

CNR- MHOS010023662018



Received on : 04.10.2018

Registered on : 08.10.2018

Decided on : 07.08.2026

Duration : 07Y: 09M: 29D

**IN THE MOTOR ACCIDENT CLAIMS TRIBUNAL,  
AT : OSMANABAD**  
(Presided over by A. D. Deo, Chairman, M.A.C.T. Osmanabad)

**Motor Accident Claim Petition No. 452/2018**

**Exh. No.41**

- 1. Siddharam s/o Vithal Salotgi,**  
Age 39 years, Occ. Agriculture,  
R/o. Shingadgaon, Tal. South Solapur,  
Dist. Solapur.
- 2 Renuka w/o Siddharam Salotgi,**  
Age- 35 years, Occ. Househild,  
R/o. as above.

**..... Claimants**

**Versus**

- 1 Rajendra s/o Devichand Desarda,**  
Died. His LRs are as under:  
Through the CEO, Solapur Municipal  
Corporation, Solapur.
- 1/1 Sunita Rajendra Desarda,**  
Age Major, Occ. Household,  
R/o. Nikhil Plot No. 46, Gokhale,  
Chinchvad, Pune, Tal. Dist. Pune.
- 1/2 Sidhi Rajendra Desarda,**  
Age Major, Occ. Household,  
R/o. As above.

- 1/3 Neha Rajendra Dasarda,**  
Age Major, Occ. Household,  
R/o. As above.
- 2 The New India Assurance Co. Ltd,**  
**Solapur,**  
Through: The Branch Manager,  
The New India Assurance Co. Ltd.  
Shivaji Chowk, Naik Nivas, Osmanabad.  
(Insurer Bus No. MH-13-B-9637)

... Respondents

**Claim:** Under Section 166 of the Motor Vehicles Act, 1988.

...

**Appearance:**

Shri.M.V. Maindad, advocate for the claimants.

Shri. A.V. Maindarkar, advocate for the respondent No. 2

Claim proceeded ex-parte against respondent Nos. 1/1 to 1/3.

...

**:: A W A R D ::**

(Delivered on 7<sup>th</sup> day of August, 2026)

Shweta Siddharam Salotgi expired in motor vehicle accident. Claimant no. 1 is father and No. 2 is mother of Shweta, who have filed the claim petition for compensation under Section 166 of the Motor Vehicles Act, 1988 (hereinafter referred to as 'the M.V.Act'), against the registered owner of the alleged offending vehicle and claimed compensation of Rs. 7,00,000/- with interest at the rate of 12 % p.a.

**Claim in Petition:**

2. Shorn of superfluities, the material averments in the claim petition can be summarized as under:

2.a. According to the claimants, claimant no.1 is father and No. 2 is mother of the deceased Shweta Salotgi. It is the pleading of the claimants that on 15.04.2013 in the morning Shweta was playing in

front of the house of claimants at village Shingadgaon. At about 8.45 a.m. one Bus of Municipal Corporation Solapur, bearing registration No. MH-13-B-9637 (hereinafter referred to as “offending vehicle”), came from Solapur City and proceeding to village Achegaon, at a high speed and in a rash, negligent and uncontrolled manner, came to the wrong side of the road and dashed Shweta, due to which Shweta fell on the ground and the rear wheel of the offending vehicle run over her body, due to which Shweta died on the spot.

2.b           It is further contended that Bhimashankar Vithal Salotgi lodged report of the accident at Valsang Police Station Solapur, based on which crime No. 60/2013 was registered against the driver of the offending vehicle. The Investigating Officer prepared the spot panchanama and other relevant documents. The police papers disclosed that the offending vehicle was insured with Opponent No.2 at the relevant time.

2.c.           The claimants further asserts that the deceased was of 02 years of age at the time of accident. The claimants have submitted that due to tragic untimely death of deceased, claimants suffered from mental shock, which cannot be compensated in terms of money. The claimants have claimed compensation of Rs.7,00,000/- under various heads, the better particulars of which are mentioned in the claim petition, but restricted it to the tune of Rs.5,00,000/-.

3.           Opponent Nos. 1/1 to 1/3 duly served with the notice, but they did not turn up before the court. Hence, claim proceeded ex-parte against them.

**Written Statement of Opponent No.2 – Insurance Company**

4a. Opponent No.2 appeared and filed its written statement at Exhibit-12. The Insurance Company denied all material averments adverse to its interest. The age of the deceased and compensation claimed are specifically disputed.

