MHRG010009032024		Presented on	:	05.08.2024
		Registered on	:	05.08.2024
		Decided on	:	21.04.2026
		Duration	:	Y M D 01 08 16

BEFORE THE CHAIRMAN, MOTOR ACCIDENT CLAIMS TRIBUNAL, RAIGAD, AT : ALIBAG

(Presided over by R. D. Sawant)

M.A.C.P. No.171/2024
Exhibit No.: 44

1. Shri. Chandrakant Janu Patil,)
   Age: 53 yrs, Occu.: Nil)
2. Manjula Chandrakant Patil,)
   Age: 50 yrs, Occu.: Housewife,)
   Both R/o. Mithekhar, Post – Walke,)
   Tal. Murud, Dist. Raigad)
   Maharashtra 402 202) …. Claimants

V/s.

1. Omkar Lahu Mhatre,)
   Age: 42 Yrs, Occu.: --)
   R/o.At & Post–Dolvi, Madhala Pada)
   Tal. Pen, Dist. Raigad)
   Maharashtra 402 107)
2. Royal Sundaram Gen.Insurance Co.Ltd)
   Delfi, C – Wing, 201- 204,2nd Floor,)
   Hiranandani Business Park, Powai)
   Mumbai 400 056) .. Opponents.

Claim :- Under Section 166 of Motor Vehicles Act, 1988 for compensation of Rs.5,00,000/- or Just compensation ...

<u>Appearances</u> :-

Advocate for Claimants	- Shri. A. D. Patil with Prem Mhatre
Opponent No. 1	- Adv. Rupesh Patil
Advocate for Opponent No. 2	- Shri. J. A. Lele with Shri. R. R. Gandhi

<u>JUDGMENT</u>
(Delivered on 21/04/2026)

This is a claim petition u/sec. 166 of the Motor Vehicles Act, 1988 filed by the Claimants who are parents of deceased Chetan Chandrakant Patil, against Opponent No. 1- Omkar Lahu Mhatre, owner of the offending Truck and Opponent No. 2 - Royal Sundaram Gen.Insurance Co.Ltd. - Insurer of the offending Truck i.e. Truck bearing no. MH-46/F-0797, claiming compensation of Rs.5,00,000/- on account of death of their son in vehicular accident occurred on 28.06.2024, at about 04:45 a.m. on Roha-Revdanda Road, near Salav Colony Khairav, Dist. Raigad, within the jurisdiction of Revdanda Police Station.

02. **In short the case of the claimants is that -**

(a) Claimant No.1 is Father and Claimant no. 2 is Mother of the deceased Chetan Chandrakant Patil (hereinafter called as “deceased”).

(b) On 28.06.2024 at about 04.45 a.m. deceased Chetan Patil was proceeding by Motorcycle bearing Reg. No. MH-06/CG-5196 from Mithekhar to Revdanda on Roha-Revdanda Road for his work. When he reached near Salav Colony Gate at Khairav

Korlai, Truck bearing Reg. no. MH-46/F-0797 (hereinafter referred as “offending Truck”) was parked on the road facing towards Salav side, without taking precautions of the traffic rules. Due to darkness and rain, deceased Chetan coming from Khairav road on his motorcycle dashed the truck from back side. Due to dash, deceased fell down from the motorcycle. With the impact of accident, the deceased sustained injury to his face, forehead and head and died.

(c) The accident took place due to sole negligence of driver of offending Truck. Crime bearing No. 112/2024 came to be registered against the driver of the offending Truck, under section 304A, 283 of I.P.C. and under section 109, 177, 122, 22(c)(2),m/177 of Motor Vehicles Act.

(d) The deceased Chetan was working with Sai Land Developers, Wadkhal, Dolvi, Tal. Pen and earning Rs.12,000/- per month. At the time of accident, deceased was 25 years old. The claimants were dependent upon the income of deceased. The claimants have sustained pecuniary and non pecuniary damages upto Rs. 21,54,000/- as described in the petition. But they have restricted their demand upto Rs.5,00,000/- as described in the petition. Hence, the claimants pray to award just compensation.

