

MHMT010010742014



Presented on : 17/07/2014
Decided on : 18/03/2026
Duration : 11Y 8M 10 D

**IN THE MOTOR ACCIDENT CLAIMS TRIBUNAL, MUMBAI
(Presided over by Gauri Kawdikar)**

**MACP 1072/2014
Exh.63**

Sirajuddin Shahabuddin Shaikh
Aged about 34 yrs., Occupation -Carpenter
At Present residing at Room No.7
Trikutidham Housing Society,
Opp Nasiyan Masjid, Tilak Nagar,
Mumbai-72

...Claimant

VERSUS

Mrs. Hirabai Sarjerao Rokade
having her address at Wadgaon
Savstal, Taluka-Parner
Dist.Ahmed Nagar, 414001
(Owner of Vehicle
No.MH-16-AE-1850)

...Respondent no.1

Mrs. Rehana Afzal Husen Khan
Add.-Room No.402, Kaif Tower,
Bander Road, Mumbai-400 010

...Respondent no.2

AND

National Insurance Co. Ltd.
having their office at having their
office at 5, Sixth Floor,
14, J.N.Tata Road, Churchgate,
Mumbai-400 020

Validity 04/08/2013 to 03/08/2014 **...Respondent no.3**

Shri J. S. Salunke - Advocate for the Claimant
Respondent No.1 Ex-Parte
Respondent No.2 Ex-Parte
M/s. N. Vora & Associates - Advocates for Respondent No.3

**JUDGMENT
(Delivered on 18/03/2026)**

1. The claim petition is filed under section 166 of

the Motor Vehicles Act, 1988.

2. The case of the claimant in short is asunder -

On 06/05/2014 at about 06:45 p.m the claimant was going on his motorcycle. When he reached opposite Saiprasad Hotel, Western Express Highway, Andheri (E), one Motor Tempo bearing no.MH-16/AE-1850 came at high and excessive speed and dashed against the claimant. He sustained injuries. He was taken to Trauma Care Hospital Jogheshwari and then Paramount Hospital, Sakinaka. FIR 228/2014 was registered against driver of the Tempo by Andheri Police Station against Sohail Ahmed Shami Ahmed i.e. driver of motor tempo bearing no.MH-16/AE-1850 for offences punishable under section 279 and 338 of the Indian Penal Code, 1860. He sustained permanent partial disability of 35% due to the injuries sustained in the accident. The claimant was working as carpenter with S.K. Furniture and earning the amount of Rs.25,000/- p.m. The claimant has prayed for compensation of Rs.2,00,000/- along with interest at the rate of 12% per annum.

3. Summons was served to the respondent no.1 to no.3. Respondent no.1 was joined as owner of Tempo bearing no.MH-16/AE-1850 but RTO papers showed that at the time of accident the owner was Rehana Afsal Husen Khan i.e. respondent no.2. Respondent no.3 is the insurer. On 23/07/2018 my Ld. Predecessor passed order for the claim petition to proceed Ex-parte against respondent no.1. Similarly, respondent no.2 was duly served vide Exh.50 and

order was passed for the claim petition to proceed Ex-parte against respondent no.2. Respondent no.3 appeared and filed Written Statement at Exh.16. It is has averred that no policy was issued in respect of vehicle no.MH-16/AE-1850. Similarly, it has denied the age, occupation and income of the claimant. It has denied that the claimant is entitled for compensation. It has prayed for dismissal of the claim petition.

4. The issues framed by my Learned Predecessor at Exh.17 are reproduced hereunder alongwith findings and reasons thereto-

SR. NO.	ISSUES	FINDINGS
1.	Whether the applicant proves that on 06.05.2014, applicant sustained injuries in a motor accident?	Yes
2.	Whether applicant further proves that accident took place because of negligence on the part of driver of Motor Tempo bearing No.MH-16-AE-1850?	Yes
3.	Whether the insurance company proves that offending vehicle is not insured with insurer on the date of accident ?	No
4.	Whether Applicant is entitled to compensation ? If yes, to what extent and from whom ?	Yes, as discussed
5.	What order ?	As per final order.

