MHLA010014932020

Received on : 02/09/2020
Registered on : 02/09/2020
Decided on : 18/06/2026
Duration : 05Y- 09M 16D

BEFORE THE CHAIRMAN, MOTOR ACCIDENT CLAIMS TRIBUNAL, LATUR
(Presided over by S. J. Bharuka)

M.A.C.P. No. 144/2020 **Exh.No. 61**

1) Raisa Kajam Siddiqui,
Age- 40 yrs, Occu. H.H.

2) Azhar Kajam Siddiqui,
Age- 20 yrs, Occu. Education

3) Kaif Kajam Siddiqui
Age- 17 yrs, Occu. Education

4) Madina Kajam Siddiqui,
Age- 15 yrs, Occu. Education,
(Claimant Nos. 3 and 4 are minors under
guardian of their real mother i.e. claimant no. 1)
All R/o. C/o. Afsarbi Nisar Sayyed,
Siddheswar Nagar, Latur,
Now at Kingaon, Tq. Ahemadpur,
Dist. Latur. … **Claimants.**

Versus

1) Fayaz Ghudulalsab Khureshi (Owner)
Age- 28 yrs, Occu. Business
R/o. Kingaon, Tq. Ahemadpur,
Dist. Latur.

2) Usman Mainoddin Deshmukh (Driver)
Age- 39 yrs, Occu. Business & driver,
R/o. Kingaon, Tq. Ahemadpur,
Dist. Latur.

3) Bajaj Allianz General Insurance Co. Ltd.
Through its Branch Manager,
Office address- Bajaj Allianz House,
Airport road, Yerwada, Pune – 411006. … **Respondents.**

Shri. J. R. Shaikh, Advocate for the Claimants.
Shri. S. J. Shaikh, Advocate for Respondent Nos. 1 & 2
Shri S.G. Diwan, Advocate for Respondent No. 3

J U D G M E N T
(Delivered on 18/06/2026)

1. Record indicates that, initially, Kajam Aabedmiya @ Awez Siddiqui filed claim petition for grant of compensation as he met with an accident, which occurred on 22/12/2019. During the pendency of claim, Kajam died on 07/09/2020 and then present claimants have substituted themselves as legal representatives of Kajam and now claimant no. 1 is wife and claimant nos. 2 to 4 are children of injured Kajam.

2. In brief, case of the claimants is as under :-

Kajam Siddiqui (deceased) used to work as a mason at Parchanda village, on 22/12/2019 he went to Parchanda, after returning therefrom, on Ahemadpur-Kingaon road, he stopped to pass urine, at that time, one motorcycle bearing registration no. MH-24-BB-7901 came from behind in rash & negligent manner and gave dash to Kajam, said motorcycle was riding by respondent no. 2, thereafter brother of deceased rushed to the spot and admitted Kajam at Reddy's Hospital, Ahmadpur and then he shifted in Sahara Hospital, Latur and treated there as indoor patient from 22/12/2019 to 13/02/2020, he spent huge amount on his treatment.

3. During treatment i.e. on 29/12/2019, police recorded statement of Kajam and on the basis of said statement, Kingaon

police registered Crime No. 1/2020, for the offence punishable under Section 279, 337, 338 of I.P.C. against respondent no. 2. It is further case of claimants that, at the time of accident, Kajam was 44 years old, he used to earn Rs. 27,000/- per month from mason work, claimants were dependent on his income, claimants have been deprived from the future source of maintenance, because of untimely death of Kajam and hence they prayed for compensation under various heads.

4. It is further contention of claimants that, respondent nos. 1 & 2 are the owner & rider of the motorcycle and respondent no. 3 is the insurance company, with whom said motorcycle was insured, hence, all of them are liable to pay the compensation jointly and severally to the claimants.

5. Respondent nos. 1 and 2, after service of notice appeared and filed their written statement below Exh. 28 and denied all the contentions of claimants and prayed to dismiss the claim petition.