4.b. The Insurance Company further denied the manner of occurrence of the accident and contended that the deceased suddenly came below the offending vehicle wherein there is no fault on the part of the driver of the offending vehicle. The accident occurred due to wrong act of the deceased herself.

4.c. It was further pleaded that the driver of the offending vehicle was not holding a valid and effective driving licence at the relevant time as well as the offending vehicle was not having valid permit and fitness, therefore, Opponent No.1 had committed breach of the terms and conditions of the insurance policy. On the aforesaid grounds and other grounds mentioned in the written statement, Opponent No.2 prayed for dismissal of the claim petition as against it.

5. On the rival pleadings, my learned predecessor has framed issues vide Exh. 20, to which I have recorded my findings, for the reasons to follow:

|   | <b>Issues</b>                                                                                                                                                                             | <b>Findings</b> |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| 1 | Whether claimants prove that deceased Shweta Siddharam Solatgi was died in vehicular accident dated 15.04.2013, due to rash and negligent driving of the driver of Bus No. MH-13-B-9637 ? | Yes.            |

|   |                                                                                                              |                     |
|---|--------------------------------------------------------------------------------------------------------------|---------------------|
| 2 | Whether respondent No.2 proves that, respondent No. 1 has committed breach of terms and condition of policy? | Yes.                |
| 3 | Whether claimants entitled to compensation? If yes, from whom and what quantum?                              | As per final order. |
| 4 | What Award ?                                                                                                 | As per final order. |

### **:: ANALYSIS and FINDINGS ::**

#### **Undisputed Facts:**

6. Before advertng to deal with the contentious issues, it is apposite to refer to the undisputed facts. The fact that opponent No. 1 is the registered owner of offending vehicle has gone untraversed. There is not much of controversy over the facts that the offending vehicle was insured with opponent no.2 and the contract of insurance was valid and subsisting on the date of accident. Involvement of the offending vehicle in the accident is also not disputed.

#### **:: Evidence on Record ::**

7. Claimant No.2- Renuka Siddharam Salotgi, who is mother of the deceased ventured the witness box as CW-1 and filed affidavit in-lieu of examination-in-chief vide Exh.46/2. The pleadings in the claim petition are reiterated in Exh.46/2. CW-1 has produced the documents i.e. copy of charge-sheet (Exh.18), copy of FIR (Exh.19), copy of FIR statement (Exh.20), copy of spot panchanama (Exh.21), copy of inquest panchanama (Exh.22), copy of postmortem report (Exh.23), copy of certificate issued by Dy. R.T.O. Solapur (Exh.24).

8. *Per contra*, opponent No. 2 examined D.W.-1 Vivek Siddharam Hainalkar, Manager, New India Insurance Co. Ltd vide Exh.55 and produced documents such as driving licence of the driver

of the offending vehicle (Exh.51), insurance policy and copy of judgment in SCC No. 319/2015 with list Exh.49. D.W.-1 deposed that, at the time of accident the driver of the offending vehicle was not having valid and effective driving licence as well as the offending vehicle was not having permit, therefore, there was breach of terms and conditions of the insurance policy. Opponent No. 2 is not liable to pay compensation.

### **:: ANALYSIS and FINDINGS ::**

#### **As to issue no. 1 :-**

9. FIR in the present matter is lodged with promptitude. Opponent No. 2 has not denied involvement of the offending vehicle in the accident and death of deceased Shweta due to the said accident. Based on the aforesaid evidence it can be said to be proved that the death of the deceased was on account of the injuries sustained in the accident.

10. This takes me to the pivotal question as to whether the accident occurred due to the negligence of the driver of the offending vehicle. Learned Advocate for Opponent No.2 has strenuously argued that the burden of proving negligence lies upon the claimant and that such burden has not been satisfactorily discharged.

11. In this regard, it would be profitable to refer to the observations of the Hon'ble Bombay High Court in **Rammurti and others Vs. Madhukar and others, reported in 2016 ACJ 2350**, wherein it has been held that Motor Accident Claim proceedings are not required to be decided with the same rigour as a criminal trial and insistence upon strict proof beyond reasonable doubt would defeat the

very object of beneficial legislation. The Hon'ble High Court observed that documents prepared during the course of investigation can be safely relied upon to determine negligence on the touchstone of probabilities.