REASONS

5. Advocate for the claimant relied upon the following case laws -

- (i) Oriental Insurance Co Ltd. V/s. Jayeshbhai Bhagubhai Patel and Ors., 2022 ACJ 2702 (Hon'ble Gujrat High Court)

6. Advocate for the respondent relied upon the following case laws -

- (i) Raj Kumar V/s. Ajay Kumar and Ors., Civil Appeal No.8981 of 2010 (Arising out of SLP (C) No.10383 of 2007) (Hon'ble Supreme Court)
- (ii) Raphik Mehbub Pakhali V/s. Anantkumar Pravinkumar Jajal and Ors., First Appeal No.458 of 1995 decided on 19/10/1995 (Hon'ble Bombay High Court)
- (iii) Aparna and Ors. V/s. Bacchubhai Karsanbhai Rathod and Ors., First Appeal No.482 of 1997 decided on 15/01/2007 (Hon'ble Bombay High Court)

AS TO ISSUE NO.1 :-

7. The claimant Sirajuddin (CW-1) has deposed at Exh.13 that on 06/05/2014 at about 06:45 p.m he was going on his motorcycle. When he reached opposite Saiprasad Hotel, Western Express Highway, Andheri (E), one Motor Tempo bearing no.MH-16/AE-1850 came at high and excessive speed and dashed against him. He has further deposed that he sustained injuries. He was taken to Trauma Care Hospital Jogheshwari and then Paramount Hospital, Sakinaka. Advocate for the respondent no.3 / insurance company has not asked any question about

injuries sustained by the claimant due to the accident.

8. Dr. Naresh Khanna (CW-2) has deposed at Exh.24 that on 09/03/2016 he examined the patient Sirajuddin who narrated history of vehicular accident dated 06/05/2014. He was treated at Paramount Hospital from 06/05/2014 to 10/05/2014 and OPD treatment thereafter. After clinical and radiological examination he issued disability certificate at Exh.25.

9. He has admitted in his cross examination that he is not the treating doctor. He does not know about the present condition of the patient. He does not know whether the implants are removed. He has admitted that the contents of his affidavit are based on hospital papers. He has admitted that he cannot bifurcate the percentage of disability, he did not take fresh X-ray. It has further come in his cross examination that the disability of the patient is physical disability affecting his occupation as a Carpenter. Lastly, he has admitted that at the time of examination the fractures were consolidated.

10. Advocate for the insurance company has not been able to impeach the testimony of Dr. Naresh Khanna in respect of disability and its percentage. Accordingly, on the basis of disability certificate at Exh.25, it is held that the claimant suffered permanent partial disability of 35%. Issue no. 1 Is answered in the affirmative.

AS TO ISSUE NO.2 :-

11. The claimant Sirajuddin (CW-1) has deposed at

Exh.13 that on 06/05/2014 at about 06:45 p.m the claimant was going on his motorcycle. When he reached opposite Saiprasad Hotel, Western Express Highway, Andheri (E), one Motor Tempo bearing no.MH-16/AE-1850 came at high and excessive speed and dashed against the claimant. FIR 228/2014 was registered against driver of the Tempo by Andheri Police Station against Sohail Ahmed Shami Ahmed i.e. driver of motor tempo bearing no.MH-16/AE-1850 for offences punishable under section 279 and 338 of the Indian Penal Code, 1860.

12. Advocate for the insurance company has not challenged the correctness and authenticity of the police papers. FIR 228/2014 for offences punishable under section 279, 338 of the Indian Penal Code, 1860 is registered against Sohail Ahmed Shamim Ahmed Khan and bears the Motor Tempo bearing no.MH-16/AE-1850. Thus, on the basis of FIR, Charge-Sheet, Medical Papers of Paramount Hospital and disability certificate at Exh.25, it is held that Sirajuddin sustained serious injuries in accident arising out of use of Motor Tempo bearing no.MH-16/AE-1850. Accordingly, it is held that the claimant sustained permanent partial disability in accident occurred due to the rash and negligent driving of the driver of Motor Tempo bearing no.MH-16/AE-1850. Accordingly, Issue no.2 is answered in the affirmative.

AS TO ISSUE NO.3 :-

13. It is the contention of Advocate for insurance company that the offending vehicle MH-16/AE-1850 was

not insured with the National Insurance Co. Ltd. on the date of accident i.e. 06/05/2014. Janhvi Naik (RW-1) has deposed at Exh.29 that the Tempo bearing no.MH-16/AE-1850 was covered by insurance policy. The proposal form is fake. She is further deposed that RTO Certificate dated 14/09/2015 states the name of registered owner as Rehana Afzal Husen Khan whereas in the claim petition name of the owner is mentioned as Hirabai Sarjerao Rokade. She has admitted in her cross examination that it is not mentioned in the police papers that proposal form for insurance policy was fake. She has also admitted that postal acknowledgment for service of notice to the owner is not produced on record. She has admitted that the insurance company appoints agents for their business through whom they issues insurance policies. It has further come in cross examination that the insurance company does not have agent code 864. She is also admitted that they are maintaining premium register and policy register. Lastly, she has admitted that entries in Premium Register Exh.32 are not in sequence as per date and serial number. It has further come in her cross examination that police complaint was made by the insurance company on 29/01/2024.