(e) Claimants averred that Opponent No.1 is owner of the offending Truck. The offending Truck was insured with Opponent No.2 and therefore, Opponent No.1 and 2 are jointly and severally responsible to pay just compensation to the Claimants.

03. Opponent No. 1 has filed his written statement dt. 14.10.2025 at Exh. 18 and resisted the claim. This opponent denied para no. 1 to 20 of the Claim. This opponent denied that accident occurred due to Truck parked on the road. He contended that deceased drove his motorcycle in rash and negligent manner and gave dash to the parked Truck from backside. The deceased was not wearing helmet at the time of accident. The Truck driver is not responsible for the accident. The opponent denied occupation and income of the deceased. Opponent no. 1 further contended that since the Truck was out of order, the driver of the Truck parked the same by the side of the road by keeping parking lights on. At the time of the accident the offending Truck was insured with Opponent no. 2 and the accident occurred within the insured period of policy and therefore, Opponent no. 1 is not liable to pay compensation to Claimant. If it all the compensation is awarded it should be recovered from Opponent no. 2 and prayed for dismissal of the claim petition.

04. Opponent No. 2 Royal Sundarm General Insurance Co. Ltd. has filed his written statement at Exh.12 and resisted the claim. Opponent no. 2 denied that on the date of accident, the offending Truck was covered at the material time under policy of insurance issued by Opponent no. 2, subject to terms, conditions, exceptions and limitations thereof and subject to the confirmation of and the compliance of Sec. 64VB of the Insurance Act, 1938. The driver of the offending truck was not having valid license and effective permit, fitness and PUC certificate. Thereby the driver of the offending Truck has committed the breach of the

terms and conditions of the policy and therefore this Opponent no. 2 is not liable to pay any compensation. Opponent No.2 further contended that Claimant did not implead the owner and insurer of motorcycle and the driver of offending Truck as necessary party in the Claim. Therefore the claim is bad for non-joinder of necessary party.

05. Opponent no. 2 further contended that Revdanda Police Station has lodged false FIR against Truck driver. In FIR, it is mentioned that the rider of the motorcycle dashed the Truck from backside, therefore, rider of the motorcycle is responsible for the said accident. Opponent no.2 contended that the accident in question took place due to sole negligence of the deceased. It further contended that the deceased was not wearing helmet at the time of accident and therefore due to his own negligence he died. The opponent denied the age, occupation and income of the deceased. That the claim is excessive and exorbitant and prayed for dismissal of the claim petition.

06. Heard ld. Adv. Shri. Prem Mhatre for Claimants, ld. Adv. Shri. Rupesh Patil for Opponent no. 1 and Adv. Shri. J. A. Lele for Opponent no. 2. Advocate for Respondent no. 2 filed written arguments at Exh. 43. Ld. Adv. for Claimant relied upon Judgments in support his contentions.

07. From the rival pleadings of the parties, Smt. Srishty Neelkanth, then Ex-officio Member, MACT, framed issues at Exh.20 on 17.11.2025. Said issues with my findings thereon for

the reasons stated thereto are answered as under :-

Sr. No.	Issues	Findings
1.	Whether Claimants prove that the deceased died in accident dt. 28.06.2024 which occurred due to the rash and negligent driving of the driver of the Truck no. MH-46/F-0797 ?	…. Yes
2.	Whether insurer prove that the opposite party committed breach of terms and conditions of the Insurance Policy ?	…. No.
3.	Is the petition bad for non-joinder of necessary party ?	…. No.
4.	Whether Claimants are entitled for compensation ? If yes, to what extent and from whom ?	Yes, for amount of Rs. 17,01,200/-with interest @ 7% p. a.
5.	What order ?	As per final Order.