6. Respondent no. 3 Insurance Company filed its written statement (Exh.18) denying that, Kajam has sustained fracture injuries, he became permanently disabled, age of Kajam and his income of Rs. 27,000/- per month from mason work and Kajam took treatment in various hospitals. Respondent no. 3 admits the insurance coverage of offending motorcycle with it, at the time of accident. It is further contended that, there is breach of terms and conditions of the insurance policy, as the rider of the motorcycle, was not possessing driving license at the time of accident, hence, respondent no. 3 is not liable to pay any compensation to the

claimants and hence, claim petition may kindly be dismissed.

7. From the rival pleadings and documents on record, my learned predecessor has framed issues at Exh.30. Thereafter this Tribunal re-casted issues by framing one additional issue on 12/06/2026. Accordingly, I have reproduced the re-casted issues and given my findings thereon for the reasons as stated below :

S.N.	Issues	Findings
1)	Whether claimants prove that on 22.12.2019 on Ahemadpur-Kingaon road, in Parchanda shivar, Kajam injured in an accident, which took place due to rash or negligent driving of respondent no. 2 by motorcycle bearing registration no. MH-24-BB-7901?	In the Affirmative
2)	Whether the respondent no. 3 proves that respondent no. 2 committed breach of terms and conditions of the insurance policy and respondent No. 1 was not holding valid and effective driving licence at the time of accident ?	In the Negative
3)	Whether the present claim petition is maintainable by the legal representatives of Kajam Siddiqui, after his death during the pendency of the claim petition?	In the Affirmative
4)	Whether the claimants are entitled for the compensation as claimed? If yes, to what extent and from whom ?	Yes, as per final order
5)	What order and award ?	As per final order

Submission on behalf of Claimants

8. Learned Advocate Shri. J.R. Shaikh for the claimants submits that, initially present claim was filed by Kajam Siddiqui, who was injured in the vehicular accident, during the pendency of claim petition he died, hence his legal representatives came to be impleaded, at the time of accident Kajam was standing by the side of road and respondent no. 2, who was riding his motor-cycle in rash and negligent manner, gave dash to him, due to which, Kajam sustained multiple injuries and sustained 42% permanent disability, he was mason and was getting monthly income of Rs. 27,000/-, he incurred huge amount on his medical treatment, claimants proved the rash and negligent act of respondent no. 2 by leading evidence and filing necessary documents, said vehicle was insured with respondent no. 3, therefore, claimants are entitled for compensation from respondents jointly and severally.

Submission on behalf of Insurance Company

9. Learned Advocate Shri. S.G. Diwan for respondent no.3 insurance company admits the insurance of offending motor-cycle, but he further submits that, respondent no. 2 was not holding driving licence at the time of accident, in spite of that he allowed respondent no. 1 to drive the motorcycle, which is fundamental breach of policy. He further submits that nothing has come on record to show that Kajam died due to injuries sustained to him in the present vehicular accident, so, present claimants are not entitled to claim the compensation amount. Hence, insurance company is not liable to pay

any compensation.

R E A S O N S

As to Issue No. 1 :-

10. Record indicates that claimant no. 1 Raisa Siddiqui filed her examination-in-chief on affidavit (Exh. 32), in which, she has stated that on 22/12/2019, respondent no. 2 Usman, gave dash to Kajam by his motor-cycle, in which, Kajam sustained injuries. Raisa has proved printed FIR (Exh.36), statement of Kajam (Exh. 37) and spot panchanama (Exh.38).

11. In the cross-examination, she admits that, after the accident Kajam was admitted in the hospital at Latur, he alone came to hospital and thereafter she and her family members reached in the hospital, she asked about the manner of accident, no one informed about the accident to police, she denied the suggestion that, after eight days of the accident, they filed false complaint against respondent no. 2 in the police station. She denied the suggestion that, there was no negligence on the part of respondent no.2 in the said accident.