14. It is the contention of Advocate for the claimant that about the same accident, another injured Sangita Chandrakant Humane had filed MACP 1830/2014 which was decided on 18/09/2025. In said matter the proposal form was held to be legal and valid and it was held that the insurance policy was valid.

15. Perused judgment passed in MACP 1830/2014, Issue no.2 is framed as – Whether the offending vehicle was validly insured with the insurer ? The finding given by the Court is in the Affirmative. The issue no.2 and reasoning given therefor is reproduced hereunder -

ISSUE NO.2 :-

38. It is specific contention of Insurer that the offending vehicle was never insured with them nor the Insurer received any payment or part premium. Not only this but also it is contended that Exh.29 is not an Insurance policy but it is only a Proposal Form. Insurer further contended that Exh.29 is a fake document-xerox and they have informed this fact to the Sr. Police Inspector, Borivali East as well as Parner, Dist. Ahmednagar.

39. In order to prove their contention, Insurer examined Uma Ramani (DW1), Deputy Manager with National Insurance Co. Ltd. Admittedly, there is nothing before the Court to show that she had any role in the circumstances of transaction related to the alleged proposal form in 2013-2014 or even for the relevant time Exh.58/1 is the copy of Letter by Insurer to Sr. Police Inspector alongwith Postal Receipts and Acknowledgment Due which shows that Borivali Police Station received the said letter. Exh.58/2 is the similar Letter written by the Insurer to Smt. Hirabai Sarjerao Rokde with Postal Receipt. However, Acknowledgment Due thereof does not bear the signature of recipient thereof.

40. It is significant to note that the accident took place 02.06.2014. Admittedly, the Insurer had not sent such letters to both Police Stations, Borivali and Parner in 2014 but those were sent on 25.01.2024 and 03.03.2020. This itself speaks volume. Had there been any fraud in using papers under the head of National Insurance Co. Ltd. as contended by them, certainly in natural course of conduct, this legal entity must have lodged FIR regarding such fake transactions affecting their reputation. Certainly, nothing as such done by the Insurer and the two letters to the Police stations sent in 2020 and 2024 are nothing but the pretence ostensibly to show that company has sent letters to the Police Stations concerned. Admittedly, Insurer has not produced the authenticated list of their Agents working at the relevant time in 2014, nor examined any officer dealing with Insurance policy under the said head office in Ahmednagar District. Even the Police Officer who issued certified copy of Proposal Form under his signature and stamp of the Police station, was not summoned by the Insurer. All this which has to be done by the Insurance company to prove that there was no transaction under Exh.29 but production of premium register has been capitalized for no reason particularly when Agent Code 864 had not deposited the amount of premium with them and the company being legal entity, liable for the vicarious liability of their Agent-Agent Code 864.

41. It is also significant to note that in the letter addressed to Police Inspector, Borivali (East) the nowhere refers Exh.29 being Policy Proposal Form but Insurer themselves have specifically contended it as 'Insurance policy' in paragraph (3) of the said letter. Admittedly, the Insurers have not produced the evidence of their Agent nor initiated any legal action against any person who was allegedly impersonating himself being Agent Code 864, collecting money as premium by using Proposal Form of National Insurance Co. and illegally fetching money from people. Same is the situation with the Opposite parties No.1 to 3 against whom Insurance company has launched any prosecution.

42. Exh.58/3 are the Premium Papers to show that Insurer had not received any payment from the owner or the person recorded as permit holder of the offending vehicle. Copy of vehicle details of the offending vehicle dt. 14.09.2015 indicate that there was no Insurance policy in respect of offending Tempo No. MH-16-AE-1850 and the said vehicle was registered in the name of Smt. Rehana Afzal Husen Khan. Similarly, another vehicle details in respect of Tempo No.MH-16-AE-1850 dt.08.07.2015 indicates that Opposite party No.1 is the registered owner thereof. It is necessary to note that though my Ld. Predecessor marked these xerox copies being part of Exh.58/1 to 6, yet these vehicle details are xerox without any stamp or even true copies indicating the authority which issued the same. Therefore, such xerox cannot be relied upon to hold that the details of the vehicle mentioned therein are true and genuine and there was no Insurance policy.

