


MHNG010097552020 	Presented on : 19/12/2020
	Registered on: 21/12/2020
	Decided on : 12/03/2026
	Duration : 5 Y : 2 M : 21 Days
	<u>Exhibit No.105</u>

BEFORE THE CHAIRMAN, MOTOR ACCIDENT CLAIMS

TRIBUNAL, NAGPUR

[Presided over by Dinesh P. Surana]

M.A.C.P. No. 783 of 2020

Devanand S/o Sheshrao Ghatode,
Aged about 25 years, Occu. Nil,
R/o. Sawanga, Tah. Saunsar,
Distt. Chhindwara (M.P.).

...**Petitioner**

// **Versus** //

1] Yashwant S/o Mahadevrao Kullarkar,
Aged about Major, Occu. Not Known,
R/o. Plot No.2014, Pragati Nagar,
Ranala, Tah. Kamptee, Distt. Nagpur.
(Owner of vehicle)

...**Respondents**

2] HDFC ERGO General Insurance Co. Ltd.
Through the Branch Manager, 3rd Floor,
Shri-Shyam Tower, Near NIT Building,
Kingsway, Sadar, Nagpur.
(Insurer of vehicle)

**[CLAIM PETITION FOR GRANT OF COMPENSATION U/SEC. 166
OF THE MOTOR VEHICLES ACT, 1988]**

Appearances:

Adv. U.A. Bhattad for the petitioner.

Respondent No.1 - Ex-parte.

Adv. H.N. Verma for the respondent No.2.

J U D G M E N T

[Delivered on 12.03.2026]

By this petition under Section 166 of the Motor Vehicles Act, 1988, compensation of Rs.18.70 Lacs is claimed, on account of vehicular accidental injuries resulting in permanent disability and loss of earnings to the petitioner.

2] It is the case of the petitioner that on 01.12.2020 at about 2:35 pm, he was a pillion rider on a moped motorcycle bearing No. MH40-BH-3397 (in short “moped”), which was driven at moderate speed and on the correct side of the road from Sawanga towards Kelwad, within the territorial jurisdiction of Kelwad Police Station, Nagpur Gramin. When he reached near mouza Kelwad RTO Check post, the offending Alto 800 Car bearing No. MH40-AR-6313 (in short “Alto”), being owned by the respondent No.1 and insured with respondent No.2, was being driven by its driver at high speed, gave dash to his moped from the opposite direction, due to which he sustained grievous injuries. He was admitted to Seven Star Hospital, Nagpur and thereafter took treatment in Government Hospital, Nagpur. He incurred medical expenses of Rs.3.5 lacs.

3] Crime No.242 of 2020 for the offences punishable under Section 279, 337 and 304-A of the I.P. Code was registered against the driver of the Alto at Kelwad Police Station for causing the said accident due to rash and negligent driving of the Alto.

4] As per the petitioner, at the time of the accident, he was 25+ years old. He was doing private service and part-time business and earning Rs.15,000/- per month. Due to the vehicular accidental injuries, he suffered monetary loss and severe shock. Therefore, on several heads, the petitioner claimed the above amount of compensation jointly and severally from the respondents.

5] The respondent No.1, owner of the Alto was proceeded ex-parte.

6] The respondent No.2 insurance company of the Alto, by way of written statement Exh.13, by taking general denials and defences, resisted the claim of the petitioner. They also contended that the driver of the Alto was not holding a valid and effective driving license to drive the Alto at the time of the accident, resulting in the breach of the terms and conditions of the policy. The rider and the pillion rider of the moped were not wearing protective headgear/helmet. The rider of the moped had contributed in happening the said accident. As such, they denied their liability to pay such compensation to the petitioner.

7] To substantiate his contentions, the petitioner examined himself by way of an evidence affidavit Exh.18. He also deposed that Dr. Abhinav Bhatnagar, Orthopaedic Surgeon, has assessed his permanent disability to the extent of 9%. Apart from his oral testimony, he also placed his reliance on the following documents.

- (i) Exh.21 (Form Comp AA);
- (ii) Exh.22 (First Information Report);
- (iii) Exh.23 (Crime Details Form/Spot panchnama);
- (iv) Exh.24 (Copy of Insurance);
- (v) Exh.25 (Copy of Aadhar card).

The petitioner also examined the following witnesses.