12. On perusal of statement of Kajam (Exh. 37), it appears that, same came to be recorded on 29/12/2019 in Sahara Hospital, Latur, where he was admitted in ICU in room no. 102 and said statement came to be recorded in presence of Dr. A. Khaled Kazi. On perusal of said statement, it appears that, there is reference that on 22/12/2019, at about 12.30 p.m. (noon time), when he was standing by the side of road to pass urine, at that time,

respondent no. 2 Usman, gave dash to him by motorcycle bearing registration no. MH-24-BB-7901.

13. It appears that on the basis of said statement of Kajam, crime no. 01/2020, came to be registered against respondent no. 2, in which all the necessary details are mentioned, including name and registration number of the vehicle, which caused accident. It has come on record that after the accident, Kajam made phone call to his brother Najam, who came on the spot of incident. On perusal of spot panchanama (Exh. 38), it appears that, Najam showed the spot of incident and accordingly spot panchanama came to be prepared.

14. It appears that alleged accident occurred on 22/12/2019 within the jurisdiction of Kingaon Police Station, whereas Kajam came to be admitted in Sahara Hospital, Latur, where police staff of Shivaji Nagar Police Station, Latur made enquiry and recorded his statement on 29/12/2019 and on the basis of said statement, crime came to be registered in Kingaon Police Station on 01/01/2020.

15. It has come on record in the evidence of Dr. Khaled Kazi (C.W.2) that, on 22/12/2019, Kajam Siddiqui was admitted in his hospital for treatment and he gave history of accident, which took place on the same day. It has come on record in the cross-examination of Dr.Khaled Kazi that, at the time of admission of Kajam in his hospital, he was well oriented and conscious, said case was MLC and accordingly he informed police on 25/12/2019. It has also come on record in the cross-examination of Raisa (C.W.1) that, Kajam was admitted in Sahara Hospital, Latur on the date of accident, itself.

16. It appears that, there is delay of 10 days in registration of the crime in the police station about happening of accident. It appears that, Kajam had sustained severe injuries and initially he was kept in ICU of Sahara Hospital, Latur. So, it is not expected from him to lodge the complaint, immediately. Though, family members of Kajam were having knowledge about the accident, but, they must not have all the necessary details, as Kajam was travelling alone. Moreover, family members, must have in the state of shock, due to severe accidental injuries of the main family person.

17. Considering the cross-examination of Raisa & Dr. Kazi by insurance company, it appears that insurance company has not disputed that Kajam was admitted in Sahara Hospital, Latur on 22/12/2019 i.e. on the date of accident itself. It has come on record that, doctor informed police on 25/12/2019. In view of above, it appears that, plausible explanation has come on record, as to why delay was caused to lodge the complaint in the police station. There is nothing on record to show that either no accident occurred or Kajam has involved wrong person and wrong vehicle in the accident, to get compensation or any other reason.

18. Record indicates that, accident occurred on 22/12/2019, in which, Kajam sustained injuries and during the pendency of present claim petition, Kajam died on 07/09/2020. It appears that, if Kajam had been alive, he would have been best witness to depose, as to how accident took place. It appears that, respondent no. 2, is the best witness, who could have depose about the happening of accident, but he has not entered into the witness box to depose anything to that effect.

19. Record indicates that, Raisa (C.W.1) is not the eye witness to the accident and claimants have not examined any eye witness, who have seen the accident. In this backdrop, whether non examination of eye witness to the incident, will have any impact on the present case. For that purpose, it is useful to see the judgment, in case of **Shriram General Insurance Vs. Heeramani Singh & Others** reported in **2022 (1) TAC 829**, in which the Hon'ble High Court observed that, merely non examination of eye witnesses, would not be sufficient to hold that the vehicle in question was not involved in the accident.

