MHLA010018242023

Received on : 08/05/2023
Registered on : 09/05/2023
Decided on : 11/05/2026
Duration : 03 Y 00 M 03 D

BEFORE THE CHAIRMAN, MOTOR ACCIDENT CLAIMS TRIBUNAL, LATUR
(Presided over by Sanjay J. Bharuka)

M.A.C.P. No. 139/2023 **Exh.No. 34**

Shivnanda Omprakash Sugave
Age- 55 yrs, Occu. H.H.
R/o. Shirur Anantpal, Dist. Latur
At present Viranjali Niwas, Sham Nagar,
near Mahadev Temple, Latur. ... **Claimant**

Versus

1) Mukund Hanmant Helale
Age- 26 yrs, Occu. Driver
R/o. Budhoda, Tq. Ausa, Dist. Latur
(Driver & Owner of Truck no. MH12-LT-1545)

2) The Branch Manager,
Cholamandalam MS General Insurance
Co. Ltd, Through its Branch office,
Ashok Hotel, Latur. ... **Respondents.**

Shri S.P. Survase, Advocate for the Claimant.
Exparte against Respondent Nos. 1
Shri S.G. Diwan, Advocate for Respondent No. 2

J U D G M E N T
(Delivered on 11/05/2026)

1. The claimant is the mother of Chandrashekhar (deceased), she filed present claim, as per Section 166 of the Motor Vehicles Act

for grant of compensation to the extent of Rs. 27,61,617/-.

2. In brief, case of the claimants is as under :-

Chandrashekhar (deceased) was doing private job as Business Development Manager in MAX Farmacia LLP Bhekrai at Pune. On 04/03/2023, Chandrashekhar (deceased) and claimant were proceeding on motorcycle bearing No. MH24-BN-2558 to Thor Makni, Tq. Nilanga, Chandrashekhar (deceased) was riding his motorcycle in moderate speed from his left side, when they reached at village Kelgaon, on Nitur-Nilanga road at about 4.00 p.m., respondent no. 1, was driving his truck bearing no. MH12-LT-1545 in rash and negligent manner, he came from wrong side and gave dash to the motorcycle of Chandrashekhar (deceased), due to which, Chandrashekhar fell on the ground and sustained grievous injuries, people gathered on the spot shifted him in the civil hospital, Nilanga and thereafter at Government Hospital, Latur and then at Sahyadri Super-speciality Hospital, Latur, where he died on 05/03/2023 and thereafter autopsy was done in Civil Hospital, Latur.

3. It is further contended that, on 19/03/2023 Mahadev Shankarappa Sugave (uncle of the deceased) filed complaint in Nilanga Police Station, Dist. Latur and offence came to be registered vide Crime No.83/2023 against respondent No.1/driver of offending truck, for the offences punishable under Sections 279, 337, 338, 427 and 304-A of the Indian Penal Code and Sec. 184 of the Motor Vehicles Act.

4. Claimant further contended that at the time of accident, age of Chandrashekhar was 32 years old, he was doing private job as

Business Development Manager in MAX Farmacia LLP Bhekrai at Pune and used to get monthly income of Rs. 13,000/-, claimant has been deprived from the future source of maintenance because of untimely death of Chandrashekhar, claimant was dependent on his income, and hence claimant prays for compensation under various heads.

5. It is further submitted by the claimant that the respondent No.1 is the driver and owner of the truck bearing registration No. MH12-LT-1545 and the said truck at the time of accident was insured with respondent No. 2, hence, both the respondents are liable to pay compensation to the claimant, jointly and severally.

6. Respondent no. 1 (owner cum driver of offending truck) though served, failed to appear, therefore, ex-parte order came to be passed against him.

7. Respondent No. 2 Insurance Company filed written statement (Exh.12) and denied happening of the accident of truck, negligence on the part of its driver, service, salary of Chandrashekhar and dependency of the claimant on his income. It is contended that, there was delay of 15 days to lodge the complaint, respondent No. 1 was not holding a valid driving licence at the time of accident, hence, he committed breach of terms of insurance policy and hence, respondent No. 2 is not liable to pay the compensation amount.

8. It is alternative submission of advocate of respondent no. 2 that, at the relevant time Chandrashekhar (deceased) was driving his motorcycle in high and excessive speed, he could not control his motor-cycle, due to sole negligence of him, accident occurred,

therefore, it is a case of own negligence of Chandrashekhar and hence respondent no. 2 is not liable to pay any compensation.