12. Though Exh. 49 which is judgment in SCC No. 319/2015 would show that the driver of the offending vehicle viz Shankar is acquitted in the matter, it does not impact the present claim as, there can be no quarrel with the proposition that liability under Section 166 of the Motor Vehicles Act is founded upon negligence. However, the degree of proof required in claim proceedings is not as stringent as that required in a criminal case. The claimant is not expected to prove rashness or negligence beyond all reasonable doubt. The Tribunal is required to determine the issue on the basis of preponderance of probabilities arising from the evidence on record.

13. Applying the aforesaid principles to the facts of the present case, the contemporaneous documents, namely copy of charge-sheet (Exh.18), copy of FIR (Exh.19), copy of FIR statement (Exh.20), copy of spot panchanama (Exh.21), copy of inquest panchanama (Exh.22), copy of postmortem report (Exh.23), when read conjointly, unmistakably indicate that the deceased succumbed to the injuries sustained on account of the impact caused by the offending vehicle.

14. Had the driver of the offending vehicle exercised reasonable care, maintained proper control over the vehicle and observed due caution while driving on a public road, the accident could have been averted.

15. It is trite that every driver using a public road owes a duty

of care not only to himself but also to other road users. Such duty obliges him to maintain proper lookout, control the vehicle effectively and drive at a speed commensurate with the prevailing road conditions. Failure to observe such elementary precautions constitutes negligence.

16. In the case at hand, there is absolutely no material to indicate any negligence on the part of the deceased. On the contrary, the evidence on record overwhelmingly establishes that the accident occurred because the driver of the offending vehicle failed to drive the vehicle with the degree of care and caution expected of a prudent driver.

17. In view of the aforesaid discussion and on a comprehensive appreciation of the oral as well as documentary evidence on record, I am persuaded to hold that the claimants have successfully established that the deceased died due to the accident involving offending vehicle and that the said accident occurred solely due to the rash and negligent driving of the driver of the offending vehicle. Consequently, **Issue No.1 is answered in the Affirmative.**

**As to Issue no. 2 :**

18. Opponent No.2 has contended that there was breach of the terms and conditions of the insurance policy and, therefore, the Insurance Company cannot be saddled with liability to indemnify the insured. To prove the said issue opponent No. 2 examined D.W.-1 who deposed that at the time of accident the driver of the offending vehicle was not having valid and effective driving licence as well as the offending vehicle was not having valid permit, therefore, the opponent No. 1 committed breach of terms and conditions of the policy. The learned advocate for opponent No. 2 vehemently contended that, as

there was breach of terms of conditions of the policy, pay and recover order be passed.

19. Opponent No. 2 has produced extract of driving licence of the driver of the offending vehicle (Exh.51). Perusal of driving licence it appears that the transport licence was issued on 14.08.1982 and it was lastly renewed on 22.01.2019 valid till 21.01.2022. Further it appears that there was validity gap in respect of transport licence from 31.05.2010 to 25.09.2014. Therefore, it appears that the driving licence of the driver of the offending vehicle was lapsed on 31.05.2010 and it was renewed on 25.09.2014. In view of above discussion, I am of the considered view that, the opponent No. 2 has proved that, on the date of accident the driver of the offending vehicle was not having valid and effective driving licence, therefore, opponent No. 1 had committed breach of terms and conditions of the insurance policy. Hence, **Issue No.2 is answered in the affirmative.**

**As to issue no. 3:-**

20. In view of the findings to issue nos. 1 and 2, the claim of the claimants for compensation become justifiable. As the claimants are legal heirs of the deceased, their claim for compensation cannot be questioned. This takes me to the aspect of quantum of compensation. Admittedly, the claimant was about 2 years of age on the date of accident, therefore, she was non earning person. It is useful to refer following citations to determine income of a child victim in motor accident cases:

21. The Hon'ble Apex Court in the case of **Krishan Gopal and another Vs. Lala and others, reported in 2014 (1) SCC 244** has

determined income of child died in a vehicular accident on 19.07.1992 and observed as under:

*“In our considered view, the aforesaid legal principle laid down in Lata Wadhwa's case with all fours is applicable to the facts and circumstances of the case in hand having regard to the fact that the deceased was 10 years' old, who was assisting the appellants in their agricultural occupation which is an undisputed fact. We have also considered the fact that the rupee value has come down drastically from the year 1994, when the notional income of the non- earning member prior to the date of accident was fixed at Rs.15,000/-. Further, the deceased boy, had he been alive would have certainly contributed substantially to the family of the appellants by working hard. In view of the aforesaid reasons, it would be just and reasonable for us to take his notional income at Rs.30,000/- and further taking the young age of the parents, namely the mother who was about 36 years old, at the time of accident, by applying the legal principles laid down in the case of Sarla Verma Vs. Delhi Transport Corporation, the multiplier of 15 can be applied to the multiplicand.”*

22.           **The Hon’ble Punjab and Haryana High Court in case of Kanishka Narang and anr Vs. Harbhajan Singh and ors, FAO 2350 of 2013 decided on 27.01.2022** observed as under:

*“Now, reverting to the case in hand, be it noted that Insurance Company has not challenged the Award. In the case in hand, the accident had taken place on 01.12.2008. Ever since the decision of the case, in which, the accident took place in 2004, as under consideration in Kurvan Ansari's case (supra) and also considering the date of death in Krishan Gopal's case (supra), the value of rupee has come down drastically. Besides this fact, it is also essential to take note that deceased Tanisha was studying in Sacred Heart Senior Secondary School, Chandigarh, which is one of the affluent schools of Chandigarh city and thus, considering the same, her chances of placement in life, were relatively bright. Taking all these things into consideration, the notional income can safely be taken to Rs.33,000/-, in the case in hand.*

*In this regard, reference is also been made to the decision of this Court in FAO No.159 of 2015, titled as Beet Nath and others vs. Gulab Singh and others, decided on 10.07.2017, wherein, notional income of a child, who died in an accident, which took place in 2012, was taken as Rs.50,000/-. Even, reference is made judgment*

*passed by this Court in Rajnit Kaur and others Vs. Sukhdev Pal and others 2020(1) RCR (Civil) 778, wherein, notional income of 12 year old child, qua the accident, which took place in 2006, was taken as Rs.40,000/-."*

23. Recently, the Hon'ble Apex Court in the case of **Master Ayush vs The Branch Manager, Reliance General Insurance Co. Ltd, (2022) 7 SCC 738** has however disapproved assessment of compensation on the basis of Notional Annual Income Rs.15,000/- and instead directed for calculating Notional Income on the basis of Minimum Wages payable to a Skilled Worker.

24. Considering the law laid down in the cases cited supra, more particularly the law laid down in the case of Kajal Vs. Jagdish and Master Ayush Vs. Branch Manager (*supra*), I am of the considered view that, income of the deceased girl is required to be considered as Rs.30,000/- per annum. As per the observations of the Hon'ble Apex Court in the case of Krishna Gopal (*supra*), considering the age of claimants i.e. 39 years and 35 years, appropriate multiplier would be "15". Hence, loss of dependency comes to Rs.4.50,000/- (Rs.30,000 X 15).

25. Under the conventional heads, in view of pronouncement of the Hon'ble Supreme Court in case of *Pranay Sethi* (*supra*), an amount of Rs.15,000/- is required to be awarded towards loss of estate. Further, a sum of Rs.15,000 /- is required to be awarded towards funeral expenses. Further, the claimants are entitled for consortium to the tune of Rs.40,000/- each. Taking into consideration aforesaid discussion, I am of the view that the claimants are entitled to compensation under various heads as under:

| Sr.No. | Particulars                     | Amount               |
|--------|---------------------------------|----------------------|
| 1      | Loss of dependency to claimants | Rs. 4,50,000/-.      |
| 2      | Loss of estate                  | Rs.15,000 /-         |
| 3      | Funeral expenses                | Rs.15,000 /-         |
| 4      | Consortium (40,000 X 2)         | Rs.80,000/-          |
|        | Total                           | <b>Rs.5,60,000/-</b> |

### **Liability to pay compensation:**

26. Learned advocate for opponent No. 2 vehemently submitted that, the opponent No. 1 committed breach of terms and conditions of the insurance policy, therefore, opponent No. 2 is not liable to pay the compensation.

