

Presented on : 06.08.2019
Decided on : 17.04.2026
Duration : 6-Yrs.,8-Ms,11-Ds.

**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL,
MUMBAI.**

(Presided Over by Smt. R. R. Patwari, Member, C.R.No.5.)

APPLICATION NO.1470 OF 2019

EXH.

Mr.Bhimashankar Birappa Salgare
Aged abput 22 years
Residign at : Kherdev Nagar,
Nagedev Seva Mandal,Near Hanuman Mandir,
Ghatala Village, Chembur Mumbai -400071
Tel No.9372818930

...Claimant.

VERSUS

Mr.Suresh Jakappa Kote
Residing at At-Hulijayanti,
Post-Nandur, Tal-Mangalveda, Dist -Solapur
Maharashtra 413 319.

...Opp. Party No.1.

Prakash Engin. Infra Project (P) Ltd.

In connected matter MACP No.1471/2019
opposite party mentioned as,

(Prakash Engi.N. Infra Project (P) Ltd.)
Add: 104, Charishma Centre, 1st floor,
19th Road, Chembur Mumbai-400071.

...Opp. Party No.2.

AND

ICICI Lombard General Insurance Co.Ltd.,
2nd Floor, 203, Meher House, No.15,
Cawasji Patel Street, Opp.Akbar Ali Furniture
Fort Mumbai-400001
Policy No.3001/MI-06785784/00/000
Validity : 21.12.2018 to 20.12.2019

...Insurer.

Appearance:

Advocate D. S. Kilaje - for the Claimant

Advocate S. R. Virkar – for the Insurer

(Opposite Party Nos.1 & 2- *ex-parte*).

JUDGMENT

(Delivered on 17th April, 2026.)

This is an application for compensation under Section 166 of the Motor Vehicles Act, 1988 (for short, the M.V. Act).

Briefly stated facts are:

2. On 09.05.2019, at around 04.30 a.m., the claimant was travelling in motor Car bearing No.MH-13-DE-1901 on Sion-Trombe Road. The driver was driving the car in rash and negligent manner. When the car reached Punjabwadi signal, one JCB bearing No.MH-03-AF-8324 took right turn towards Govandi Railway Station. The driver of the car applied urgent break to avoid collision but could not control the speed and collided against JCB, as a result the claimant sustained severe injuries. The accident occurred due to negligence and rash driving of drivers of both the vehicles involved in the accident.

3. The claimant was admitted in the Kolekar Hospital & ICCU for treatment. He sustained head injury, CLW Left Temporal region and other injuries in the accident. He incurred medical expenditure of more than Rs.60,000/-.

4. The accident was reported to the Govandi Police Station, pursuant to which Crime No. 77/2019 dated 09.05.2019 came to be registered in the said police station.

5. At the relevant time of the accident, the claimant was 22 years old, a vegetable supplier and his monthly income was Rs.15,000/-. The severe injuries sustained by the claimant in the accident have adversely affected his functional ability and consequently his earning capacity. He has suffered mentally, physically and financially. Therefore, he has claimed compensation of Rs.1,00,000/- or just compensation, under pecuniary and non-pecuniary heads.

6. At the relevant time of the accident, opposite party No.1 was owner of the Car and opposite party No.2 was owner of the JCB. The Car was insured with the Insurer, the ICICI Lombard General Insurance Co. Ltd. and the insurance policy was effectively in force on the date of the accident on 09.05.2019. The JCB was not insured at the relevant time. Therefore, the owners i.e. opposite party Nos. 1 and 2 and the Insurer are liable, jointly and severally, to pay compensation.

7. Opposite party Nos.1 and 2 were served with notice, however, none of them appeared and contested the claim on any ground.

8. The Insurer, the ICICI Lombard General Insurance Co. Ltd. has filed written statement vide Exh.10 and resisted the claim-application on the ground that the claim against the Insurer is not maintainable as the accident had occurred only due to rash and negligent driving of the JCB and there was no fault at all on the part of the Car. Therefore, the FIR also is registered only against driver of the JCB. There is no cause of action for the claimant to proceed against the insured vehicle- Car and the Insurer. Further, the Insurer is not liable on account of breach of policy terms and conditions as the driver of the Car was not

holding valid and effective driving license, permit and fitness certificate at the relevant time of the accident. The driver of the Car is necessary party to the proceeding. Therefore, the claim-application suffered non-joinder of the necessary party.

