



Presented on : 23-01-2023  
Registered on : 10-04-2023  
Decided on : 09-04-2026  
Duration : 03Y02M17 Days

**BEFORE MEMBER, MOTOR ACCIDENT CLAIM TRIBUNAL,  
NAGPUR**

(BEFORE AEJAZ H SAYYED)

**Exhibit No. : 45**

M. A. C. P No. : 350/2023

CNR NO. : MHNG010012862023

- 01) Sugandha Wd/o. Vasanta Vaidya,  
Aged - 50 Years, Occ.-: Household,
- 02) Hemraj S/o. Vasanta Vaidya  
Aged – 32 years,  
Occupation : Pvt. Work,
- 03) Sandip S/o. Vasanta Vaidya,  
Aged about 28 years,  
Occupation : Pvt. Work,  
All R/o. Ward No.2, MU-Po. Gumthala,  
Tahsil-Kamptee, Nagpur-440008. : ..... **Petitioners.**

**/// Versus ///**

- 01) The HDFC ERGO Gen. Insurance Co. Ltd.  
through its manager,  
B, 5<sup>th</sup> Floor, Shriramshyam Tower,  
Near NIT Building Kingsway, Sadar,  
Nagpur. :
- 02) Mr. Sanjay S/o. Ghanshyamji Malghade,  
Aged about – Major, Occ. Owner,  
R/o. Wathoda, Main Wasti Road,  
District-Nagpur-44008. : .... **Respondents.**

**Under Section 166 of the Motor Vehicles Act Rs. 1,00,000/-.**

**APPEARANCE :**

=====  
Mr. P. S. Mirache : Advocate for Petitioners.  
Mr. H. N. Verma : Advocate for Respondent No. 1.  
Mr. A. S. Suryawanshi : Advocate for respondent No.2.  
=====

**JUDGMENT**

(Delivered on this 09<sup>th</sup> day of April-2026)

This proceeding is filed under Section 166 of Motor Vehicles Act, for compensation in respect of death of one Vasanta S/o. Bhagwan Vaidya in motor vehicle accident.

02. It is the case of the claimant No.1 that on 17/01/2023, at about 8:40 hours, her husband Vasanta was riding on his bicycle. When he reached near Bhowari Shivar, Kamptee, at that time one Tanker bearing registration No. MH-04-CP-3085 came in a high speed and in a rash and negligent manner and gave dash to his bicycle. He fell on the ground and was mowed down by tanker. He suffered multiple injuries and died on the spot.

03. Matter was reported to *Mouda* Police Station. Accordingly, a case was registered against the driver of Tanker bearing registration No. MH-04-CP-3085 *vide* Crime No. 33/2023 under Sections 279 & 304-A of the Indian Penal Code and Sections 184, 134 and 177 of the Motor Vehicle Act.

04. Claimant No. 1 is the widow. Claimant nos. 2 and 3 are the major sons of the deceased. Respondent No.1 is the insurer and

respondent no. 2 is the owner of the Tanker.

05. According to claimants, deceased was working in Bharti Rice Mill, Gumgaon and getting salary of Rs.15,000/- per month. He was the only earning member in their family. Claimants have lost love and affection of a husband and father which cannot be compensated in terms of money. They, also, sustained pecuniary and non-pecuniary damages, which cannot be compensated by any means. Respondent Nos.1 & 2 are, jointly and severally, liable to pay the compensation. They, thus, prayed for grant of maximum compensation.

06. Respondent No. 1 (HDFC ERGO General Insurance Company), contested the petition by filing written statement at Exh. 18. Insurance company has come with the specific case that copy of insurance policy filed on record is a fake and fabricated document. Respondent Company has not undertaken the risk of alleged offending vehicle for the period and no valid contract of insurance existed between the respondent nos. 1 and 2 on the date of accident. Insurance company has no liability of whatsoever nature to indemnify the claimants. Petition deserves to be dismissed with cost against respondent no. 1. Insurance company alternatively denied age, occupation, income and dependency and ultimately, prayed for dismissal of the petition.

07. Respondent no. 1- owner contested the petition by filing written statement at Exh.15 and denied the petition intoto. It is also pleaded that Tanker bearing registration No. MH-04-CP-3085 was insured with Respondent no.1 and insurance company is liable to indemnify the claimants.

