



Presented on 17/12/2022  
Registered on 17/12/2022  
Decided on 20/03/2026  
Duration Y. M. D.  
03 03 03

**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL,  
RAIGAD-ALIBAG**

**(PRESIDED OVER BY S.D.Bhagat)**

**Motor Accident Claim No.293/2022.  
CNR No.MHRG010021522022  
Exh.No. 62/A**

1. **Jayshree Sanjay Bhayde**  
Age: 47 Yrs., Occ. : housewife
2. **Sanika Sanjay Bhayde**  
Age: 18 Yrs., Occ. : Education
3. **Sai Sanjay Bhayde** **...Petitioners.**  
Age: 12 Yrs., Occ. : Education
4. **Pandurang Ramchandra Bhayde (Dead)**
5. **Suman Pandurang Bhayde**  
Age : 76 yrs, Occ. Housewife

Applicant No.1 herself and  
guardian of applicant No.3.

**All are R/o.43/A, Lokmanya Tilak Road  
Murud-Janjira, Tal.Murud, Dist.Raigad.**

V/s.

1. **M/s.Prasanna Purple Mobility Solution  
396 Shaniwar Peth, Pune-411 030  
Maharashtra.**

- 2. The Manager,  
Oriental Insurance Com.Ltd.**  
Panvel Branch, Nilkanth Prestige  
Plot No.73, Swami Nityanand Marg,  
in front of Payoniar Society  
Tal.Panvel, Dist.Raigad. **...Opponents.**

Claim under section 166 of  
the Motor Vehicle Act, 1988  
for the compensation..

**Appearance:** Adv. Shri.D.S.Balkawade for the petitioners.  
Adv.Shri.Mayur Bankar for the opponent No.1  
Adv.Shri.A.M.Deshmukh for the opponent No.2

**J U D G M E N T**  
(Delivered on 20/03/2026)

**Introduction :-**

This is a petition under Section 166 of the Motor Vehicles Act, 1988 seeking just compensation on account of the death of Sanjay Pandurang Bhayade in a motor vehicular accident.

**02.** The applicants contend that on the night intervening 18/09/2022 and 19/09/2022, deceased Sanjay Bhayade was travelling in Shivshahi Bus No.MH-14/GU-3104 from Pandharpur towards Pune. At about 12:05 a.m. on 19/09/2022, near Sonai Hotel, in front of Shri Swami Samarth Transport, on Saswad-Pune Road, within limits of Village Uruli Devachi and Loni Kalbhor Police Station, the said bus, driven rashly and negligently, changed its lane, went into the opposite lane and

dashed head-on against Container No. MH-18-AA-7190, resulting in the fatal injuries of the deceased.

**03.** The applicants have claimed compensation on the footing that the deceased was aged about 52 years, was serving as Librarian at Janjira-Murud Public Library, and was also allegedly earning additional income from agricultural/orchard land.

**04.** The respondents resisted the petition. The insurer denied negligence, dependency, age, income and initially even disputed policy confirmation. The owner also denied negligence and attempted to shift blame on the container driver.

**Pleadings in Brief :-**

**05.** The case of the applicants is that the deceased was returning after attending a meeting of the Maharashtra State Library Association at Pandharpur and was travelling with one Prakash Kashinath Patil in the Shivshahi bus. According to them, the driver of the said bus drove it at excessive speed, negligently and carelessly, ignored the road condition, changed the lane and gave a frontal dash to the container coming from the opposite direction. The deceased sustained serious injuries, was taken to Sassoon Hospital, Pune, and was declared dead.

**06.** It is further pleaded that the deceased was in permanent service in Janjira-Murud Public Library and was earning salary. It is also pleaded that he had orchard/agricultural income. The applicants thus claimed compensation from respondent No.1 as owner and respondent No.2 as insurer.

**07.** The written statement of respondent No.2 - insurer shows a formal denial of material averments. The insurer denied negligence, income, dependency, involvement of the bus, and also raised defences regarding driving licence, permit, fitness and statutory compliances. The owner, while generally denying the claim, in the latter part of his written statement admitted that respondent No.1 was owner of bus No. MH-14-GU-3104, that the bus was insured with respondent No.2, and that the driver was driving the bus in the course of his employment. The owner, however, blamed the container driver for the accident.

