MHMT010012002017

Presented on		13.07.2017
Registered on		29.08.2017
Decided on		05.08.2026
Duration		9-Y 0-M 24-D
Exhibit	:	62

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL, MUMBAI
MOTOR ACCIDENT CLAIM PETITION NO.1360 OF 2017
(BEFORE M. G. DESHPANDE)

1 **Smt. Mina Babaso Chormare**
Age : 36 years,
(Wife of the deceased)

2 **Kum. Vaibhav Babaso Chormare**
Age : 20 years,
(Son of the deceased)

3 **Kum. Ashwini Babaso Chormare**
Age : 15 years,
(Minor Daughter of the deceased)

4 **Smt. Ratnabai Jagnnath Chormare**
Age : 70 years,
(Mother of the deceased)

Applicant No.3 is minor through his
mother and next friend, claimant No.1
Smt. Mina Babaso Chormare

All Residing at- Mahadev Lane,
At/Post- Charan, Tal. Shirala,
Dist. Sangali – 415 405. **Claimants**

Versus

1 **Mr. Nitin Madhukar Kuveskar**
R/at- 302, Jai Gurudev Compound,
At/Post- Kalher, Tal. Bhiwandi,
Dist. Thane. **Opp. Party**

AND

2 **Cholamandalam General Ins. Co. Ltd.**
Dastor House, 2nd Floor,
Perin Nariman Street, P. M. Road,
Fort, Mumbai- 400 001. **Insurer**

CLAIM :- COMPENSATION UNDER SEC.166 OF THE M.V. ACT

Appearance :

Mr. B. R. Patil, Ld. Adv. for Claimants.
Opposite party -Exparte.
Mr. Sharad Golande, Ld. Adv. for the Insurance Company.

JUDGMENT
(Dt. August 05, 2026)

This is a claim under Section 166 of The Motor Vehicles Act, 1988 (for short 'M.V. Act') for compensation of Rs.25,00,000/- on account of death of Babaso Jagannath Chormare against the Opposite party and the Insurance company being the owner and the Insurer of the Motor Luxury Bus No.MH-04-GP-3459 which was involved in the accident.

2. The claimant No.1 is the wife whereas claimants No.2 and 3 are the children of the deceased and claimant No.4 is the mother of the deceased.

CASE OF CLAIMANTS

3. On 01.01.2017 at about 01:00 a.m., when Babaso Jagannath Chormare (hereinafter referred to as 'the deceased') was standing by the side of Mumbai-Pune Express Highway, suddenly Motor Luxury Bus No.MH-04-GP-3459 (for short 'the offending Bus') came in a fast speed, rash and negligent manner dashed him. Due to the said impact, he fell down and sustained serious injuries. After the accident, he was taken to Lokmanya Hospital, Nigdi, Pune for the medical treatment but doctor of the

said hospital declared him dead before admission. It is also contended that he was 40 year old and earning Rs.15,000/- per month by serving in Sajiree Tours and Travels as a Supervisor. It is further contended that the accident was caused solely due to the rash and negligent driving of the offending Bus. With this, claimants contended to allow the claim petition and compensate them.

4. The Opposite party did not appear, hence the claim petition proceeded ex-parte against him.

5. The Insurance company filed their written statement (Exh.18) and strongly opposed the claim by raising various defences. With general denials, the Insurer contended that claimants have filed fake registration particulars. It was not issued by them. It is also contended that the driver of the offending Bus was not holding a valid and effective driving license. It is contended that there was a breach of terms and conditions of the Insurance policy as the driver of the offending Bus was not holding a valid and effective driving license. They contended that the petition is bad for non-joinder of necessary party. They further contended that the accident took place due to the contributory negligence of the deceased. With this, the Insurance company contended that they are not liable to pay any compensation and prayed to dismiss the claim petition.

6. Heard arguments of Ld. Adv. Mr. B.R. Patil for the claimants, and Ld. Adv. Mr. Sharad Golande for the Insurer at

length. Additionally, Ld. Advocates for the claimants and the Insurer submitted their written arguments at Exh.60 and Exh.61 respectively. Carefully read the same.