43. It has to be noted that even if my Ld. Predecessor recorded and exhibited Proposal Form (Exh.29) as the Insurance policy, nomenclature thereof indicates that it is only a Proposal Form and not Insurance policy. However, this Proposal Form (Exh.29) bears signature and stamp of the Police authorities concerned who issued the papers of offending Tempo just after the occurrence of the said accident. This Proposal Form (Exh.29) indicates that the said proposal was initiated by 'Agent Code 864' under the said form for National Insurance Co. Ltd. It bears the stamp of National Insurance Co. Ltd. with the signature of the person representing them, which is significant.

44. It has to be noted that Insurer relied on Premium Register (Exh.58/1 to 6) and the details therein do not indicate that the premium as per the Proposal Form (Exh.29) has been initiated by accepting premium amount. For that Insurer contended that they have written letters to Borivali and Parner Taluka Police Stations, Dist. Ahmednagar, in my opinion, the same does not come to their help. If the company has strategically hidden the payment of the premium as mentioned in the Proposal Form (Exh.29) no one can trace it out and the premium register cannot be believed in that eventuality. It cannot be ignored that National Insurance Co. Ltd. is a legal entity. When they came to know that someone is misusing their Proposal Form (Exh.29), stamp therein with Agent Code 864 and fraudulently collecting premium impersonating them, mere sending letters to the Police stations concerned is not sufficient. Such

activities are supposed to be against the reputation of the Insurer for which Insurers ought to have lodged First Information Report against the Agent Code 864 and the fraud committed by him or someone else. Mere letters to the Police authorities stating that the Proposal Form (Exh.29) is not concerned with them does not absolve them from the legal obligations.

45. In the aforesaid background, it is necessary to note that the Insurer had not produced the list of their Agents alongwith code numbers who were working for National Insurance Co. Ltd. at the relevant time when the vehicle was purchased and Proposal Form (Exh.29) was issued on their behalf. Non-production of list of Agents working for National Insurance Co. Ltd. at the relevant time in 2014, itself indicates that the Insurers are suppressing the truth which speak volumes. At the cost of repetition if any person mentioning a fake Agent Code uses National Insurance Co. Ltd's. Proposal Form (Exh.29) and collects money fraudulently from the persons, the company would have initiated strong criminal legal action, which has not been done in the present case. Like premium register official list of Agents working at the relevant time in 2014 would have been the best evidence to absolve the Insurers from their liability. Admittedly, the Insurers have purposely suppressed the list of their authorized Agents and counter foil of the Proposal Form (Exh.29) allegedly used by the Agent Code 864, when burden to prove all this is on them.

46. It is settled legal position that the Insurer is vicariously liable for the act of its Agent. The Proposal Form (Exh.29) itself creates jural relation between the applicant purchasing policy through the Agent Code 864 and the Insurer. Once the jural relation exists consequent rights and legal obligations coexist. The object of claiming compensation under the Motor Vehicles Act cannot be forgotten and the whole burden of proving everything cannot be put on the shoulder of an illiterate, disabled sweeper. The law does not expect the poor claimant who is the victim of destiny met with an unfortunate accident to run from pillar to post and post to pillar to collect the documents which are genuine as per the expectations of the Insurers particularly when the Insurer is the custodian of their documents strategically and intentionally hushed up the list of their authorised Agents. Certainly they being custodian of their documents, should prove on preponderance of probability that it was not Proposal Form (Exh.29) and someone has used their original Proposal Form and stamp as contended by them. Unless Insurers satisfactorily prove this aspect they cannot contend that everything is forged and fabricated. Therefore, I am of the opinion that there was a Proposal Form (Exh.29) by which Smt. Hirabai Sarjerao Rokde, Opposite party No.1 paid the premium amount to Agent Code 864 for the Insurance policy to be generated for the period from 04.08.2013 to 03.08.2014, as mentioned therein.

47. The date of accident is 02.06.2014 indicating that the Proposal Form (Exh.29) was for initiating valid proposal creating jural relation between the Insurer and customer. As noted above the Insurer is vicariously liable for the act

done by their Agents. Hence, Insurance company alongwith Opposite parties No.1 to 3 are jointly and severally liable to pay compensation to the claimant. Thus, Issue No.2 is answered in the affirmative.