9. From the rival pleadings and documents on record, learned predecessor has framed issues at Exh. 13. I have reproduced the same and I have given my findings thereon for the reasons as stated below :

S.N.	Issues	Findings
1)	Whether claimant proves that Chandrashekhar died in accident, which occurred due to rash & negligent driving of truck no. MH-12-LT-1545 by respondent no.1?	In the Affirmative.
2)	Whether respondent no. 2 proves breach of policy by respondent no. 1?	In the Negative
3)	Whether respondent no. 2 proves contributory negligence on the part of Chandrashekhar (deceased)?	In the Negative
4)	Whether claimant is entitled for compensation? If yes, to what extent and from whom ?	Yes, As per final order
5)	What order ?	As per final order

REASONS

10. Learned Adv. Shri. S.P. Survase for the claimant submits that, death of Chandrashekhar was occurred due to rash and negligent act on the part of respondent No.1, at the time of accident, Chandrashekhar was doing private job and was getting monthly income of Rs. 13,000/-, his age was 32 years, claimant proved the

rash and negligent act of respondent no.1 and other points by leading evidence and filing necessary documents, and therefore, claimant is entitled for compensation from respondents jointly and severally.

11. Whereas, learned Adv. Shri. S.G. Diwan for respondent no. 2 submits that, accident occurred due to sole negligence on the part of deceased, as at the time of accident he was riding his motorcycle in rash and negligent manner, false FIR lodged against respondent no. 1 in collusion with police and respondent no. 1, hence insurance company is not liable to pay any compensation. In the alternative he submits that claimant has not examined any witness to prove that Chandrashekhar used to get monthly income of Rs. 13,000/-, hence notional income may be considered.

<u>As to issue nos.1 & 3</u>:-

12. Claimant Shivnanda Sugave (CW-1), who is the mother of Chandrashekhar (deceased) filed her evidence of affidavit at Exh.14, in which, she has stated that on 04/03/2023, she was proceeding alongwith her son Chandrashekhar on two wheeler from Kelgaon to Nilanga, Chandrashekhar was riding motor-cycle in moderate speed from his side, at that time respondent no. 1 was driving the truck bearing no.MH12-LT-1545 in rash and negligent manner, he gave dash to their motor-cycle, due to which both of them fell down on the road, Chandrashekhar sustained injuries on his vital parts of body and died during the treatment on the next day. In the cross-examination, claimant admits that no one informed the police about the accident immediately and information was given after 15 days of the accident. She denied the suggestion that truck bearing no.

MH12-LT-1545 did not give dash to them, Chandrashekhar was not riding his motor-cycle properly, due to which accident occurred.

13. It is true that there is delay of 15 days to lodge the complaint about happening of accident. It is pertinent to note that young son of claimant died in the accident, she herself sustained injuries, hence delay in lodging complaint appears to be probable and justified. On perusal of FIR, it appears that initially accidental death report 12/2023 came to be registered as per Sec. 174 of the Code of Criminal Procedure and after completion of said enquiry, offence came to be registered vide Crime No. 83/2023 against driver of the truck bearing no. MH12-LP-1545. It appears that during the investigation, name of respondent no. 1 was transpired, as a driver of the truck, who is also owner of the said truck.

14. On perusal of the spot panchanama (Exh.18) alongwith hand sketch map, it appears that the spot of accident is on Nitur-Nilanga road and its direction is north to south, in the vicinity of village Kelgaon, said road is of 50 feet in width, Chandrashekhar was proceeding from Nitur-Nilanga, accident took place on his extreme left side of the road, some broken pieces of parts of motor-cycle were found scattered on the spot of accident. So, spot panchanama and hand sketch map is sufficient to indicate that, Chandrashekhar was proceeding on his side and it was the offending truck, who crossed dividing strip line and gave dash to the motor-cycle of Chandrashekhar. So, it appears that offending truck came on the wrong side and gave dash to the motor-cycle and this act indicates that said truck was in high speed and respondent no. 1 driving it rashly and negligently. So, spot panchanama (Exh. 18), corroborates

the version of claimant.