9. The Insurer has disputed age and income of the claimant as also the accidental injuries, hospitalization and consequent physical disablement suffered by him due to the accident. According to it, the claim is exorbitant and liable to be dismissed.

10. In order to substantiate the claim, the claimant has examined himself as AW1 vide Exh.27 and Vishakha V. Mayekar as AW2 vide Exh.39. The claimant has relied on the following documents:

Documents	Exhibits
Photocopies of FIR alongwith certified copy of compalint statement of the claimant	29
Photocopy of Spot Panchanama	30
Photocopy of Insurance Policy	31
Discharge Summary by Kolekar Hospital	32
Hospital and Medical bills of Rs.76,360/-	33 colly.
Authority Letter of AW2 from Kolekar Hospital	40
ID Card of AW2	41
Discharge Card of Kolekar hospital from 09.05.2019 to 13.05.2019	42
Final Bill dated 13.05.2019 of Rs.46,901/- (Rs.6,901/- still balance and unpaid)	43
Bills of Rs.7,450/- of chemist of Kolekar Hospital	44 colly
Bills of Lotus Chemist	45 colly.

11. The Insurer has examined its officer Piyusha Parihar as DW1 vide Exh. 49 .and Vishal Subhash Patil, Assistant Motor Vehicle Inspector, RTO, Solapur as DW2 vide Exh.67. The Insurer has placed reliance on the following documents:

Documents	Exhibits
Certified copy of Charge-sheet	50
Certified copy of FIR	51
Statement of Suresh Kote, owner and driver of vehicle Car No. MH-13-DE-1901 dated 09.05.2019	52
Spot Panchanama	53
Statement of witness Hawappa Kashiram dated 24.05.2019.	54
Statement of witness Bhimappa Salgare dated 28.05.2019.	55
Statement of witness Ramesh Kote dated 28.05.2019.	56
MLC of the applicant/claimant	57
Treatment papers of claimant of Government Hospital and Kolekar Hospital	58 collectively
Mechanical Inspection report of vehicle JCB No. MH-03-AF-8324.	59
Mechanical Inspection report of vehicle car No. MH-03-DE-1901.	60.
Arrest form of accused JCB Driver.	61
Driving licence of driver of car Suresh Kote	62
Insurance policy of Car along with terms and conditions	63
Authority letter and ID card of DW2	68 colly.

Extract of driving license no.MH1320190014292 issued to Mr.Suresh Jakappa Kote on 29.08.2019.	69
Covering Letter	70

12. I have heard learned Advocates appearing for the parties and gone through the written notes of arguments filed by them.

13. Learned advocate appearing for the claimant has submitted that the accident is not disputed by any of the opposite parties. The accident had taken place due to rash and negligent driving of drivers of both the vehicles involved in the accident. They are equally responsible for the accident. The claimant was travelling in the Car as an occupant. The claimant has specifically stated that driver of the Car was driving the Car at excessive speed, in rash and negligent manner as a result of which he could not control the vehicle to avoid the accident. At the same time, driver of the JCB also was equally responsible for the accident as he took right turn at the Punjabwadi signal and came in the middle of the road all of sudden without giving any signal or indicator as a result of which the Car struck the JCB. Thus, the accident occurred due to composite negligence of both the drivers and therefore, the owners of both the vehicles and the Insurer of the Car are liable, jointly and severally, to pay the compensation.

14. Learned Advocate further submitted that in case of composite negligence, each wrongdoer is jointly and severally liable for entire damages. The injured person has choice of proceeding all or any of them. It is not necessary to prove

liability of each wrongdoer separately. Therefore, the opposite parties and the Insurer are liable, jointly and severally, to compensate the claimant.

15. Learned Advocate appearing for the claimant has relied upon the following judgments:

1. Khenyei vs. New India Assuarance Co. Ltd. and others, 2015 ACJ 1441 SC,
2. Kamlesh and others vs. Attar Singh and others, 2016 ACJ 1 SC,
3. New India Assuarance Co. Ltd. vs. N. Senjilaxmi and others, 2013 ACJ 2033,
4. Ibrahim V/s. Raju and Ors., ACJ 2011 2845.