**Issues / Points for Determination :-**

**08.** The following issues were framed, which are treated as points for determination:

| <b>Sr.No</b> | <b>Issues</b>   | <b>Findings</b> |
|--------------|---|-----------------|
| 1            | Whether petitioners prove that, Sanjay Pandurang Bhayde, died in a vehicular accident dt.19/09/2022 at about 12.05 p.m. occurred on Saswad Pune road near Sonai Hotel within the jurisdiction of Loni Kalbhor police station due to rash or negligent driving on the part of driver of Shivshahi Bus No.MH-14/GU-3104 ? | ...Proved.      |
| 2.           | Whether petitioners proves that driver of aforesaid Shivshahi Bus No.MH-14/GU-3104 drove it rashly and negligent driving ?  | ...Proved.      |
| 3.           | Whether petitioners proves that, the above  | ...Proved.      |

mentioned Shivshahi Bus No.MH-14/GU-3104 was owned by respondent ?

4. Whether petitioners entitled for compensation ? If yes, from whom and what should be the quantum ? ... Partly affirmative
5. What order ? As per final order.

### **REASONS**

09. For the sake of clarity, it may be noted that Issue No.1 mentions “12.05 p.m.”, whereas the pleadings and evidence consistently show the time as 12:05 a.m. in the night. The issue is therefore considered in that factual background.

#### **Evidence :-**

10. To prove their case, the applicants examined:  
 PW.1 Smt. Jayshree Bhayade, widow of the deceased.  
 PW2 Shri Achyut Chavan, Secretary (Acting) / office bearer of Janjira-Murud Public Library.

#### **The applicants relied upon the following documents :-**

11. FIR, Spot Panchanama, Inquest Panchanama, Advance Death Certificate, School Leaving Certificate of deceased, Insurance Policy copy, 7/12 extract, Aadhaar card, Authority letter of PW2, Library certificate, Appointment letters, Promotion / resolution papers, Salary documents for June, July and August 2022.

12. The respondents did not lead oral evidence. The bus driver was not examined. No officer from the insurer was examined to prove breach of policy conditions. No independent

evidence was adduced by the respondents to probabalise their defence that the container driver alone was responsible.

**Discussion and Findings :-**

**As to Issue Nos. 1 and 2 :-**

Whether the deceased died in the motor accident in question due to rash and negligent driving of Shivshahi Bus No. MH-14/GU-3104, and whether the driver of the said bus drove it rashly and negligently ?

**13.** These two issues are closely connected and are therefore taken up together.

**Appreciation of Evidence :-**

**14.** P.W.1 Smt. Jayshree Bhayade has stated on oath that the deceased had attended a meeting at Pandharpur and while returning to Pune in Shivshahi Bus No. MH-14/GU-3104 with his colleague Prakash Patil, the bus met with an accident at about 12:05 a.m. near Sonai Hotel on Saswad-Pune Road. According to her, the bus driver drove the bus at excessive speed, negligently and carelessly, changed the lane and went into the opposite lane and dashed against the container coming from Saswad side.

**15.** In her cross-examination, PW1 candidly admitted that she was not an eye-witness, that she had not personally seen the accident spot before or after the accident, and that Prakash Patil was the eye-witness. These admissions certainly show that her knowledge about the actual manner of the accident is not from direct perception but from subsequent

information and record. Therefore, her testimony by itself cannot be treated as direct ocular evidence on the manner of accident.

**16.** However, that does not conclude the matter against the claimants. Proceedings under the Motor Vehicles Act are summary in nature, and the standard of proof is not as strict as in a criminal trial. What the Tribunal has to see is whether the accident and negligence are established on the touchstone of preponderance of probabilities.

**17.** In the present matter, the applicants have produced the FIR and Spot Panchanama. PW1 has also referred to the registration of Crime No. 499/2022 at Loni Kalbhor Police Station against the driver of the Shivshahi bus under Sections 304-A, 279, 337, 338 IPC and Section 184 of the Motor Vehicles Act. Though registration of FIR is not by itself conclusive proof of negligence, it is a contemporaneous document and has substantial corroborative value in a claim petition of this nature. The FIR and the police record lend assurance to the applicants' version that the prosecution agency found prima facie culpability on the part of the bus driver.