15. It is pertinent to note that, in the present case, claimant is an eye witness to the accident, who was pillion rider on the said motor-cycle and she also sustained injuries in the said accident. So, she is one of the best witness to depose as to how accident took place. It appears that respondent no. 1, who is driver/owner of the truck, has been duly served but failed to appear and hence exparte order came to be passed against him. Respondent no. 1 has not examined himself to show that Chandrashekhar was also negligent at the time of accident.

16. It is pertinent to note that respondent no. 1 is one of the best witness to prove the contributory negligence on the part of Chandrashekhar. Admittedly, respondent no. 1 has not made any complaint against Chandrashekhar. Record indicates that after the accident, respondent no. 1 ran away from the spot, which speaks in volume about his negligence. Anyway, respondent no. 1 & 2 have not discharged the burden of contributory negligence on the part of Chandrashekhar. In view of above, nothing is on record to show the contributory negligence on the part of Chandrashekhar, except bare words of respondents, which are not sufficient.

17. It appears that claimant has not examined any other eye witness, except herself. In this backdrop, it is useful to see the judgment, in case of **Shriram General Insurance Company Ltd. Vs. Heeramani Singh and Others, 2022 (1) TAC 829 (Chhattisgarh),** in which the Hon’ble High Court observed that, merely non examination of eye witness would not be sufficient to hold that the vehicle in question was not involved in accident and authenticity of

charge-sheet filed under Sec. 279, 337 and 304-A, IPC, could not have been rebutted by respondents.

18. On perusal of evidence of claimant it appears that, she is the trustworthy witness and nothing has come on record to disbelieve her version. Spot panchanama and contents of FIR corroborates the version of claimant that respondent no. 1 was driving the offending Truck rashly and negligently and caused accident by giving dash to the motor-cycle of Chandrashekhar, in which he died. Inquest panchanama (Exh.19) and P.M. report (Exh.20) show that, Chandrashekhar died due to hemorrhage and shock due to injuries to vital organs and lungs.

19. When this Court considers evidence of claimant alongwith documents i.e. FIR, spot panchanama, inquest panchanama, P.M. Report, in the light of observation made in the judgments (cited supra), it appears that claimant has proved that on 04/03/2023, Chandrashekhar (deceased) and claimant were proceeding on motorcycle bearing no. MH24-BN-2558, at about 4.00 p.m. on Nitur-Nilanga road, at village Kelgaon, the truck driver (respondent No.1) drove the truck bearing registration no. MH-12-LT-1545, in rash and negligent manner, due to which, accident occurred, in which Chandrashekhar lost his life. Therefore, I answer issue No.1 in the ‘Affirmative’ and issue No.3 in the ‘Negative’

<u>As to issue No. 2</u> :-

20. It is the submission of respondent No. 2 Insurance Company that respondent no.1, who is driver/owner of the offending truck was not holding a valid driving license and the said truck was

not having valid permit and fitness, therefore, respondent no.1 committed breach of policy, hence, insurance company is not liable to pay any compensation.

21. On perusal of record, it appears that the claimant has filed driving licence of respondent no.1, which is at Exh. 22. Hence, I do not find any substance in the submission of insurance company as far as driving licence of respondent no. 1 is concerned. It is true that claimant, has not filed certificate of fitness of offending vehicle on record. Record indicates that respondent No. 2 Insurance Company has obtained permission from this Tribunal to contest the claim under Section 170 of M.V. Act and it was the obligation on the part of insurance company to prove the same by leading necessary evidence to that effect, but insurance company has not examined any witness to that effect. Mere denial on the part of respondent No.2 that owner has committed breach of condition of insurance policy, is not sufficient.

22. Record indicates that claimant has produced copy of insurance policy of offending vehicle below Exh.23, which indicates that insurance of offending vehicle was valid from 06/05/2022 to 05/05/2023, whereas accident in question occurred on 04/03/2023. Same is not disputed by insurance company. So, on the day of accident, insurance of offending vehicle was in force. Considering all the facts and circumstances, I come to the conclusion that, respondent No.2 Insurance Company has failed to prove that respondent no. 1, who is owner of the offending vehicle has committed breach of policy. Hence, I record my finding to point no. 2 in the ‘negative’.

<u>As to Issue Nos. 4 & 5</u> :-

23. CW-1 Shivnanda deposed that age of Chandrashekhar was about 32 years at the time of accident and to substantiate her contention she has filed copy of transfer certificate (Exh. 21) issued by Principal, Shivneri Mahavidyalaya, Shirur Anantpal of Chandrashekhar. On perusal of said document, it appears that, it is original copy of transfer certificate, in which date of birth of Chandrashekhar is mentioned as 03/03/1991. In inquest panchanama as well as postmortem report, age of Chandrashekhar is also mentioned as 33 years. Nothing has come on record to disbelieve the evidence of CW-1 and above mentioned documents regarding age of Chandrashekhar.