7. Following Issues were framed at Exh.19. I am recording following findings thereon for the reasons discussed below:-

	ISSUES	FINDINGS
1	Do claimants prove that the deceased died in the accident dt. 01.01.2017 which occurred due to the rash or negligent driving of the driver of Motor Luxury Bus No.MH-04-GP-3459?	In the Affirmative
2	Whether the Insurer proves that RTO Extract filed by the claimant is fake, bogus and fabricated and the said vehicle was not insured with this Insurer?	In the negative.
3	Whether the Insurer proves that the Opposite party has committed breach of terms and conditions of the Insurance policy?	In the negative.
4	Whether the petition is bad for non-joinder of necessary party?	In the negative.
5	Whether the Insurer proves that the accident took place due to the contributory negligence on the part of the deceased himself?	In the negative.
6	Are claimants entitled to compensation? If yes, to what extent and from whom?	Yes, as per final order.
7	What order?	As per final order

REASONS

ISSUES NO.1 AND 5 :-

SUBSTANTIVE EVIDENCE

8. The claimant No.1- Smt. Mina Babaso Chormare has examined herself (CW1) and Mrs. Jyotsna Shantaram Devulkar,

Sr. Clerk with RTO (CW2). She further relied on following documents:-

DOCUMENTS

Exh.28	Copy of FIR
Exh.29	Copy of Spot Panchnama
Exh.30	Copy of Inquest Panchnama
Exh.31	Provisional Cause of Death Certificate
Exh.32	Vehicle Particulars
Exh.33	Memorandum of Postmortem Report
Exh.34 to Exh.37	Copies of Aadhar Card of the claimants No.1 to 4
Exh.44	Authority Letter of CW2
Exh.45	Copy of Identity Card of CW2
Exh.46	Vehicle History Report of Bus No.MH-04-GP-3459

9. The Insurer has examined Mr. Santosh Arjun More, Manager in TP Claims Department of Cholamandalam General Insurance Co. Ltd. (DW1) and relied on following documents:-

Exh.52 colly.	Copies of Search Reports
Exh.53	Copy of Insurance Policy standing in the name of Shantaram Dnyandev Kharat
Exh.54	Copy of Police Complaint with Postal Receipt
Exh.55	Tracking Report
Exh.56	Reminder Letter alongwith Postal Receipt
Exh.57	Speed Post Tracking Report
Exh.58	Certificate under Sec.63 of Bhartiya Sakshya Adhiniyam

10. Admittedly, wife of deceased (CW1) is not an eye witness of the occurrence of accident. Therefore, it is necessary to examine the Police papers to find out the facts which are relevant to prove occasion, cause and effect of the said accident.

11. FIR Exh.28 was lodged by Balkrishna Maruti Patil, who is an eye witness to the accident. Exh.29 is the Spot Panchnama. The accident took place on 01.01.2017 at 01:00 a.m. and the Spot Panchnama (Exh.29) was also recorded on the same day indicating no delay. The situation existing on the spot is clearly recorded therein.

12. The spot of accident picturesquely described therein clearly indicates that the deceased who was bystander, had stood at the fag Southern edge of the road which runs East-West. Even the dimension of the said road are mentioned in the rough sketch marks as well as the Spot Panchnama. It is therefore clear that the deceased was standing at the said fag Southern edge of the road when the offending Bus dashed him.

13. It is necessary to note that the offending Bus is a heavy locomotive and the driver of such heavy locomotive should be very careful in driving the Bus, so that there should not be any accident either by driving it in high speed, rash or negligent manner. Even if any such Bus meets with an accident, the situation should not reflect any negligence or rashness on the part of its driver. Not only this but the driver of such heavy locomotive is expected to observe each and every situation

including pedestrians, bystanders on his way. If there is likelihood of any accident such driver should control his vehicle in such a way that it should not meet with an accident.