20. Likewise, it is also useful to see the judgment **Oriental Insurance Co. Ltd. Vs. Babulal Somani and others** reported in **2015 (1) Mh.L.J. 71,** in which the Hon'ble Court observed that, in absence of any direct evidence regarding manner and details of accident, reliance can be placed on contents of certified copy of FIR and panchanama of spot of occurrence.

21. In the present matter record indicates that, crime came to be registered against respondent no. 2, who was rider of offending motorcycle. It has also come on record that, respondent no. 2, gave dash to Kajam, while he was standing by the side of road. It is pertinent to note that, in the present matter, no other vehicle was involved and accident took place in broad day light. Considering the manner of accident and its time, it appears that, respondent no.2, was very rash and negligent, while riding his motor-cycle and due to which, accident took place and Kajam sustained multiple injuries. Hence, this Tribunal answers issue no. 1 in the 'affirmative'.

<u>As to Issue No. 2 :-</u>

22. It is the submission of respondent No. 3 Insurance Company that, respondent no.2, who is rider of the offending motorcycle, was not holding a valid driving license, therefore, respondent no. 1 owner of said motorcycle, committed breach of policy, hence, insurance company is not liable to pay any compensation.

23. On perusal of record, it appears that the claimant has filed R.C. Book of offending motorcycle at Exh. 42, which is registered on the name of respondent no. 1. Hence, I do not find any substance in the submission of insurance company, as far as R.C. Book of offending motor-cycle is concerned. It is true that claimant, has not filed driving licence of respondent no. 2, who was riding his motorcycle in rash and negligent manner at the time of accident, but fact remains that, though respondent nos. 1 & 2 filed their written statement, but failed to cross examine the witnesses. As, respondent no. 3 insurance company, has taken a defence, in respect of breach of terms of insurance policy, hence, it was the obligation on its part to prove the same by leading necessary evidence to that effect, but insurance company, has not examined any witness in respect of the same. Mere denial on the part of respondent Nos. 3 insurance company that, rider of the motor-cycle, has not holding driving licence and owner has committed breach of condition of insurance policy, is not sufficient.

24. Record indicates that, claimants have produced copy of insurance policy of motorcycle bearing registration no.

MH-24-BB-7901 below Exh. 43, which indicates that, insurance of said motorcycle was valid, at the time of accident and said fact is not disputed by respondent no. 3 insurance company. So, it appears that, on the day of accident, said motorcycle was duly insured with respondent no. 3 insurance company and said policy was in force.

25. Considering all the facts and circumstances, this Tribunal comes to the conclusion that, respondent No. 3 Insurance Company, has failed to prove that respondent no. 1, who is owner of the offending motorcycle and respondent no. 2, who was riding the said motorcycle, at the time of accident, have committed any breach of policy. Hence, this Tribunal records finding to issue no. 2 in the 'negative'.

As to Issue No. 3 :-

26. Learned Adv. S.G. Diwan for insurance company submits that, though injured Kajam died during the pendency of present claim petition and legal representatives of him are brought on record, claimants failed to prove that, death of Kajam occurred due to injuries sustained to him in the accident, though there is insertion of Sec. 166 (5) in the M.V. Act, Kajam died before insertion of said section and hence, legal representatives of Kajam cannot pursue the claim by invoking said section.

27. Learned Adv. S.G. Diwan alternatively submits that, legal representatives of Kajam can claim compensation under the head 'loss of estate' only. To substantiate his contention, he has placed his reliance in the case of **Praveena Vs. Ganpat , 2015 ACJ 1452**.

28. Whereas learned Adv. J.R. Shaikh submits that, there is amendment in Sec. 166(5) of the Motor Vehicles Act w.e.f. 01/04/2022 and in view of the said amendment, even if, injured claimant dies during the pendency of proceeding, legal representatives can pursue the claim for compensation for personal injuries. To substantiate his contention, he has placed his reliance in the case of **Dhannalal Vs. Nasir Khan, 2025 SCC Online SC 2083**.

