

Judgment...

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M.A.C.P No.123/2021

MHST010013112021



Received on : 07.07.2021

Registered on : 16.07.2021

Decided on : 16.06.2026

Duration : Ys. Ms. Ds.

04 10 09

BEFORE THE MEMBER, MOTOR ACCIDENT CLAIMS

TRIBUNAL, SATARA, AT SATARA.

(PRESENT : AMIT M. SHETE)

M.A.C.P No. 123 / 2021

Exh. No.

The Divisional Manager

Maharashtra State Road Transport

Corporation, Satara, Division Satara

..... Petitioner

Versus

1. Harishchandra Ganpat Shinde

Age-40 yrs., Occu. Business

R/o Ranand Tal.Man Dist.Satara

2. Tata AIG General Insurance Co.Ltd.

1st Floor, Unit No.1, Uttekar Arcade,

Pune Bangalore road, Satara,

Maharashtra 415003.

..... Opponents

Claim for damages u/s. 166 of M.V. Act,1988.

Appearances;

Mr. A.C. Jagtap Ld. Advocate for Petitioner.

Mr. N.V. Bhosale Ld. Advocate for Opponent no.1.

Mr. S.B. Govekar, Ld. Advocate for Opponent no.2.

J U D G M E N T

(Delivered on 16th June, 2026)

1. This claim petition is filed seeking compensation for the damage sustained to the ST in vehicular accident took place on 16.01.2021 at about 10.30 p.m. to the tune of Rs.66,437.39/-.
2. The facts in nutshell are as under :-

On 16.01.2021 the S.T. Driver, Shri Bapurao Pandurang Yadav, having his badge No.5209 and attached to Koregaon Depot was driving S.T. Bus bearing No.MH-09-FL-0074 on its schedule trip from Koregaon-Satara-Hyderabad. He was accompanied by Conductor, Shri Santosh Ganpat Kumbar, having badge No.17840 & attached to Koregaon Depot. When the said S.T. bus was travelling on Satara to Solapur road and reached within the limits Wardhangad, Tal. Khatav, Dist. Satara at about 10.30 p.m., at that time one tractor bearing No.MH-11-CQ-3825 with two attached trolleys, which was travelling from Solapur to Satara came from opposite side of the S.T. bus in high & excessive speed gave dash on the right side rear portion of the S.T. bus. The respondent No.1 driving his tractor in Ghat Section of Wardhangad Ghat in zigzag manner, without taking proper care and caution while driving at night time with two attached trolleys. In the said accident, right back side show, tin, bumper, pillar, window frame, windshield frame, etc. of S.T. bus was totally damaged. The said accident took place only because of fault of tractor driver. Hence, the claim seeking damages.

3. The opponent no.1 though served and appeared, failed to file his written statement, and therefore, vide order dt.04.05.2026, the evidence of opponent no.1 was closed.

4. The opponent no.2 appeared and filed its written statement (Exh.18) and denied the claim in toto. It is contended that the accident has not occurred due to negligent driving of the opponent no.1. The tractor driver was not holding any valid driving licence. The police filed the charge sheet u/s 3(1)/181 of M.V. Act against the tractor driver. The insurance company of bus has not been made party and therefore, the claim is not maintainable. On these and other grounds, the opponent no.2 prayed for dismissal of the claim to their extent.

5. Upon rival pleadings of the parties, my Learned Predecessor has framed the issues below Exh.20. I am recording my findings along with the reasons on those issues as under;

ISSUES	FINDINGS
1. Does the claimant prove that, S.T. Bus bearing No. MH-09-FL-0074 was damaged in an accident arising out of use of motor vehicle ?	Yes.
2 Does the claimant prove that, impugned accident has occurred due to wrongful act, neglect or default of the driver of tractor bearing No.MH-11-CQ-3825 ?	Yes.
3 Does opponent No.2 prove that, the driver of the S.T. bus contributed to the negligence in causing the impugned accident ?	No.

ISSUES**FINDINGS**

4 Does opponent No.2 prove that, the claim petition is bad for non joinder of necessary parties ?

No.

5 Does opponent No.2 prove that, it is not liable to pay the compensation due to breach of terms and conditions of the policy ?

No.

6 Is the claimant entitled for compensation? If yes, to what extent and from whom ?

Yes,
to the tune of
Rs.66,437.39/- jointly &
severally from both
opponents.

7 What order and award ?

As per final order.

REASONING

6. The Petitioner filed affidavit of two witnesses i.e. PW 1Bapurao Yadav (Exh.15) and PW 2 Hemant Nale (Exh.16) and relied upon the documents appended with list Exh.4. The FIR (Exh.21 and 22), spot panchanama (Exh.23), certified copy of insurance policy of tractor (Exh.24), computer copy of R.C. of Tractor (Exh.25), computer copy of E-VAHAN certificate (Exh.26), original copy of work order and labour report (Exh.27), original copy of issue vouchers (Exh.28 to 30), original copy of progress report (Exh.31), original copy of costing sheet (Exh.32) and copy of authority letter (Exh.33). Later on, the petitioner filed affidavits of PW.1 and 2 (Exh.15 and 16). The petitioner by filing pursis (Exh.35) closed the evidence.

7. The opponent no.1 though appeared failed to contest the petition. The opponent no.1 even failed to lead any evidence. The

opponent no.2 was called upon to lead its evidence however, by filing pursis (Exh.36), they closed their evidence.