24. In view of above, this Tribunal considers the age of Chandrashekhar as '32' years for the purpose of computation of compensation amount. In the case of **Sarla Varma Vs. Delhi Transport Corporation (2009) 6 SCC 121,** the Hon'ble Supreme Court has given the guidelines in respect of multiplier for various age groups. As per the said guidelines, multiplier of '16' is applicable for the age group between '31 to 35'. Hence, in the present case, multiplier of '16' is applicable.

25. It is the case of claimants that Chandrashekhar used to earn Rs. 13,000/- per month, as he used to do private job as Business Development Manager in MAX Farmacia LLP Bhekrai at Pune and he used to get monthly income of Rs. 13,000/- per month. It appears that claimant has filed on record copy of appointment / offer letter to Chandrashekhar (deceased) for providing the monthly income of Chandrashekhar, but the said appointment/offer letter is not

proved by examining the witnesses.

26. It is the contention of respondent no. 2 Insurance Company that it is the initial duty of claimant to prove the income of deceased, by leading some evidence and mere bare words are not sufficient.

27. In the absence of documentary evidence, in respect of income of Chandrashekhar, notional income will have to be considered. It has come on record that, Chandrashekhar (deceased) used to do work in a private company in Pune. Considering the nature of work of Chandrashekhar (deceased), it would be appropriate to consider his notional income as Rs. 12,000/- per month. Thus, his annual income comes Rs. 1,44,000/- (i.e. 12,000/- x 12).

28. In the case of **National Insurance Company Ltd. Vs. Pranay Sethi, 2017 (4) TAC 673 SC**, Hon'ble Supreme Court has given the guidelines as to how to consider future prospects considering the age of deceased and his nature of job. In the present case, age of Chandrashekhar is considered as 32 years, who was doing private job. So, 40% amount of his salary, will have to be considered as future prospects, which comes to Rs. 57,600/- (40% of 1,44,000/-) and total income would be Rs. 2,01,600/- per annum (1,44,000/- + 57,600/-).

29. Admittedly, at the time of accident, Chandrashekhar was bachelor. In view of judgments of Hon'ble Supreme Court in the cases of **Sarla Varma** and **Pranay Sethi,** cited supra, 50% amount of his income, has to be deducted towards his personal expenses, while

making calculations of the compensation amount, which comes to Rs.1,00,800/- (50% of 2,01,600/-). As such, annual income of Chandrashekhar (deceased) would come to Rs.1,00,800/-. In view of earlier discussion, multiplier of '16' is applicable. Therefore, amount towards loss of dependency comes Rs. 16,12,800/- (i.e. 1,00,800/- x 16).

30. In the case of **Magma General Insurance Co. Ltd. Vs. Nanu Ram @ Chuhru Ram (2018) 18 S.C.C.130,** Hon'ble Apex Court has discussed entitlement of amount under conventional heads like consortium, funeral expenses and loss of estate, accordingly, the Hon'ble Apex Court granted Rs. 40,000/- to each claimants towards loss of consortium, Rs. 15,000/- towards funeral expenses and Rs. 15,000/- towards loss of estate. In the said judgment, the Hon'ble Apex Court has also held that there should be increase of 10% in the said amount in every three years. In view of above judgment, claimant is entitled to Rs. 44,000/- towards loss of consortium, Rs. 16,500/- towards funeral expenses and Rs. 16,500/- towards loss of estate.

31. Record indicates that after the accident Chandrashekhar was given treatment at Sahyadri Hospital and there is bill of Rs. 4000/-. It further appears that there are chemist bills and pathology bill total amounting of Rs. 26,217/-. Though, these bills are not exhibited in the evidence of claimant, but considering the facts and circumstances, it appears that claimant has incurred said amount towards medical treatment of Chandrashekhar (deceased). Hence, she is entitled for the said amount, which total comes to Rs. 30,217/- and it is made rounded as Rs.30,200/-.