08. Following issues are framed and I have given my finding for the reasons that follows:

	<b>ISSUES</b>	<b>FINDINGS</b>
1	Whether the petitioners prove that death of Vasanta Bhagwan Vaidya as a result of injury sustained by him an accident that had taken place on 17/01/2023 at about 8:40 hours near Saoli to Bhowari Road, Kamptee Nagpur, due to rash and negligent driving of driver of Tanker bearing registration No. MH-04-CP-3085?	.. In affirmative
2	Whether Respondent No. 1 ( Insurance Company) proves that policy document filed by claimant is a fake and fabricated document and offending Truck/Tanker was not insured with the company and company has no liability of whatsoever nature?	.. In negative.
3	Whether the petitioners are entitled to get compensation? If yes, what is quantum?	.. As per final order
4	What award ?	As per final order.

09. Claimant No.1 Sugandha Wd/o. Vasanta Vaidya (CW-1) has deposed at Exh.19. Petitioners have also relied on the following documents.

<b>S N</b>	<b>Particulars</b>	<b>Exh. No</b>
1.	Certified copy of Form AA	22
2.	Certified copy of FIR, spot & inquest panchanama	23 to 25

3.	Postmortem report	26
4.	Aadhar card of claimants	27/1 to 27/3

10. Respondent No. 1 (insurance company) examined its Legal Manager, Mr. Rohit S/o. Ravindra Pathak (RW-1) at Exh. 31 and proved following documents:-

S N	Particulars	Exh. No.
1.	Certified copy of Insurance policy	34/1
2.	Premium register	34/2
3.	Certified copy of search extract of screen shot	34/3
4.	Original letter issued by HDFC ERGO to Respondent No. 2 Sanjay Malghade along with postal receipt & tract consignment report	34/4
5.	Letter issued by HDFC ERGO to RTO, Nagpur	34/5
6.	Original complaint filed by HDFC with S.P. Office, Nagpur with receipt and track consignment report	34/6
7.	Certified copy of list of product	34/7
8.	Copy of order of IRDA Tariff dt.04/06/2019.	34/8
9.	Copy of Order of IRDA Tariff dt. 27/03/20	34/9
10.	Copy of letter and notification issued by Govt. of India, Ministry of Road Transport & Highways, New Delhi	34/10
11.	Policy Summary	34/11
12.	Certificate under Section 63 of BSA	34/12

11. Respondent No.2- (Owner) Mr. Sanjay G. Malghade deposed at Exh. 35 and proved following documents;

S N	Particulars	Exh. No.
1.	Insurance policy	38/1
2.	Photocopy of R.C Book	38/2
3.	Screen shot of registered vehicle details	38/3

12. I have heard learned advocate Mr. P. S. Mirache for claimants. According to him, accident occurred due to negligence of Tanker driver. Police, after detail investigation, has registered an offence against driver of the Tanker ( Vijay Nathuji Borkar). Deceased was doing a private job in Bharti Rice Mill, Gumgaon and getting salary of Rs. 15,000/- per month. Claimants have lost their only source of earning and they are entitled for compensation under pecuniary and non pecuniary heads.

13. I have also heard learned advocate Mr. H. N. Verma for Respondent No. 1 (Insurance Company). According to him, the policy document filed by claimant and owner is forged and fabricated document and offending vehicle was not having any policy issued by Insurance Company and on this sole ground Insurance Company is liable to be exonerated. He alternatively submitted that income and employment of the deceased as well as dependency on his income has not been proved. Excessive and exorbitant claim is made and claim petition is liable to be dismissed.

### **REASONS**

#### **AS TO ISSUE NO.1:**

14. Claimant No. 1 Sugandha Wd/o. Vasant Vaidya has deposed at Exh.19. She has reiterated almost all the contents of claim petition. According to her, at the relevant time her husband was riding on his bicycle. When he reached near Bhowri Shivar, at that time one Tanker bearing registration No. MH-04-CP-3085 came in a high speed and in rash and negligent manner and gave dash to his bicycle. Due to which he fell on the road and mowed down by the Tanker. He suffered multiple injuries and died on the spot. Smt. Sugandha was cross-examined by learned advocate Mr. H. N. Verma, for insurance company but nothing could be significant on record.

