

**HEADING OF DECISION IN A MOTOR
ACCIDENT CLAIM CASE**

**IN THE COURT OF THE ADDITIONAL
DISTRICT JUDGE-CUM-JUDGE, 3rd M.A.C.T.,
BARGARH**

Present: Shri Priyaranjan Barik, B.Sc, LL.M.
Additional District Judge -cum-
Judge, 3rd MACT, Bargarh
(J.O. Code –OD- 00376)

Dated the 27th day of December, 2025
M.A.C. CASE NO. 57/03 of 2020-24

- 1) Ramchandra Sabar, aged about 45 years, S/o. Late Madhuban Sabar, occupation - Service;
- 2) Bhajamani Sabar, aged about 39 years, W/o. Ramachandra Sabar, occupation – Dependent, Both are the residents of village – Podapali, P.O. Goimundi, P.S. Khariar, Dist. Nuapada, 766107
... Petitioners

-V e r s u s-

1. Sheikh Iqbal Ahmed, S/o. Sheikh Abdul Karim, At/P.O. Mandocil, Dist. Bargarh; and
2. The Divisional Manager, Oriental Insurance Co. Ltd., VSS Marg, Sambalpur – 768001
3. Jitendra Sabar, S/o. Hemlal Sabar, R/o. Sunarisikuan, P.O. kirikita, P.S. Khariar, Dist. Nuapada, 766118
4. The Legal Manager, Shri Ram General Insurance Company Ltd., Plot No.2863/3719, Geetanjali Complex, Bhubaneswar-751002
... Opposite Parties

Counsel for the Petitioners: Adv. Shri P. K. Sharma
Counsel for O.P. No.1 :Adv. Shri D. Acharya &
Associates

Counsel for O.P. No.2 :Adv. Shri P. K. Mahapatra

Counsel for O.P. No.3 :None (Ex parte)

Counsel for O.P. No.4 :Adv. Shri A. K. Dash

<u>Date of Argument:</u> 20.12.2025	<u>Date of Judgment:</u> 27.12.2025
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J U D G E M E N T

1. This claim application u/s.166 of Motor Vehicle Act, 1988 has been filed by the claimants-petitioners, namely, Ramachandra Sabar & Bhajamani Sabar who are the father and mother of the deceased respectively; claiming compensation to the tune of Rs.60,45,840/-(Rupees Sixty Lakhs Forty Five Thousand Eight Hundred forty only) for the motor vehicular accidental death of deceased Raj Kumar Sabar.

Owner of the offending Bolero Pick up van, namely, Sheikh Iqbal Ahmed and its insurer, the Divisional Manager, Oriental Insurance Co. Ltd., Sambalpur and Jitendra Sabar (owner of the motorcycle) and its insurer Shriram General Insurance Company Ltd have been arrayed as O.P. No.1, O.P. No2, O.P. No.3 and O.P. No.4 respectively. On repeated calls O.P. No.3 did not turn up before this Tribunal, hence he was set Ex-parte vide order of this Tribunal dated 24.08.2023.

2. The case of the claimant-petitioners briefly, is as follows: -

That, on 23.07.2020 at about 10.30 P.M. in the night, while the son of the informant, namely,

Raj Kumar Sabar along with one Dibyaranjan Ghivela being driven by said Dibyaranjan on a motorcycle bearing registration No.OD-26C-5389 were returning to their house from the side of village - Komna, a Bolero Pickup bearing registration No.OD-17F-6536 coming from opposite side being driven in a rash and negligent manner, dashed against them near a temple at village – Badmaheswar. For which they suffered grievous injuries on their persons. Soon after the accident, they were shifted to CHC, Khariar for their treatment but during treatment the doctor declared them as dead. Hence, this case.

3. It also further averred that the accident happened due to careless and negligent driving of the driver of the alleged Bolero Pick up van bearing registration No.OD-17F-6536 which was duly insured with O.P. No.2. The deceased-Raj Kumar Sabar was working as a constable in Indian Reserve Battalion and was earning Rs.37,319/- per month. Due to this accident, the applicants who were totally dependent upon the deceased are suffering from permanent loss of present and future prospective income of the deceased so also loss of love, affection and loss of estate as such they have claimed Rs.60,45,840/- (Rupees Sixty lakhs Forty-Five Thousand Eight Hundred and forty) only as compensation.