16. There is clear finding of the court in MACP 1830/2014 that proposal form is valid. Section 11 of Code of Civil Procedure, 1908 is reproduced hereunder -

No Court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such Court.

Explanation I.-- The expression former suit shall denote a suit which has been decided prior to a suit in question whether or not it was instituted prior thereto.

Explanation II.-- For the purposes of this section, the competence of a Court shall be determined irrespective of any provisions as to a right of appeal from the decision of such Court.

Explanation III.--The matter above referred to must in the former suit have been alleged by one party and either denied or admitted, expressly or impliedly, by the other.

Explanation IV.-- Any matter which might and ought to have been made ground of defence or attack in such former suit shall be deemed to have been a matter directly and substantially in issue in such suit.

Explanation V.-- Any relief claimed in the plaint, which is not expressly granted by the decree, shall for the purposes of this section, be deemed to have been refused.

Explanation VI.-- Where persons litigate *bona fide* in respect of a public right or of a private right claimed in common for themselves and others, all persons interested in such right shall, for the purposes of this section, be deemed to claim under the persons so litigating .

¹*Explanation VII.*-- The provisions of this section shall apply to a proceeding for the execution of a decree and references in this section to any suit, issue or former suit shall be construed as references, respectively, to a proceeding for the execution of the decree, question arising in such proceeding and a former proceeding for the execution of that decree.

Explanation VIII.-- An issue heard and finally decided by a Court of limited jurisdiction, competent to decide such issue, shall

operate as *res judicata* in a subsequent suit, notwithstanding that such Court of limited jurisdiction was not competent to try such subsequent suit or the suit in which such issue has been subsequently raised.]

17. In MACP 1830/2014 the opposite parties were Hirabai Sarjerao Rokade, Rehana Afzal Husen Khan, Bashir Ahmed Ikram Husen (Driver) and National Insurance Co. Ltd. In present case, the opposite parties are Hirabai Sarjerao Rokade, Rehana Afzal Husen Khan and National Insurance Co. Ltd. The defence of the National Insurance Co. Ltd. is the same and findings about insurance policy or proposal form are already recorded in MACP 1830/2014. As per RTO Particulars at Exh.41 the owner of Motor Tempo bearing no.MH-16/AE-1850 is Rehana Afzal Husen Khan who is already a party in both MACP 1830/2014 and present case i.e. MACP 1072/2014. Thus, applying the principle of 'Res Judicata' it is held that the Proposal Form was for initiating valid proposal creating jural relation between the Insurer and customer and the Insurer is vicariously liable for the act done by their Agents. Accordingly, it is held that the insurance company has failed to prove that Motor Tempo bearing no.MH-16/AE-1850 was not insured with National Insurance Co. Ltd. on 06/05/2014. Issue no.3 is answered in the Negative.

AS TO ISSUE NO.4 :-

18. The claimant Sirajuddin (CW-1) has deposed that on the date of accident he was 35 years old. He has admitted in his cross examination that no document is produced on record to show that on the date of accident he

was 35 years old. In the medical papers issued by Paramount Hospital, his age is mentioned as 35 years. Thus, when the accident occurred on 06/05/2014, he was 35 years old.

19. He was running his own shop under the name and style 'S. K. Furniture'. He has admitted that no document is produced on record to show that he was running the shop by name 'S. K. Furniture'. He has also admitted that no document is produced on record to show that he was earning the amount of Rs.25,000/- p.m. and had employed 6-7 employees. Similarly, he has also admitted that no document is produced on record to show that he was not working for 6 months or that he was advised bed rest for 6 months. It is further come in his cross examination that now he has established partnership firm with his brother in the name of 'S. K. Furniture' and getting profit of Rs.50,000/- p.m. He has not produced on record ITR to show his income. Accordingly, his notional income is considered as Rs.20,000/- p.m.

20. The permanent partial disability is of 35%. As the injured was self employed as a Carpenter and the injuries are sustained to his left knee and ankle affecting his work as Carpenter requiring bending knee to do wood work etc., the functional disability is fixed at 20% taking into consideration that the claimant will face difficulty in standing for long hours, squatting etc. Thus, the notional loss of income comes to Rs.4,000/- p.m.

