

MHNG010028682024 	Presented on	:	12-03-2024
	Registered on	:	14-03-2024
	Decided on	:	27-03-2026
	Duration	:	02-Y, 00-M,15-D

**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL,
NAGPUR. AT NAGPUR.**

(Presided over by R.S.Salgaonkar, Member, M.A.C.T-2, Nagpur)

Exhibit No.42

Proceeding Number : M.A.C.P No.366/2024

- 1] **Mangala Wd/o Laxman Thengare,**
Aged about 38 years, Occ.- Household,
- 2] **Vaibhav Laxman Thengare,**
Aged about 18 years, Occ.- Student,
- 3] **Gaurav Laxman Thengare,**
Aged about 13 years, Occ.- Student,
(Petitioner No.3 is minor through Natural
Guardian Petitioner No.1)
Address : All R/o. At. Vakarla, PO-Amboli,
Tah.-Chimur, **Dist.Chandrapur-442903.,** **The Petitioners**

Versus

- 1] **The New India Assurance Co.Ltd.,**
Through its Manager,
Address : Reon complex, 1st Floor, Near K.P
Ground, Mohan Nagar, **Nagpur – 01.,**
- 2] **Mubarik Yameen,**
Aged about Major, Occ.- Owner,
Address : R/o. P/A Kot 280, Palwal, Harayana, **The Respondents**
T/a Bari Roadm Dhaulpur, **Rajasthan-328001.,**

Appearance :-

Shri.PS.Mirache, Learned Advocate for Applicants/Petitioners.
Shri.Aditya Joshi, Learned Advocate for Respondent No.1.
Shri.S.R.Bhatkhore, Learned Advocate for Respondent No.2.

Coram : R.S.Salgaonkar,
Member, Motor Accident
Claims, Tribunal-2 Nagpur

Date : 27th March, 2026

A W A R D**(As per section 168 of The Motor Vehicles Act, 1988)**

This claim petition is filed invoking Section 166 of The Motor Vehicles Act, 1988 (Hereinafter will be referred to as “M.VAct”).

2) Necessary particulars for consideration in this claim petition are as follows :

1.	Name of the deceased	:	Laxman S/o Dadaji Thengare.
2.	Age of deceased as per the petition	:	42 years.
3.	Occupation of deceased	:	Cultivator.
4.	Name and address of employer of deceased	:	Not applicable.
5.	Monthly income as pleaded in petition	:	Rs.15,000/- Per month.
6.	Place of accident	:	Near HP Petrol Pump, a Jabalpur Hyderabad Express Highway Road, Vihirgaon towards Umred, PS-Hudkeshwar, Nagpur.
7.	Date of accident	:	19.01.2024.
8.	Time of accident (as pleaded)	:	23:30 hours.
9.	Police station	:	Police Station Hudkeshwar, Nagpur.
10.	Was the person in respect of whom compensation is claimed was traveling in vehicle.	:	The deceased was proceeding by Tempo No.MH/34-BG-8861.
11.	Registration number of vehicle(s) involved in accident.		
	Vehicle No 1 - Registration number and name of owner and insurance policy particulars of that vehicle.	:	Truck bearing registration No. RJ/11-GC-2125.
			Owner – Mubarik Yameen.
			Driver – Waseem Akram Jamaluddin.
			Policy No - 31270631230300000609.
			Validity period – 22.10.2023 to 21.10.2024.
	Vehicle No 2 - Registration number and name of owner and insurance policy particulars of that vehicle		Tempo bearing registration No. MH/34-BG-8861.
			Owner – Rahul Santosh Raut.
			Driver - Rahul Santosh Raut.
			Policy No - details not provided.
			Validity period – details not provided.

12.	Amount of compensation claimed	:	Rs.1,00,000/- with further prayer of just compensation.
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The accident took place in following manner :

2) The accident occurred on 19.01.2024 at about 19:00 hrs in front of HP Petrol Pump, on Jabalpur Hyderabad Express Highway Road, Vihirgaon towards Umred, PS-Hudkeshwar, Nagpur. There were two vehicles involved in the accident. The deceased, Shri Rahul Santosh Raut, was driving a Tata Ace (Tempo) bearing registration No. MH-34-BG-8861, accompanied by his friend Shri Lakshman Dadaji Dhangre, at the relevant time.

3) The accident occurred due to the rash and negligent driving of the offending truck, bearing registration No. RJ-11-GC-2125, driven by Shri Wasim Akram Jamaluddin, aged 31 years, resident of Navli, Tehsil Firozpur Jhirka, District Nuh, Haryana, who approached from behind at high speed in a reckless manner, lost control of his vehicle, and forcibly dashed into the Tata Ace driven by the deceased.

4) As a result of the collision, the Tata Ace overturned on the road. The deceased, Shri Rahul Santosh Raut, and his companion, Shri Lakshman Dhangre, (claim by his legal representatives is of MACP No. 358 of 2024, which is decided simultenuously) sustained grievous injuries. They were immediately taken to Medical Hospital, Nagpur, where both were examined by the doctors and declared dead. The driver of the offending truck abandoned the vehicle at the scene and fled.

Claim of petitioner :

5) The petitioners claim is for compensation of Rs. 27,10,000/- (as per claim) with further prayer of costs, just

compensation and interest. Petitioner has restricted his claim to Rs. 1,00,000/- for purpose of court fees.

Defence of non applicant - Owner of vehicle :

6) The non-applicant No.2 appeared and contested the claim by filing a written statement vide Exh.19. He denied the allegation of negligence on the part of the driver. He also denied the claimant's assertions regarding age, earning capacity, and the overall claim. In the alternative, he prayed for fixing the liability upon the insurance company, as the vehicle was duly insured. He, therefore, prayed for dismissal of the claim.

Defence of non applicant - the insurer :

7) The insurance company appeared and contested the petition by filing a written statement at Exhibit No.09.

Defence on Facts :

8) The respondent denies the occurrence of the alleged accident in the manner pleaded by the claimant and disputes the involvement of the insured vehicle. It is specifically denied that the driver was negligent or that his conduct caused the accidental injuries resulting in death. The respondent further denies the particulars of the deceased's age, income, and dependency, and prays that the claimants be put to strict proof thereof. It is further pleaded that the quantum of compensation claimed is excessive and exaggerated.