8. At the time of arguments, the petitioner contended that the petitioner has established the accident which has been caused due to rash and negligent driving by the tractor driver. The opponent no.2 has taken only defence of filing charge sheet as per Sec.3(1)/181 of M.V. Act. However, the claim filed is seeking damages.

9. Per contra, the opponent no.2 by filing written notes of argument (Exh.37) raised various grounds including not entitlement for the charges towards the bus being not plied and remain idle. The tractor driver was charged with driving without licence and hence, denied the liability to pay.

As to Issue Nos.2, 3 and 4 :-

10. In order to prove the accident, the petitioner produced on record the report dt.17.01.2021 lodged by ST driver. On perusal of the said report, it is evident that the report was lodged against tractor driver. The spot panchanama goes to show that the accident occurred due to negligent driving by the tractor driver.

11. As per the settled law, if the report is lodged against the driver of vehicle, it has to be presumed that the accident occurred due to rash and negligent driving by the said driver. Here, the opponents, be it opponent no.1 or 2 has not lead any evidence to rebut the said presumption. The report shows that after the accident, the tractor driver fled away from the spot. Thus, the positive evidence lead by the petitioner remained unchallenged and unshaken.

12. The opponent no.2 took the defence of contributing negligence by ST driver however, there is no evidence lead by the opponent in support of the said contention. That apart, it is contended that the insurance company of ST bus has not made party however, considering the claim for damages against third party, the insurance company of offending tractor is the only necessary party and therefore, the said point is also answered in the negative. Hence, I answer the said issues accordingly.

As to issue no.1, 5 and 6 :-

13. The petitioner filed present claim petition seeking damages caused to the said ST in vehicular accident occurred on 16.01.2021. In order to support the same, the petitioner relied upon work order and labour report, vouchers, progress report and costing sheet. On perusal of the same, it is evident that the rear side of said ST bus got damaged in the vehicular accident. For the repairs, the said ST bus was taken to workshop of Satara ST depot. The repair was carried out as per work order dt.20.01.2021 (Exh.27).

14. As per the evidence brought on record by the petitioner, the said ST bus sustained damages in the vehicular accident took place on 16.01.2021 for which, its repair work was carried out within Satara depot. The work was going on for 11 days. In the meantime, the said ST bus remained idle.

15. The petitioner also produced on record the evidence of Shri Hemant Nale and Shri Baburao Yadav who was ST driver. As per their evidence, the accident occurred due to rash and negligent

driving by the tractor driver. In the accident, the ST sustained damages for which the repair works was carried out. The repair works costed Rs.66,437.39/- as per the evidence of Shri Hemant Nale, who was employee with ST depot in the accident branch.

16. The opponent no.2 failed to extract any material from the evidence of Hemant Nale so as to disbelieve the actual cost of repair works. In absence of the same, it has to be said that the ST bus incurred total expenses of Rs.66,437.39/-.

17. The opponent no.2 Insurance company is denying their liability on the ground of breach of terms and conditions by the opponent no.1 who is insured. However, except the stand, the opponent no.2 failed to lead any evidence in support of the same. In absence of any material to show breach of terms and conditions, it has to be said that the opponent failed to establish the same.

18. Thus, considering the material on record in the context of pleading, it has to be said that the petitioner proved the accident which has occurred due to rash and negligent driving by tractor driver. In the accident, the ST bus had sustained damages on its tail side. For repairs, the ST has incurred expenses to the tune of Rs.66,437.39/-. As per the police papers, the accident occurred due to fault of tractor driver and therefore, it is the joint and several liability of the opponent no.1 and 2 to pay the damages. Thus, I answer the issues accordingly.

Issue no.7 :-

19. For the reasons noted above, it has been held that the accident

occurred due to rash and negligent driving by tractor driver due to which the ST bus sustained damages. The ST incurred expenses of Rs.66,437.39/-. The offending tractor was insured with the opponent no.2. In absence of any contrary evidence, the policy was in force and there is no material brought on record by the opponent no.2 so as to absolve their liability. Thus, on the basis of material available on record, it is the opponent nos.1 and 2 who are jointly and severally liable to pay the compensation.

20. The Petitioner is claiming interest @ 18% p.a. from the date of filing of claim petition till its realization. Considering the peculiar facts and the total amount of compensation so awarded, I am of the view that, the interest @ 9% p.a. would be just and proper.

21. The opponent has to deposit the amount of compensation by RTGS/NEFT in the account of District Judge 1 and Additional Session Judge, Satara. As such the details of the said account are as follows :

Account Name	District Judge 1 and Additional Session Judge, Satara
Account Number	40827526333
Name of Bank	State Bank of India, Br. Collectorate Satara
IFSC Code	SBIN0010713

In the result and in answer to issue No. 7, I pass the

following order;

ORDER

- 1 The claim petition is allowed with no order as to costs.
2. The Opponent nos.1 and 2 are jointly and severally directed to pay an amount of Rs.66,437.39/- [Rupees Sixty Six Thousand Four Hundred Thirty Seven only] to the Petitioner along with interest thereon @ 9% p.a. from the date of filing of petition, till its realization.
3. The petitioner is directed to pay deficit court fees, if any, within a period of three weeks from today.
4. Award be drawn up accordingly.

(Dictated and Pronounced in open Court.)

Satara.
dtd.: 16.06.2026

(Amit M. Shete)
Member, M.A.C. Tribunal, SATARA.