14. Careful perusal of the Spot Panchnama (Exh.29) clearly indicates that there was no negligence on the part of the deceased to keep himself standing at the fag edge of the road. On the contrary, when the Bus dashed it in the situation described in the Spot Panchnama (Exh.29), its driver was careless in not controlling the speed of his Bus and not avoiding the said unfortunate accident. That apart, the Charge-sheet was filed against the driver of the offending Bus and he was prosecuted for the same. Therefore, it is clearly proved that the said accident took place due to sole negligence of the driver of the offending Bus and the deceased who was standing at the fag edge of the road, never contributed the same.

15. Admittedly, FIR (Exh.28) was lodged against the Bus driver who was subsequently charge-sheeted for the said offence. Provisional Certificate of Cause of Death (Exh.31) proves that Babaso Jagannath Chormare died in the said accident due to '**Polytrauma**'. All this unequivocally proves that Babaso Jagannath Chormare succumbed to the injuries sustained in the said accident. At the cost of repetition, it has to be noted that the driver of any Bus should drive it with utmost care and caution so that it should not meet any accident and even if meets with accident that should not reflect rashness or negligence on his part. Hence, much discussion is not necessary

to hold that the accident occurred due to sole negligence of the driver of the offending Bus. Therefore, **Issue No.1 is answered in the affirmative, whereas Issue No.5 is answered in the negative.**

ISSUES NO.2, 3 AND 4:-

16. It is contention of the Insurer that RTO Extract filed by the claimant is fake, bogus and fabricated and the said vehicle was not insured with this Insurer. It is further contention of the Insurer that the driver of the offending Bus was not holding valid and effective driving license at the time of accident.

17. To prove the same, the Insurer examined Mr. Santosh Arjun More, Manager in TP Claims Department of Cholamandalam General Insurance Co. Ltd. (DW1). He has filed copies of Search Reports (Exh.52 colly.), copy of Insurance Policy standing in the name of Shantaram Dnyandev Kharat (Exh.53), copy of Police Complaint with Postal Receipt (Exh.54), Tracking Report (Exh.55), Reminder Letter alongwith Postal Receipt (Exh.56), Speed Post Tracking Report (Exh.57) and Certificate under Sec.63 of Bhartiya Sakshya Adhiniyam (Exh.58).

18. On the other hand, Ld. Adv. for the claimants pointed out the evidence of Mr. Santosh More (DW1). In the cross-examination, he admits that recently in September 2025, he joined the said Insurance company and he has no knowledge as

to when the Software inside the Computer of the company through which he took the printouts, had been changed. He further admits that the policy is issued with QR Code through the Software of their company. He further admits that except taking such through their Software his company has not made any other inquiry about the policy throughout during 2017 to 2025, when his company received the claim petition in December 2017. He further admits that the claim petition was alongwith vehicle particulars issued by RTO Thane, but they had not made any inquiry as to why such Insurance particulars provided in the RTO Record indicates the name of their company. His answered that they had never issued any policy as such, thus question of sending any letter during 2017 to 2025 and asking the particulars, does not arise, is not justified in view of the legal obligations cast on the Insurance company.

19. Stepping ahead, he (DW1) clearly admits that the record he has filed that day had been collected by erstwhile Officer of the company but the said record was not filed in the Court. He clearly admits that when the accident took place in the year 2017, until 2025 his company had not made any correspondence with the Police Department asking the details as to how the name of company is mentioned in the vehicle particulars. Admittedly, the Insurance company has not contacted Thane RTO about such details and Insurance policy.

20. It is contention of the Insurer that the Insurance policy stands in the name of Shantaram Dnyandev Kharat in respect of

vehicle bearing No.MH-14-BA-8211. For that, they relied on the copy of Insurance Policy (Exh.53). That being so, question still remains why the Insurance company kept mum and not approached the Police Authorities, RTO Authorities nor lodged any prosecution regarding alleged fabrication of the policy, for such a long period. Not raising any finger of objection since they received the claim petition in December 2017, clearly speaks volume giving rise to the adverse inference that all such documents and theory put-forth by the Insurance company are afterthought.