15. I have carefully gone through the police papers filed on record. Exh. 23 is FIR which shows that accident occurred at about 8:15 hours on 17-01-2023. Information of accident was given to Police Station and crime was registered against Tanker driver Mr. Vijay Nathuji Borkar. Registration number of the Tanker is mentioned in the FIR which was lodged within few hours of the accident by Mr. Komal Ramuji Tatte. Exh.24 is the spot panchanama which indicate that accident occurred on Sawali to Bhowari Road, Kamptee.

16. Police, after conducting the initial investigation and registered a case against the driver of the Tanker. The manner in which accident occurred shows that Tanker driver did not exercise proper care while driving the Tanker and gave to bicycle rider. In cases of accident, we have to consider the principles of '*res ipsa loquitur*' i.e. things speaks for itself. There is no counter evidence or denial, on record, to prove the otherwise. There is no reason to disbelieve investigating officer.

17. Postmortem report (Ex.26) shows that deceased died due to head injury. It is, thus, proved that deceased Vasanta died in a motor vehicle accident, involving Tanker bearing registration No. Tanker bearing registration No. MH-04-CP-3085 due to negligence of its driver. **Issue No.1, replied in affirmative.**

**AS TO ISSUE NO. 2:**

18. This is a hotly contested issue. According to claimants and Respondent No. 2 (owner) policy bearing No. 2320101180006800000 was issued to offending Tanker bearing No. MH-04-CP-3085, while the insurance company has come with a case that the aforementioned policy was issued to Bajaj Caliber Motorcycle.

19. Learned advocate Mr. H. N. Verma for respondent No. 1 (insurance company) has advanced a marathon argument. According to him, insurance company has examined its Manager Mr. Rohit Ravindra Pathak to prove that policy bearing No. 2320101180006800000 was issued to a Bajaj Caliber Motorcycle against the premium of Rs. 887/-. Insurance company has also filed Extract of the Premium Collection Register, Complaint filed with Dy. Superintendent of Police and Certificate under Section 63-BSA. There was no contract of insurance between respondent owner and insurance company on the date of accident i.e. on 17/01/2023 and insurance company has no liability of whatsoever nature to indemnify the claimants.

20. On the other hand, learned advocate for owner Mr. A. S. Suryawanshi did submit that owner Mr. Sanjay Malghade has stated

on oath regarding purchase of policy from Nagpur Office of Insurance Company against cash payment. He has also filed original copy of insurance policy (Exh.38/1). According to him, all the details like registration number, engine number and chasis number are mentioned in said policy. These numbers are matching with the details of the vehicle given in fitness certificate and permit of offending vehicle filed at Exh. 4/7 and 4/8. Investigating officer has also mentioned policy number in Form AA. On the date of accident, vehicle was duly insured and there is no reason to disbelieve owner and police papers filed on record.

21. Learned advocate Mr. Suryawanshi vehemently argued that if policy was sold to Bajaj Caliber Motorcycle bearing No. MH-04-CP-3085, then it is for the Insurance Company to bring vehicle particulars on record and to show the existence of any such motorcycle bearing registration No. MH-04-CP-3085, standing in the name of Sanjay Malghade (Respondent No.2). Insurance company has taken an after thought defence and same is liable to be rejected out rightly.

22. learned advocate Mr. Verma fairly conceded that insurance company is not having vehicle particulars or other documents to show that Vehicle No. MH-04-CP-3085 is a Bajaj Caliber Motorcycle owned by Mr. Sanjay Malghade.

23. I have ruminated over the submission of both the learned advocates. If the insurance company asserts that Bajaj Caliber motorcycle bearing registration No. MH-04-CP-3085 existed and was owned by Mr. Sanjay Malghade, the burden lies with the company to

produce the vehicle particular. Failure to do so should result in an adverse inference being drawn against the Company.