29. On perusal of judgment of **Praveena Doshi Vs. Ganpat Parab** (cited supra) it appears that, the Hon'ble Bombay High Court held that, if injured claimant is died, during the pendency of suit, then his legal representatives are entitled to prosecute the claim petition, but they can claim compensation under the head of 'loss of estate' only and they are not entitled compensation, which falls under the category of personal loss.

30. It appears that there is amendment in the M.V. Act and Sec. 166(5) came to be in force with effect from 01.04.2022, which reads as under:

> "(5) Notwithstanding anything in this Act or any other law for the time being in force, the right of a person to claim compensation for injury in an accident shall, upon the death of a person injured, survive to his legal representatives, irrespective of whether the cause of death is relatable to or had any nexus with the injury or not."

31. On perusal of judgment of **Dhannalal Vs. Nasir** (cited supra by claimants), it appears that the Hon'ble Supreme Court considered observation made in the case of **Meena Vs. Prayagraj, 2025 SCC Online SC 1433**, in para 5, which is reproduced as under:

> "5. At the outset, the learned counsel for the claimants relied on Oriental Insurance Company Limited v. Kahlon @ Jasmail Singh Kahlon to impress upon us that despite the death of the injured, the legal representatives of the deceased can pursue the claim since the property under the Act would have a much wider connotation than the conventional definition and would include the estate left behind by the deceased. It was held that if the legal heirs can pursue claims in case of death, there is no reason to prohibit the legal representatives to pursue claims for loss of a property, akin to estate of the injured, if the injured dies subsequently. We see, absolutely no reason to differ from the declaration of law and the insurer also raises no objection on the same. ......"

32. It appears that, by placing reliance on the above observation, the Hon'ble Supreme Court held in the case of **Dhannalal Vs. Nasir** (cited supra) that, legal representatives can pursue claim for compensation for personal injury of deceased and moreover now Sec. 166(5) came to be inserted in the M.V. Act

33. On perusal of record, it appears that Kajam died on 07/09/2020, during the pendency of claim petition filed by him, thereafter, present claimants have been substituted in his place and claim petition came to be amended. On perusal of amended plaint, it appears that neither there is any pleading nor it has been proved that, Kajam died due to the injuries, sustained to him due to accident. On the contrary, Dr. Kazi (C.W.2) deposed that, he cannot say whether Kajam died due to the injuries sustained to him in the accident. So, it appears that present claimants have continued the claim for compensation of personal injuries sustained to Kajam.

34. In the present matter, record indicates that application to amend the claim petition (Exh.20) came to be allowed on 21/09/2022 and accordingly, necessary amendments were carried out and at that legal representatives were substituted in the name of Kajam. So, it appears that, present claim petition, came to be amended, on 21/09/2022 i.e. after the insertion of Sec. 166(5) in the M.V. Act.

35. It is pertinent to note that the Motor Vehicles Act is fundamentally recognized as beneficial legislation. Though, Kajam died before insertion of Sec. 166 (5) of the M.V. Act, but fact remains that legal representatives have been brought on record after insertion of Sec. 166 (5) of the M.V. Act.

36. Considering all the facts and circumstances of the present case, considering the nature of M.V. Act as beneficial legislation and considering the observations made by the Hon'ble Supreme Court in the judgments of **Meena Vs. Prayagraj** and in the judgment of **Dhannalal Vs. Nasir** (cited supra by claimants), this Tribunal comes to the conclusion that, legal representatives of Kajam, can pursue the claim for compensation of personal injury, sustained to Kajam. This Tribunal further comes to the conclusion that legal representatives of Kajam can pursue the matter by invoking provision of Sec. 166 (5) of the M.V. Act.

37. In view of above subsequent developments and pronouncement of the Hon'ble Supreme Court, ratio laid down in the case of **Praveena Vs. Ganpat** (cited supra) will not be helpful to respondent no. 3 insurance company in the present case. Hence, this Tribunal record finding to issue no. 3 in the 'Affirmative'.