PW-2 Ramkrushna Shende, at Exh.30, then working as a bill clerk with Apna Medicos, who deposed that vide medicine/pharmacy bills Exh. 31/1 to 31/51, medicines were purchased for the petitioner from Apna Medicos for a worth of Rs.51,859/- (round up Rs.52,000/-).

PW-3 Kishor Sasankar, at Exh.32, Manager in Seven Star Hospital, who deposed that the petitioner was admitted in said Hospital on 01.12.2020 and was discharged on 11.12.2020 vide bill Exh.34. The petitioner paid Rs.1,45,795/- (round up Rs.1,46,000/-) to the said Hospital. He also deposed that medicines vide bill Exh.35/1 to 35/23 were purchased by the petitioner from Seven Star Pharmacy attached to their hospital, worth of Rs.31,742/-

(round up Rs.32,000/-).

PW-4 Pramod Mishra, at Exh.37, billing clerk/accountant with Rahate Surgical Hospital, who deposed that the petitioner was admitted to their hospital on 01.03.2021 and was discharged on 04.03.2021. Vide bill Exh.42 Rs.25,000/- and vide bill Exh.43 Rs.20,160/- (total Rs.45,160/-, round up Rs.45,000/-), were paid by the petitioner to their hospital.

PW-5 Arun Shahu, at Exh.44, Billing Clerk with Life Line Blood Bank, who deposed that vide bills Exh.45 to 48, blood was purchased for the petitioner of Rs.13,800/- (round up Rs.14,000/-), from their blood bank.

PW-6 and PW-11 Sunil Sharma, at Exh.50 and 81, owner of Parvati Nursing Home, who deposed that the petitioner was admitted in their hospital on 25.03.2022 and was discharged on 28.03.2022. He received in all Rs.33,600/- (round up Rs.34,000/-) from the petitioner vide receipts Exh.51 to 53. He also proved the medical notes Exh.54 and 55, regarding the treatment of the petitioner and the consent letter of petitioner Exh.56. He further deposed that on 08.07.2024, the petitioner came to their Nursing Home for removal of implants and accordingly, surgery of his left elbow was performed. He proved the bill Exh.82 for Rs.31,800/- (round up Rs.32,000/-), issued by their hospital to the petitioner.

PW-7 Vijay Navghare, at Exh.58, Public Relation Officer in Ayush Blood Centre and Component Lab, who proved that vide

four bills Exh.59 to Exh.62 and its receipts Exh.63/1 to 63/4, the petitioner purchased blood from their centre for Rs.7,600/- (round up Rs.8,000/-).

PW-8 Rutuparna Nayak, at Exh.69, patient care counsellor working with Otto Bock Health Care India Pvt. Ltd, who deposed that vide bill Exh.71, the petitioner had purchased a knee brace device (Orthotic) from their company for Rs.8,900/- (round up Rs.9,000/-), on 11.12.2020.

PW-9 Dr. Niraj Gupta, at Exh.75, Medico Legal Consultant and CMO in Seven Star Hospital, who deposed that the petitioner was admitted to their hospital on 01.12.2020, with a history of a road traffic accident, as given by a four-wheeler near the Kelwad toll plaza and sustained injury to the head with blunt trauma to the right knee and pelvic region. He was operated on 05.12.2020 and was discharged from the hospital on 11.12.2020. He proved the discharge card Exh.76 of the petitioner, issued by said hospital.

PW-10 Dr. Abhinav Bhatnagar, at Exh.77, an Orthopaedic surgeon, who examined the petitioner on 12.08.2021 and assessed his disability to the extent of 9% and accordingly, issued him disability certificate Exh.78 in Form Comp. B.

8] The respondent insurance company examined RW-1 Pandurang Tulaskar at Exh.85, Junior Clerk in RTO, Chhinwara (M.P.), who proved the extract of driving license Exh.88 issued by the licensing authority Chhinwara, M.P., to Chandrashekhar

Hingwe and deposed that said Chandrashekhar was holding a learner's license valid from 08.11.2020 to 07.05.2021, i.e. the date of accident 01.12.2020 and was issued a permanent driving license after a month of issuance of a learning license Exh.91.

The respondent insurance company also examined the following witnesses.

RW-2 Chandrashekhar Hingve, at Exh.95, driver of the Alto at the time of the accident, owned by the respondent No.1, who deposed that he was driving on the correct side of the road and the opposite moped (Activa) vehicle was driven on the wrong side at the time of the accident.