Statutory Defences :

9) Without prejudice to the above, the respondent raises statutory defences under Section 149(2) of the Motor Vehicles Act, 1988, including but not limited to breach of policy conditions, absence of a valid and effective driving licence, unauthorised use of the

vehicle, and non-compliance with statutory requirements, and prays for permission to contest the claim on all available defences.

Evidence :

10) It is pertinent to note that this is a proceeding before the Claims Tribunal. It is an application in a prescribed proforma and does not have the status of a civil suit. The procedure laid down in the Code of Civil Procedure, 1908, is not applicable. Similarly, the strict rules of the Indian Evidence Act, 1872, are not applicable, as the nature of the enquiry before the Tribunal is a summary enquiry. Therefore, every document tendered by either party is taken into consideration. However, for the purpose of deciding the present claim, the Tribunal considers only those documents and particulars which are relevant and necessary, and accordingly, only such specific documents have been referred to hereinafter. Strict proof of medical bills is dispensed with as per the ratio laid down by the Hon'ble Bombay High Court in *Dr. Dattatray Laxman Shinde vs. Nana Raghunath Hire* [2011 (6) ALL MR 646 (Bom)].

Oral Evidence of applicant side :

11) The Petitioner No.1 Mangala Laxman Thengare (PW-1) is examined applicants witness No.1 vide Exh.15. This evidence is on point of nature of injury, cause of injury, about involvement of vehicles and person in accident, on point of age, income, loss of earning capacity and the expenses incurred in accident.

Documentary evidence :

Sr.No.	Description of Document.
Exhibit No.21	: Attested copy of Form AA
Exhibit No.22	: Attested copy of FIR
Exhibit No.23	: Attested copy of Crime details form
Exhibit No.24	: Attested copy of Inquest report
Exhibit No.25	: Attested copy of P.M. report
Exhibit No.26	: Xerox copy of R.C.
Exhibit No.27	: Xerox copy of driving license

Exhibit No.28	: Attested copy of Policy
Exhibit No.29	: Attested copy of Authorization certificate
Exhibit No.30	: Attested copy of Permit
Exhibit No.31	: Attested copy of Fitness certificate
Exhibit No.32	: Xerox copy of Aadhaar card of Petitioner No.1
Exhibit No.33	: Xerox copy of PAN card of Petitioner No.1
Exhibit No.34	: Xerox copy of Bank statement of Petitioner No.1
Exhibit No.35	: Xerox copy of Aadhaar card of Petitioner No.2
Exhibit No.36	: Xerox copy of Bank account of Petitioner No.2
Exhibit No.37	: Xerox copy of Aadhaar card of Petitioner No.3

Evidence of Non-applicant Side :

12) There is no evidence led in defence of Non-applicants Nos.1 and 2. Evidence closing pursis filed by Non-applicant No.1 at Exh.40. Order passed below Exh.1. Evidence of Non-applicant No.2 closed on 23.03.2026.

13) Following issues were framed at Exhibit No.14 and my findings on them are as follows for the reasons below :-

S.R	ISSUES	FINDINGS
1.	Whether the petitioner(s) is/are legal representative(s) of deceased ?	Yes.
2.	What was age of deceased at the time of accident ?	44 years and 18 days
3.	What was monthly income of the deceased at the time of accident ?	Rs.15,000/-
4.	Whether the death occurred in the use of motor vehicle ?	Yes.
5.	Whether this motor accident occurred due to rash and/or negligent act on part of driver– Vasim Akaram Jamaluddin offending Truck bearing registration No.RJ-11-GC-2125 ?	Yes.
6.	Whether the deceased was contributory negligent for this accident ?	No.
7.	Whether owner of vehicle (non-applicant No.2) is vicariously liable to pay the compensation for the accident caused by vehicle owned by him?	Yes.
8.	Whether the insurance company (non-applicant No.1) is liable to indemnify vehicle owner	Yes.

	under the contract of insurance?	
9.	What is the amount of just compensation?	Rs.24,53,690/-
10.	What is the apportionment of compensation amongst the dependent/legal representatives of deceased?	As per final order.
11.	What award and costs?	Petition is allowed.

REASONS

As to Issue No.1 : (Entitlement of petitioner for Compensation amount)

14) Section. 166 (c) of M.V.Act, 1988 speaks of legal representatives, therefore, parents of deceased are also entitled to share in compensation amount. The category of person entitled are decided in the case of **Manjuri Bera vs Oriental Insurance Company Ltd. And Anr [2007 (10) SCC 643]**. In many of the cases, due to unitary structure of family, parents of deceased, even after being alive, or sometimes even the wife is not brought to notice of court. This proceeding therefore, proceeds with assumption that the petitioners are the only legal representative to deceased, and the amount of claim awarded in favour of petitioners included the share of all the legal representatives if any left out of petition.

15) The death caused as a result of motor accident, the petitioners are legal representatives of deceased, thence he is entitled to invoke jurisdiction of this Tribunal for compensation, damages and for recovery of medical expenses (if any). **Hence, Issue No.1 is answered in the Affirmative.**

As to Issue No.2 : (Age at the time of death)

16) As per the Aadhaar Card No. 8701 9742 2793 (Exh.18), the date of birth of the deceased is 01.01.1980. The accident took place on 19.01.2024. Accordingly, the age of the deceased on the date

of the accident was **44 years and 18 days**.

As to Issue No.3 :

Income of the Deceased :

17) The petitioner have not produced any documentary proof of income of deceased. It is pleaded that he was cultivator, and was earning Rs. 15,000/- per month from agriculture.

Determination of Notional Income :

18) In a claim under Section 166 of the Motor Vehicles Act, 1988, where no documentary proof of income is produced, the Tribunal is required to assess income on a notional basis by adopting reasonable and judicially accepted parameters. The Hon'ble Supreme Court in *National Insurance Co. Ltd. v. Kusuma & Anr.* [(2011) 13 SCC 306] has held that the discretion under Section 168 of the Act must be exercised judiciously to award just, fair, and reasonable compensation.

19) In the present case, though the petitioner has not produced documentary evidence of income, the surrounding circumstances clearly indicate that he was engaged in gainful activity and had earning capacity. It would therefore be unjust to presume absence of income.