- : REASONS : -

As to Issue no. 1 :-

08. In order to prove the claim, Claimant no. 1 Chandrakant Janu Patil is examined at Exh. 21. He has produced the documents viz certified copy of FIR and statement collectively at Exh. 22, certified copy of spot panchnama at Exh. 23, copy of Inquest Panchnama at Exh. 24, copy of Advance Death Certificate at Exh. 25, driving license of deceased Chetan at Exh. 26, copy of Insurance Policy at Exh. 27, driving license of driver of offending Truck at Exh. 28, R.C. Book and documents of offending truck collectively at Exh. 29, copy of postmortem report at Exh. 30. Claimants have also examined Vivek Ganpat Minde, Operation

Head at Sai Land and Developers, as CW 2 at Exh. 35. CW 2 has produced the documents viz. Authority letter at Exh. 36, Certificate u/sec. 63B of Bhartiya Saksh Adhiniyam at Exh. 37, Salary Slip of deceased Chetan for three months at Exh. 38 collectively, bank statement of Sai Land Developers at Exh. 39. Claimants filed evidence close pursis at Exh. 40 on 16.03.2026.

09. Opponent No.1 did not examine any witness and filed evidence close pursis at Exh.41 on 25.03.2026. Evidence of Opponent no. 2 ordered to be closed vide order below Exh.42 dt. 25.03.2026.

10. The date, time and place of accident is not in dispute. The dispute is about the negligence of the drivers of both vehicles involved in the accident.

11. Claimant no. 1 Chandrakant Janu Patil, father of deceased Chetan Patil has narrated in para-1 of his evidence, manner in which accident took place. Claimant was suggested that accident was caused due to negligence of his son. However, he has denied the said suggestion. Claimant has produced F.I.R. at Exh. 22, Spot Panchanama at Exh. 23. The circumstances and situation mentioned in the spot panchanama are sufficient to show the manner in which accident took place and hence inference can be gathered that accident took place due to sole negligence on the part of driver of offending Truck.

12. Claimant has further testified that in the accident deceased sustained injuries and succumbed to his injuries.

Advance Death Certificate at Exh. 25, Postmortem Report at Exh.30 shows probable cause of death of deceased is, "head injury with frontal bone fracture due to road traffic accident". The Spot Panchanama depicts that the spot of incident is on the Salav-Roha Road. On inspection of the motorcycle it is observed that front show was broken and wires were hanging, glasses of both mirrors were broken and spread on the earth, mud-guard of front tyre was broken, show-guard of petrol tank was broken, back-side indicators were broken. The offending Truck bearing no. MH-46/F-0797 was parked facing east near Revdanda Bus Stand. On inspection of the Truck it is observed that back side iron rod below board was bend. The circumstances and situation mentioned in the spot panchanama are sufficient to show that the truck was parked on the road without taking precautions and hence, inference can be gathered that accident took place due to sole negligence on the part of driver of offending Truck.

13. The Opponent no. 2 did not examine any witness to prove his case. The FIR is lodged against the driver of the offending Truck bearing no. MH-46/F-0797. Spot Panchnama at Exh. 23 shows the manner in which the accident took place. Opponent no. 2 has not proved that, the accident was caused due to negligence of driver of the motorcycle involved in the accident. Opponent no. 2 has also not proved the contributory negligence on the part of rider of the motorcycle, in the occurrence of accident which took place on 28.06.2024 in any manner. Hence the inference can be drawn that accident took place due to negligence on the part of driver of offending Truck. Therefore, I

answer Issue No. 1 in affirmative accordingly.

As to Issue No. 2 :-

14. Opponent no. 2 in its written statement at Exh. 12 contended that the driver of the offending Truck bearing no. MH-46/F-0797 was not holding valid license, Permit, fitness and PUC and thereby, there is breach of terms of policy and Opponent no. 2 is not liable to pay the compensation to the Claimants. However, Opponent no. 2 has not examined any witness to prove the alleged breach of Insurance Policy nor shown from the evidence on record, the alleged breach. Therefore, I hold that no breach of the Insurance Policy is shown by Opponent no.2, Hence, I answer issue no. 2 accordingly, in negative.

As to Issue No. 3 :-

15. Since the owner of the offending Truck and its insurance company are arrayed as Opponent no. 1 and 2 respectively, the driver of the offending Truck is not a necessary party so also the owner and insurance company of motorcycle and hence the claim is not bad for non-joinder of necessary party. Hence I answer issue no. 3 accordingly in negative.

