Presented on : 22.01.2019
Decided on : 17.01.2026
Duration : **6Y 11M 26D**

Ex.

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL, MUMBAI

(Presided over by Smt. Monica I. Arland)

Motor Accident Claims Petition No.283 of 2019.

Mr. Zulfikar Anowar Ali Biswas
Aged about 34 years,
Occupation : Labour Contractor

Residing at:
Jannagar, Kanainagar,
Char Kanainagar,
Dist. Murshidbad,
West Bengal-742 121. ... **Applicant**

-**Versus**-

Mr. Mirasaab Alisaab Shaikh
R/269, New Bhabrekar Nagar,
Gate No.08, Akashwani Malvani,
Malad (W), Kharodi,
Mumbai-400 095. ... **Opposite party**
(Owner of Vehicle No.MH-47-D-4026)

- **And** -

Shriram General Insurance Co. Ltd.
Office No.106, Road No.22,
Exclensia, Lodha Supurmus-2,
Wagle Estate,
Thane (W)-400 604. ... **Insurer**
(Insurer of Vehicle No.MH-47-D-4026)

Policy No.215039/31/19/000040
Valid from 02.04.2018 to 01.04.2019.

Petition for compensation amount Rs.1,00,000/-

Mr. Ganesan S.M.	- Advocate for applicant.
Opposite party	- Exparte
Mr. Sharad Golande	- Advocate for the Insurer.

JUDGMENT

(Delivered on this 17th January 2026)

1. This petition has been filed by the applicant under Section 166 of the Motor Vehicles Act for grant of compensation of Rs.1,00,000/- from the opposite party and its insurer.

2. According to the applicant, on 26.10.2018 at about 18:30 hrs. he was proceeding as a pedestrian. When he reached near Tata Colony, on Kurla Road, B.K.C., Bandra (E), Mumbai and while he was trying to cross the road, at that time one auto rickshaw bearing registration No.MH-47-D-4026 came in high and excessive speed, in rash and negligent manner and dashed to the applicant. He sustained serious injuries on his head, hand, legs and other parts of the body. He was taken to Guru Nanak Hospital and Research Centre, Bandra (E), Mumbai and thereafter to LTMG Hospital, Sion for medical treatment. He spent Rs.6,00,000/- towards hospitalization, medicine, conveyance and special diet.

3. The Police Station, B.K.C. registered an offence against the unknown driver of auto rickshaw vide Cr.No.297/2018 for offence punishable U/s.279, 338 of IPC read with Sec.134 (A) & (B) of Motor Vehicles Act.

4. At the time of accident, the applicant was working as a Labour Contractor and was earning Rs.30,000/- per month. The applicant has claimed compensation of Rs.1,00,000/- from the opposite party and its insurer.

5. The Opposite party though duly served with notice vide Exh.10 and 11 but failed to appear. Hence, my learned predecessor passed the order below Exh.1 on 2.11.2019 and the matter was proceeded Ex-parte as against the opposite party.

6. The Insurer has filed written statement vide Ex.13 and resisted the claim of the applicant. It is contended that, FIR is registered against unknown auto rickshaw. However, it admitted that the Opposite party was covered at the material time of the accident under the policy of Insurance. It is contended that the driver of the vehicle No.MH-47-D-4026 was not holding a valid and effective driving licence at the time of the accident. The Insurer denies the involvement of vehicle No.MH-47-D-4026 in the alleged accident. Hence prayed for dismissal of the petition.

7. My predecessor framed the Issues vide Ex.14 on 26.10.2022. I reproduce the same. I record my finding thereon for the reasons given below.

Sr.No.	**Issues**	**Findings**
1.	Whether applicant proves that on 26.10.2018 at about 18:30 hrs. , near Tata Colony on the Kurla Road, BKC, Bandra (E) arising out of the Auto rickshaw bearing registration No. MH-47-D-4026?	**Affirmative**

2.	Whether the applicant proves that he sustained serious injuries in the said vehicular accident?	**Affirmative**
3.	Whether the Insurer proves that the driver of the alleged auto rickshaw was not holding valid and effective driving licence at the time of the accident?	**Negative**
4.	Whether the applicant is entitled to compensation ? If yes, what amount and from whom?	**Yes, Rs.8,43,706/- jointly and severally from Opposite party and Insurer**