20) In such circumstances, reliance on the **Minimum Wages Notification issued by the State Government** is the most appropriate and legally recognised method for determining **notional income**. As per the Minimum Wages Notification applicable to **Zone III**, which includes **District Nagpur**, and taking **judicial notice thereof under Section 57 of the Indian Evidence Act, 1872**, the minimum wages payable for the relevant period from **01.01.2024 to 30.06.2024** are as follows :

- **Skilled worker:** Rs. 21,642 per month
- **Semi-skilled worker:** Rs. 20,127 per month
- **Unskilled worker:** Rs. 19,047 per month

21) Considering the fact that construction of roads and buildings constitutes the most probable source of employment in the Nagpur region, the said sector is adopted as the basis for computing the notional income of the deceased.

22) The Honourable Supreme Court in **Maheshwari & Ors. v. Ramachandran & Ors., Civil Appeal No. 9187 of 2022, decided on 13 December 2022** holds that:

“However, taking into consideration the fact that the deceased was maintaining a family of 4 members and living a reasonably decent life, it can safely be inferred that he was earning not less than Rs. 15,000/- per month.”

(date of death in cited case law is 28.5.2015)

23) The notional income, when calculated using the minimum wages formula, aligns closely with this estimate, and both approaches are comparable in terms of the quantum of compensation. This is death of year 2021, and the minimum wages calculation appears very appropriate to suit the circumstance.

24) The income of the deceased as pleaded by claimant in the petition is Rs. 15,000/- per month. This is on the lower side compared to the minimum wages notification. Therefore, though there is no strict proof about it, the same is accepted as reasonable for the purposes of computation.

25) For the above stated reasons, for computation of

compensation by Structured formula Methode, the notional monthly income is held to be Rs.15,000/-. **The Issue No.3 is answered Accordingly.**

As to Issue No.4 : (Proof of Death)

26) This is a claim under Section 166 of the Motor Vehicles Act, 1988. The requirement of law is to prove that the death (or injury, as the case may be) occurred as a result of the motor vehicle accident. In the present case, the police investigation papers — particularly the post-mortem report coupled with the spot panchanama — clearly establish that the death was a direct consequence of the accident involving the offending vehicle. **Hence, Issue No.4 is answered in the Affirmative.**

As to Issue No.5 :

27) The issue of negligence is *sine qua non* for a petition under Section 166 of the Motor Vehicles Act, 1988. The core question is whether the death of the deceased—on the basis of which the present compensation is claimed by the legal representatives—was the result of a motor vehicle accident caused due to rash and negligent driving. A claim under Section 166 is fundamentally a codification of tortious liability stemming from the use of motor vehicles. In such proceedings, the primary burden lies upon the claimants to establish that the accident occurred due to the negligence of the driver of the offending vehicle. Hence, proving negligence and establishing a causal connection between such negligence and the fatal injuries sustained by the deceased is essential.

28) It is settled law that the nature and standard of negligence under civil law (particularly under the law of torts) differ significantly from the standard applicable in criminal proceedings. In

motor accident claims, a driver is held civilly liable as a tortfeasor if it is shown that he owed a duty of care to other road users, breached that duty by acting in a manner not expected of a reasonable and prudent person—such as by driving rashly or violating traffic norms—and thereby caused the accident resulting in injury or death. The object of such civil liability is not to punish, but to ensure that the victim or their legal representatives receive just compensation for the loss caused.

29) In the present case, the claimants—being the legal heirs of the deceased—have adduced oral and documentary evidence. Although none of the claimants are eyewitnesses to the accident, they have relied upon the police charge-sheet and investigation papers to prove the occurrence of the accident and the negligence of the driver. It is now well-settled that a charge-sheet filed against the driver of the offending vehicle constitutes *prima facie* evidence of negligence, unless rebutted by cogent and credible evidence. Here, a charge-sheet has been filed against the driver under relevant penal provisions, and the same has remained unrebutted, as neither the insurer nor the non-applicants have led any contrary evidence.

30) At this stage, it is pertinent to refer to the decision of the Hon'ble Supreme Court in **Pushpabai Purshottam Udeshi v. Ranjit Ginning and Pressing Co.**, (1977 ACJ 343 SC), wherein it was held:

*“The normal rule is that it is for the plaintiff to prove negligence, but as in some cases considerable hardship is caused to the plaintiff as the true cause of the accident is not known to him but is solely within the knowledge of the defendant, the plaintiff can prove the accident but cannot prove how it happened. This hardship is sought to be avoided by applying the principle of **res ipsa loquitur**... It is sufficient for the plaintiff to prove the accident and nothing more. It will then be for the defendant to establish that the accident happened due to some other cause than his own negligence.”*

31) This principle squarely applies in the instant case, as the claimants were not present at the accident site and could not produce any eyewitness. However, the circumstances of the accident, the contents of the charge-sheet, and the control of the vehicle being with the non-applicant's driver clearly speak for themselves, thus raising a presumption of negligence under the doctrine of *res ipsa loquitur*. The burden then shifts to the opposite party to disprove negligence, which they have failed to do.

32) Furthermore, it stands established from the record that the offending vehicle was owned by the non-applicant and was involved in the accident. But for the negligent operation of this vehicle, the accident would not have occurred. Therefore, the driver is clearly the tortfeasor, liable under civil law for the harm caused. It is once again reiterated that the scope of negligence in these proceedings is confined to civil liability for compensation and should not be conflated with the criminal culpability that may arise under the penal provisions of the Bharatiya Nyaya Sanhita, 2023.

33) In this case, the deceased was travelling in the vehicle but was not driving. Therefore, for the purpose of his claim, the offending vehicle as well as the vehicle in which he was travelling are considered third parties, and both are tortfeasors.

34) In view of the above facts, legal position, and settled judicial precedents, this Tribunal holds that the deceased died as a result of a motor vehicle accident caused due to the rash and negligent driving of the vehicle owned by the non-applicant. **Hence, Issue No. 5 is answered in the Affirmative.**

As to Issue No.6 : (Issue of contributory negligence)

35) This issue has been framed to examine the defence of contributory negligence. However, it is an undisputed fact that the deceased was not driving any vehicle at the time of the accident. Therefore, the question of his contribution in causing the accident does not arise. **Accordingly, Issue No.6 is answered in the Negative.**

As to Issue No.7 : (Liability of owner of vehicle for act of person driving the vehicle)

Liability of driver of vehicle :

36) The driver of the offending vehicle is the principal tortfeasor, being the person whose rash and negligent act directly caused the accident. Under the law of torts and as applied in claims under Section 166 of the Motor Vehicles Act, 1988, he is primarily liable to pay compensation for the harm caused.