24. Both the parties have filed copies of the insurance policy and for the sake of easy understanding, it is necessary to see these policy documents which are as under;

**Policy document filed by claimant and owner Exh. 4/6 and Exh. 38/1.**

Vehicle Details		Policy Details	
*Make	TATA	Policy No. 2320101180006800000	
*Model- Variant	HGV 1613	Period of	From 10Mar, 2022 00:01 hrs.
Registration No.	MH-04-CP-3085	Insurance	To 09 Mar, 2023 Midnight
Engine No.	135599	Insurance Date	09/03/2022
Chasis No.	120258	Invoice No.	101180006800000
* Cubic Capacity/Watts 16200 KG Seats 1+1		EIA 0	
Year of Manufacture 1996			
* Body Type	Tanker		
RTO	Thane	Payment Details : 1222203884497, Dt: 09/03/2022, Bank Name BizDirect	
Email ID : <a href="mailto:ranjeetkgajbhiye@gmail.com">ranjeetkgajbhiye@gmail.com</a>		GSTIN No. :	

**Policy document filed by Insurance Company Exh. 34/1.**

Vehicle Details		Policy Details	
*Make	Bajaj	Policy No. 2320101180006800000	
*Model- Variant	Caliber-Caliber 115 (111CC)	Period of	From 10 Mar, 2022 00:01 hrs.
Registration No.	MH-04-CP-3085	Insurance	To 09 Mar, 2023 Midnight
Engine No.	135599	Insurance Date	09/03/2022
Chasis No.	120258	Invoice No.	101180006800000
*Cubic Capacity/Watts 111 Seats 2			

Year of Manufacture 1996 * <b>Body Type</b> <b>Open</b>	
RTO Thane	EIA 0
Payment Details : 1222203884497, Dt: 09/03/2022, Bank Name BizDirect	
Email ID : <a href="mailto:ranjeetkgajbhiye@gmail.com">ranjeetkgajbhiye@gmail.com</a>	GSTIN No. :

**Note:-**(The fields in dark and having asterisk marks are not identical rest of the contents in both the documents are identical).

25. If the two documents are kept in Juxtaposition, then the (i) vehicle no. MH-04-CP-3085, (ii) Policy No. 2320101180006800000, (iii) period of insurance, (iv) invoice number, (v) issuance date, (vi) payment details number 1222203884497 dated 09/03/2022, (v) Email ID are same, but (i) Make, (ii) Model, (iii) Cubic capacity and body type are different.

26. Premium amount in both the policies is also differing. In the policy document filed by insurer ( Exh. 34/1) premium is Rs.887/- while it is Rs. 37867/- in the policy document filed by the owner (Exh. 38/1).

27. Before proceeding further, it would be apt and indeed necessary to mention that Motor Accident Claim Tribunal, are established to provide speedy and fair compensation to victims of the road accident. While it possesses the “trappings of the Court”, it operates under unique evidentiary rules compared to standard civil or criminal proceedings. A fact is considered, proven if the Tribunal finds it “More likely than not” to have occurred based on the material on record.

28. The Motor Accident Claim Tribunal is required in law to give its findings on probabilities and not on proving the facts beyond reasonable doubt as is done in Criminal Courts. It has been time and again emphasized that proceedings under Section 168 of the Motor Vehicles Act clearly provides that the Tribunal shall conduct an inquiry. Section 169 of the Motor Vehicles Act further provides that the inquiry shall be summary in nature and the Tribunal shall follow such summary procedure as it deems fit. Sections 158 and 169 of the Motor Vehicles Act cast a duty on the Claims Tribunal to ascertain the truth in such manner as it thinks fit. The Tribunal has to made inquiry to ascertain the truth and to fix the liability.

29. With the aforesaid guiding principles in mind, I have carefully gone through the Exh. 34/1, 38/1 and 34/11. A dissection of these documents will help to put the pieces of this jigsaw puzzle together. What appears from these documents is that a **policy bearing No.2320101180006800000**, has been purchased by giving Email ID ranjeetkgajbhiye@gmail.com. Make and Model is shown as Bajaj Caliber Motorcycle, but details, like registration number, chasis number and engine number of a Tanker bearing MH-04-CP-3085 was given. By giving such misleading and false details a third party policy for Tanker or a heavy goods vehicle was purchased by paying premium of Rs. 887/- only meant for a motorcycle.

30. There are reasons and document on record to show that owner has mislead the Insurance Company and the insurance company in a hyper competition mode has sold the policy without verifying the necessary details of the vehicle particularly its make,

model and registration number.