16. Learned Advocate appearing for the insurer has submitted that the accident occurred due to rash and negligent driving of the driver of the JCB. Therefore, the FIR came to be registered against driver of the JCB for causing the accident due to rash and negligent driving and the driver has also been charge-sheeted after investigation. No FIR came to be registered against driver of the Car as there was no negligence on his part. The FIR was registered by owner of the Car who was travelling in the Car along with claimant and two others, at the time of the accident. He has witnessed the accident. He has specifically stated in the FIR that the accident had occurred as the driver of the JCB had taken right turn at signal without showing any indicator and came in the middle of the road all of sudden. He further stated that driver of the Car had honked horn at him and had put urgent break to control the vehicle to avoid the accident. This clearly indicates that there was no fault on the part of the driver of the Car. Same is the version of the claimant and other eyewitnesses

in their statements given to the police during the investigation. None of the eyewitnesses have stated that there was negligence on the part of the driver of the Car in causing the accident but it was the fault of the driver of the JCB.

17. By placing reliance on the judgment of **the Hon'ble Bombay High Court** in the case of *Janardhan Sitaram Surve and another vs. Sunil Ramesh Ukrulkar [First Appeal No. 1848 of 2024, decided on 09.12.2025]*, learned Advocate further submitted that in the claims under Section 166 of the M.V. Act, negligence on the part of the driver of the insured vehicle in the occurrence of the accident must be proved to be entitled to claim compensation. The police papers indicate that there is no reason to consider the case of the claimant that there was negligence on the part of the insured Car in causing the said accident. The claimant has failed to discharge initial burden to prove negligence on the part of driver of the Car. The claimant has filed false claim against the Car contrary to his statement given to the police. Therefore, his version cannot be relied upon. He has not examined any independent witness to prove negligence on the part of driver of the Car. Therefore, no liability can be fastened against the Car much less against the insurer, in the facts and circumstances of the case which clearly indicate, a false claim came to be filed against the Car afterthought to grab compensation from the insurer as the Car is insured with the insurer. The insurance company, therefore, is not liable to pay any compensation to the claimant and has to be exonerated from the liability.

18. Learned Advocate for the insurer has relied upon the following judgments:

1) Janardhan Sitaram Surve and another vs. Sunil Ramesh Ukrulkar [First Appeal No. 1848 of 2024, decided on 09.12.2025],

2) M/s.Shriram General Insurance Co.Ltd. Vs.Chandrakala Atmaram Mohite and Ors., First Appeal No.027757 of 2017.

19. Considering the rival contentions, learned Predecessor framed following issues vide Exh.17 on 15.04.2023. I have recorded my findings thereon for the reasons to follow.

Sr.No.	Issues	Findings
1.	Whether the applicant proves that he sustained grievous injuries and permanent disability in the vehicular accident occurred on 09.05.2019 at about 4.30 a.m. on Sion-Trombe road, near Punjabwadi Signal, towards Vashi side Ghatla Village, Govandi, Mumbai, due to rash and negligent driving of motor car no.MH-13-DE-1901 ?	Yes.
2.	Whether the application is bad for non joinder of the drivers of the motor vehicle no.MH-13-DE-1901 and owner, insurer and driver of vehicle no.MH-03-AF-8324 ?	No.
3.	Whether the insurer proves that there is any breach of terms and conditions of the insurance policy regarding valid and effective driving licence, permit and fitness certificate ?	No.
4.	Is the applicant entitled to compensation ? If yes, to what extent and from whom ?	Yes, as per final order.
5.	What order ?	As per final order.