Liability of owner of vehicle :

37) Liability registered owner of the offending vehicle is twofold. Firstly, he bears statutory liability, as the use of his vehicle has given rise to a tortious claim under the Motor Vehicles Act; being the owner, he is deemed responsible for compensating the loss and damage arising from the use of the vehicle, regardless of his personal fault. Secondly, he is also liable vicariously, since the vehicle was being driven by a person authorized and engaged by him. The driver's negligent act, committed in the course of employment or with the owner's permission, fastens vicarious liability upon the owner. Accordingly, it is held that owner of vehicle is equally liable as the driver of the vehicle. **Accordingly, Issue No.7 is answered in the Affirmative.**

As to Issue No.8 : (Breach of policy condition)

38) The issue pertains to the liability of the insurer. It is an admitted position that the offending vehicle was duly insured with Respondent No. 1, and the insurance policy is proved on record, the genuineness whereof is not in dispute. In such circumstances, the burden lies upon the insurance company to establish a specific breach of policy conditions so as to avoid its liability. The insurance company has raised a defence of breach of policy, particularly regarding the validity of the driving licence of the driver. However, the Driving Licence extract issued by the competent authority (Exh. 27) clearly establishes that Shri Wasim Akram Jamaluddin was holding a valid Driving Licence bearing No. MN05 20130177715, issued on 29.06.2013 and valid up to 28.06.2033, authorizing him to drive LMV and MCWG vehicles. The said evidence has not been effectively challenged or disproved.

39) In view of this cogent and unrebutted evidence, it cannot be said that there was any breach of policy condition. Consequently, the defence raised by the insurance company fails. In the absence of proof of breach, the insurer cannot avoid its statutory liability and is bound to indemnify the owner of the offending vehicle, subject to determination of compensation under other issues. Accordingly, **Issue No.8 is answered in the Affirmative.**

As to Issue No.9 : (Entitlement and calculation of compensation)

40) Compensation and damages are principally liability under Torts. Motor Vehicles Act, 1988 and particularly, the chapter 12 governing Claim Tribunal is codified law of Torts to the extent of motor accident claims. The point for consideration under this issue is fixing of liability and determining extent of liability.

Entitlement of petitioner for Compensation amount :

41) Section. 166 (c) of M.V.Act, 1988 speaks of legal representatives, therefore, parents of deceased are also entitled to share in compensation amount. The category of person entitled are decided in the case of **Manjuri Bera vs Oriental Insurance Company Ltd. And Anr [2007 (10) SCC 643]**. In many of the cases, due to unitary structure of family, parents of deceased, even after being alive, is not brought to notice of court. This proceeding therefore, proceeds with assumption that the petitioners are the only legal representative to deceased, and the amount of claim awarded in favour of petitioners included the share of all the legal representatives if any left out of petition.

42) The death caused as a result of motor accident, the petitioners are legal representatives of deceased, thence he is entitled to invoke jurisdiction of this Tribunal for compensation, damages and for recovery of medical expenses (if any).

Calculation of loss of future income :

43) The following factors are essential for computing the just and proper compensation:

- (a) Age of the deceased at the time of death (Issue No.2)
- (b) Nature of employment or occupation (non salaried)
- (c) Future prospects
- (d) Applicable multiplier

The method and basis for determining each of these components are discussed in the succeeding paragraphs.

Future Prospectus :

44) In the light of judgment of Honourable Supreme Court in the case of **Sarla Verma -Vs. Delhi Transport Corporation [AIR 2009 SC**

3104] the subsequent judgment in the case of **National Insurance Co. Ltd. Vs. Pranay Sethi [2017 ACJ 2700]**, for consideration of future loss of earning, this court follows the categories recognized and defined by by Honourable Supreme Court of India. It is consolidated in following table.

Age	Future Prospects	
	Self employed	Salaried employee
below 40	40%	50%
40 to 50	25%	30 %
50 to 60	10%	15%

45) On the point of selection of appropriate multiplier to the age of deceased, it is laid down in paragraph No 42 in the Judgment of Pranay Sethi (supra) that *'The claims Tribunals shall follow the steps and guidelines stated in para 19 of the Sarla Verma for determination of compensation in case of death'*. On considering para No.19 of the Judgment in the case of Sarla Verma (supra), this court categories the multiplier in the following tabular form to select appropriate multiplier.

Multiplier as per paragraph No. 21 as laid down in the case of Sarla Verma (supra)

Age in Years	Multiplier
15 to 20	18
21 to 25	18
26 to 30	17
31 to 35	16
36 to 40	15
41 to 45	14
46 to 50	13
51 to 55	11
56 to 60	9
61 to 65	7
66 to 70	5

Deduction based on dependency :

46) The deceased, if would have been alive, he would have earned in the future. That is computed under loss of future earnings

from point of dependents. However, for his own livelihood, he might have spent some amount out of his income. There is a prescribed formula for that deduction as laid down in the case *Pranay Sethi* (Supra.). It is as follows :-

S. N.	Number of dependents	Deduction for self use	Entitlement of dependents.
1	Died unmarried	$\frac{1}{2}$	$\frac{1}{2}$
2	2 to 3	$\frac{1}{3}$	$\frac{2}{3}$
3	4 to 6	$\frac{1}{4}$	$\frac{3}{4}$
4	Exceeding 6	$\frac{1}{5}$	$\frac{4}{5}$

47) As discussed above, multiplier of 14 will be applicable as multiplier to age 44 years and 18 days. The future prospects would be 40% and considering the fact that he was survived by three dependents one third of income is deducted towards personal used. On the basis of above particulars, the loss of future income is calculated as follows :

Actual calculation of loss of future income by multiplier method :-			
Loss of Earnings	=	Multiplier $\times$ (annual income+ future prospects) minus deduction for self use.(as stated above)	
	=	14 x [(Rs.15,000 x 12 months)+ 25%] minus one third	
	=	Rs. 21,00,000/-	

With this formula, after deducting income for self use, the dependents are entitled to loss of future earnings as calculated above.