31. A lot has been argued by learned advocate for insurance company that there was no contract of insurance between owner and insurer on the date of accident. If this argument is to be accepted then what about the premium of amount of Rs. 887/-, admittedly received by the Insurance Company? The Insurance Company cannot simply escape by showing misdemeanors or criminal act of the owner. Insurance Company has to show when they realized that the company has been defrauded or there is a misrepresentation of vehicle particulars by owner? What steps they have taken to cancel the policy at the earliest available opportunity?. Whether they have refunded the amount of premium of Rs.887/- received by them? Insurance company has no reply to all these questions.

32. Admittedly, the validity period of policy was between 10/03/2022 to 09/03/2023. Exh.34/4 is the letter issued by Insurance Company to owner regarding cancellation of policy and same was issued on 19/06/2025 i.e. after more than 2 years of lapse of policy period. Similarly, document Exh. 34/6 shows that complaint to police was made on 23/12/2025 and this action of locking the stable door after the horse is stolen, will not serve any purpose for the Company.

33. As per legislative scheme envisaged in Section 146 of the M. V. Act, no owner of the Motor Vehicle shall use any motor vehicle in a public place, unless there is a policy of insurance against third party risk. Breach is punishable under Section 196 of the M. V. Act. Here, the Insurance Company sold a policy mentioning the registration number of a Tanker and this document was believed even by the investigating

officer, who did not suspect any foul play and mentioned the policy details in Form AA. He did not apply Section 196 of M. V. Act, which speaks about the punishment of driving uninsured vehicle, while mentioning the details of the alleged offences in Form AA. Due to aforesaid conduct of the Insurance Company, serious prejudice has been caused to public at large or claimants who are a third party.

34. In the backdrop of the above situation, the moot question before me is, Can we allow the Insurance Company to skip the liability in spite of receiving premium amount of Rs.887/- for offending vehicle No. MH-04-CP-3085? Can the Insurance Company be allowed to hide behind technicalities or their administrative failure or technical glitches on their Online Platform? Whether Insurance Company can be allowed to evade its responsibility even after noting that a serious business of Insurance has been carried out by them in a slipshod manner causing serious prejudice to public at large or third parties?.

35. The answers to the above posed questions are an emphatic 'No'. Considering the oral and documentary evidence on record and peculiar facts of the case, it is observed that insurance company has issued a policy after accepting a premium of Rs. 887/- for vehicle No. MH-04-CP-3085. Though owner has purchased the policy by giving misleading details but that at the most will give insurance company a right to initiate a criminal case or opt for an appropriate civil remedy against the owner, but same will not affect the rights of a third parties like claimants. Insurance Company therefore, failed to establish that it has no liability of whatsoever nature to indemnify the claimants. **Issue No.2 replied in negative.**

**AS TO ISSUE NO. 3:**

36. At the time of fixing compensation, basically, only three facts need to be established by the claimants for assessing compensation in the case of death, i.e. as under:

- (i) Age of the deceased
- (ii) Income of the deceased
- (iii) Number of dependents

37. According to claimants, deceased Vasanta was aged about 65 years. Postmortem report is showing the age of deceased as 65 years. Hence, age of the deceased is considered as 65 years.

38. According to claimants, deceased Vasanta was doing a private job and earning Rs. 15,000/- per month. Claimants have not filed any oral or documentary evidence on record to show the occupation and income of deceased. Even if, it is assumed that deceased was doing some odd job, then considering his advanced age and standard of minimum wages in the year 2023. His Notional Income can roughly be considered as Rs.500/- per day i.e. Rs.15,000/- per month.

39. As far as, dependents on the deceased are concerned, claimant No.1 is the widow, Nos.2 & 3 are the major sons. In a strict sense, claimant nos. 2 & 3 are the major sons and also doing a private job cannot be termed as dependent on the income of the deceased. Hence, there were only one dependent i.e. widow on the income of deceased.

40. In view of the observation of Constitution Bench of the Hon'ble Supreme Court in case of, "National Insurance Vs Pranay Sethi decided on 31/10/2017" 1/3rd amount will have to be deducted towards the personal expenses of deceased as he was having one dependent. Since deceased was 65 years of age, hence, multiplier of '7' is applicable, as per above cited case of Pranay Sethi.