REASONS

20. Before I refer to the evidence led by the parties in support of their contentions, it is necessary to mention here that while framing the issues, learned Predecessor has not framed any issue casting burden on the insurer to prove negligence on the part of the driver of the JCB, though it was specifically pleaded in the written statement. Perusal of the record reveals that initially the claimant had filed claim only against the Car and not against the JCB. Later on, the claimant impleaded owner of the JCB as opposite party No. 2 by amending the claim-application. The owner of the JCB failed to appear hence, the matter proceeded *ex-parte* against him. That might be the reason, learned Predecessor did not recast the issues even after owner of the JCB came to be impleaded in the proceeding. None of the parties also have applied for recasting the issues so as to add the issue regarding negligence on the part of the driver of the JCB. Therefore, the matter proceeded further with recording evidence of the parties. Since, both the parties were well aware about the burden to be discharged by them, they have led their evidence in support of their contentions and have argued vehemently on all the aspects, including negligence on the part of driver of the JCB, as if such issue has been specifically framed. Therefore, it is not necessary to frame specific issue, at this stage, casting burden on the parties to prove negligence on the part of driver of the JCB which would hamper the progress of the proceeding and would delay the cause of justice.

Issue Nos. 1 to 4: [All these issues are interlinked, hence taken together for discussion to avoid repetition.]

21. The gist of submission of the learned Advocate appearing for the Insurer with regard to the act of negligence attributed on the part of the drivers, is that in Motor Accident Claims, as is established in catena of judgments, simply involvement of the vehicle in the accident cannot make the driver, owner and/or the insurer of such vehicle liable to pay compensation unless it can be held based on the basis of materials on record that the accident was caused by rash and negligent act of the driver of such vehicle.

22. In the case on hand, the police papers show that Crime No.77/2019 dated 09.05.2019 came to be registered in the Govandi Police Station based upon the complaint lodged by Suresh Jakray Kote, owner of the Car on 09.05.2019 wherein he has stated that on the day of accident, he was travelling in his Car along with the claimant, his brother namely Ramesh and one more relative namely Raviraj. His brother was driving the Car. The claimant was sitting on the front seat beside the driver's seat. Remaining two were sitting on the back seat. They had left at 04.30 a.m. for going to Vegetable Market at Vashi. When they reached near Panjabwadi signal, the JCB took right turn at the said signal and came in the middle of the road all of sudden. His brother honked horn and applied urgent break to stop the Car but couldn't control the speed and struck the JCB. The accident occurred due to rash and negligent driving of the driver of the JCB. In the accident, except the informant, all other travelling in the Car sustained injuries. They were taken to the nearby hospital by the Police. Same is the version of the claimant in the statement given to the police during investigation, being victim and eyewitness of the accident.

23. In his evidence affidavit filed before the Tribunal, the claimant has stated that the accident occurred on 09.05.2019 while he and his relatives were travelling in the Car. He has stated that the driver of the Car was driving the said vehicle in rash and negligent manner and lost control over the vehicle. He had applied urgent break, however, couldn't control the speed and struck the JCB which had taken right turn at the Punjabwadi signal. In the accident, he sustained severe head injury, CLW left temporal region with fresh wound. He was admitted in the Kolekar Hospital & ICCU from 09.05.2019 to 13.05.2019. He incurred huge medical expenses for his treatment. In cross-examination, the claimant has admitted that the driver of the Car had taken all the precautionary measures to avoid the accident. Apart from that he denied all other material suggestions put to him.

24. The discharge summary (Exh.32) produced by the claimant shows that the claimant was admitted in the Kolekar Hospital on 09.05.2019 in semi-conscious state. He was brought from the Sion Hospital with history of road traffic accident due to hit by JCB. He was sitting in the four-wheeler beside the driver's seat. He sustained injury to left temporal region at head. He had history of unconsciousness about 45 min post trauma. The Insurer has not disputed genuineness of the discharge summary (Exh.32). On the contrary, it has relied upon the same to show that the discharge summary of the claimant reveals history of road traffic accident due to hit by JCB.

25. If the facts and circumstances of the case are considered, the claimant was sitting on the front seat, beside the driver's seat. He has witnessed the accident. The owners of both

the vehicles involved in the accident have been made parties to the proceeding. However, none of them appeared in the matter and filed written statement. They have not disputed the material allegations that the accident occurred due to rash and negligent driving by the drivers of their respective vehicles.