21. Exh.54 to Exh.57 are the Applications allegedly sent by the Insurance company to the Police Authorities. All these documents and Tracking Reports clearly indicate the circumstances of transaction from 15.11.2025 onward. I have already noted above about keeping silence for an inordinate long time coupled with ostensible attempts pretending the approach of the Insurance company to the Police Authority, is nothing but a pretendence on the part of the Insurance company that they have approached the appropriate legal forum. However, there is nothing to show that inaction on the part of the Police Authorities concerned, was challenged by the Insurance company before the Hon'ble High Court. Also, the Insurance company has not taken any action against the owner of the offending Bus for registering incorrect, false and deceiving particulars with RTO Authority. Therefore, in my opinion, the claimants cannot be deprived of their legitimate rights due to such flimsy defences. Thus, I hold that being the Insurer, the

Insurance company is liable to pay the compensation to the claimants. Even otherwise by raising contention of contributory negligence the Insurance company is blowing hot and blowing cold which cannot be acknowledged at Law. In this premises, I hold that the RTO Extract filed by the claimants is not fake, bogus and fabricated indicating that the said vehicle was not insured with the Insurer. There is no breach of terms and conditions of the Insurance policy nor the petition is bad for non-joinder of necessary party. With this, **Issues No.2, 3 and 4 are answered in the negative**.

ISSUE NO.6 :-

22. In view of affirmative finding of Issue No.1, it is necessary to determine the quantum of compensation. Claimant No.1 deposed that the deceased was 40 year old when met with an accident. Provisional Certificate of Cause of Death (Exh.31) of the deceased indicates his age as **40 years**. There is no specific contention of the Insurer that age mentioned in the Medical papers is incorrect or falsely mentioned. Thus, prima facie, it is proved that the age of the deceased on the date of accident-death was **40 Years**. Hence, multiplier of **'15'** will be applicable.

23. Contention of the claimant No.1 is that the deceased was serving in M/s. Sajiree Tours and Travels as a Supervisor and earning Rs.15,000/- per month plus overtime. She (AW1) could not adduce any documentary evidence to support this

contention. Admittedly, no oral evidence was led on the point of monthly income of the deceased. Even if that been so, yet entitlement of the claimants cannot be disbelieved or rejected. The Insurance company could not point out that the deceased had been suffering from any illness or ailment when he met with an accident. Since there is no concrete evidence to show that the deceased was earning Rs.15,000/- per month, his notional income at the same rate can be considered which will not cause any prejudice. It has to be noted that accident till death of the deceased made his family orphan, since he was the only bread winner of his family. In all five dependents were in his family and he was maintaining them until his death, itself demonstrates that he must be earning Rs.15,000/- per month at the relevant time. Hence, the annual income of the deceased comes to **Rs.1,80,000/-**.

24. Age of the deceased on the date of accident was **40 Years**. As per the law laid down in the case of **Sarla Verma & ors. Vs. Delhi Transport Corporation & Another [2009 ACJ 1298 (SC)]** and **National Insurance Company Limited Vs. Pranay Sethi and Others [2017 (4) T.A.C. 673 (S.C.)]**, **Multiplier '15'** is provided for the age span 36-40 years. As noted above, age of the deceased on the date of accident was **40 Years**. Certainly multiplier **'15'** shall have to be applied. The deceased was **40 years** old on the day of accident, hence an addition of **40%** future prospects will have to be added.

25. Admittedly, the deceased was married having children, mother and wife. Therefore, deduction for personal expenses will have to be taken as **1/4th**. Moreover, the Hon'ble Supreme Court in **Magma General Insurance Co. Ltd. Vs Nanu Ram [(2018)18 SCC 130]** has given a comprehensive interpretation to '**Consortium**' to include spousal consortium, parental consortium as well as filial consortium. Thus, Rs.40,000/- each with 20% addition can be granted to the claimants under these heads. Relying on the principles laid down in **Pranay Sethi (Supra)** the other conventional heads of loss of estate and funeral expenses also need to be considered. Thus, the compensation is calculated as follows:-