4. For the above accident a written report was lodged vide Khariar P.S. Case No.161 dated

24.07.2020 U/s.279/304-A of IPC pending in the Court of JMFC, Khariar, Dist. Bolangir. Charge sheet was submitted U/s.279/304-A of IPC against the accused-driver of Bolero Pick up vehicle, namely, Chuman Patel.

5. O.P. No.2, Oriental Insurance Company Ltd., submitted its W.S. and denied all the averments made by the claimant-petitioners. O.P. No.2 also stated that there is no cause of action to file the case and the case is not maintainable in the eye of law. It is further stated that O.P. No.2 had issued a package policy for 'goods carrying commercial vehicle' bearing registration No.345601/31/2021/499 in the name of one Sheikh Iqbal Ahmed, S/o. Sheikh Abdul Karim, At/P.O. Mandosil, Block – Paikmal, Dist. Bargarh in respect of the Bolero vehicle bearing registration No.OD-17F-6536 which was valid and effective from 26.06.2020 to 25.06.2021. It is also stated that the manners of accident as described in the claim petition is false & fabricated. The petitioners by suppressing actual facts in collusion with others have managed to plant the alleged vehicle with the alleged accident. At the relevant time of accident, one Dibya Ranjan Ghibhela was driving the Yamaha motor cycle bearing registration No.OD-26C-5389 with deceased Raj Kumar Sabar as pillion rider and both were travelling on the said motorcycle by consuming alcohol. The driver of the alleged motorcycle was driving the same

without observing traffic rules and the provisions of M.V. Act and Rules. The amount of compensation claimed by the claimant-petitioners is highly exaggerated, imaginary without any basis of calculation. Hence, O.P. No.2 is not liable to pay any compensation to the claimant-petitioners.

6. O.P. No.4-Shriram General Insurance Company Ltd., filed its W.S. stating therein that there is no cause of action to file this case against O.P. No.4. The alleged claim is barred by the principles of estoppels, waiver, acquiescence, limitation, non-joinder of necessary parties and furthermore not maintainable either on facts or on the points of law. It is further stated that it being a medico-legal case the petitioners are required to prove their averments by producing the necessary documents like police requisition for post mortem, inquest report, dead body challan, post mortem report and also by examining the doctor who attended the deceased. It is also admitted that the said vehicle was insured by O.P. No.4 vide policy No.331011/31/19/011352 which was valid and effective from 27.11.2018 to 26.11.2019 towards comprehensive and from 27.11.2018 to 26.11.2023 towards Act Liability/Third party. Every insurance policy is subject to certain terms and conditions as per the contract made by the insurer and insured according to M.V. Act and Rules and in case of violation of any

conditions by the insured, the insurer will not be liable for indemnification of any loss. The essential conditions of the policy of the insurance is that the insured vehicle must be driven by a driver having a valid and effective driving license and having fitness. It further submitted that the amount of compensation as claimed by the petitioners is too high, imaginary, fanciful and is without any principle and authority and as such the same is not maintainable and the petitioners are not entitled for any compensation from O.P. No.4.

7. In view of the above rival pleadings of the parties to this claim application, the following issues emerged for determination in this case;

- i) Is the claim petition maintainable?
- ii) Whether on 23.07.2020 at about 10.30 P.M. while the son of the informant, namely, Raj Kumar Sabar was returning to his house as a pillion rider, on a Yamaha motorcycle bearing registration No.OD-26C-5389 being driven by one Dibyaranjan Ghivela from the side of village – Komna; a Bolero Pickup bearing registration No.OD-17F-6536 dashed against them at village – Badmaheswar, near a temple, for which they suffered grievous injuries on their persons and later succumbed to their injuries during treatment?
- iii) Are the petitioners entitled to get any compensation for the death of the

deceased, if yes then from whom and to what extent?

iv) To what other relief(s), if any, the petitioners are entitled to?