26. Another aspect to be considered here in this regard would be that the FIR was lodged by owner of the Car. He is brother of the driver of the Car. He will not lodge any complaint implicating his own brother or his own vehicle. Same is the case of the claimant. The FIR indicates that all the four persons travelling in the Car were close relatives. Therefore, the claimant being close relative of the driver and owner of the Car, he will not say anything against them to attract criminal liability. If the FIR and statement of the claimant given to the police is considered, it is their own version that the driver of the Car had applied break to stop the vehicle to avoid the accident but couldn't control the speed and struck the JCB. This itself indicates that the driver of the Car was driving the vehicle with excessive speed that too at 4.30 a.m., at a signal where vehicles travel in all four directions and that he had no control over the vehicle. At such time and places, more vigilance is expected from the drivers that they should maintain the speed of the vehicle to such an extent that they should be in a position to stop the vehicle at any time to avoid accidents. Such reasonable care and responsibility is apparently lacking on the part of both the drivers. Why owner of the JCB did not lodge any complaint against the driver of the Car cannot be answered as he did not appear before the Tribunal with his version.

27. Negligence means failure to exercise required degree of care which is expected of a prudent driver. When a motor vehicle is being driven with reasonable care, it would ordinarily not meet with accident. The very fact that the drivers of both the vehicles involved in the accident drove the vehicles in excessive speed without following traffic rules and without maintaining sufficient distance which resulted in serious accident, indicates negligence on the part of drivers of both the vehicles. There is nothing on record to believe that both the vehicles are falsely implicated in this case.

28. It has always been observed that strict proof of accident caused by a particular vehicle in a particular manner may not be possible to be done by the claimants, claimants are merely to establish their case on the touchstone of preponderance of probability. The standard of proof beyond reasonable doubt cannot be applied in such cases and that the principle of *res ipsa loquitur* applied in such cases.

29. In the case of National Insurance Company Ltd. Vs. Chamundeswari & Ors. [Civil Appeal No. 6151 of 2021 (Arising out of Special Leave Petition (C) No. 4705 of 2019), decided on 01.10.2021], relied upon by Insurer No. 1, the Hon'ble Supreme Court has observed that

“.....In view of such evidence on record, there is no reason to give weightage to the contents of the First Information Report. If any evidence before the Tribunal runs contrary to the contents of the First Information Report, the evidence which is recorded before the Tribunal has to be given weightage over the contents of the First Information Report. In the judgment, relied on by the appellant's counsel in the

case of Oriental Insurance Company Ltd. V. Premlata Shukla and Ors.1, this court has held that proof of rashness and negligence on the part of the driver of the vehicle, is therefore, sine qua non for maintaining an application under Section 166 of the Act. In the said judgement, it is held that the factum of an accident could also be proved from the First Information Report. In the judgment in the case of Nishan Singh and Ors. Vs.Oriental Insurance Co.Ltd.2, this Court has held, on facts, that the car of the appellant therein, which crashed into truck which was proceeding in front of the same, was driven negligently by no maintaining sufficient distance as contemplated under Road Regulations, framed under Motor Vehicle Act, 1988. Whether driver of the vehicle was negligent or not, there cannot be any straitjacket formula. Each case is judged having regard to facts of the case and evidence on record.....”

30. In the case on hand, the facts and circumstances and evidence of the claimant, who is an eyewitness, clearly indicate that drivers of both the vehicles involved in the accident were equally responsible for the accident as driver of the JCB took right turn at signal and drove the vehicle in the middle of the road suddenly, without noticing vehicles coming from other directions. Similarly, driver of the Car was driving his vehicle at excessive speed at a signal without maintaining safe distance. As a result, he could not control the speed of the Car and struck the JCB.

31. In view of above, it stands established, on the basis of pre-ponderance of probabilities that the accident dated 09.05.2019 occurred due to composite negligence of drivers of

the Car bearing registration No. MH-13-DE-1901 and the JCB bearing registration No. MH-03-AF-8324 as a result of which he sustained severe injuries. Therefore, the claimant is entitled for compensation.