<u>As to Issue No. 4 :-</u>

38. Now, it is necessary to ascertain the quantum of compensation for which, claimants are entitled, under different heads and same are discussed below.

39. It is the version of claimant no. 1 that Kajam was 44 years old, at the time of accident, but to prove the age of Kajam, claimants have not filed any document on record. Though in the claim petition, discharge card, injury certificate and disability certificate, age of Kajam, is mentioned as 44 years, but none of the said document, can be considered as age proof of Kajam.

40. It is not the case of claimants that they do not have any document in respect of age proof of Kajam. So, possibility cannot be ruled out that, to avoid the real age, claimants intentionally have not filed any document on record. In the absence of any trustworthy documentary evidence, this tribunal holds that, age of Kajam was '46' years at the time of accident. In view of the judgment in case of **Sarla Varma -Vs. D.T.C. 2009 (2) SCC (Cri.) 1002,** multiplier <u>'13'</u> would be applicable to the age group of <u>'46 to 50'</u>.

41. To prove the the permanent disability of Kajam and expenditure incurred on his medical treatment, claimants examined Dr. Khalid Kazi (CW-2) below Exh. 49. Dr. Kazi deposed that on 24/06/2020, he examined Kajam, took x-ray and found that there was malunited fracture of right tibia and right knee arthritis fracture, accordingly, he issued permanent disability certificate (Exh. 42) showing that Kajam sustained total 42% permanent disability. Dr. Kazi also proved injury certificate (Exh.39) & discharge card

(Exh. 40). In the cross-examination Dr. Kazi admits that he has not brought case papers with him while giving evidence, in discharge card, no date-wise treatment is mentioned and he has calculated disability by limbwise.

42. It appears that, Kajam did not try to get disability certificate from the Government Medical Board and no reason has come on record to that effect. Considering the nature of injuries and admissions given by Dr. Kazi (CW-2), it appears that 42% permanent disability, mentioned in disability certificate, is much excessive. Considering the nature of injuries sustained to Kajam in right perspective, this Tribunal comes to the conclusion that, Kajam sustained permanent disability to the extent of 15% only.

43. It is the version of claimants that, Kajam used to earn Rs. 27,000/- per month by doing mason work. Admittedly, claimants have not filed any documentary evidence nor examined any witness to prove the income of Kajam. In the absence of evidence pertaining to the income of Kajam, it is necessary to consider notional income of Kajam.

44. Record indicates that, accident occurred in the year 2019. Considering the facts and circumstances of the present case, this Tribunal holds that notional income of Kajam, as Rs. 10,000/- per month. So, yearly income would be Rs. 1,20,000/-. Since Kajam suffered 15% permanent disability, the loss of income per annum would be Rs. 18,000/- (15% of Rs. 1,20,000/-). Multiplier of '13' is applicable, hence loss of future earnings comes to Rs. 2,34,000/- (18,000 x 13).

45. Now, let’s see, as to what evidence has come on record, as far as expenses incurred to purchase medicines, to conduct radiological & pathological tests and for payment of hospital bills.

46. Record indicates that, there are 06 receipts issued by Sahara Hospital, (collectively marked at Exh. 50) total amounting of Rs. 27,900/- and 03 receipts total amounting of Rs. 95,000/- (collectively marked at Exh. 51). Record indicates that ‘Royal Chemist’ is attached to Sahara Hospital, from where medicines came to be purchased time to time and said pharmacy issued 29 chemist receipts total amounting of Rs. 64,445/- (collectively marked at Exh. 52).

47. It further appears that, ‘Nirnay Diagnostic Centre’ is attached to Sahara Hospital and said centre issued 09 receipts (collectively marked at Exh. 53) total amounting Rs. 10,300/- towards treatment of Kajam. Likewise, Hi-Tech Institute issued receipt of Rs. 8,000/- (Exh. 54). Total amount of all the above bills towards hospital and medical expenses come to Rs. 2,05,645/-, which is rounded to Rs. 2,06,000/- (Two Lakhs Six Thousands) and claimants are entitled for the same.