8. In order to substantiate the claim of compensation, petitioner No.1-Ramachandra Sabar (father of the deceased) examined himself as PW-1. He produced certified copies of police papers such as P.M. report and inquest report and other documents of the deceased which have been marked as Ext.P-1/P.W.1 and Ext.P-6/P.W.1 respectively from the side of the petitioners. All the documents are marked with objection.

On the other hand learned counsel for O.P. No.2 examined one Trilochan Samal as O.P.W.1 and has filed two nos. of documents such as postal tracking reports (3 sheets) and certified copy of insurance policy vide Ext. A/O.P. No.2 and Ext.B/O.P. No.2 respectively. Similarly, O.P. No.4 examined one Manas Ranjan Panigrahi as O.P.W.1 on his behalf and had filed two documents such as certified copy of insurance policy and authorization letter vide Ext.A/O.P. No.4 and Ext.B/O.P. No.4 respectively to prove their case.

F I N D I N G S

Determination of Issue No.(ii)

9. This issue being the important issue is taken up first for consideration. In this connection, it is seen that P.W.1-Ramachandra Sabar, the father of the deceased submitted the same facts as mentioned in the claim petition; hence it needn't be mentioned again for the sake of repetition.

While P.W.1 cross-examined by O.P. No.2 he stated that at the time of accident, he was present at Lakhana. After getting information from one Bharatlal Ahir, President of police staff Association, he lodged the FIR. He has not seen the accident. He further stated that he was present at the time of inquest over the dead body of the deceased. His deceased son was unmarried and was the pillion rider at the time of accident. He did not know who had driven the vehicle. P.W.1 admitted that his son died due to motorcycle accident. He did not remember the date of birth of his deceased son. Neither had he filed the income tax return nor the bank account statement of his deceased son before this Tribunal. On cross-examined by O.P. No.4 he stated that the accident happened due to the negligence of the driver of the pickup van and he has been made an accused in the corresponding G.R. case.

He did not know who was the owner of the alleged vehicle.

10. *One Trilochan Samal examined from the side of O.P. No.2 as O.P.W.1.* In his examination-in-chief he had stated that he was working as an Asst. Manager, Oriental Insurance Company Ltd, Legal Hub, Sambalpur. In his official capacity, he was acquainted with the facts of the case and the offending vehicle of this case was insured with their company. The owner of the offending vehicle has not produced any document before O.P. No.2 relating to the vehicle and the D.L. of the driver as per the mandatory provision of M.V. Act. O.P. No.2 had issued a letter to the insured demanding production of documents before them. He had filed the office copy of the said letter, postal receipt in original and postal tracking report on 01.08.2022 vide Ext.A. He had filed the copy of insurance policy copy of the offending vehicle vide Ext.B.

He further stated that on verification of the documents of this case, it came to light that the alleged vehicle mentioned in the petition is not involved in the accident. Police investigation report reveals that the deceased along with his friend were coming on a motorcycle and had consumed liquor as revealed from the post mortem report. Police investigation report does not reveal who was driving

the vehicle at the time of accident. He further stated that during investigation, police had not seized the driving license and insurance policy of the said motorcycle. During investigation, the offending vehicle was not seized by the I.O., no report was prepared by the MVI and no spot map was prepared. The accident took place due to the negligence of the motorcycle driver and the other vehicle insured by their company had no fault or negligence in causing this accident. The insured did not submit any document even after notice served upon him. He had verified the DL of the accused-driver of the offending vehicle which was issued for non-transporting vehicle. As the offending vehicle is a transport vehicle, transport endorsement is required. Due to the violation of insurance policy conditions, O.P. No.2 is not liable to indemnify the insured.

11. During cross-examination by O.P. No.4 he (O.P.W.1) stated that he had no personal knowledge about the facts of the case and had not conducted any investigation into this case. The driver of the vehicle, insured by their company has been charge sheeted for the alleged accident.