REASONS

As to Issue No.1 and 2:-

8. In order to prove the contentions made in the petition, the applicant has examined himself vide Ex.16 who proved the DAR vide Ex.21, the copy of Insurance Policy Ex.22, Medico legal case papers of Guru Nanak hospital are at Ex.23 colly, the injury certificate of Holy Family hospital is at Ex.24, the letter issued by Holy family hospital to police station BKC is at Ex.25 colly, the CT scan report of Holy Family hospital at Ex.26, Discharge summary of LTMG hospital is at Ex.27, the injury report of the applicant is at Ex.28, the clinical discharge summary of Narayana hospital is at Ex.29, the charge-sheet is at Ex.30, the bill of Holy Family hospital is marked at Ex.31, the receipt and provisional bill of Narayana hospital are at Ex.32 colly, the bill cum receipt of Narayana hospital dtd.02/02/2019 at Ex.33 colly, the bills of Manipal

hospital Ex.34 colly and the medicine purchase bills Ex.35 colly. Moreover, the applicant has also examined one more witness namely, Dr. Nilesh Potdar (AW2) vide Ex.37. He proved the disability certificate Ex.38.

9. On the other hand Insurer, has not examined any witness to prove its defence.

10. Perused the record.

11. The learned counsel for the applicant has failed to advance the argument. Therefore the side of the applicant was closed by passing order below Exh.1 on 12.01.2026.

12. The Insurer has filed written notes of argument vide Ex.41. It is argued by the Learned counsel for the Insurer that the accident took place due to negligence on the part of the applicant as he was crossing the road from the place where there was no traffic signal. It is therefore argued that the applicant too has contributed to the occurrence of the accident. In support of the contention the Learned Counsel for the Insurer relied on following citations :

- **Vanita V/s. Shriram GIC Ltd. 2025 ACJ 2127 S.C.**
- **UPTC V/s. Vibhor Fialok & Anr. Civil Appeal 1337-38 of 2019 S.C.**

13. Zulfikar Biswas (AW1) has testified vide Ex.16 and he reiterated about the incident. According to him, on 26.10.2018 at about 18:30 hrs. he was proceeding as a pedestrian. When he reached near Tata Colony, on Kurla Road, B.K.C., Bandra (E),

Mumbai and while he was crossing the road, at that time one auto rickshaw bearing registration No.MH-47-D-4026 came in high and excessive speed, in rash and negligent manner and dashed to the applicant. As a result the applicant fell down and sustained serious injuries on his head, hand, legs and other parts of the body. He was taken to Guru Nanak Hospital and Research Centre, Bandra (E), Mumbai and after first aid taken to Holy Family Hospital, Bandra (W) wherein he was treated from 26.10.2018 to 5.11.2018, thereafter he was treated at LTMG Hospital, Sion from 6.11.2018 to 17.11.2018. He also took OPD treatment in LTMG Hospital for 3 months. Thereafter he took treatment at Narayana Multispeciality Hospital, West Bengal from 4.2.2019 to 10.2.2019. He also took OPD treatment in Narayana Multispeciality Hospital for 6 – 8 months.

14. It is his evidence that Police station B.K.C. registered Cr.No.297/2018 against the driver of the auto rickshaw for the offence punishable U/s.279, 338 of IPC and Sec.134(A) (B) of Motor Vehicles Act.

15. He further deposed that in the said accident he sustained following injuries :

- Left parietal bone fracture with subdural hematoma with frontal craniotomy and evaluation was done.
- Right Orbital roof fracture.
- Head injury with B/L frontal contusion with SDH.

16. During the course of cross examination, he denied all

the adverse suggestions put forth to him in respect of his own negligence and fault. He admitted that the accident took place at BKC in the evening and at that time there was traffic. He also admitted that the person who was accompanying him was also crossing the road. He stated that he is not aware whether offence was registered against the unknown vehicle or not. He was confronted about the signal wherein he replied that there was no signal on the road from where he was crossing. He denied that the accident took place due to his own fault.

17. At the outset, it is to be seen as to whether the applicant sustained grievous injuries/permanent disability in the accident which took place on 26.10.2018 at about 18:30 hrs while he was proceeding as a pedestrian. In this respect, the police papers are required to be scrutinized. The copy of DAR is filed on record at Ex.21 consisting of all the police documents, vehicular documents and other documents. On perusal of the FIR it discloses that initially the offence was registered against unknown person for the offence punishable U/s.279 and 338 of the Indian Penal Code read with 134 (A) and 134 (B) of the Motor Vehicles Act, 1988. The Police visited the spot of accident and prepared the Spot Panchanama in presence of panchas namely Jaiprakash Ramkiran Shukla and Vicky Harikishor Pawar. Chargesheet Ex.21 is filed against driver of auto rickshaw Mirasaab Alisaab Shaikh before the 71st Metropolitan Magistrate, Bandra, Mumbai and he is facing trial U/s.279 and 338 of IPC read with Sec.134(A) & (B) of Motor Vehicles Act.