**18.** More importantly, the respondents, who were in a far better position to explain the true manner of accident, have chosen not to lead any evidence. The driver of the Shivshahi bus, who was the most material witness for the respondents, was not examined. No conductor, no official representative having personal knowledge of the accident, and no other occupant of the bus was examined by the owner. The insurer

also did not examine any investigating officer or any other witness to probabalise that the container driver alone was negligent.

**19.** The written statement of respondent No.1 contains a detailed narrative attempting to blame the container driver. But pleadings are not evidence. That version remained wholly unproved, because respondent No.1 did not step into the witness box nor examine the driver. Thus, the alternate story put forward by the respondents remains a mere pleading unsupported by proof.

**20.** The defence also raised non-joinder of the container driver or bus driver. In a motor accident claim, such objection cannot by itself defeat a just claim where negligence of the offending vehicle before the Tribunal is otherwise probabalised. If one tortfeasor is sued and the evidence shows negligence of that vehicle, the claim is maintainable. Further, the bus driver was admittedly in employment of respondent No.1, and his act binds the owner.

**21.** The evidence of PW1 further shows that the deceased suffered fatal injuries in the said accident and was declared dead at Sassoon Hospital. This part stands corroborated by the death-related documents and has not been seriously demolished in cross-examination.

**22.** Thus, although there is no direct eye-witness examined by the applicants, the Tribunal cannot lose sight of the following cumulative circumstances. The accident involving Shivshahi Bus No. MH-14/GU-3104 is not genuinely disproved.

The FIR was lodged against the bus driver. The bus driver and owner were the persons best suited to explain the actual occurrence, yet they withheld oral evidence. The respondents' theory blaming the container driver is not proved by any admissible evidence. In claim proceedings, negligence can be inferred from attendant circumstances and contemporaneous police record if the same remains unrebutted.

**23.** In these circumstances, I am satisfied that the applicants have succeeded in proving, on the standard of preponderance of probabilities, that the accident occurred due to rash and negligent driving of the Shivshahi bus driver. Accordingly, Issue No.1 is answered in the Affirmative. Issue No.2 is also answered in the Affirmative.

**As to Issue No. 3 :-**

Whether petitioners prove that the above mentioned Shivshahi Bus No. MH-14/GU-3104 was owned by respondent?

This issue does not present much difficulty.

**24.** The applicants have consistently pleaded that bus No. MH-14/GU-3104 belonged to respondent No.1. In the written statement filed on behalf of respondent No.1, though there are initial denials in a general form, the later and specific pleadings clearly state that respondent No.1 is the owner of the said Shivshahi bus. Respondent No.1 has in fact relied upon the registration certificate, tax receipt, permit and fitness certificate of the bus. Thus, the ownership of bus No. MH-14/GU-3104 by respondent No.1 stands practically admitted.

**25.** Further, respondent No.1 also pleaded that the bus driver was driving the vehicle in the course of employment and with permission of respondent No.1. Therefore, the relationship between owner and driver also stands admitted. Hence, there is no reason to hold otherwise. Hence, Issue No.3 is answered in the Affirmative.

**As to Issue No. 4 :-**

Whether petitioners are entitled for compensation? If yes, from whom and what should be the quantum?

This is the principal issue in the petition.

**(A) Age of the deceased :-**

**26.** The applicants have pleaded that the deceased was aged 52 years and his date of birth was 31/08/1969. The School Leaving Certificate has been produced and marked. The respondents have denied the age formally, but have not produced any contrary material. The school record is the best available documentary proof on age in such matters. Accordingly, I hold that the deceased was 52 years old at the time of accident.

**(B) Occupation and salary income :-**

**27.** The applicants pleaded that the deceased was working as Librarian in Janjira-Murud Public Library and was drawing salary. In support of this, PW2 Shri Achyut Prabhakar Chavan has entered the witness box. PW2 is an office bearer of the institution and has produced :- authority letter, library

certificate, appointment letter as Assistant Librarian, promotion / appointment as Librarian, salary documents for June, July and August 2022.