Total compensation :

48) Total amount of compensation includes loss of future earnings, loss of consortium, funeral expenses, pain and agony. Except loss of future earnings, all other heads are abstract. These heads cannot be quantified in terms of money. Therefore, this court opts to follow the guidelines in the case of **Pranay Sethi** (supra).

Periodical increase in quantum of funeral expenses and loss of estate component :

49) The Hon'ble Supreme Court in *National Insurance Co. Ltd. vs. Pranay Sethi* fixed the conventional sum under the heads of **funeral expenses and loss of estate** at Rs. 15,000/- each, with a direction that these amounts shall be enhanced at the rate of **10% every three years** from the date of enforcement of the Second Schedule to the Motor Vehicles Act, i.e., **14.11.1994**. Accordingly, the enhancement works out in tri-annual (three-year) periods as follows :

Tri-Annual Period	Period Covered	Amount (Rs.)
0	14.11.1994 – 13.11.1997	15,000
1	14.11.1997 – 13.11.2000	16,500
2	14.11.2000 – 13.11.2003	18,150
3	14.11.2003 – 13.11.2006	19,965
4	14.11.2006 – 13.11.2009	21,961
5	14.11.2009 – 13.11.2012	24,157
6	14.11.2012 – 13.11.2015	26,573
7	14.11.2015 – 13.11.2018	29,230
8	14.11.2018 – 13.11.2021	32,153
9	14.11.2021 – 13.11.2024	35,368
10	14.11.2024 – 13.11.2027	38,905

Amount of consortium :

50) Honourable Supreme Court has laid down a ratio in the case of Pranay Sethi (Supra) on point of enhancement of 10% increase in amount of consortium under section 163-A of the Motor Vehicles Act, 1988, Schedule of compensation providing 40,000/- towards loss of consortium was introduced by amendment with effect from 14/11/1994. Every year three there should be 10% increase in it. Now though that Schedule is deleted from the statute, still that remains as legitimate guidelines for arriving as a arithmetical component of consortium. How it increases by 10% every three years is demonstrated in a charge below :-

Tri-Annual increase is stated as follows :-

Consortium calculation with 10 % increased after every set of 3 years as per guidelines of the Honourable supreme in the case of National Insurance Company Limited Vs. Pranay Sethi (2017 ACJ 2700)

From date	Till date	Rise by 10 %	Enhanced consortium after 10 % increase Rs.
14/11/1994	13/11/1997	Nil	40,000
14/11/1997	13/11/2000	10%	44000
14/11/2000	13/11/2003	10%	48400
14/11/2003	13/11/2006	10%	53240
14/11/2006	13/11/2009	10%	58564
14/11/2009	13/11/2012	10%	64420.4
14/11/2012	13/11/2015	10%	70862.44
14/11/2015	13/11/2018	10%	77948.684
14/11/2018	13/11/2021	10%	85743.5524
14/11/2021	13/11/2024	10%	94317.90764
14/11/2024	13/11/2027	10%	103749.698404
14/11/2027	13/11/2030	10%	114124.6682444
14/11/2030	13/11/2033	10%	125537.13506884

51) The original amount of consortium was Rs. 40,000/-. As per the guidelines laid down by the Hon'ble Supreme Court in para 54 of *Pranay Sethi* (supra), the said amount is subject to periodic enhancement, as per the triennial increment chart. The applicable amount of consortium on the date of the accident is determined accordingly.

52) There are three kinds of consortium recognised in law: (i) spousal consortium, (ii) filial consortium, and (iii) parental consortium. While the head under which consortium is awarded differs based on the relationship of the petitioner with the deceased, the amount is calculated using the same formula. Each eligible petitioner is entitled to the enhanced amount of consortium as per the prevailing rate on the date of accident, as laid down in *Pranay Sethi* (supra).

The total compensation is calculated as follows :-

(a)		Loss of future earnings	Rs.	21,00,000/-
(b)	(i)	Loss of consortium Rs. 94317.90 multiplied by number of dependents (3)	Rs.	2,82,953.70
	(ii)	Funeral expenses	Rs.	35,368/-
	(iii)	Loss of estate	Rs.	35,368/-
	(iv)	Medical expenses (if any)		Not claimed
	(v)	Towards loss of love and affection		Not granted separately
		Total Rs. 24,53,689.70 rounded off to	Rs.	24,53,690/-

53) The Petitioners are entitled to get the compensation amount as above. The **Issue No.9 is therefore, answered Accordingly.**

As to Issue Number 10 : (Apportionment)

54) The disbursement of compensation in motor accident claims is based on **equity, not equality**. The apportionment among claimants depends upon multiple factors such as the degree of dependency, the impact of the death or injury on each claimant's life, their age, earning capacity, availability of other sources of income, and relevant social and economic circumstances. A widow, minor children, or aged dependent parents are generally entitled to a larger share of the compensation than able-bodied, self-sufficient, or earning adult children, as they are more adversely affected by the loss. The objective is to ensure that compensation serves its remedial purpose by addressing the actual loss suffered, both financial and emotional. Therefore, the apportionment is made not by equal division, but by applying equitable principles to do justice between the parties. **The distribution is accordingly made as directed in the operative portion of this judgment. The Issue No. 10 is answered accordingly.**

As to Issue Number 11 :

55) In the light of discussion as above, the claim petition is allowed. Following are the reasons for directions in the operative order forming part of the award.

Interest over compensation amount :

56) M.V. Act, 1988 is silent about rate of interest. It is left to discretion of Tribunal vide Section 171. This Court relies upon judgment of Honourable Supreme Court in the case of **Khusnuma Begum -Vs- New India Assurance Company Ltd.**[2001(2) SCC 9] where Honourable Supreme Court has lowered rate of interest from

12% to 9% per annum. Considering the rate of inflation, GDP rate and diminishing value of currency, 9% per annum is sufficient rate of interest to bring compensation amount at par with its real value as on the date of award.

Future interest :

57) As per the mandate of Section 168(3) of the Motor Vehicles Act, 1988, the insurance company is required to deposit the amount awarded within 30 days from the date of the award. However, considering that the statutory period of limitation for filing an appeal is 90 days, penal interest at the rate of 12% per annum shall be leviable if the awarded amount is not deposited before the expiry of the said 90 days.