32. Now coming to inter-se liability between the parties, as mentioned hereinabove, the opposite parties have not disputed by filing written statement, ownership over the respective vehicles or involvement of their vehicles in the accident or that those were driven in rash and negligent manner at the time of the accident and the accident had occurred due to negligence of drivers of both the vehicles. There is no dispute that the Car bearing registration No.MH-13-DE-1901 was insured with the Insurer, the ICICI Lombard GIC Ltd. and the policy was in force on the date of the accident. However, according to the insurer, the insured owner i.e. opposite party No. 1 has committed breach of terms and conditions of the insurance policy as the driver of the Car was not holding valid and effective driving license at the material time of the accident. Therefore, the Insurance Company is not liable to pay any compensation. To prove the same, the insurer has examined DW1, an officer from the Insurance Company, the ICICI Lombard GIC Ltd. and DW2, Assistant Motor Vehicle Inspector, RTO, Solapur. DW1 has stated in his evidence affidavit that the driver of the Car Mr. Suresh Jakappa Kote was issued driving license on 29.08.2019. The accident had taken place on 09.05.2019. The driver was not holding driving license on the date of the accident and has thereby committed willful breach of the material policy terms and conditions. DW2 has produced extract of driving license issued to Mr. Suresh Jakappa Kote on 29.08.2019 and stated that on 09.05.2019 (the

date of the accident), Mr. Suresh Jakappa Kote was not having any driving license to drive any kind of motor vehicle.

33. Mr. Suresh Jakappa Kote is owner of the insured vehicle- Car, the opposite party herein. If the FIR is carefully perused, it would indicate that the insured vehicle-Car was driven by brother of the opposite party namely Ramesh Kote and not by the opposite party himself. The opposite party, Mr. Suresh Kote, and other eyewitnesses including the claimant have clearly stated in their statements that Ramesh Kote was driving the Car of Suresh Kote. There are certain typographical mistakes in the FIR in the names of Suresh and Ramesh, however, if the FIR is perused as a whole, it would clearly indicate that the insured vehicle was driven by brother of the opposite party namely Ramesh Kote. There is nothing on record to show that Ramesh Kote was not holding valid driving license at the relevant time of the accident. Therefore, the evidence led by the insurer to prove breach of policy terms and conditions is of no use. Thus, the insurer has failed to prove breach of terms and conditions of the insurance policies. Therefore, the owners of both the vehicles involved in the accident and the insurer of the Car would be liable to pay compensation, jointly and severally.

34. The claimant is entitled to compensation as under:

A] Loss of Income:

35. According to the claimant, at the relevant time of the accident, he was 22 years old, a vegetable supplier having monthly income of Rs.15000/-. Due to the accidental injuries, he has suffered loss of income. He has reiterated the same in his evidence affidavit. Apart from his own testimony, the claimant has not produced any other evidence in proof of the same.

36. In his statement filed with the charge-sheet, the claimant has stated his occupation as vegetable supplier and stated that at the time of the accident, he and his relatives were going to the vegetable market at Vashi for bringing vegetables. The same is stated in the FIR and statements of other witnesses filed with the charge-sheet. Therefore, there is no reason to disbelieve the occupation of the claimant as vegetable supplier. There is, however, no evidence led to prove exact income of the claimant. However, considering his own testimony and his age, which is not much disputed, it can be presumed that in the year 2019, the claimant might be having monthly income of around Rs.15,000/- from his said business.

37. The claimant has, however, not led any evidence to show any physical disablement suffered by him on account of the accidental injuries. However, considering the severity of the injuries sustained by the claimant it cannot be overlooked that the injuries must have affected his functional ability to some extent which must have adversely affected his income. In view of this, the claimant would be entitled to recover **Rs.2,00,000/-** in lump-sum towards loss of income.

B] Pain & Suffering and Loss of Amenities:

38. The claimant has sustained serious injuries as mentioned hereinabove. From the nature of injuries, it is apparent that the claimant must have suffered mental agony and unbearable pain and sufferings. Therefore, it would be appropriate to grant compensation of **Rs. 30,000/-** in lump-sum under this head.

C] Conveyance, Special diet and Attendant charges:

39. The claimant must have incurred expenditure for conveyance, special diet for recovery and attendant to support and help her to do her routine work. Therefore, it would be just and proper to grant the claimant **Rs.30,000/-** in lump-sum towards the conveyance, special diet and attendant charges.