27. The Hon'ble Apex court in the case of **Shamanna and anr Vs. The Divisional Manager the Oriental Insurance Co. Ltd, AIR 2018 Supreme Court 3726** has observed in para 6 and 7 as under:

*“6. In the case of third party risks, as per the decision in National Insurance Company Ltd Vs. Swarn Singh and others (2004) 3 SCC 297, the insurer had to indemnify the compensation amount payable to the third party and the insurance company may recover the same from the insured. Doctrine of "pay and recover" was considered by the Supreme Court in Swarn Singh case wherein the Supreme Court examined the liability of the insurance company in cases of breach of policy condition due to disqualifications of the driver or invalid driving licence of the driver and held that in case of third party risks, the insurer has to indemnify the compensation amount to the third party and the insurance company may recover the same from the insured. Elaborately considering the insurer's contractual liability as well as statutory liability vis-a-vis the claims of third parties, the Supreme Court issued detailed guidelines as to how and in what circumstances, “pay and recover” can be ordered. In para (110), the Supreme Court*

*summarised its conclusions as under:-*

*‘110. The summary of our findings to the various issues as raised in these petitions is as follows:*

*(i) Chapter XI of the Motor Vehicles Act, 1988 providing compulsory insurance of vehicles against third-party risks is a social welfare legislation to extend relief by compensation to victims of accidents caused by use of motor vehicles. The provisions of compulsory insurance coverage of all vehicles are with this paramount object and the provisions of the Act have to be so interpreted as to effectuate the said object.*

*(ii) An insurer is entitled to raise a defence in a claim petition filed under Section 163-A or Section 166 of the Motor Vehicles Act, 1988, inter alia, in terms of Section 149(2)(a)(ii) of the said Act.*

*(iii) The breach of policy condition e.g. disqualification of the driver or invalid driving licence of the driver, as contained in sub-section (2)(a)(ii) of Section 149, has to be proved to have been committed by the insured for avoiding liability by the insurer. Mere absence, fake or invalid driving licence or disqualification of the driver for driving at the relevant time, are not in themselves defences available to the insurer against either the insured or the third parties. To avoid its liability towards the insured, the insurer has to prove that the insured was guilty of negligence and failed to exercise reasonable care in the matter of fulfilling the condition of the policy regarding use of vehicles by a duly licensed driver or one who was not disqualified to drive at the relevant time.*

*(iv) Insurance companies, however, with a view to avoid their liability must not only establish the available defence(s) raised in the said proceedings but must also establish "breach" on the part of the owner of the vehicle; the burden of proof wherefore would be on them, (v) The court cannot lay down any criteria as to how the said burden would be discharged, inasmuch as the same would depend upon the facts and circumstances of each case.*

*(vi) Even where the insurer is able to prove breach on the part of the insured concerning the policy condition*

*regarding holding of a valid licence by the driver or his qualification to drive during the relevant period, the insurer would not be allowed to avoid its liability towards the insured unless the said breach or breaches on the condition of driving licence is/are so fundamental as are found to have contributed to the cause of the accident. The Tribunals in interpreting the policy conditions would apply "the rule of main purpose" and the concept of "fundamental breach" to allow defences available to the insurer under Section 149(2) of the Act.*

*(vii) The question, as to whether the owner has taken reasonable care to find out as to whether the driving licence produced by the driver (a fake one or otherwise), does not fulfill the requirements of law or not will have to be determined in each case.*

*(viii) If a vehicle at the time of accident was driven by a person having a learner's licence, the insurance companies would be liable to satisfy the decree.*

*(ix) The Claims Tribunal constituted under Section 165 read with Section 168 is empowered to adjudicate all claims in respect of the accidents involving death or of bodily injury or damage to property of third party arising in use of motor vehicle. The said power of the Tribunal is not restricted to decide the claims inter se between claimant or claimants on one side and insured, insurer and driver on the other. In the course of adjudicating the claim for compensation and to decide the availability of defence or defences to the insurer, the Tribunal has necessarily the power and jurisdiction to decide disputes inter se between the insurer and the insured. The decision rendered on the claims and disputes inter se between the insurer and insured in the course of adjudication of claim for compensation by the claimants and the award made thereon is enforceable and executable in the same manner as provided in Section 174 of the Act for enforcement and execution of the award in favour of the claimants.*

*(x) Where on adjudication of the claim under the Act the Tribunal arrives at a conclusion that the insurer has satisfactorily proved its defence in accordance with the provisions of Section 149(2) read with sub-section (7), as interpreted by this Court above, the*

Tribunal can direct that the insurer is liable to be reimbursed by the insured for the compensation and other amounts which it has been compelled to pay to the third party under the award of the Tribunal. Such determination of claim by the Tribunal will be enforceable and the money found due to the insurer from the insured will be recoverable on a certificate issued by the Tribunal to the Collector in the same manner under Section 174 of the Act as arrears of land revenue. The certificate will be issued for the recovery as arrears of land revenue only if, as required by sub-section (3) of Section 168 of the Act the insured fails to deposit the amount awarded in favour of the insurer within thirty days from the date of announcement of the award by the Tribunal.