18. On going through the evidence, documents filed on record and the submissions of applicant, it appears that the accident took place on 26.10.2018 near Tata Colony, B.K.C., Bandra (E), Mumbai due to rash and negligent driving of the driver of the auto rickshaw bearing registration No.MH-47-D-4026 .

19. All these documents duly corroborate the evidence adduced by the applicant to show that on 26.10.2018 due to involvement of auto rickshaw bearing registration No.MH-47-D-4026, owned and driven by the opposite party, the applicant sustained injuries to his head, hand, legs and other parts of the body. Therefore, I answer Issue No.1 and 2 in the affirmative.

As to Issue No.3:-

20. According to the insurer, it is not liable to pay the compensation as the driver of the auto rickshaw bearing registration No.MH-47-D-4026 was not possessing the valid and effective driving licence to drive the alleged vehicle involved in the alleged accident.

21. Though, it is contended by the insurer but on scanning of the oral as well the documentary evidence, there is no iota of evidence which leads to show or from where an inference can be drawn that there was a breach of policy condition and the insurer is not liable to pay the compensation to the applicant.

22. Moreover, no evidence is led by the insurer in order to prove the said contention which is raised as a defence in the matter

either by oral or the documentary evidence. In absence of any cogent, reliable and trustworthy oral as well documentary evidence, it would be difficult to consider that there was a breach of policy condition and the insurer is not liable to pay the compensation to the applicant. Hence, I answer Issue No.3 in negative.

As to Issue No.4 :-

23. So far as quantum of compensation is concerned, it is contended by applicant that he had sustained permanent disablement to the extent of 20%. However, Ex.23 is the Medico legal case papers of Guru Nanak hospital, Ex.24 is the injury certificate of Holy Family hospital, Ex.26 is the CT scan report of Holy Family hospital, Ex.27 is the Discharge summary of LTMG hospital, Ex.28 is the injury report, Ex.29 is the clinical discharge summary of Narayana hospital and Ex.39 is the disability certificate issued by Dr. Nilesh Potdar.

24. The learned counsel for the Insurer argued that though the applicant claimed to have spent Rs.6,00,000/- towards medical expenses, he admitted during his cross examination that Rs.3,92,000/- was paid to him by L&T Company. Therefore, it is his argument that the same be deducted from his medical expenses. It is argued that the applicant has admitted that he does not possess any licence as a Labour contractor and therefore failed to prove his occupation and income. It is further argued that the applicant has failed to prove the loss of income for one year.

25. It is the argument of Insurer that Dr. Potdar is not the treating doctor and therefore the disability issued by him cannot be relied upon.

26. The applicant Zulfikar Biswas (AW1) testified that after the accident he was taken to Guru Nanak Hospital and Research Centre, Bandra (E), Mumbai and after first aid taken to Holy Family Hospital, Bandra (W) wherein he was treated from 26.10.2018 to 5.11.2018, thereafter he was treated at LTMG Hospital, Sion from 6.11.2018 to 17.11.2018. He also took OPD treatment in LTMG Hospital for 3 months. Thereafter he took treatment at Narayana Multispeciality Hospital, West Bengal from 4.2.2019 to 10.2.2019. He also took OPD treatment in Narayana Multispeciality Hospital for 6 – 8 months. He further testified that he has incurred Rs.6,00,000/- towards medicine and hospitalization, Rs.30,000/- towards the special diet, Rs.25,000/- towards conveyance and Rs.3,60,000/- towards loss of income for 1 year.

27. He testified that he had consulted Dr. Nilesh Potdar (AW2) who has issued the disability certificate (Ex.39) on 3.2.2025 with the assessment of 20% Permanent Partial disability.

28. He was cross examined at length from the side of the Insurer. He denied all the adverse suggestion putforth to him in respect of the injury, treatment and hospitalisation. He admitted that the treatment money of Rs.3,92,000/- was paid by L&T Company. He was confronted about possessing labour contractor

licence or other documents towards his income. However, he replied in negative.