D] Medical Expenses:

40. In so far as the medical expenses are concerned, AW2 Vishakha V. Mayekar, IPD/OPD in charge of the Kolekar Hospital, Mumbai has stated that the claimant was admitted in the Kolekar Hospital as an Indoor patient from 09.05.2019 to 13.05.2019. He further stated that the claimant was charged Rs.46,901/- for hospitalization out of which he paid Rs.40,000/- and remaining amount of Rs.6,901/- is still unpaid. He also paid bills of Rs.7,450/- to the chemist from the Kolekar Hospital. The bills of hospital are at Exh.43 and the bills of chemist are at Exh.44 colly. and the bills of the Lotus Chemist of the Kolekar Hospital of Rs.15,509/-are at Exh.45colly and other chemists bills of Rs.6,500/-. The evidence of AW2 and medical documents proved by her can be relied upon as the insurer has not brought on record anything to show that those are fabricated. Therefore, the claimant would be entitled to recover total medical expenses of **Rs.69,459/-**, as per the original bills produced on record.

E] Future Medical Expenses:

41. AW3 has stated that the claimant will require medical expenditure of Rs.40,000/- in future for removal of implant. He admitted in cross-examination that the expenditure may be on lower side in Government hospitals. Accordingly, it would be appropriate to grant **Rs.20,000/-** towards future medical expenses.

42. Thus, the total compensation is assessed as under:

A)	Loss of earning	Rs.	2,00,000/-
B)	Pain and suffering and Loss of Amenities	Rs.	30,000/-
C)	Conveyance, special diet and attendant charges	Rs.	30,000/-
D)	Medical expenses	Rs.	69,459/-
E)	Future medical expenses	Rs.	20,000/-
	Total	Rs.	3,49,459/- rounded of to Rs.3,49,500/-

43. Considering the prevailing rate of interest given by all the nationalized banks and in the facts and circumstances of the present case, interest @ 7.5% p.a. would be just and reasonable. **Thus, the claimant is entitled for compensation of Rs.3,49,500/- (Rupees Three Lakhs Forty Nine Thousand Five Hundred only)** with interest @ 7.5% p.a. I have answered issue Nos. 1 to 4, accordingly.

44. The claimant has not produced his bank account details and photocopy of bank passbook duly verified by his banker. Therefore, it is necessary to give alternative directions to the opposite party and the insurer to deposit the amount. In the result, I proceed to pass the following order,

ORDER

1. The claim-application is allowed with cost.
2. Opposite party No.1(owner of the Car) and opposite party No.2 (owner of the JCB) and the insurer to pay, jointly or

severally, to the claimant the compensation amount of **Rs.3,49,500/- (Rupees Three Lakhs Forty Nine Thousand Five Hundred only)** which includes the amount of compensation granted under Section 140 of Motor Vehicles Act, if any, along with interest @ 7.5% per annum from the date of registration of the claim-application till realization of the entire amount.

3. The amount of compensation be transferred directly in the bank account of the claimant, as above, within a period of six weeks from today.
4. The Claimant to provide particulars of his separate bank account along with the requisite documents in support thereof, within a period of two weeks from today.
5. In case the claimant fails to furnish particulars of his bank account and requisite documents within the stipulated period, the opposite party and/or the insurer, as the case may be, are at liberty to deposit the compensation amount in the bank account of this Tribunal by NEFT/RTGS, in compliance of this order. The details of the bank account of this Tribunal are as under:

Account Name	MOTOR ACCIDENT CLAIMS TRIBUNAL MUMBAI
Account No.	00000040777482356
IFS Code	SBIN0030002
MICR Code	400002273

6. The Accounts Officer, MACT, Mumbai shall transfer the compensation amount in the bank account of claimant, by NEFT/RTGS, on due verification and as per rules, after furnishing necessary details by the claimant as follows:
 - a) Full name and address,
 - b) Name of Bank and Branch,
 - c) Bank Account Number,
 - d) Bank IFSC code,
 - e) Copy of first page of bank passbook containing photograph of account holder duly attested by the concerned bank, and
 - f) Self attested copies of Aadhar card and PAN card.
7. Pending interim applications, if any, in this proceeding stand disposed of.
8. The claimant shall deposit deficit court fees, if any, within 8 days, from this order.

Date:17.04.2026.

Sd/-
(Smt. R. R. Patwari),
Member, C.R.No.5,
M.A.C.T., Mumbai.