32. As such, the claimant is entitled for compensation amount as follows:-

Sr. No.	Particulars	Amount Rs.
1)	Loss of dependency	16,12,800/-
2)	Loss of consortium	44,000/-
3)	Funeral Expenses	16,500/-
4)	Loss of estate	16,500/
5)	Hospital & Chemist Bills	30,200/-
	Total compensation payable	**17,20,000/-**
	(Rupees Seventeen lakhs Twenty Thousands Only)	

33. Considering all the facts and circumstances as discussed above, I come to the conclusion that, accident took place due to rash and negligent driving of respondent No.1 i.e. driver and owner of offending Truck bearing registration No. MH12-LT-1545 and said truck was insured with respondent no. 2. Hence, both the respondents are liable to pay compensation amount of Rs. 17,20,000/- to the claimant, jointly and severally. Considering the facts and circumstances of the case, claimant is also entitled for the interest @ 7% p.a. on the compensation amount from the date of filing the claim, till realization of the amount. In this backdrop, I record my findings to Issue No.4 & 5 accordingly.

34. Recently, Hon'ble Apex Court in the case of **Parmindar Singh Vs. Honey Goyal and others, 2025 SCC Online SC 567** made observations that, general practice is that Insurance Company deposits amount of compensation before the Tribunal and later on, said amount is transferred to the bank account of claimant directly or

by issuing cheque and this process takes 15 to 20 days. To avoid this delay, Hon'ble Apex Court gave direction that compensation amount should be deposited in the bank account of claimant directly by the Insurance Company.

35. In view of observations made by Hon'ble Apex Court, respondent nos. 1 to 3 jointly & severally are directed to deposit the compensation amount directly in the bank account of claimants and necessary order is passed in operative part of this judgment. In the result, I proceed to pass following order :-

ORDER

1] Claim petition is partly allowed with proportionate costs.

2] Respondent Nos. 1 & 2 are directed to pay the amount of compensation of Rs. 17,20,000/- (Rupees Seventeen Lakhs Twenty Thousands Only) inclusive of amount of compensation awarded under No Fault Liability, together with interest @ 7% p.a. from the date of claim petition till actual realization of entire amount to the claimant jointly and severally.

3] Respondent No. 2 Cholamandalam MS General Insurance Co. Ltd is directed that out of compensation amount, Rs. 10,00,000/- (Rupees Ten lakhs Only), shall be invested in fixed deposit for the period of 05 years **State Bank of India, Branch at Shirur Anantpal, Dist. Latur** in the name of claimant.

4] Claimant is entitled to receive interest on the said amount quarterly. Claimant is not entitled to withdraw the said amount without the permission of the Tribunal. Bank is directed not to permit the claimant to withdraw the amount without completion of said period or without the permission of this Tribunal.

5] Respondent No.2 Cholamandalam MS General Insurance Co. Ltd is directed to credit remaining amount of compensation in the name of claimant in the **State Bank of India, in saving bank account no. 44213225483 having IFSC Code No. SBIN0004799, Branch situated at Shirur Anantpal, Dist. Latur.**

6] After depositing the amount, respondent no. 2 /Insurance Company is directed to furnish the particulars about the same to this Tribunal.

7] After compliance from the insurance company as per clause 4, office is directed to give instruction to the above said bank that claimant is not entitled to withdraw the fixed deposit amount without completion of period of 05 years.

8] Claimant shall pay the deficit court fees within 15 days from the date of this order, if any and thereafter only claimant will be entitled to withdraw the amount from the bank account. If claimant try to withdraw the amount without payment of deficit court fees, then necessary action will be taken against her.

9] Advocate of claimant is directed to explain the operative order to the claimant in vernacular and make her understand to follow the same. Advocate is further directed to provide the copy of operative order to the concerned bank, where amount of Rs. 10 lakhs is to be deposited.

10] Award be drawn up accordingly.

DISTRICT COURTS MAHARASHTRA

Digitally signed by SANJAY JUGALKISHOR BHARUKA
Date: 2026.05.11 17:28:26 +0530

(S. J. Bharuka)

Date : 11/05/2026 **Chairman, M.A.C.T. Latur.**

"CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL SIGNED JUDGMENT/ORDER".

C.R. Kulkarni
Stenographer (Grade-1)

Name of the Judge(With Court Room No.)	Shri. S.J. Bharuka, Chairman, M.A.C.T. Latur. (22)
Date for pronouncement of Judgment/Order	11/05/2026
Judgment/Order signed by P.O. on	11/05/2026