As to Issue No.4 :-

16. Now, the point for my consideration is regarding the compensation to be awarded to the Claimants.

17. The assessment of damages to compensate the dependents is beset with difficulties. Because from the nature of things, it has to take into account many imponderables, e.g. the

life expectancy of the deceased and the dependents, the amount that the deceased would have earned during the remainder of her life, the amount that he would have contributed to the dependents during that period, the chances that the deceased may not have lived or the dependents may not live up to the estimated remaining period of their life expectancy, the chances that the deceased might have got better employment or income or might have lost his employment or income altogether.

18. The manner of arriving at the damages is to ascertain the net income of the deceased available for the support of himself and the dependents, and to deduct therefrom such part of his income as the deceased was accustomed to spend upon himself, as regards both self-maintenance and pleasure, and to ascertain what part of his net income, the deceased was accustomed to spend for the benefit of the dependents. Then that should be capitalized by multiplying it by a figure representing the proper number of years' purchase.

19. Keeping in mind the above said principles, I have to determine the compensation amount to be awarded to the Claimants.

20. On the point of quantum, the Claimant No. 1 Chandrakant Janu Patil has stated in affidavit of evidence at Exh. 21 that at the time of accident, deceased Chetan was 25 years old and he was working in Sai Land Developers, Wadkhal and earning Rs. 12,000/- per month.

21. In order to prove the income of the deceased, the Claimant has examined CW 2 Vivek Ganpat Minde, Operation Head at Sai Land Developers, where the deceased was allegedly working, at Exh.35. He has produced the Authority letter at Exh. 36, Certificate u/sec. 63B of Indian Evidence Act at Exh. 37, Pay slip of deceased for the month of March 2024, April 2024 and May 2024 at Exh. 38 collectively and Bank Statement of company at Exh. 39. Pay Slip shows basic salary of the deceased was Rs. 8858/- in the month of March 2024 and April 2024 and Rs. 9003/- in the month of May 2024 and professional tax of Rs. 200/- p.m. was deducted from his salary. Pay slip shows the allowances under the various heads viz. Dearness Allowance, House Rent Allowance, Washing Allowance, Conveyance Allowance, were paid to him in March 2024 to May 2024. Gross Salary of deceased Chetan Patil was Rs. 12,000/- inclusive of washing allowance Rs. 1,424/-. This washing allowance is incidental to his job as helper. Therefore, this washing allowance cannot be said to be his income. Therefore the same is required to be deducted from his gross salary. Professional Tax is also required to be deducted from his gross salary. Therefore the net salary of the deceased is Rs. 10,376/-. Therefore the average monthly income of the deceased after rounding it off to nearest hundred comes to Rs. 10,400/- p.m.

22. The claimant no. 1 has stated that the deceased was 25 year's old at the time of accident. No evidence to show the exact age of the deceased has been produced on record. Inquest Panchanama at Exh. 24 and Postmortem Report at Exh. 30 shows

age of the deceased as 26 years and hence his age can be taken as 26 years. At the time of accident the deceased was unmarried. However, deceased being son of Claimants, it can be certainly said that he was contributing to the family income. Hence, it can be assumed that deceased was spending 1/2 of his income on himself by taking into consideration, the principles laid down in the case of **National Insurance Company Limited V/s. Pranay Sethi & Ors., reported in 2017 A.C. 874(S.C.)**.

23. The deceased was serving in Sai Land Developers and he was 26 years old at the time of accident. In such circumstances, as per the Judgment of Hon'ble Supreme Court in case of **National Insurance Company Limited V/s. Pranay Sethi & Ors.,** cited supra, 50% amount of his income will have to be added towards loss of future prospects.

Income of the deceased		Rs. 10,400/-
Add- 50% Future Prospect		Rs. 5,200/-
		Rs. 15,600/-
Rs. 15,600/- x 12	=	Rs. 1,87,200/-
Less- 1/2 Personal Expenses		Rs. 93,600/-
Loss of income per year		Rs. 93,600/-

24. In the case of **National Insurance Company Limited V/s. Pranay Sethi** and others, cited supra the Hon'ble Supreme Court observed that age of the deceased should be the basis for applying the multiplier. Deceased was 26 years old at the time of accident. Considering his age, in view of the Judgment of Hon'ble Apex Court in the case of **National Insurance Company Limited**

V/s. Pranay Sethi & Ors., cited supra, in my opinion, multiplier of 17 would be proper multiplier to be applied in this case. Therefore, I apply multiplier of 17. Therefore the compensation under the head of loss of future income, can be calculated as under -

Rs. 93,600/- x 17 =15,91,200/-.