RW-3 Rohit Pathak, at Exh.96, the Legal Manager of the respondent insurance company, who deposed on the line of the written statement of the insurance company. He also proved the policy of insurance Exh.97 of the Alto.

9] Heard arguments advanced by Adv. U.A. Bhattad for the petitioner. She submitted that the petitioner had incurred huge medical expenses. He was unmarried at the time of the accident, and therefore, his marriage prospects were affected due to the accidental injuries. Though the disability of the petitioner due to accidental injuries was assessed to the extent of 9%, the petitioner suffered 100% loss of income due to the accidental injuries. The notional income of the petitioner to the extent of Rs.12,000/- per month should be considered. The petitioner has to take treatment

for a long period and was required to come from his village, Sawanga District, Chhindwara (M.P.), to Nagpur for his treatment. Therefore, the petitioner is required to be paid huge compensation on account of pain and suffering and travelling expenses too. As such, she prayed for a grant of just compensation to the petitioner.

10] As against this, Adv. Hitesh Verma, for the respondent insurance company, contended that the disability assessed by Dr. Bhatnagar for the petitioner is 3% for mild pain. As such, for injury, the petitioner's disability cannot be more than 6%. It is an admitted fact that the petitioner can do day-to-day routine work. The income of the petitioner is not proved. It requires six months for the healing of the injuries to the petitioner. Therefore, the petitioner is entitled to loss of earnings based on the notional income for six months only. He also submitted that, admittedly, the driver of the Alto RW-2, Chandrashekhar, was holding a learner's license at the time of the accident. RW-2 Chandrashekhar admitted that the person sitting beside him was not holding any driving license, and there was no 'L' mark/indicator attached or stuck to the Alto. Therefore, there is a breach of the terms and conditions of the policy of insurance of the Alto. As such, the respondent insurance company is not liable to pay compensation to the petitioner. He submitted that, at the most on the principles of pay and recovery should be applied in the case in hand.

11] Based on the rival contentions, evidence, and material on record, I record my findings on the Issues at Exh.17 for the

reasons discussed thereunder.

	<u>I S S U E S</u>		<u>FINDINGS</u>
1]	Whether the petitioner proves that on the given date, time, and place, an accident occurred due to rash and negligent driving of the Alto, and as a consequence thereof, he sustained injury?	..	<u>In the affirmative.</u>
2]	Whether the respondent No.2 proves that there is a breach of the policy condition?	..	<u>In the affirmative.</u>
3]	Whether the petitioner is entitled to compensation? If yes, from whom and to what extent?	..	<u>As per the final order.</u>
4]	What order?	..	<u>As per the final order</u>

REASONS

As to Issue No.1:

12] The petitioner himself is an eyewitness to the alleged accident. He pleaded and testified as to the manner of the accident. According to him, on the given date, time, and place, the Alto was being driven by its driver at high speed, and gave a dash to the moped, on which he was a pillion rider. Due to which he sustained grievous injuries, i.e. head injury with anaemia with RT knee hemarthrosis post OP open splenectomy for tropical splenomegaly & multiple bodily injuries. Except for the suggestions put to the petitioner in his cross-examination by the respondent insurance company, which was denied by the petitioner that the accident took

place as the motorcycle was driven by its rider, Saurabh, at high speed, there is nothing more that was brought on record from the testimony of the petitioner to disbelieve him regarding the manner of the accident.

13] Moreover, the testimony of the petitioner is corroborated by the police case papers. Crime No.242 of 2020 for the offences punishable under Section 279, 337 & 304-A of the I.P. Code was registered against the driver of the Alto and not the rider of the moped for causing the said accident and accidental injuries to the petitioner and the rider of the moped due to the rash and negligent driving of the Alto. The First Information Report was also given by the petitioner at Kelwad Police Station, stating that the accident took place due to rash, negligent and high-speed driving of the Alto by its driver. It was brought in the cross-examination of the petitioner that at the time of the accident, he was proceeding to Kelwad from Sawanga. It was also brought in the cross-examination of the petitioner that it was head on collision, thereby the Alto was coming from the opposite direction.

14] On perusal of the sketch map, in column no.9 of the spot panchanama Exh.23, it seems that the spot of accident is shown on the extreme left-hand side of the road proceeding towards Kelwad. While drawing spot panchanama by the Police and panchas, both the vehicles were found on the extreme left-hand side of the road. Therefore, apparently the Alto was being driven on the right-hand side, i.e. wrong side of the road at the

time of the accident. Therefore, I am of the view that the petitioner has probalitized his contention that the said accident took place due to the rash and negligent driving by its driver, wherein no negligence of the rider of the moped is seen.