41. Hon'ble Supreme Court in case of Pranay Sethi has granted compensation under the head of loss of estate, loss of consortium, and funeral expenses @ Rs. 15,000/-, Rs. 40,000/- and Rs. 15,000/- respectively. In Pranay Sethi's judgment the Hon'ble Court in para 61 (viii) has observed as under :-

“ Reasonable figures on conventional heads, namely loss of estate, loss of consortium and funeral expenses should be Rs. 15,000/-, Rs. 40,000/- and Rs. 15,000/- respectively. The aforesaid amounts should be enhanced at the rate of 10% every three years.”

42. Judgment in Pranay Sethi's case was rendered by Hon'ble Supreme Court on 31/10/2017. Six years have elapsed, and hence, there should be enhancement of 10% of amount while granting compensation under these conventional heads. Hence, an amount of Rs.15,000/- plus 10% + 10% i.e. Rs. 18,150/- for loss of estate and Rs. 18,150/- for funeral expenses is awarded.

43. Hon'ble Supreme Court, in case of “ *Magma General Insurance V/s. Nanu Ram, decided on 18/09/2018*” has granted consortium to each claimants. Here, claimants have lost husband and

father and hence taking cue from the judgment of the Hon'ble Supreme Court, I am inclined to grant spousal and parental consortium of Rs. 40,000/- plus 10% + 10% i.e. Rs. 48,400/- to claimant nos. 1 to 3.

44. In above referred case of Pranay Sethi, Hon'ble Supreme Court, in case of fixed salaried person has granted future prospects. Deceased was 65 years of age. Hence, he is **not entitled** for the addition of any amount towards future prospects.

45. Following is the computation of compensation :-

S N	Heads	Calculation
i.	Salary/Income	Rs.15,000 pm i.e. Rs. 1,80,000/- p.a.
ii.	1/3 rd deducted as personal expenses of the deceased as he was having only one dependent.	Rs.1,80,000/- (-) <u>Rs.0,60,000/-</u> (=)Rs. 1,20,000/-p.a.
iii.	Compensation after applying multiplier of '7' as deceased was 65 years of age	Rs.1,20,000/- (x) <u>7</u> (=) Rs.8,40,000/-
iv.	Loss of Consortium (widow and sons Rs. 48,400/- to each claimant)	Rs. 1,45,200/-
v.	Funeral expenses	Rs. 18,150/-
vi.	Loss of Estate	Rs. 18,150/-
<b>TOTAL Compensation (iii to vi)</b>		<b>Rs.10,21,500/-</b>

### Who will pay the Compensation?

46. I have already held that insurance company cannot evade its liability. So another question that falls for the determination of this

tribunal is whether principles of pay and recover can be invoked in the facts and the circumstances of present case?

47. In Indian Motor Insurance Law the "pay and recover" principle is a humanitarian doctrine that insures that third party accident victims received immediate compensation. It is typically associated with the breach of policy condition and if on the face of the record, there is no breach. Here, vehicle was having a valid permit and fitness certificate. Driver was having a valid and effective driving license and there is no breach of policy conditions under Section 149 of the Motor Vehicle Act 1980, (now replaced by Section 150 in the amended Act), so principle of pay and recover cannot be invoked.

48. This Tribunal is not unmindful of the fact that Company has been misled by furnishing false details of the vehicle. Agent who issued policy and whose Email Id is appearing in the policy document, has prima facie committed a criminal act. It's a matter of investigation whether owner was aware of this fraud or trick employed by agent Mr. Ranjeet K. Gajbhiye. It is for the Insurance Company to take appropriate criminal and civil action against agent Mr. Gajbhiye or owner Mr. Sanjay Malghade for the loss caused to the company.

49. It is time to provide a somber reminder to insurance companies that, however stiff the business competition may be, they cannot afford to commit such costly mistakes. A contract of insurance is not restricted merely to the parties to the agreement, but extends to the public at large, recognized as third parties under the law. An insurance company is permitted to conduct business activities subject to the guidelines of the Insurance Regulatory & Development

Authority of India (IRDAI), which regulates the insurance industry in the country. There are specific guidelines and statutory provisions regarding the nature of policies and classes of vehicles; if an insurance company, in its dogged haste, issues policies in utter disregard of these guidelines then they will have to suffer the consequences.