Similarly, he (O.P.W.1) on behalf of O.P. No.2 was cross-examined by the petitioners who deposed that the offending vehicle is a light motor vehicle and the driver of the said vehicle had valid

driving license to drive a light motor vehicle on the date of accident.

12. *O.P. No.4, Manas Ranjan Panigrahi examined as O.P.W.1* who was working as Sr. Executive Legal of Shriram General Insurance Company Ltd., and was acquainted with the facts of the case as per his official capacity. The alleged motorcycle bearing registration No.OD-26C-5389 was insured with O.P. No.4 bearing policy No.;331011/31/19/011352 which was valid and effective from 27.11.2018 to 26.11.2019 towards comprehensive policy and 27.11.2019 to 26.11.2023 towards Act/liability policy subject to certain terms and conditions. He further stated that the alleged accident took place due to the rash and negligent driving of the driver of the alleged Bolero Pickup bearing registration No.OD-17F-6536 as such the I.O. charge sheeted the driver of the pickup van, namely, Chuman Patel. At the time of alleged accident, i.e. on 23.07.2020 the motorcycle was under the coverage of Act policy which does not cover the risk of the pillion rider. The rider of the motor cycle also not covered because he stepped into the shoe of the owner.

13. He was cross-examined by the petitioner and stated that the policy of insurance of the involved two-wheeler vehicle is valid subject to compliance of terms and conditions of the policy of insurance. The

driver of the involved Bolero vehicle has been cited as a sole accused in this case. No negligence has been attributed to the driver and pillion rider of the two-wheeler in the charge sheet.

During cross-examination by O.P. No.2 he (O.P.W.1 on behalf of O.P. No.4) deposed that he had not seen the accident of this case and had no personal knowledge regarding the same. He further stated that O.P. No.4 conducted investigation into the case and during the same his office had collected the certified copies of police investigation report. He could not say whether the Bolero was seized from the spot or not and also unable to express that whether the deceased persons had consumed alcohol at the time of accident or not. He did not say whether O.P. No.4 has collected the copies of D.L of the driver of the motorcycle and fitness certificate.

14. To strengthen their case, the petitioners produced number of certified copies of documents (police papers) and other connected documents through PW-1 which have been marked as exhibits in this case. The true copies of FIR have been marked as Ext.P-1 which proves the institution of the case for the alleged accident. Ext.P-2 is the true copies of Final Form, Ext.P-3 is the post mortem report, Ext.P-4 is the inquest report, Ext.P-5 is the zimanama and Ext.P-6 is the salary slip of the deceased.

15. Perused the certified copy of FIR and other connected documents relating to C.T. case No.155 of 2020 arising out of Khariar P.S. case No.161 dated 24.07.2020. The FIR was lodged by the father of the deceased/driver, namely, Ramachandra Sabar. After completion of investigation, the I.O. submitted the Charge sheet U/s.279/304 (A) of IPC against the accused, namely, Chuman Patel who was the driver of the Bolero pick up van belong to O.P. No.1.

16. The copies of Final form including investigation completion report of the investigating officer coupled with the other police papers are prima facie proof of the fact that the alleged vehicle (Bolero Pickup) bearing registration No. OD-17F-6536 has caused the said accident on 23.07.2020. Hence, Final Form has been submitted U/s.279/304(A) of IPC against the driver of the said vehicle. Moreover, it reveals from the charge sheet that the I.O. had conducted inquest over the dead body of the deceased, seized the alleged vehicles and had visited the spot where the accident took place.

17. On perusal of the certified copy of postmortem report vide Ext. P-3 it reveals that the cause of death of the deceased was due to intracranial hemorrhage and expulsion of brain matter. The injuries sustained by the deceased was due to heavy force of hard and blunt object objects and it may cause due to

road traffic accident. All the injuries are ante mortem in nature. The time since death was within 12-14 hours from the time of postmortem examination. The above cause of death of the deceased is well proved from the medical evidence as well as from the police papers that the accident must have certainly happened primarily because of rash and negligent driving by the driver of the Bolero Pick up van.