15] The testimony of the petitioner that in the said accident, he suffered injuries is corroborated by his medical case papers. PW-9 Dr. Niraj Gupta, the Medico Legal Consultant and CMO in Seven Star Hospital, deposed that the petitioner was admitted to his hospital on 01.12.2020 with the history of a road traffic accident, sustained head injury with blunt trauma to the right knee and pelvic region. The testimony of PW-9 Dr. Niraj Gupta is further corroborated by the discharge card of the petitioner Exh.76, issued by Seven Star Hospital. Therefore, the petitioner has probalitized his contention that in the said accident, he sustained grievous injuries.

16] The petitioner also examined PW-10 Dr. Bhatnagar, the Orthopaedic Surgeon, who examined the petitioner on 12.08.2021 and assessed his permanent disability to the extent of 9% and issued him a permanent disability certificate Exh.78 in Form Comp. B. However, the disability certificate Exh.78 does not bear the signature of the petitioner or his photograph. Surprisingly, PW-10 Dr. Bhatnagar has assessed the disability of the petitioner to the extent of 3% for mild pain. But, PW-10 Dr. Bhatnagar has also mentioned that there was restricted movement of 6% noticed in the accidental injuries of the petitioner. The petitioner was examined

by PW-10 Dr. Bhatnagar within a few months of the vehicular accidental injuries. As such, I am of the view that the petitioner has also probalibilized his contention that the vehicular accidental injuries resulted in his permanent disability to the extent of 6%. As such, my answer to issue No.1 is in the affirmative.

As to Issue No.2:

17] The respondents have not disputed that at the time of accident the Alto was owned by the respondent No.1 and insured with respondent No.2. The basic contention of the respondent insurance company is that at the time of accident the driver of the Alto was not holding valid and effective driving license authorizing him to drive the Alto, resulting into breach of terms and conditions of the policy of insurance of the Alto.

18] The respondent insurance company examined RW-1 Pandurang Tulaskar, Junior Clerk in RTO Chhindwada (M.P.), who proved the extract of driving license Exh.88, issued by the licensing Authority Chhindwada in the name of Chandrashekhar Hingwe. The RW-1 Pandurang deposed that Chandrashekhar was holding learners driving license valid from 08.11.2020 to 07.11.2021. Therefore, the driver of the Alto was holding a learner's driving license on the date of the accident, i.e. 01.12.2020.

19] The extract of the driving license of Chandrashekhar Exh.88 shows that he was issued a driving license authorising him to drive the light motor vehicle on 01.12.2020. But the fact remains

that on the date of the accident, he was holding a learner's driving license, authorising him to drive the light motor vehicle, which includes the Alto.

20] The respondent insurance company also examined RW-2 Chandrashekhar Hingwe, who deposed that on the date of the accident, he was driving Alto. However, he also deposed that at the time of the accident, four persons were sitting in the Alto Car. His cousin brother, Mayur Hingwe, was sitting beside him. Mayur Hingwe was not possessing driving license.

21] Rule 3 of the Central Motor Vehicles Rules, 1989 provides for the general conditions to be followed gaining experience in driving. Therefore, Rule 3 lays down the conditions to be followed by the person holding a learner's driving license. As per Rule 3(b), a person gaining experience in driving should be accompanied by an instructor holding an effective driving licence to drive the vehicle, and such instructor is sitting in such a position to control or stop the vehicle. Rule 3 is reproduced below.

3. General – *The provisions of sub-section (1) of section 3 shall not apply to a person while receiving instructions or gaining experience in driving with the object of presenting himself for a test of competence to drive, so long as -*

(a) such person is the holder of an effective learner's licence issued to him in Form 3 to drive the vehicle;

(b) such person is accompanied by an instructor holding an effective driving licence to drive the vehicle, and such an instructor

is sitting in such a position to control or stop the vehicle; and

(c) there is painted, in the front and the rear of the vehicle or on a plate or card affixed to the front and the rear, the letter "L" in red on a white background.

Provided that a person, while receiving instructions or gaining experience in driving a motorcycle (with or without a sidecar attached), shall not carry any other person on the motorcycle except for the purpose and in the manner referred to in clause (b).