21. It is contention of Advocate for insurance

company that multiplier system may not be applied as the claimant has started partnership with his brother and running the shop 'S. K. Furniture'. It has come in the cross examination of the claimant that he has establish the partnership firm in the name of 'S. K. Furniture' with this brother and getting profit of Rs.50,000/- p.m. from the firm. When the claimant is getting profit of Rs.50,000/- p.m., said amount divided between his brother and himself brings his income to Rs.25,000/- p.m. which is the same amount which he was earning before the accident. Thus, as his income is not affected, it is not found fit to apply the multiplier system while awarding compensation. It is observed that as the claimant was doing work of Carpenter before the accident and now also but the injuries would affect his optimal work. Therefore, it is found fit to grant lumpsum amount towards future loss of income instead of applying the multiplier system.

22. The claimant has produced the hospital bill issued by Paramount Hospital. Hospital bills / Medical bills of Paramount Medical Stores and Paramount General Hospital and ICCU at Exh.23 colly for the amount of Rs.65,425/-. Advocate for insurance company has not challenged the correctness and authenticity of about bills / receipts. Similarly to remove the implants future medical expenses of Rs.50,000/- are found reasonable. The claimant was bedridden for 6 months and the loss of income for six months is calculated at Rs.1,20,000/- (Rs.20,000/- x 6 months). In view of the serious injury, it is found appropriate to grant amount towards special diet and

conveyance. The amount of compensation is calculated asunder :-

Sr. no.	Heads	Amount
(i)	Pain and Suffering	Rs.1,00,000/-
(ii)	Loss of Income (6 Months) (Rs.20,000/- x 6)	Rs.1,20,000/-
(iii)	Hospital and Medical Expenses	Rs.65,425/-
(iv)	Future Medical Expenses towards removal of implants	Rs.50,000/-
(v)	Disability / Loss of Future Income in lumpsum.	Rs.1,00,000/-
(vi)	Special Diet	Rs.15,000/-
(vii)	Conveyance	Rs.15,000/-
	Total	Rs.4,65,425/-

23. At the time of filing claim petition, Hirabai Sarjerao Rokade was added as Owner of Vehicle bearing no.MH-16/AE-1850. Swapnil (RW-2) has deposed at Exh.39 that he is working as Clerk in RTO Mumbai Central for the last 6 year. He further deposed that RTO particulars at Exh.41 show that Motor Tempo bearing no.MH-16/AE-1850 was owned by Rehana Afzal Husen from 28/05/2009 to 28/01/2016. The accident has occurred on 06/05/2016. Thus, on the date of accident Hirabai Sarjerao Rokade i.e. respondent no.1 was not the owner of Motor Tempo bearing no.MH-16/AE-1850 and hence, not liable to pay any compensation.

24. Accordingly, the claimant added Rehana Afzal Husen as respondent no.2 by carrying out amendment. As per the insurance policy of Tempo bearing no.MH-16/AE-1850, it is seen that name of the owner is Rehana Afzal Husen Khan. Similarly, FIR and Charge-Sheet is against the driver of Tempo bearing no.MH-16/AE-1850. Proposal Form at Exh.22 shows that the Tempo bearing no.MH-16/AE-1850 was insured by the National Insurance Co. Ltd. Claimant as injured is entitled for compensation. Thus, respondent no. 2 as owner and respondent no. 3 as insurance company are jointly and severally liable to pay the compensation to the claimant. The claimant has prayed for interest at the rate of 12% per annum which is found to be excessive and interest is granted at the rate of 9% per annum.

AS TO ISSUE NO.5 :-

25. For the reasoning given in supra para 7 to para 16 it is held that the claimant has proved that he sustained permanent partial disability in accident involving Tempo bearing no.MH-16/AE-1850. Claimant as injured is entitled for compensation of Rs.4,65,425/- alongwith interest at the rate of 9% p.a. from respondent no.2 and no.3 jointly and severally. The claim, therefore, is to be allowed. In these circumstances, it is found just and proper for the parties to bear their own costs. To answer Issue no.5, I pass the following order-

ORDER

- (i) The claim petition is allowed.

- (ii) Respondent no.2 i.e. Mrs. Rehana Afzal Husen Khan and no.3 National Insurance Co. Ltd. jointly and severally do pay the amount of Rs.4,65,425/- (Rupees Four Lakhs Sixty Five Thousand Four Hundred and Twenty Four Only) to claimant Sirajuddin Shahabuddin Shaikh inclusive of NFL amount with interest at the rate of 9% p.a. from the date of filing of petition till realization by NEFT / RTGS.
- (iii) Parties to bear their own costs.
- (iv) Award be drawn up accordingly on payment of deficit court fees, if any.

Date :- 18/03/2026
Place : Mumbai
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(Gauri Kawdikar)
Member, CR no.4,
MACT, Mumbai