48. There are no fixed standards for assessing the non pecuniary loss and amount for the same will depend on the facts of each case. Considering the age, social and marital status of claimant etc. Considering the nature of injury, it would be proper to grant Rs. 10,000/- towards pain and suffering, Rs. 5000/- towards transportation and Rs. 10,000/- towards special diet.

49. In view of above, claimants are entitled for the compensation amount under various heads, as described below :-

[1]	Loss of future earnings (As discussed above)	:	Rs. 2,34,000/-
[2]	Actual medical & hospital expenses incurred on operation and medicine	:	Rs. 2,06,000/-
[3]	Pain and sufferings	:	Rs. 10,000/-
[4]	Transportation and special diet:	:	Rs. 15,000/-
	(Sr.No.1 to 4) Total	:	Rs. 4,65,000/-
	(Rupees Four Lakhs Sixty Five Thousands Only)		

50. In claim petition, amount of compensation is claimed as Rs. 42,88,000/-, but in view of inability to pay the court fees, claim was restricted to the extent of Rs. 1,00,000/- only. Though, claimants restricts their claim to Rs. 1,00,000/- due to their inability to pay the court fees, it is the duty of Tribunal to award just and fair compensation.

51. In view of above, this tribunal holds that, claimants are entitled to get the total compensation amount of **Rs. 4,65,000/- (Rupees Four Lakh Sixty Five Thousand Only)**, which is just and fair. Claimants are also entitled for interest @ 7 % per annum on compensation amount from the date of claim petition till it's realization.

52. Considering all the facts and circumstances of the present claim petition, this Tribunal comes to the conclusion that, accident has been taken place due to rash and negligent riding of respondent

no. 2 by motorcycle bearing registration no. MH-24-BB-7901, which was owned by respondent no. 1 and said motor-cycle was insured with respondent no. 3 insurance company, at the time of accident. Hence, respondent nos. 1 to 3 are jointly and severally liable to pay compensation amount of **Rs. 4,65,000/- (Rupees Four Lakh Sixty Five Thousands Only)** to the claimants alongwith interest. Hence, this Tribunal answers issue no. 4 in the 'affirmative' and proceed to pass the following order.

O R D E R

1) Claim petition is partly allowed with proportionate costs. Claimant nos. 1 to 4, who are legal representatives of injured Kajam, are entitled for the compensation amount of Rs. **4,65,000/- (Rupees Four Lakhs Sixty Five Thousands Only)** alongwith interest @ 7% p.a. thereon, from the date of filing of the claim petition till realization of amount.

2) Respondent nos. 1 to 3 are directed to deposit jointly and severally abovesaid compensation amount alongwith interest in Saving Bank Account of Tribunal's Saving Bank Account No. 40777681930, IFSC Code-SBIN0021055, State Bank of India, Collectorate Branch, at Main Road, Latur.

3) Claimant nos. 1 to 4 are entitled to get equal shares in the compensation amount and interest accrued thereon.

4) Claimants are directed to pay the deficit court fees within 30 days from passing of this judgment.

5) Award be drawn up accordingly.

DISTRICT COURTS MAHARASHTRA

Digitally signed by SANJAY JUGALKISHOR BHARUKA
Date: 2026.06.18 13:30:39 +0530

(S. J. Bharuka)

Date : 18/06/2026 **Chairman, M.A.C.T. Latur.**

"CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER".

C.R. Kulkarni
Stenographer (Grade-1)

Name of the Judge(With Court Room No.)	Shri. S.J. Bharuka, Chairman, M.A.C.T. Latur. (22)
Date for pronouncement of Judgment/Order	18/06/2026
Judgment/Order signed by P.O. on	18/06/2026