29. To prove the disability the applicant examined Dr. Nilesh Potdar (AW2). He deposed that he had examined the applicant injured Zulfikar clinically and radiologically and have assessed the disability of the applicant to the extent of 20%. According to him, he had perused the hospital papers which were brought by Zulfikar (AW1), the applicant. He deposed that the applicant sustained following injuries :

- Head injury with B/L frontal contusion with SDH
- Left Parietal bone fracture with subdural hematoma with frontal craniotomy
- Right Orbital roof fracture

30. He further deposed that due to accident he is prevented from working near water, fire and machines with moving parts so also to avoid long distance travelling and not be allowed to drive any vehicles and further will have to take medicines with potential side effects life long. He proved the disability certificate vide Ex.38.

31. He was cross examined at length from the side of Insurer on the point of clinical and radiological examination of the applicant injured before issuance of disability certificate, assessment of permanent partial disability to the extent of 20% and fitness of the applicant to perform his routine. However, he denied the adverse suggestions putforth to him in respect of

issuance of false disablement certificate of the applicant injured.

32. However, on scanning of the oral as well as the documentary evidence, it can be seen that the accident took place on 26.10.2018 and the applicant was given first aid at Guru Nanak Hospital and Research Centre, Bandra (E), Mumbai and thereafter treated at Holy Family Hospital, Bandra (W) from 26.10.2018 to 5.11.2018, LTMG Hospital, Sion from 6.11.2018 to 17.11.2018 and Narayana Multispeciality Hospital, West Bengal from 4.2.2019 to 10.2.2019 and OPD treatment in various hospitals.

33. In **Raj Kumar Vs Ajay Kumar [2011 ACJ 1 (SC)]**, the principle of assessment, determination of loss of future earning of the injured with reference to the extent of his permanent disablement, quantum and injury is discussed at length. However, the following are the principles which are enumerated as under:

> "(i) All injuries (or permanent disabilities arising from injuries), do not result in loss of earning capacity.
> (ii) The percentage of permanent disability with reference to the whole body of a person, cannot be assumed to be the percentage of loss of earning capacity. To put it differently, the percentage of loss of earning capacity is not the same as the percentage of permanent disability (except in a few cases, where the Tribunal on the basis of evidence, concludes that percentage of loss of earning capacity is the same as percentage of permanent disability).
> (iii) The doctor who treated an injured-claimant or who

examined him subsequently to assess the extent of his permanent disability can give evidence only in regard the extent of permanent disability. The loss of earning capacity is something that will have to be assessed by the Tribunal with reference to the evidence in entirety.

(iv) The same permanent disability may result in different percentages of loss of earning capacity in different persons, depending upon the nature of profession, occupation or job, age, education and other factors."

34. Moreover the partial permanent disability is also discussed in the said case wherein it refers to a person's inability to perform some of the duties and bodily functions that one could perform before the accident.

35. The disability refers to any restriction or lack of ability to perform an activity in the manner considered normal for a human-being. Permanent disability refers to the residuary incapacity or loss of use of some part of the body, found existing at the end of the period of treatment and recuperation, after achieving the maximum bodily improvement or recovery which is likely to remain for the remainder life of the injured. Temporary disability refers to the incapacity or loss of use of some part of the body on account of the injury, which will cease to exist at the end of the period of treatment and recuperation. Permanent disability can be either partial or total. Partial permanent disability refers to a person's inability to perform all the duties and bodily functions that he could perform before the accident, though he is able to

perform some of them and is still able to engage in some gainful activity. Total permanent disability refers to a person's inability to perform any avocation or employment related activities as a result of the accident. The permanent disabilities that may arise from motor accidents injuries, are of a much wider range when compared to the physical disabilities which are enumerated in the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (`Disabilities Act' for short). But if any of the disabilities enumerated in section 2(i) of the Disabilities Act are the result of injuries sustained in a motor accident, they can be permanent disabilities for the purpose of claiming compensation.

36. The duty is cast upon the Tribunal to award just which means that compensation should to the extent possible fully adequately restored the claimant to the position prior to the accident. The object of awarding damages is to make good the loss suffered as a result of wrong done as far as money can do so, in a fair, reasonable and equitable manner. A Court or Tribunal have to assess the damages objectively and excludes from consideration any speculation or fancy though some conjectures with reference to the nature of disability and its consequences, is inevitable. A person is not only to be compensated for the physical injury but also for the loss which is suffered as a result of such injury. This means that he is to be compensated for his inability to lead a full life, his inability to enjoy those normal amenities which he would have enjoyed but for the injury and his inability to earn as much as he used to earn or could have earned.