50. The officer of the insurance company present in the Court at the time of argument has informed this Tribunal that insurance companies have worked to improve their Software, Online Platforms and Websites to avoid such unpleasant episodes. Let us hope that all the stakeholders are abiding by the rules and regulations issued by authorities.

#### **About the Court Fees;**

51. Claimants have valued their petition to Rs. 1,00,000/- and paid Court Fees of Rs. 375/-. This Tribunal has granted total compensation of **Rs.10,21,500/-**. As per Bombay Court Fees Act claimants are now required to pay Additional Court Fees on the amount of **Rs.9,21,500/- @ 1% of the amount i.e. Rs.9,21,500/- i.e. Rs. 9215/-** and same is to be recovered from claimants.

52. In order to recover the same, it would be just and proper to direct the insurance company to deposit deficient portion of Court Fees of **Rs.9215/-** in the Account of Tribunal. After deposit of the Court Fees by Insurance Company, Nazir of the Court would remit the same to Government of Maharashtra by a Challan or GRAS as the case may be and copy of challan or screen shot of GRAS be kept in the file of the case for record purpose. Hence, the order.

**ORDER**

1) The petition is allowed with costs against **respondent Nos. 1 and 2**. The claimant Nos. 1 to 3 are entitled to receive compensation of **Rs.10,21,500/- (Rupees Ten Lakh Twenty One Thousand and Five Hundred Only)**.

2) The respondent Nos. 1 to 3 do pay jointly and severally an amount of **Rs.10,21,500/- (Rupees Ten Lakh Twenty One Thousand and Five Hundred Only)** with interest at the rate of 7.5% per annum from the date of filing of this petition till realization of entire amount towards compensation to the claimant Nos. 1 to 3.

3) Compensation amount be apportioned in the following manner.

(i)	Towards deficient Court Fees		<b>Rs.9,215/-</b>
(ii)	Claimant Sugandha	No.1	<b>Rs. 8,12,285</b> +interest +proportionate cost.
(iii)	Claimant Hemraj	No.2	<b>Rs.1,00,000</b> +interest +proportionate cost.
(iv)	Claimant Sandip	No.3	<b>Rs.1,00,000</b> +interest +proportionate cost.
<b>Total (i to iv)</b>			<b>Rs.10,21,500/-</b>

4) In terms of direction of Hon'ble Supreme Court in case of Suo Moto Writ Petition ( C ) No. 7 of 2024 and **Parminder Singh V. Honey Goyal & Ors**. Respondents are directed to deposit the aforesaid amount in the following accounts of the claimants :-

SN.	Claimant Nos. & Name	Account No.	Bank Name & Branch	Branch Code	IFSC No.	MICR No.
i)	MACT Nagpur ( For deficit Court Fees)	442401 010036 699	Union Bank of India, DBA Branch  Civil Lines, Nagpur.	--	UBIN O 5442 48	
ii)	Sugandha Vaidya	367002 3579	Central Bank of India, Gumthala, Tah. Kamptee.	2052	CBIN 0282 052	44001 6508
iii)	Hemraj Vaidya	340528 5327	Central Bank of India, Gumthala Tah. Kamptee.	2052	CBIN 0282 052	44001 6508
iv)	Sandip Vaidya	203300 170012 2449	Punjab National Bank, Wadoda, Tahsil Kamptee, Nagpur	07109 26816 4	PUN B020 3300	44102 4019

Award be drawn up, accordingly.

(AEJAZ H SAYYED)

Member, M.A.C.T. -4, Nagpur.

Dated : 09/04/2026

-X-X-X-X-X-X-X-X-X-

I certify that the contents of this PDF File are word to word as per original Judgment/Order.

Name of the Steno : K. Harde  
Name of the Court : Aejaz H Sayyed  
Member, M.A.C.T.- 4, Nagpur.  
Judgment delivered on : 09/04/2026  
Judgment signed by P.O.: 09/04/2026  
PDF Uploading Date : 09/04/2026  
Sd/-xx  
Stenographer