Mode of payment and TDS deductions :

58) This Court prescribes deposit in Court as the only mode of satisfaction of award. The Non applicant shall follow guidelines laid down by Honourable Supreme Court in the case of **CIT vs. P. Krishna Warriar [(1997) 228 ITR 429 (SC)]**, and if TDS is intended to deducted over interest over compensation amount, it shall be done by prior information to account section of court (MACT Nagpur) and only after obtaining PAN details of petitioner. Whenever TDS is deducted, its receipt shall be submitted to Court while depositing the amount. This direction shall be scrupulously followed.

Deduction of no fault payment :

59) For the above stated reasons, it is held that, the petitioner is entitled to compensation amount with interest as above stated. After adding interest over the amount so awarded, amount paid (if any) towards no fault liability under Section 140 of Motor Vehicles Act, 1988 shall be reduced from it.

Recovery of Court Fees :

60) The award amount is exceeding the actual claim. The petitioners shall pay the deficit court fees as early as directed in the final order and, in any case, before applying for withdrawal of the amount from Court. If it is paid within 15 days, it shall be included in the bill of costs. Necessary directions have been issued to ensure recovery of dues to the State Exchequer. As per rules, the court fee is computed under **Rule 257 of the Maharashtra Motor Vehicles Rules, 1989**, and the computation of court fee is in structured form. For the first Rs.1,00,000/-, the court fee is Rs.372.50, and thereafter, for every additional set of Rs.1,00,000/-, the court fee is 1%, subject to the upper ceiling of Rs.15,000/-. In the present case, considering the amount of claim granted, the petitioner is liable to pay Rs.15,000/- as court fees. Deducting Rs.375/- already paid with the petition, the petitioner is in deficit of **Rs.14,625/-** towards payment of court fees.

61) As the petition is allowed with costs, the liability to pay the costs lies upon the respondent–Insurance Company. Since the deficit court fee forms part of the costs, instead of directing the petitioner to first pay the same and then claim it in the bill of costs, the respondent–Insurance Company is hereby directed to deposit the said amount of deficit court fee directly in the dedicated bank account of this Tribunal, thereby ensuring payment to the State Exchequer without procedural delay. The said amount shall be credited to the account of the Tribunal maintained with **Union Bank of India, D.B.A. Branch, Civil Lines, Nagpur, Current Account No. 442401010036699, IFSC Code UBIN0544248**. Compliance report be submitted accordingly. It is expressly made clear that this court fee amount is to be paid in addition to the amount of award, as it is a liability arising out of the cost component, which is in addition to the award.

Fixed Deposits :

62) In order to safeguard the long-term financial interests of the claimant and to ensure that the compensation amount is judiciously preserved and invested, particularly where the beneficiary may lack financial expertise, this Tribunal directs that an appropriate portion of the claimant's share shall be invested in fixed deposits in a nationalized bank. The remaining amount of the claimant's share, along with accrued interest, shall be released to his bank account by way of electronic transfer.

Directions as to Payment by Insurance Company :

63) It shall be the duty of the Insurance Company to comply with the directions of the Hon'ble Supreme Court in *Parminder Singh vs. Honey Goyal & Others*, [2025 SCC OnLine SC 567], and to ensure that the fixed deposit is created strictly in terms of this award. Ideally, the Insurance Company shall effect two separate transfers—one towards the fixed deposit component and the other towards the amount to be immediately disbursed. However, with a view to ensure strict compliance and actual creation of fixed deposits, the Insurance Company is directed to deposit the amount earmarked for fixed deposit before this Tribunal. Upon such deposit, the parties shall furnish necessary details of the bank where the fixed deposit is to be made, and the Nazir shall take immediate steps to transfer the said amount to the concerned institution for creation of the fixed deposit. This procedure shall ensure due compliance of the directions and obviate the possibility of the entire amount being inadvertently disbursed to the claimant.

64) In concise terms, the Insurance Company shall first calculate the total amount payable under the award, including interest and costs. The aggregate amount so arrived at shall constitute the

entitlement of the petitioner(s). Out of the said amount, the Insurance Company shall segregate three distinct components, namely: (i) Court fees, (ii) the amount to be invested in fixed deposit, and (iii) the amount payable directly to the petitioner(s).

65) Where there is more than one petitioner, the apportionment of shares shall be as specified in the operative order, and the payment of each component shall be made separately for each petitioner. Thus, the disbursement under the aforesaid three heads shall be effected independently. Though this procedure may appear to cast an additional burden upon the Insurance Company, the same is necessary to ensure proper compliance of the award and to secure the ends of justice.

Directions regarding Fixed Deposit and Compliance by Bank :

66) In view of the judgment of the Hon'ble Supreme Court in *Parmindar Singh v. Honey Goyal & Others*, [2025 SCC OnLine SC 567], the responsibility of safeguarding the compensation amount, particularly by ensuring proper investment in fixed deposit, primarily lies upon the Insurance Company. However, it is observed that in practice, adequate safeguards are not always incorporated in the Fixed Deposit Receipts.

67) Therefore, without disturbing the mode of payment, this Tribunal deems it necessary to introduce a structured mechanism to secure the interest of the claimant.

68) Firstly, the creation of fixed deposits shall be routed through the Nazir of this Tribunal so as to ensure that all requisite conditions—such as prohibition on premature withdrawal, restriction on grant of loan or advance, and non-issuance of cheque book—are

duly incorporated and endorsed on the Fixed Deposit Receipts.

69) Secondly, the fixed deposits shall preferably be made in the same nationalized bank where the Tribunal maintains its accounts, so as to ensure better supervision and compliance with the directions issued by this Tribunal.

70) Thirdly, in order to ensure effective monitoring, the concerned bank is saddled with the responsibility that, after creation of the fixed deposits, it shall forward a copy of the Fixed Deposit Receipt (FDR) along with a covering letter to this Tribunal. The covering letter shall clearly mention the name of the claimant, the case number, and complete particulars of the deposit including the amount, period, and maturity date.

71) These directions are issued solely to safeguard the compensation amount awarded to the claimant. It is clarified that the claimant shall not suffer any inconvenience on account of the choice of bank, as the amount is to remain invested for the specified period and withdrawal shall be permissible only in accordance with the terms of this award and with prior permission of this Tribunal.