37. The Tribunal should not be a silent spectator when medical evidence is tendered in regard to the injuries and their effect, in particularly, the extent of disability. However, section 168 and 169 of the Motor Vehicles Act make it evident that a Tribunal does not function as a neutral empire as in a civil suit, but as an active explorer and seeker of truth who is required to 'hold an enquiry into the claim' for determining the 'just compensation'. The Tribunal should therefore take an active role to ascertain the true and correct position so that, it can assess the 'just compensation'. The Tribunal should also act with caution if it proposed to accept the expert evidence of doctors who did not treat the injured but who give `ready to use' disability certificates, without proper medical assessment. There are several instances of unscrupulous doctors who without treating the injured, readily giving liberal disability certificates to help the claimants. But where the disability certificates are given by duly constituted Medical Boards, they may be accepted subject to evidence regarding the genuineness of such certificates. The Tribunal may invariably make it a point to require the evidence of the Doctor who treated the injured or who assessed the permanent disability. Mere production of a disability certificate or Discharge Certificate will not be proof of the extent of disability stated therein unless the Doctor who treated the claimant or who medically examined and assessed the extent of disability of claimant, is tendered for cross-examination with reference to the certificate.

38. Here in the present matter, the applicant has examined Dr. Nilesh Potdar (AW2) for proving the disablement certificate

which is issued by him vide Ex.38. However, on scanning of the oral evidence adduced by Dr. Potdar (AW2), it can be seen that on 3.2.2025, he had examined the applicant, Zulfikar (AW1) and assessed his partial permanent disability at 20% on the basis of history narrated by the applicant, Zulfikar (AW1) for the accident which had taken place on 26.10.2018. His evidence is very clear on the point of treatment of Zulfikar (AW1) who had taken treatment at Guru Nanak Hospital and Research Centre, Bandra (E), Mumbai, Holy Family Hospital, Bandra (W) from 26.10.2018 to 5.11.2018, LTMG Hospital, Sion from 6.11.2018 to 17.11.2018 and Narayana Multispeciality Hospital, West Bengal from 4.2.2019 to 10.2.2019 and OPD treatment in various hospitals. There is no iota of evidence which leads to show or from where, an inference can be drawn that the said doctor had any occasion to treat the applicant for the injuries which is alleged to have been sustained due to the said vehicular accident. In absence of any evidence to the effect of the treatment, it would be difficult to believe and consider the assessment to the tune of 20% partial permenant disability assessed by Dr. Potdar (AW2).

39. Furthermore, mere production of a disability certificate issued by a doctor who is a private practitioner cannot be considered as proof to the extent of disability stated therein unless, the doctor who treated the applicant who medically examined and assessed the extent of disability of the applicant is tendered for cross examination with reference to the certificate. Moreover, Medico legal case papers of Guru Nanak hospital Ex.23, the injury certificate of Holy Family hospital Ex.24, the CT scan report of

Holy Family hospital Ex.26, Discharge summary of LTMG hospital Ex.27, the injury report Ex.28, the clinical discharge summary of Narayana hospital Ex.29 which are duly proved by the applicant Zulfikar (AW1) discloses only about the history, diagnosis and operative details wherein there is no mention about any disablement or likelihood of any disablement in future because of the injuries sustained by the applicant in the accident.

40. In absence of any evidence in respect of the any likelihood of disablement in future the testimony of Dr. Potdar (AW2) cannot be considered and it lacks credence. Therefore, it can not be considered that the applicant has sustained permanent partial disablement which has been assessed by Dr. Potdar (AW2) to the extent of 20%.

41. The applicant in his evidence has claimed Rs.6,00,000/- towards medical expenses, Rs.30,000/- towards special diet, Rs.25,000/- towards conveyance and Rs.3,60,000/- towards loss of income.

42. To substantiate the expenses incurred by the applicant for his medical treatment, he has filed the bill of Holy Family hospital Ex.31 of Rs.3,82,788/-, the receipt and provisional bill of Narayana hospital Ex.32 of Rs.1,45,650/-, the bill cum receipt of Narayana hospital dtd.02/02/2019 at Ex.33 of Rs.10,695/-, the bills of Manipal hospital Ex.34 of Rs.900/- and the medicine purchase bills Ex.35 of Rs.3673/-, total amounting to **Rs.5,43,706/-**.