25. In the case of **National Insurance Company Limited V/s. Pranay Sethi and others**, cited supra the Hon'ble Supreme Court granted compensation on conventional heads, viz. towards loss of estate, loss of consortium and funeral expenses Rs.15,000/-, Rs.40,000/- (to each parents) and Rs.15,000/- respectively. Therefore, this tribunal do not find any difficulty in granting the compensation under the said heads as granted by the Hon'ble Supreme Court.

26. Thus, Claimants in all are entitled for compensation including No Fault Liability compensation, as below :

Sr. No.	Head	Compensation awarded
1.	Loss of future income	Rs. 15,91,200/-
2.	Loss of consortium (Rs. 40,000/- x 2)	Rs. 80,000/-
3.	Funeral Expenses	Rs. 15,000/-
4.	Loss of Estate	Rs. 15,000/-
	Total compensation	**Rs. 17,01,200/-**

27. So far as the rate of interest is concerned, taking into consideration fluctuating rate of interest given by the

nationalized banks on the fixed deposit amount, if interest @ 7% per annum is awarded, it will be just and proper. Hence, I grant the same.

28. Claimants have claimed compensation of Rs.5,00,000/-, or the just compensation as this tribunal deems fit alongwith the interest. Hon'ble Apex Court in case – **Nagappa V/s. Gurudayal Singh and others reported in 2003 ACJ 12** and **Rajesh and others V/s. Rajbir Singh and others reported in 2013 ACJ 1403** observed that "irrespective of the amount claimed, Tribunal/Court has duty to award just, equitable, fair and reasonable compensation". In view of discussion above, I hold that, the Claimants are entitled for just compensation of Rs. 17,01,200/- as stated above alongwith interest @ 7% per annum.

29. The Opponent No. 1 was owner of the offending Truck involved in the accident and Opponent No. 2 was its insurer. Copy of Insurance Policy produced on record at Exh. 27 shows that the policy of the offending Truck was valid and in force with effect from 24.01.2024 to 23.01.2025. It means it was valid and in force on the date of accident i.e. on 28.06.2024. I have already observed while answering Issue No. 2 that there was no breach of Insurance Policy by owner and driver of offending Truck. Hence, I answer Issue no. 4 accordingly.

As to Issue No. 5 :-

30. In view of the discussion above, the claim petition deserves to be allowed. Therefore, I proceed to pass the following

order which will meet the ends of justice.

:: **ORDER** ::

1. Petition is allowed with costs.

2. Opponent Nos. 1 and 2 shall jointly and severally pay to Claimants, compensation amount of Rs. 17,01,200/-(Rs. Seventeen Lakhs One Thousand Two Hundred Only) including No Fault Liability Compensation, with interest @ 7% per annum from the date of petition till realization of the full amount.

3. Opponent Nos. 1 and 2 are directed to deposit the compensation amount in the account of Ex-Officio Member, of M.A.C.T., Raigad-Alibag, having its account No. 40671588090, IFSC Code No. SBIN0000308 of State Bank of India, Branch at Alibag.

4 On depositing the compensation amount it be paid to Claimants equally through RTGS or NEFT in their saving bank account, on due identification and verification.

5. Deficit court fee, if any, be recovered.

6. Award be drawn up accordingly.

Sd/-

Alibag.
Date :-21.04.2026

(R. D. Sawant)
Chairman,
Motor Accident Claim Tribunal
Raigad-Alibag.

CERTIFICATE

I affirm that, the contents of this PDF file is same word to word, as per the original judgment.

Name of Steno	:- S. S. Puro (Steno)(Grade-I)
Name of Court	:- Principal District Court, Raigad-Alibag.
Judgment Dictated on	:- 21.04.2026
Judgment signed by P.O. on	:- 21.04.2026
Judgment uploaded on	:- 21.04.2026