18. During argument O.P. No.2 vehemently submitted that the alleged vehicle was insured with their company having a “Package Policy for Goods Carrying Commercial Vehicle” bearing policy no.345601/31/2021/499 in the name of Sheikh iqbal Ahmed, R/o. Mandosil, Dist. Bargarh in respect of the offending vehicle which was valid and effective from 26.06.2020 to 25.06.2021. He further submitted that the applicants by suppressing the actual facts of this case, they have managed to plant the alleged vehicle with this accident by fabricating false information in order to grab the compensation amount. At the time of accident, both the deceased and one Dibya Ranjan Ghibhela were travelling on the alleged motorcycle in a drunken state by consuming alcohol in a rash and negligent manner for which they fell down from the motorcycle and the accident happened. He further stated that the FIR was lodged by the father of the deceased who was not an eye-witness. The alleged

vehicle has not been seized by the I.O during investigation in connection with this case and the same was not examined by the MVI as per law. The I.O. has not examined any of the eye-witness of the alleged accident but has submitted the charge sheet without examining any eye-witness against the driver of the alleged vehicle.

19. At the time of argument, O.P. No.4 argued that the alleged motorcycle bearing registration No.OD-26C-5389 was insured by O.P. No.4 bearing policy No.331011/31/19/011352 which was valid from 27.11.2018 to 26.11.2019. He further stated that the alleged accident took place due to rash and negligent driving of the driver of the alleged Bolero pickup bearing registration No.OD-17F-6536. After completion of investigation, the I.O. has submitted charge sheet against the accused/driver of the Bolero Pickup, namely, Chuman Patel. Hence, O.P. No.4 is not liable to pay any compensation to the claimant/petitioners.

The contention of O.P. No.2 primarily is that the driver of the vehicle i.e. the pickup van was not at fault or negligent but it is the deceased who was driving the vehicle in a drunken state and solely responsible for the alleged accident. In this regard, it is already discussed in the above paragraphs that the driver of the pickup van insured by O.P. No.2 has been

charge sheeted in this case. The charge sheet was not challenged by O.P. No.2 before any competent authority. The fact of consumption of liquor by the deceased persons is contended relying on the post mortem report wherein it was mentioned that the stomach contained partially digested food material with alcoholic smell. The law is well settled in this regard that the negligence on the part of the driver of the pickup van causing the accident has to be proved by the claimant/petitioners and that is a matter which has to be considered on the basis of preponderance of probabilities and not on the basis of proof beyond reasonable doubt. In the case of *Bimala Devi Vrs. Himachal Road Transport Corporation 2009 (13) SCC 530* it has been held that “a holistic view of the evidence has to be taken into consideration by the Tribunal and strict proof of an accident caused by a particular vehicle in a particular manner need not be established by the claimants. The claimants have to establish their case on the basis of touch stone of preponderance of probabilities. The standard of proof beyond reasonable doubt cannot be applied while considering the petition seeking compensation on account of death or injury in a road traffic accident. Thus, when the claimant filed and proof the police papers such as FIR, Charge sheet, P.M. report, seizure list showing the seizure of offending pickup van, the affirmative evidentiary value of the evidences of the

claimant cannot be brush aside merely taking plea of wrong charge sheet being filed and drunkenness of the deceased. That apart, the said charge sheet as already stated above, has nowhere been challenged by the present O.P. No.2.

20. Furthermore, mere consumption of alcohol and its presence in one's system while driving may not be enough for the insurer to deny an accident related claim. Especially, when the deceased was the pillion rider from whose stomach traces of alcohol were found during the post mortem examination. O.P. No.2 neither challenge the charge sheet before any competent forum nor filed the post mortem report or any other document of the driver of the motorcycle of O.P. No.3 to show that the driver was negligent due to drunkenness and contributed to the alleged accident. So reliance placed on the post mortem report of the pillion rider and not of the driver of the said motorcycle, which also does not reveal presence of substantial quantity of alcohol in the blood stream or stomach of the deceased, would not by itself prove the negligence of the driver of the motor cycle, as alleged by O.P. No.2. Further, the decision relied on by the petitioner in the case *United India Insurance Company Ltd., Vrs. Jayantilal and Others* is relevant on this score wherein it has been held that "It is only the post mortem report (Ext.P-3/P.W.1) which

mentions about smell of alcohol, which is not sufficient to prove that the deceased was under influence of alcohol and consequently, drove negligently at the time of accident.”