(xi) The provisions contained in sub-section (4) with the proviso there under and sub-section (5) which are intended to cover specified contingencies mentioned therein to enable the insurer to recover the amount paid under the contract of insurance on behalf of the insured can be taken recourse to by the Tribunal and be extended to claims and defences of the insurer against the insured by relegating them to the remedy before regular court in cases where on given facts and circumstances adjudication of their claims inter se might delay the adjudication of the claims of the victims,' (Underlining added)

7. As per the decision in Swaran Singh case, onus is always upon the insurance company to prove that the driver had no valid driving licence and that there was breach of policy conditions. Where the driver did not possess the valid driving licence and there are breach of policy conditions, "pay and recover" can be ordered in case of third party risks. The Tribunal is required to consider as to whether the owner has taken reasonable care to find out as to whether the driving licence produced by the driver, does not fulfill the requirements of law or not will have to be determined in each case."

28. In view of the observations of the Hon'ble Apex Court in the case cited supra, when the opponent No. 2 has duly proved the breach of terms and conditions of the insurance policy, Opponent No. 2 being insurer of the offending vehicle is liable to pay the compensation amount determined above and thereafter to recover the same from the

owner of the vehicle i.e. opponent Nos. 1/1 to 1/3 by following due process of law.

**Interest:**

29. There is no straight jacket formula to award the rate of interest on the compensation amount. Considering all the circumstances, rate of interest of 7% would meet the ends of justice. However, as per order passed below Exh. 44 the claimants are not entitled for insurance from 24.12.2019 to 07.08.2025. Hence, **issue no. 3 is answered accordingly.**

**As to issue No. 4:**

30. In view of the aforesaid findings, on issues no.1 to 3, the claim petition is required to be partly allowed. Accordingly, I proceed to pass the following order:-

**::O R D E R::**

1. The Petition is partly allowed.
2. Opponent no. 2 to pay the compensation amount **Rs.5,60,000/-** (Rupees Five Lakhs Sixty Thousand only) including the NFL amount, if any, to the claimants with interest thereon at the rate of interest 7% per annum, from the date of this application till 23.12.2019 and from 08.08.2025 till realization of entire amount, and thereafter to recover the said amount from the owner of the offending vehicle i.e. opponent Nos. 1/1 to 1/3.
3. Claimants are not entitled for interest from 24.12.2019 to 07.08.2025.
4. The Opponents and/or the Insurer are directed to deposit the

awarded amount to the credit of Current Account No.40460537496 having I.F.S.Code No.SBIN0020039 of the District Judge and Member, Motor Accident Claims Tribunal, Osmanabad maintained with State Bank of India, Branch-District Court, Osmanabad directly by NEFT/RTGS.

5. The claimants to pay deficit court fee, if any, before the disbursement of the compensation.
6. Claimants are entitled for receipt of Rs. 5,60,000/-, including NFL amount if any, with applicable interest in equal proportion.
7. Out of amount payable to claimants, an amount of Rs.1,00,000/- each be kept in their respective fixed deposit account in any Nationalized bank for the period of five years and remaining amount of their respective share along with interest be transferred to their bank account on proper verification.
8. Opponents shall pay the proportionate costs to claimants and bear their own.
9. The claimants shall produce their PAN Card, Adhar card and their Nationalized Bank Account details for withdrawal of the compensation amount.
10. Award be drawn accordingly.
11. MACP no. 452/2018 stands disposed off.

Date:- 07.08.2026

(A.D. Deo)  
Chairman,  
Motor Accident Claims Tribunal,  
Osmanabad

**CERTIFICATE**

I affirm that, the contents of this P.D.F. file Judgment/order are same, word to word, as per the original Judgment/order.

|                                          |    |                                           |
|------------------------------------------|----|-------------------------------------------|
| Name of Stenographer                     | -- | A.A. Pawar, Stenographer (Grade-I)        |
| Court                                    | -- | District Court, Osmanabad (On Deputation) |
| Date                                     | -- | 07.08.2026                                |
| Order signed by the Presiding Officer on | -- | 07.08.2026                                |
| Order uploaded on                        | -- | 07.08.2026                                |