Directions as to payment by insurance company :

72) It is the duty of the insurance company to comply with the directions of the Hon'ble Supreme Court in *Parmindar Singh v. Honey Goyal & Others*, [2025 SCC OnLine SC 567], and to ensure that the fixed deposit is duly made as per the above terms. Ideally, two separate transfers should be made—one corresponding to the fixed deposit component and another for the immediate disbursal. However, this Court desires to ensure that fixed deposits are indeed made, and in order to achieve that, the insurance company is directed to deposit

that portion in Court. The parties shall provide information regarding the mode of fixed deposit and the details of the bank concerned, and the Nazir shall immediately issue directives for disbursement to that fixed deposit agency forthwith. This will ensure that the fixed deposit is made as per the directions, and will also minimize the risk of the whole amount being disbursed to the petitioner for want of proper communication between the bank and the insurer.

Mode of recovery of award :

73) Statute has provided additional mode of recovery of dues from insurance company under section 174 of M.V.Act, 1988. If the petitioner makes an application a certificate of recovery shall be issued for amount due on the date of application, in the name of Collector, and Collector shall proceed to recover the same manner as on arrears of land revenue. However, this is an additional mode than usual mode of enforcement of an award.

Costs :

74) In the light of discussion under forgoing issues this petition is allowed. As the rightful claim was denied, which caused the petitioner to incur expenses, the petitioner is held entitled to costs from the contesting respondents.

Compensatory cost for denial of genuine claim causing delay :

75) The insurance company unjustly denied the petitioner's rightful claim, causing avoidable delay and hardship. Such denial, without any tenable basis, reflects a mechanical rejection. The insurer also failed to comply with the mandate in *Gohar Mohammed v. UPSRTC & Ors.* [(2022) SCC OnLine SC 1721], which requires designation of an officer to process claims and to make a reasoned settlement offer within 30 days of the accident report. This inaction

amounts to deviation from binding procedure meant to secure timely compensation. As token acknowledgment of the inconvenience and procedural injustice caused, this Court imposes compensatory costs of Rs.1,000/- on the insurer, in addition to regular costs, in exercise of powers under Section 169(2) of the Motor Vehicles Act, 1988.

Destruction of record and returning of original documents :

76) Parties are informed about right to take back the documents. Parties are further informed about forum of appeal and limitation of appeal as compliance to Order-20 Rule-5A of The Code of Civil Procedure, 1908.

77) This award will be uploaded to Courts Website in CIS system; the respondent can avail copies from website, and it shall be treated as compliance of Section 168(2) of Motor Vehicles Act, 1988 as to making its copies available. The certified copies can be availed following the procedure laid down in Bombay High Court Civil Manual.

78) In the light of above discussion, **in answer to Issue No.11 following order is passed.**

ORDER

Vide empowerment of Section 168 of the Motor Vehicles Act, 1988 it is awarded as follows:-

1. **a) Non-applicant No. 2, Shri. Mubarik Yameen,** shall pay compensation of **Rs.24,53,690/- (Rupees Twenty-Four Lakhs Fifty-Three Thousand Six Hundred Ninety only)** to the petitioner.
- b) Non-applicant No.1, The New India Assurance Company Limited,** shall indemnify Non-applicant No. 2 in respect of the entire awarded amount.
- c) The liability of Non-applicant Nos. 1 and 2 shall be joint and several.**

2. The applicant is entitled interest over the compensation amount at the rate of 9% per-*annum* from the date of institution of the petition (12.03.2024) till the date of Award.
3. Compensation amount so awarded be paid within period of prescribed 30 days period (excluding time between date of pronouncement of judgment and date of signing of award) under section 168 (3) from the date of Award; however considering the appeal period, this period is extended by further 60 days, failing which the petitioner shall be entitled to interest over the decretal amount from the date of Award till it's realization at the rate of 12% per *annum* from the date of Award till the entire realization of amount.
4. Amount of Rs. 50,000/- awarded as interim compensation as per section 140 of the Motor Vehicles Act, 1988, if paid, be reduced from the amount awarded as above.
5. The Non-applicant do pay costs of the petitioner and shall bear its own costs. In addition to cost of proceeding, Non-applicant No. 1, **The New India Assurance Company Limited**, shall pay cost of Rs. 1,000/- in line with principles incorporated in section 169(2) of The Motor Vehicles Act, 1988.
6. The amount due from the insurer shall be recovered as per section 174 of M.V.Act, 1988 as on application as if arrears of land revenue; as an additional mode of recovery.
7. **Entitlement of compensation amount of each is defined below :**
The distribution of compensation amount and fixed deposit out of their respective share shall be as follows :-

Petitioner's name and Number.		Entitlement	Fixed Deposit – amount and period	Amount to be paid individually.
1.	Mangala	remainder (amount of award plus entire interest minus 8,00,000/-)	Rs.15,00,000/- (Rs.5,00,000/- for period of 5 years , Rs.5,00,000/- for period of 5 years , and Rs.5,00,000/-	Remainder. (i.e. the amount of award plus entire interest minus 18 lakh)

			for period of 10 years , with scheme providing monthly returns over fixed deposit)	
2.	Vaibhav	4,00,000/-	Rs.4,00,000/- (Rs.4,00,000/- for period of 5 years , with scheme providing monthly returns over fixed deposit)	Nil.
3.	Gaurav	4,00,000/-	Rs.4,00,000/- (Rs.4,00,000/- for period of 10 years , with scheme providing monthly returns over fixed deposit)	Nil.

8. Direction as to deposit of amount in bank account of the Applicant(s):

(a) The remaining amount, (excluding the amount of fixed deposit as directed above) **along with interest** accrued till the date of payment, shall be deposited in the bank Account of the petitioner(s) forthwith with following account details :-

Name of Account Holder	Account No.	Bank Name	IFSC Code
Mangala	60432747001	Bank of Maharashtra	MAHB0001059
Vaibhav	25044005286	Bank of Maharashtra	MAHB0001059
Gaurav	60389096532	Bank of Maharashtra	MAHB0001059

(b) The remaining amount, (excluding the amount of fixed deposit as directed above) **along with interest** accrued till the date of payment, shall be deposited in the bank Account of the Member, Motor Accident Claims Tribunal, Nagpur, i.e., Account No. **40799142551**, IFSC Code **SBIN0051191**, State Bank of India, Akashwani

Chowk, Poonam Plaza, Civil Lines, Nagpur, by **NEFT/RTGS only**. Upon such deposit, the Nazir of this Court shall ensure further payment to the applicant(s) upon submission of complete and duly verified bank account details as per above stated entitlement.

