rs.1,10,000/-. Applying the aforesaid formula following compensation is worked out:

1.	Monthly income of the deceased in the year 2024	Rs.15820/-
2.	Annual income of the deceased	Rs.15820 x 12 =Rs.189840/-
3.	Future Prospects @ 50% (self employee age 3 years)	Rs.94920/-
4.	Total Annual Income (2 + 3)	Rs.189840+94920 = 284760/-
5.	50% deductions towards personal and living expenses being bachelor	Rs.1,42,380/-
6.	Applying multiplier (age band less than 15 years) ‘18’	Rs.1,42,380 x 18=Rs.25,62,840/-
7.	Total loss of dependency	Rs.2562840/-
8.	Compensation under conventional heads (loss of consortium Rs.40,000/- each to claimnant no.1 and 2, funeral expenses and loss of estate Rs.30,000/-	Rs.1,10,000/-
	Total compensation	**Rs.26,72,840/-**

18] The respondent no.2 is the insurer of the offending vehicle. It is clear that due to the negligence of respondent no.1 the accident had taken-place and caused death of deceased Bhaurao. Respondent no.1 and 2 are jointly and severally liable for the death of deceased under Sec.166 of the M.V.Act. Hence, the claim is liable to be allowed.

19] The claimant is claiming interest @ 12% p.a. on the entire amount of compensation. The Ld. Counsel for insurance submitted that interest is not applicable to future prospects. In this regard the observations in para no.9 of the Hon’ble Apex Court in ***Oriental Insurance Co. Ltd. Vs. Niru Niharika, 2025 (SC) 693*** are as follows:

> ***"9.*** *A very relevant issue agitated by the Insurance Company is the illegality in awarding interest for future prospects, which in any event is an amount received in advance, normally inuring to the benefit of the claimants only in future. This is the only contention taken in the connected appeal bearing SLP(C) No.22136 of 2024. We find absolutely no reason to accept this argument. In SLP© No.11340 of 2020, the multiplier applied looking at the life span of the deceased and the claimants is 13. Before the Tribunal itself, the case was pending for 12 years and the only amount received by the claimants was Rs.50,000/-. Hence though amounts are awarded for future prospects taking the multiplier of 13; in effect, the money is received only after the period for which the multiplier is adopted. Similar is the case in SLP(C) No.22136 of 2024 where the accident occurred in 2018, the multiplier applied is 17 and we are seven years from the date of accident."*

20] In the present matter multiplier of 18 has been applied. The accident had taken place in the year 2024. Already a period of 2 years has lapsed from the date of accident. If the insurance company had granted the claim of the claimants the amount of compensation would have been received in the year 2024 itself. Therefore, the claimants are entitled to get interest @ 9% per annum on the entire compensation amount as laid down by the Hon'ble Apex Court in the aforesaid judgment. Hence, in view of above discussion I answer **issue no.3 accordingly** and in answer to **issue no.4** I pass the following order:

ORDER

1. The claim petition is partly allowed with proportionate costs.

2. The respondent Nos. 1 and 2 shall pay jointly and severally an amount Rs.26,72,840/-(Rs. Twenty Six Lacs, Seventy Two Thousands Eight Hundred Forty only), including 'No Fault Liability' by way of compensation to the applicants along-with proportionate costs.

3. The applicants are entitled for interest at the rate of 9% per annum from the date of filing of this claim application i.e. from 21/10/2024 till its actual realization of an amount of Rs.26,72,840/-(Rs. Twenty Six Lacs, Seventy Two Thousands Eight Hundred Forty only).

4. The respondent Nos.1 and 2 jointly and severally shall make payment of the compensation amount by depositing the same along with interest in Saving Bank Account of this Tribunal’s Saving Bank Account No. 40777681930, IFSC Code-SBIN0021055, State Bank of India, Collectorate Branch, at Main Road, Latur in the name of the applicants.

5. The respondent nos. 1 and 2 after depositing the aforesaid amount in the above said account of the Tribunal, shall inform Unique Transaction Reference Number (UTR) to the Tribunal by separate letter/pursis.

6. The office of Tribunal shall transfer the compensation amount in the manner stated herein below to the applicants in their respective bank accounts by NEFT, immediately after receipt of Unique Transaction Reference Number by Respondent Nos.1 and 2.

A] The amount of Rs. 5,00,000/- (Rs. Five Lacs only) each, be kept in FDR in the name of petitioner (1) Parvati Anil Kinkine @ Parvati Kishan Hanmante,(2) Anil Nivrati Kinkine, in any Nationalized bank of their choice for a period of 3 years.

B] The amount of Rs.5,00,000/- (Rs. Five Lacs Only)each, shall be paid to the petitioner (1) Parvati Anil Kinkine @ Parvati Kishan Hanmante,(2) Anil Nivrati Kinkine, along with interest thereon by account payee cheque in their name on due verification and identification.

C] The amount of Rs.6,72,840/- (Rs. Six Lacs Seventy Two Thousand Eight Hundred Forty Only) be kept in FDR in the name of the minor i.e. Petitioner (3) Nitin Anil Kinkine, aged 7 years, through his Next Friend /mother petitioner (1) Parvati Anil Kinkine @ Parvati Kishan Hanmante, in any Nationalized bank of her choice, till minor attains his age of majority.

7. The applicants to pay requisite Court Fees within one month from today, on the amount awarded by this Tribunal, as per rule.

8. An award be drawn up accordingly, after payment of requisite Court Fees.

DISTRICT COURTS MAHARASHTRA

Digitally signed by ANANT KISHOR DESHMUKH
Date: 2026.07.31 18:12:19 +0530

(A. K. Deshmukh)
District Judge-6 And
Member, M.A.C.T. Latur.

Date: 31.07.2026