The learned counsel for the O.P. No.2 contented that the seizure list filed by the petitioner in this case does not reveal the seizure of the vehicle though reveals seizure of the R.C. book and insurance certificate of the offending vehicle. In the instant case, the said seizure list reveals the seizure of R.C. Book, insurance certificate of accident vehicle with mentioning Bolero Pick up bearing registration No.OD-17F-6536. Further, the Zimanama vide Ext.P-5/P.W.1 reveals the handing over of the pickup vehicle bearing registration No.OD-17F-6536 to the owner O.P. No.1. Hence, the contention of O.P. No.2 that the offending vehicle insured by them has not been seized by the I.O. is not at all substantiated by any material. That apart, it has been categorically held that by adducing documents such as police papers including FIR, charge sheet, Post mortem, inquest, seizure list, zimanama the petitioners have successfully proved that the driver of the offending vehicle of O.P. No.1 was negligent for the accident and hence the decisions relied on by O.P. No.2 in the case of *M/s. Shriram Insurance Company Ltd. Vrs. Vanita* is not applicable in this present case.

21. No other credible material was put-forth by the O.P. No. 2 nor could be elicited through vivid cross-examination of PW-1 to discredit her version with regard to the above alleged accident. The O.Ps have failed to adduce any other reliable rebuttal evidence either to establish that there was no such rash and negligent driving from the side of the offending vehicle, owned by O.P. No.1 and insured by O.P No.2.

22. This Tribunal therefore agrees with the submissions of the learned counsel for the claimant-petitioners that they have successfully established the fact of the accident occurred due to the rash and negligent driving of the offending vehicle bearing No. OD-17F-6536 resulting in the death of Rajkumar Sabar. Hence, this issue No.(ii) is decided in favour of the claimant-petitioners.

Determination of Issue No.(iii)

23. OP No-2-Oriental Insurance Company Ltd. in Para-5 of its written statement has admitted that the offending Bolero Pickup bearing registration No.OD-17F-6536 was duly insured with O.P. No.2 having ***“Package Policy for Goods Carrying Commercial Vehicle”*** (Ext.B) bearing policy no.345601/31/2021/499 which was valid and effective from 26.06.2020 to 25.06.2021 issued in the name of O.P. No.1, namely, Seikh Iqbal Ahmed. The said fact of issuance of insurance policy and its validity, effectiveness are also

supported from the documentary evidence led by O.P. No.2. On perusal of seizure list, it reveals that during investigation, the I.O. had seized the D.L of the accused/driver, namely, Chuman Patel bearing No.OD 2620190000446 which was not valid up to the date of accident. The D.L of the accused driver of the offending vehicle was valid up to 13.05.2039 in the case of non-transport vehicle. As the offending vehicle is a transport vehicle it is not permissible to accept as a valid and effective D.L of the accused driver to drive the offending vehicle. Similarly, the I.O. has seized the registration certificate of the Bolero Pick up vehicle bearing registration No.OD-17F-6536 which was registered in the name of the O.P. No.1, namely, Sheikh Iqbal Ahmed.

From the above, it reveals that the offending vehicles were moving without valid and effective documents such as valid DL of the accused driver of the Bolero pickup van which amounts to violation of policy conditions on the part of the accused driver. Law is fairly well settled that, insurance is a contract between the insured and the insurer. The insurer has to indemnify the insured as per the contract if there is no breach of policy.

24. The above mentioned points cannot exonerate the insurance company (OP No-2) in discharging its liability to compensate the claimant-

petitioners. The offending vehicle was duly insured with OP No-2. For the rash and negligent act of the driver of the offending vehicles, OP No-1, being the owner is vicariously liable. Hence the company has to indemnify the claimant **with a right of recovery from the owner as** laid down by the Hon'ble Apex Court in *“National Insurance Company Ltd., Vs. Swaran Singh and others” reported in (2004) 3 SCC 297”* case.