9. Directions as to fixed deposit and payment :

(a) The fixed deposit shall be made in State Bank of India, akashwani chowk branch.

(b) While making the deposit, the petitioner shall be expressly permitted to include the name of the spouse or child (as the case may be) as a co-depositor, if the petitioner so opts.

(c) In respect of the Fixed Deposit Receipt, the bank shall also make a specific endorsement that no loan, advance, or overdraft shall be granted by taking the said Fixed Deposit as security.

10. Payment of monthly returns over Fixed deposits :

(a) The bank with which the Fixed Deposit is proposed to be kept shall pay the monthly interest accruing on the Fixed Deposit. It is left to the parties and the bank to work out the modalities for such payment. Preferably, the bank shall allow the respective petitioner to open a zero balance savings account for the purpose of crediting the monthly interest therein. While doing so, the bank shall ensure that no cheque book is issued in respect of the said account.

11. Compliance on part of bank :

(a) The bank, with whom fixed deposit is kept, shall send a copy of the Fixed Deposit Receipt along with a covering letter mentioning the name of the party, case number, and details of the deposit.

(b) Such letter from bank and copies of fixed deposit shall be kept on record in the proceedings of the present petition. A separate roznama entry recording compliance of these directions shall be taken in the roznama of this petition even after disposal of the case.

(c) It shall be the duty of the Indian Post or the nationalized bank, as the case may be, to ensure that proper nomination is obtained at the time of accepting the fixed deposit.

(d) After expiry of lock in period, if the petitioner applies for withdrawal of fixed deposit amount, it shall be allowed without asking for further order from this Tribunal.

(e) In the event of unfortunate death of any of the petitioner, in absence of testamentary disposition, the Fixed deposit amount in his name be distributed equally amongst the surviving petitioner(s) on the date of maturity of fixed deposit.

12. Direction as to deposit of fixed deposit amount in Tribunal :

(a) Fixed deposit amount (Rs.23,00,000/- as directed above) be deposited in account of this Tribunal maintained in the name of in the Saving Account of **Member, Motor Accident Claims Tribunal, Nagpur i.e. Account No. 40799142551, IFSC Code - SBIN0051191** of State Bank of India, Branch Akashwani Chowk, Poonam Plaza, Civil Lines, Nagpur by NEFT/RTGS only.

(b) Once the amount is deposited in Court, after deduction of Court fees, if still unpaid if any, the same shall be converted into Fixed Deposits in the name of the petitioner forthwith, in accordance with the guidelines laid down by the Hon'ble Supreme Court in ***Parmindar Singh v. Honey Goyal & Ors.*, [2025 SCC OnLine SC 567]**. It shall be the responsibility of the Insurance Company to ensure compliance and complete the process of placing the amount in Fixed Deposit. The Nazir is cast with the duty to supervise and ensure that the Fixed Deposits are created within the stipulated period of 30 days.

13. Direction as to payment of deficit court fees :

a) Non-applicant No. 1, **The New India Assurance Company Limited**, is hereby directed to deposit the **deficit court fee of Rs. 14,625/-** through the **GRAS (Government Receipt Accounting System)** under the appropriate payment head for online payment of **Court Fees to the Motor Accident Claims Tribunal (Head: Scheme Code: 003 003 4801)**.

b) The said insurance companies shall **inform this Tribunal and produce the GRAS receipt** in proof of such payment.

c) Upon production of the receipt, Senir clerk shall cause to **verify and deface the said court fees**, make necessary

entries in the **Court Fees Receipt Register**, and **record the compliance in this proceeding by way of a handwritten Roznama after disposal of the case** for record purposes.

d) Only on compliance of all above procedure, it shall be treated as compliance of this Order.

14. **Directions as to deduction of TDS:** For purpose of deduction of TDS, the Non applicant shall follow guidelines laid down by Honourable Supreme Court in the case of **CIT vs. P. Krishna Warriar (Civil Appeal No. 1162 of 1997 decided on 20 February 1997) [228 ITR 429 (SC)]**, and if TDS is intended to be deducted over interest accrued, it shall be done with permission of court and only after obtaining PAN details of petitioner.
15. Parties are hereby informed as per mandate of Order 20 Rule 5-A that this order is appealable and appeal lies before Honourable Bombay High Court. The limitation for preferring an appeal is 90 days as per section 173(1) of The Motor Vehicles Act, 1988.
16. The parties to the petition are hereby informed that they shall take back the original documents as per the procedure laid down in Paragraph No. 524 to 528 of the Bombay High Court Civil Manual, failing which, those may be destroyed on expiry of time frame as to destruction of documents as laid down in Paragraph No. 524 of the Bombay High Court Civil Manual.
17. This AWARD will be uploaded to Courts Website in CIS system within 3 working days from date of signing of judgment; the parties to proceeding can avail copies of Judgment from website, and it shall be treated as compliance of Section 168 (2) of M.V.Act, 1988 as to making its copies available. As per judgment of Honourable Bombay High Court (Aurangabad Bench) in the case of **Shital Krushna Dhake vs. Krushna Dagadu Dhake** [Misc. Civil Application No. 244 of 2017 decided on 6/10/2018]. Copy obtained from CIS system are having status at par with certified copies for purpose of appeal, parties to take note of this legal position for computing appeal period.
18. This is an AWARD under Section 168 of M.V. Act, 1988 for all legal purposes including appeal and execution.

19. Bill of costs shall follow the AWARD, and the deficit court fees if paid within 15 days, it shall be calculated in bill of costs.

Date : 27/03/2026

Place: Nagpur

(R. S. Salgaonkar)
Member, Motor Accident
Claims Tribunal-2 Nagpur

Office endorsement	Date
Judgment pronounced on	27/03/2026
Transcript signed on	04/04/2026
Uploaded to website on	04/04/2026
Note: Details of this case can be accessed by logging into the official website of Honorable Bombay High Court for Nagpur District Court by scanning the QR Code given as above in JustIS App.	
I affirm that the contents of this P.D.F. file of judgment are word to word, as per original judgment. Name : S.S.Bordikar (Junior Clerk).	