**28.** PW2 has specifically deposed that the deceased joined as Assistant Librarian on 01/02/1992, was promoted as Librarian on 01/04/1998, and continued to serve as Librarian till his accidental death on 19/09/2022.

**29.** Initially, PW2 stated that the deceased was drawing Rs. 13,500/- per month. However, he further explained that under Government Resolution dated 21/12/2022, with retrospective effect from 01/04/2022, the grant was enhanced by 60%, and the salary of the post of Librarian stood revised to Rs. 17,693/- per month. He also stated that the arrears for the period from 01/04/2022 to 18/09/2022 amounting to Rs. 23,481/- were later credited to the account of the deceased by cheque dated 16/03/2023.

**30.** This part of evidence is important. Though the difference amount was paid after death, the revision operated retrospectively from 01/04/2022, i.e., much prior to the accident. Hence, the monthly income legally payable to the deceased on the date of accident has to be taken as Rs. 17,693/-, and not merely the earlier unrevised figure of Rs. 13,500/-.

**31.** The cross-examination of PW2 does not shake this evidence in any substantial manner. It is true that PW2 admitted he was not a committee member before 2010 and that no document of approval by Assistant Director was produced. But these answers do not destroy the core of his testimony that the

deceased was actually serving in the institution as Librarian and was paid salary by the institution. The employer's documents produced through PW2 remain unrebutted. There is no evidence from the respondents to show that the deceased was not in service, or that the salary certificate and salary entries are false. Therefore, I safely accept the salary income of the deceased at Rs. 17,693/- per month.

**(C) Agricultural / orchard income :-**

**32.** The applicants also pleaded that the deceased had orchard land at Village Walwati and was earning Rs. 9,000/- per month from supari, coconut and mango plantation.

**33.** However, on this aspect, the evidence is not cogent enough. The applicants have produced 7/12 extract and a certificate showing membership in the co-operative society. These documents may indicate possession or membership, but they do not prove actual net monthly income of Rs. 9,000/- from agriculture/horticulture. No sale receipts, crop statements, yield records, bank entries, account books, or independent evidence of agricultural income are produced. A mere assertion of income, unsupported by reliable documentary material, cannot be mechanically added while determining loss of dependency. Therefore, I am not inclined to include the alleged agricultural income of Rs. 9,000/- per month in the computation.

**(D) Future prospects :-**

**34.** The deceased was in permanent salaried employment. Since he was aged 52 years, an addition towards future prospects at 15% is warranted.

**Thus :-**

Monthly salary income = Rs. 17,693/-

15% future prospects = Rs. 2,654/- (rounded)

Total monthly income for computation = Rs. 20,347/-

**(E) Deduction towards personal and living expenses :-**

35. The petition shows that there are five claimants, namely wife, children and parents. Where the number of dependents is such, deduction towards personal expenses of the deceased is ordinarily 1/4th.

**Thus :**

Monthly contribution to family = Rs.20,347 - 1/4th =  
Rs. 15,260/- (approx.)

Annual dependency = Rs.15,260 × 12 = Rs. 1,83,120/-

**(F) Multiplier :-**

For age 52 years, the proper multiplier is 11.

Therefore, Loss of dependency = Rs.1,83,120 × 11 =  
Rs. 20,14,320/-.

**(G) Conventional Heads :-**

The applicants are also entitled to amounts under conventional heads.

36. Since the petition itself discloses the widow, children and parents as claimants, compensation under consortium is payable. Accordingly,

Spousal consortium to applicant No.1 = Rs.40,000/-

Parental consortium to applicant Nos.2 and 3 = Rs.80,000/-

Filial consortium to applicant No. 5 = Rs.40,000/-

**Total consortium = Rs.1,60,000/-.**

**Further :-**

Loss of estate = Rs.15,000/-.

Funeral expenses = Rs.15,000/-.

**37.** The separate claim for “travel expenses” cannot be granted independently once conventional heads are being awarded in accordance with settled principles.