25. At this juncture, when it is established that O.P. No.2 is under obligations to indemnify the claimants, the question now arises as to the quantum of compensation i.e. what should be the just compensation to which the petitioners are entitled.

To ascertain, the quantum of compensation the following aspects are to be considered.

(a) **Age of the Deceased**

The petitioners averred in their claim petition that the age of the deceased as on the date of the accident was **22** years. But on perusal of PAN card issued in favour of the deceased it reveals that the date of birth of the deceased is mentioned as 06.07.1994. So, the deceased was aged about 26 years and 17 days at the time of his death. Hence, it is concluded that the deceased was aged about **26** years on the date of accident

(b) **Income of the Deceased and Quantum of Compensation**

Admittedly, P.W.1 in his evidence deposed that the deceased was working as a constable in India Reserve Battalion and was earning Rs.37,319/- per month. In this connection he had submitted the salary sheet for the month of July-2020 of the deceased issued by the Commandant, SOG Bhubaneswar. On perusal of the same it reveals that the accused was getting gross salary as Rs.37,319/- and after deduction he was getting net salary as Rs.35,527/-.

It is settled principle that at the time of calculation of the take home/net salary of the beneficiary or the deceased, as the case may be, except his contribution towards Income Tax and Professional Tax, the other voluntary contributions made by the deceased in the nature of savings, cannot be deducted from his monthly salary. So, I am fortified with a decision of our Hon'ble Supreme Court passed in **Manasvi Jain Vs. Delhi Transport Corporation, 2014 STPL 7693 SC**. Hence, after deduction of P.Tax the monthly salary of the deceased can be calculated as Rs.37,319/- - Rs.200/- =Rs.37, 119/-

26. Therefore, the income of the deceased is calculated as follows:-

Per month	Rs.37,119/-
Annual Income	Rs.37,119/- x 12=Rs.4,45,428/-

27. On perusal of case record it reveals that the deceased was unmarried at the time of his death. So, there will be deduction of **50%** share from the income of the deceased towards his personal and living expenses. As the deceased was aged about **26** years, the multiplicand for this age group is **17** as per the decision of the Hon'ble apex Court passed in **Smt. Sarala Verma and others – Vrs – Delhi Transport Corporation and another, AIR 2009 SC 3104**. The future prospects for the claimants-petitioners is decided to be **50% (Permanent job)** as per the decision of the Hon'ble Apex Court made in the case of **National Insurance Company Ltd. Vrs Pranaya Sethi and Others, (2017) 16 SCC 680**. The claimants are also held to be entitled to get Rs.15,000/- towards funeral expenses and Rs.15,000/- for loss of estate. They are also held entitled for an amount of Rs.40,000/- towards loss of filial consortium. Accordingly, the total compensation is calculated as under

Sl. No.	Payment under different heads	Calculation and Total Amount
1.	Annual income of the deceased	Rs.4,45,428/-
2.	After ½ deduction for personal and living expenses (Rs.2,22,714/-)	Rs.2,22,714/-
3.	Multiplier '17' (Rs.2,22,714/-)	Rs.37,86,138/-
	Future Prospectus 50%	Rs.18,93,069/-

4.	Loss of estate	Rs.15,000/-
5.	Funeral expenses	Rs.15,000/-
6.	filial consortium	Rs.40,000/-
	TOTAL COMPENSATION PAYABLE	Rs.57,49,207/-

(Rupees Fifty Seven Lakhs Forty Nine Thousand Two Hundred Seven only)

28. The total compensation of **Rs.57,49,207/- (Rupees Fifty Seven Lakhs Forty Nine Thousand Two Hundred Seven only)** with simple interest @ 6% is payable from the date of filing of the claim petition by the OP-2 to the claimants-petitioners, within 60 days hence.