22] In the case in hand, the driver of the Alto RW-2 Chandrashekhar himself has admitted that his cousin brother Mayur was sitting beside him, while he was driving the Alto at the time of the accident, and Mayur was not possessing a driving licence. There is no cross-examination of RW-2 Chandrashekhar by the petitioner as to the said aspect. As such, the respondent insurance company has probalibilized their contention that the driver of the Alto, Chandrashekhar, who was possessing a learner's driving licence at the time of the accident, was driving the Alto in violation of the statutory provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, reproduced above.

23] In the policy of insurance of Alto Exh.97, the limitations as to use specifically provides that the person holding an effective learner's licence may also drive the vehicle and that such a person satisfies the requirements of Rule 3 of the Central Motor Vehicles Rules, 1989. Therefore, in the case in hand, it is apparent that there was breach of limitations as to the use of Alto and breach

of terms and conditions of the policy of insurance of Alto Exh.97. However, there is no evidence on record to show that the respondent No.1 owner of the Alto was mindful of the fact that the driver of Alto was possessing only learner's driving licence and the person sitting beside him was not holding a valid and effective driving licence at the time of accident. As such, my answer to issue No.2 is in the affirmative.

As to Issue No.3:

24] As such, relying on the well settled principles led down by the Hon'ble Supreme Court in the case of **National Insurance Co. Ltd. Vs. Swaran Singh ((2004) 3 SCC 297)**, though the respondent insurance company is not liable, but as per the principles of pay and recover (to be paid first by the insurer to the petitioner the awarded just compensation amount and then to recover the same in accordance with law from the owner of the insured vehicle at the time of accident). Therefore, the respondent insurance company is liable to pay the amount of awarded just compensation to the petitioner.

25] As per the testimony of PW-2 Ramkrushna Shende, the petitioner has paid around Rs.52,000/- for the purchase of medicines from Apna Medicos. As per the testimony of PW-3 Kishor Sasankar, Assistant General Manager of Seven Star Hospital, the petitioner has paid around Rs.1,46,000/- to the Hospital and has purchased medicines around Rs.32,000/- from Seven Star Hospital.

As per the testimony of PW-4 Pramod Mishra, the billing clerk of Rahate Surgical Hospital, the petitioner has paid around Rs.45,000/- to Rahate Surgical Hospital. As per the testimony of PW-5 Arun Shahu, the billing clerk of Life Line Blood Bank, the petitioner has purchased blood for around Rs.14,000/- from his Blood Bank. As per the testimony of PW-6 and PW-11 Sunil Sharma, owner of Parvati Nursing Home, the petitioner has paid Rs.34,000/- + Rs.32,000/-, a total of around Rs.66,000/- to his Nursing Home for inserting implants to his fracture injury and for removal of such implants subsequently. As per the testimony of PW-7 Vijay Navghare, Public Relation Officer with Aayush Blood Centre and Component Lab, the petitioner has purchased blood for around Rs.8,000/- from the said Lab. As per the testimony of PW-8 Rutuparna Nayak, Patient Care Counsellor with Otto Bock Health Care India Pvt. Ltd., the petitioner has paid around Rs.9,000/- for the purchase of the knee brace device (orthotic) from said company. As such, the petitioner is entitled to the medical expenses of Rs.3.75 Lacs, proved to have been incurred by him. Having regard to the nature of injuries caused to the petitioner, he is also entitled to compensation of Rs.30,000/- towards pain and suffering and Rs.20,000/- towards permanent disability.

26] The PW-9 Dr. Niraj Gupta, the treating Doctor of the petitioner, has admitted in his cross-examination by the respondent insurance company that the surgery of the petitioner was successful, and after six days of surgery, the petitioner was stable. The head injury to the petitioner was minor. There were no blood

clots for him. The knee injury caused to the petitioner requires a healing period of up to six months, after which the petitioner can perform his normal activities. PW-9 Dr. Niraj Gupta has not stated that the petitioner has suffered any permanent disability.

27] PW-10 Dr. Abhinav Bhatnagar has admitted in his cross-examination by the respondent insurance company that the healing period of injuries to the petitioner is three months, and after that, the patient can perform his day-to-day activities. The disability caused to the petitioner is restricted to his particular limb and not to the whole body. He has specifically admitted that the disability assessed by him to the petitioner is only physical in nature and not functional. The petitioner, being of a young age, has faster bone recovery. His condition at the time of his discharge was stable. Therefore, there is no expert medical opinion to show that the vehicular accidental injuries caused to the petitioner resulted in permanent disability restricted to his injured limb and did not cause any functional disability to him.