43. It is pertinent to note that as per the pleadings of the applicant prior to the accident he was working as a labour contractor wherein he was earning Rs.30,000/- per month. However, because of the injuries and disablement sustained in the said accident, he could not do his work. However, in support of the contention, the applicant has not examined any witness for loss of income due to sustaining injury in the said accident.

44. It is to mention that if the disablement certificate is not proved in the Motor Accident Claim Petition or similar injury compensation case, it significantly impact the computation of compensation, especially under the head of 'disability'. However, without a valid, proved disablement certificate (usually issued by a competent medical board), the Court can not assume or rely on any claimed percentage of disability. Moreover, the Court can still award compensation, but it must be based on actual, proven damages such as medical expenses, pain and suffering, loss of income during treatment, loss of amenities, conveyance, special diet and attendant charges.

45. Furthermore, in absence of proved disablement certificate based on the overall facts and circumstances of the case, the Tribunal can award lump sum compensation.

46. Here in the present matter, the applicant could not demonstrate or prove the exact disability percentage, the injuries, though not certified as permanent, the pain, suffering and the hardship and there is a lack of precise evidence to apply the

multiplier method, but the injury is still significant, therefore, considering the nature of injuries sustained by the applicant, in my opinion, the applicant is entitled for lump sum compensation which is reasonable, fair and just.

47. Thus, the applicant is entitled to get compensation of **Rs.5,43,706/- (Ex.31 to Ex.35)** towards medical expenditure, **Rs.25,000/-** for special diet, **Rs.25,000/-** for Conveyance. In addition to this, the applicant is also entitled for **Rs.1,00,000/-** towards pain and suffering, **Rs.50,000/-** towards loss of amenities of life and **Rs.1,00,000/-** towards functional disability. Thus, the applicant is entitled for total compensation of **Rs.8,43,706/-** which is just, fair and reasonable.

48. It is already held that the offending auto rickshaw bearing No.MH-47-D-4026 is owned and driven by the opposite party on the date of accident and was insured with the insurer. The applicant has filed the copy of insurance policy vide Ex.22 which discloses that the auto rickshaw was insured with the insurer vide policy No.215039/31/19/000040 valid from 02.04.2018 to 01.04.2019. The accident took place on 26.10.2018 wherein the auto rickshaw bearing No. No.MH-47-D-4026 is involved. It means at the time of accident, the vehicle was duly insured with the Insurer. Therefore, the insurer is liable to indemnify the Opposite party.

49. I have gone through the ruling cited and relied upon by the Insurer. They are not helpful to the case in hand.

50. The applicant has claimed interest @12% p.a. on the compensation amount. It is the general principle that in the petition under Motor Vehicles Act, interest should be granted equal to the rate of interest on fixed deposits of Nationalised banks. Therefore, I think it proper to grant interest at the rate of 7.5% per annum on the amount of compensation from the date of application. Hence, I answer Issue No.4 accordingly and pass the following order.

-: O R D E R :-

1. The petition is hereby allowed with costs against the opposite party and the Insurer.
2. Opposite party and the Insurer shall jointly and severally pay **Rs.8,43,706/- (Rupees Eight Lakhs Forty Three Thousand Seven Hundred Six only)** towards compensation to applicant along with interest @ 7.5% per annum from the date of application till its full realization.
3. Amount of Rs.25,000/-, if any, granted towards no fault liability to the applicant shall be adjusted from the above said amount of compensation.
4. Opposite party and the Insurer are directed to deposit the awarded amount to the credit of the below stated bank account of this Tribunal directly by NEFT/RTGS.

Account Name	MOTOR ACCIDENT CLAIMS TRIBUNAL, MUMBAI	
Account No.	**IFSC**	**MICR**
000000040777482356	SBIN0030002	400002273

5. On deposit of the amount, it be paid to the applicant by NEFT/RTGS **directly** in his bank account of the Nationalised bank of his choice against proper identification and by following the necessary office procedure, subject to payment of deficit Court fees, if any.

6. Award be drawn up accordingly.

MONICA INOK ARLAND Digitally signed by MONICA INOK ARLAND Date: 2026.01.23 17:39:39 +0530

[M. I. Arland]
CHAIRMAN
Motor Accident Claims Tribunal,
Mumbai

Mumbai
Date: 17.01.2026
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