Determination of Issue Nos.(i)& (iv)

29. As far as the maintainability of the case is concerned, it is not in dispute that the OP-1 and O.P. No.3 are the owners of the offending vehicles bearing No.OD-17F-6536 and OD-26C-5389. On the other hand, the offending vehicles admittedly insured with OP No-2 and O.P. No.4 which were valid on the date of the accident. As such OP No-1, OP No-2, O.P. No.3 and O.P. No.4 have been rightly arrayed as parties in this present case. Hence, the claim petition filed by the petitioners in its present form is found maintainable and the claimants are not entitled to any other relief in issue No.(iv).

ORDER

30. In the result, the claim application of the claimant-petitioners is hereby partly allowed on contest against the O.Ps.

OP No-2 i.e. ***Oriental Insurance Company Ltd.*** are directed to pay **Rs.57,49,207/- (Rupees Fifty Seven Lakhs Forty Nine Thousand Two Hundred Seven only)** to the petitioners, along with simple interest @ **6%** per annum from the date of filing of the claim application, i.e **14.08.2020** till its full payment within a period of two months from the date of award with a **right of recovery from OP No.1.**

31. The award amount along with the accrued interest thereon be paid to the petitioners in the manner as mentioned in the following table. Accordingly, the cheque(s) be submitted to this Tribunal.

Sl. No.	Name of the petitioners	Relationship with the deceased	Amount awarded	Amount to be Released within 60 days	Amount to be kept under Fixed Deposit (FD) for six years with quarterly interest
1	Ramchandra Sabar	Father	Rs.28,74,603/-	Rs.13,74,603/-	Rs.15,00,000/-
2	Bhajamani Sabar	Mother	Rs.28,74,604/-	Rs.13,74,604/-	Rs.15,00,000/-
TOTAL			Rs.57,49,207/-	Rs.27,49,207/-	Rs.30,00,000/-

32. The amount to be paid in cash to the petitioners, as per above table shall be credited to their respective SB Accounts through cross A/c payee cheques. The amounts to be deposited shall be kept in the name of petitioners as fixed deposits in a scheduled Nationalized Bank as per the above tabular form.

33. It is ordered that the said fixed deposits shall not be utilized as securities against any loan/pledge and there shall be no premature withdrawal of the same without prior permission of this Tribunal. The concerned Bank shall intimate the fact of deposits to this Tribunal by sending copies of the fixed deposit certificates.

The Court fee amount if not paid shall be realized from the petitioners at the time of disbursement of the payment.

Sd/-

(Shri Priya Ranjan Barik)

Additional District Judge-cum-Judge

3rd MACT, Bargarh

The judgment is typed to my dictation, corrected by me and pronounced in the open Court on this the **27th day of December, 2025** given under my hand and seal of the Court.

Sd/-

Additional District Judge-cum-Judge

3rd MACT, Bargarh

List of the witness examined on behalf of the petitioners

P.W.1 Ramachandra Sabar

List of witnesses examined on behalf of O.P. No.1

None

List of witnesses examined on behalf of O.P. No.2

O.P.W.1 Trilochan Samal

List of witnesses examined on behalf of O.P. No.3

Ex parte

List of witnesses examined on behalf of O.P. No.4

O.P.W.1 Manas Ranjan Panigrahi

List of the exhibits marked on behalf of the petitioners

Ext.P-1/P.W.1. Certified copy of FIR (03 sheets)

Ext.P-2/P.W.1. Certified copy of Final Form (04 sheets)

Ext.P-3/P.W.1 Certified copy of Post mortem report

Ext.P-4/P.W.1 Certified copy of inquest report

Ext.P-5/P.W.1 Certified copy of zimanama

Ext.P-6/P.W.1 Salary slip

List of the exhibits marked on behalf of OP No-1

NIL

List of the exhibits marked on behalf of OP No-2

Ext.A. Postal Tracking Report (03 sheets)

Ext.B Certified copy of the Insurance policy of the offending vehicle

List of the exhibits marked on behalf of OP No-3

NIL

List of the exhibits marked on behalf of OP No-4

Ext.A Certified copy of insurance bearing No.331011/31/19/011352

Ext.B Authorization Letter

Sd/-

Additional District Judge-cum-Judge
3rd MACT, Bargarh