28] The petitioner, in his cross-examination, has admitted that before the accident, he was not doing any work. He also admitted that the field he was cultivating was owned by his father. He admitted that he had not filed any documents to show that he was working in the company and was getting an income of around Rs.15,000/-.

29] Under such circumstances, I am of the view that the petitioner is not entitled to any future loss of earnings, but is entitled to the loss of earnings of lumpsum amount of Rs.1,00,000/- during the period of his treatment, i.e. period required for healing of the injuries and to perform his day-to-day activities. The petitioner was young, i.e. 25 years at the time of the accident and was unmarried; therefore, the petitioner is also entitled to compensation of Rs.1,00,000/- towards marriage prospects.

30] Having regard to the fact that the petitioner was resident of Sawanga, District Chhindwada, and he is required to come to Nagpur for his treatment and having regard to the nature of pelvic injury caused to him, I am of the view that the petitioner is entitled for compensation of Rs.75,000/- towards conveyance charges, special diet and travelling expenses etc.

31] In the case of *Kajal Vs. Jagdish Chand and Others 2020 (1) T.A.C. 705 (S.C.)*, relied on by the petitioner, the petitioner has proved that the vehicular accidental injuries resulted in his loss of earnings. However, in the case at hand, the petitioner, as discussed above, has failed to prove so. The Hon'ble Apex Court in para No.5 of the judgment has held that,

“The damages may vary according to the gravity of the injuries sustained by the claimant in an accident”.

In the case cited supra, serious injuries were sustained by the victim, resulting in damage to her brain. Her I.Q. was assessed at less than 20% of a child of her age, and her social age is only that of a 9-month-old child. Therefore, the permanent disability and functional disability were assessed as 100%. However, in the case in hand, having regard to the expert's evidence, the petitioner has not suffered any functional disability. Therefore, the facts of the case cited supra cannot be made applicable to the facts of the case in hand. As such, the compensation to which the petitioner is entitled can be computed as follows.

Rs.1,00,000/-	..	Loss of earnings during the period of treatment.
Rs.3,75,000/-	..	Medical & Medicine expenses.
Rs.30,000/-	..	Pain and suffering.
Rs.20,000/-	..	Towards permanent disability.
Rs.1,00,000/-	..	Towards marriage prospects.
Rs.75,000/-	..	Special diet and travelling expenses, etc.
<u>Rs.7,00,000/-</u>	..	<u>Total amount of compensation (including NFL amount, if any)</u>

32] Having regard to my findings on issue No.2, on the principles of pay and recover, the respondent insurance co. is liable to pay the above amount of just compensation to the petitioner, with liberty to recover the same from the respondent No.1 owner of the Alto. As such, my answer to issue No.3 is accordingly.

33] From R and P, it is apparent that the petitioner, too, is an instrument in dragging the claim petition from 2020. As such,

the petitioner, in my view, is entitled to interest at the rate of 7% per annum only on the amount of compensation payable to him. As a result, I proceed to pass the following order.

ORDER

- i] Claim Petition is partly allowed with proportionate costs.
- ii] The respondent No.2 at the first instance do pay to the petitioner **Devanand S/o. Sheshrao Ghatode**, an amount of compensation of **Rs.7,00,000/-** (Rupees Seven Lakhs only) (including the amount received by the petitioner towards the 'No Fault Liability', if any), along with interest at the rate of 7 % per annum thereon, from the date of petition till its realization, which after payment as aforesaid, they may recover the same from the respondent No.1, in accordance with law.
- iii] The Registrar (MACT), Nagpur, to take the account details of the petitioner, which shall be of a Nationalised Bank only, and send it to the respondent No.2 insurance company, for compliance.
- iv] The respondent No.2 insurance company shall deposit the amount awarded in the said bank account of the petitioner, as per this order.
- v] Award be drawn accordingly, but only after the petitioner affixes the deficit court fees, if any, on the amount of awarded compensation.

Nagpur.
Date : 12/03/2026

[Dinesh P. Surana]
Chairman, MACT &
Principal District Judge, Nagpur.

Case argued on	:	06/01/2026
Judgment dictated on	:	12/03/2026
Transcription ready on	:	13/03/2026
Judgment checked and digitally signed on	:	16/03/2026

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CERTIFICATE

I affirm that the contents of this PDF file of the Judgment are word to word, as per the original Judgment.

Name of Stenographer Ajay P. Bothe
(Grade I)