**(H) Total compensation :-**

Accordingly, the just compensation works out as under :-

| <b>Sr. No.</b> | <b>Head</b>        | <b>Amount</b>          |
|----------------|--------------------|------------------------|
| 1              | Loss of dependency | Rs. 20,14,320/-        |
| 2.             | Consortium (total) | Rs. 1,60,000/-         |
| 3.             | Loss of estate     | Rs. 15,000/-           |
| 4.             | Funeral expenses   | Rs. 15,000/-           |
|                | <b>Total =</b>     | <b>Rs. 22,04,320/-</b> |

**38.** Thus, the applicants are entitled to total just compensation of **Rs. 22,04,320/-**.

**(I) Liability :-**

Respondent No.1 is the owner of the offending bus.

**39.** The policy produced on record and the specific pleadings of respondent No.1 show that the bus was insured with respondent No.2 on the date of accident. Though the insurer initially raised a plea that policy and 64VB compliance were not confirmed, it has led no evidence to substantiate that defence. Similarly, pleas regarding absence of valid licence, permit or fitness are only pleaded but not proved. No witness from RTO, no policy officer, and no investigating witness has been examined by the insurer. Hence, breach of policy

conditions is not established. Therefore, respondent Nos.1 and 2 are jointly and severally liable, and respondent No.2 - insurer being the indemnifier is bound to satisfy the award.

**(J) Interest :-**

40. The applicants have claimed interest at 18% per annum. However, in the facts of the case, interest at 7.5% per annum from the date of petition till realization would be just and proper. Hence, I answered issue no.4 partly in the Affirmative.

41. The applicants are entitled to **Rs.22,04,320/-** with interest at 7.5% per annum from the date of petition till realization, jointly and severally from respondent Nos.1 and 2, to be satisfied by respondent No.2 – insurer.

**As to Issue No. 5 :-**

What order ?

42. In view of the findings recorded above, the petition deserves to be partly allowed.

**ORDER**

1. The petition is partly allowed.
2. It is hereby held that Sanjay Pandurang Bhayade died in the motor vehicular accident dated 19/09/2022 due to rash and negligent driving of Shivshahi Bus No. MH-14/GU-3104.

3. The applicants are entitled to total compensation of Rs. **22,04,320/-** (Rupees Twenty Two Lakhs Four Thousand Three Hundred Twenty only).
4. The said amount shall carry interest at the rate of 7.5% per annum from the date of filing of the petition till its full realization.
5. Respondent Nos.1 and 2 are jointly and severally liable to pay the said compensation. However, respondent No.2 - Oriental Insurance Company Ltd., being the insurer of the offending bus on the date of accident, shall deposit the entire awarded amount with accrued interest before this Tribunal within two months from the date of this judgment.
6. If any amount has already been paid to the applicants under Section 140 of the Motor Vehicles Act or any other interim arrangement, the same shall be adjusted while disbursing the final compensation.
7. On deposit of the amount, the compensation shall be apportioned amongst the applicants as under:  
Applicant No.1 – 45%  
Applicant No.2 – 20%  
Applicant No.3 – 20%  
Applicant No.5 – 15%
8. Out of the share of Applicant No.1, 50% amount shall be released to her by account payee transfer after due verification, and the remaining 50% shall be invested in

fixed deposit in a nationalized bank for a period of three years.

9. Out of the shares of Applicant Nos.2, 3 & 5, 50% amount of each share shall be released to them by account payee transfer after due verification, and the remaining 50% amount of each share shall be invested in fixed deposit in a nationalized bank for a period of three years.
10. In case any of the said applicants is found to be a minor, his/her entire share shall be invested in fixed deposit till attaining majority, with liberty to the natural guardian to withdraw periodical interest for welfare, education and maintenance, subject to permission of the Tribunal.
11. The applicants shall pay deficit court fees, if any, on the amount awarded, in accordance with law.
12. Respondent No.2 shall also pay proportionate costs of the petition to the applicants.
13. Award be drawn accordingly.

Alibag,  
Date :- 20/03/2026

(S.D.Bhagat)  
Ex-officio Member, M.A.C.T.  
Raigad-Alibag.