	HEADS	**CALCULATIONS**
1	Yearly Income of the deceased **Rs.1,80,000/- + 40% Future Prospects** = (Rs.1,80,000/- + Rs.72,000/-)	Rs.2,52,000/-
2	**1/4th** of the income of the deceased for the personal and living expenses of deceased and claimants (as per the judgment of **Pranay Sethi's Case (Supra)** (Rs.2,52,000/- divided by 04) Actual income = (Rs.2,52,000/- minus Rs.63,000/-)	Rs.1,89,000/-
3	Deceased was **40 Years** old, hence, **multiplier '15'** is applicable. Rs.1,89,000/- x 15 (Multiplier)	Rs.28,35,000/-
4	Spousal Consortium for wife (claimant No.1 Rs.40,000/- + 20%), Parental Consortium for children (claimants No.2 and 3 - Rs.40,000/- + 20%) Filial Consortium for mother (claimant No.4 - Rs.40,000/- + 20%)	Rs.1,92,000/-

5	Loss of Estate (Rs.15,000/- + 20%)	Rs.18,000/-
6	Funeral Expenses (Rs.15,000/- + 20%)	Rs.18,000/-
	TOTAL	**Rs.30,63,000/-**

Thus, claimants are entitled to the compensation amount of **Rs.30,63,000/-** which is 'just and fair'.

26. Considering the trend of Nationalized Banks in awarding interest, I am of the opinion that an interest @ 7.5% per annum would be sufficient from the date of filing of the petition until the realization of the compensation amount.

27. I am constrained to note that there are specific directions of the Hon'ble Supreme Court in the circulated Judgment of **Parminder Singh Vs. Honey Goyal and others [(2025) 9 SCC 539]** suggesting mode of disbursement of compensation that process can be streamlined by directly transferring amount in Bank Accounts of claimant, so that Insurance companies and claimants are saved from hassles of Court processes.

28. Everyone knows this specific direction of the Hon'ble Supreme Court for safeguarding interest of the victims, yet the procedure adopted in this MACT is traditional having no safeguard in respect of valuable compensation amounts of the victims and legitimate distribution thereof. Ever since the Hon'ble Supreme Court laid down these directions, till date there is reluctance and non-inclination in following the true spirit behind it. Insistence is being made in this Tribunal for

availing the traditional practice followed in this Tribunal for which the Hon'ble Supreme Court streamlined the procedure by directing everyone to ensure the compliance thereof. This is high time to scrupulously follow the said directions in true spirit thereof. This matter (MACP No.1360 of 2017) cannot be exception for the same, since no Account details of the claimant have been submitted in this Court till date. Therefore, the claimant is required to file immediately the details of his exclusive Bank Account i.e. Account Number, Bank Name, Branch Name, Place, IFS Code etc. alongwith verified copies thereof and also provide the same to the Ld. Adv. Mr. Sharad Golande for the Insurer within two weeks.

29. The Insurance company and their Ld. Advocate Mr. Sharad Golande shall note that the payment of compensation should be directly made in the account of the claimant and not in the account of MACT Mumbai. With this, Issue No.6 is answered accordingly and following order is passed :-

ORDER

(i) MACP No.1360 of 2017 is allowed with costs.

(ii) The Opposite Party and the Insurance company shall jointly and severally pay a sum of **Rs.30,63,000/- [Rupees Thirty Lakh Sixty-Three Thousand only]** inclusive of the NFL amount, if any, to the claimants with an interest @ 7.5% per annum from the date of filing of the claim petition until its actual realization, by **directly depositing it in the account of the claimants within a month after receiving the details thereof from the claimants as directed hereafter**, strictly as directed by the Hon'ble Supreme Court.

(iii) The amount of compensation be apportioned amongst the claimants as under :-

- Out of the aforesaid amount, Rs.7,00,000/- alongwith accrued interest be invested in the name of minor claimant No.3- minor daughter of the deceased in any Nationalized Bank in a Fixed Deposit under the guardianship of his mother till he attains the age of majority.

- Rs.7,00,000/- alongwith accrued interest be paid to the claimant No.2- major son of the deceased and amount of Rs.5,00,000/- alongwith accrued interest be paid to the claimant No.4- mother of the deceased.

- Remaining balance amount alongwith accrued interest be paid to the claimant No.1- wife of the deceased.

(iv) For the aforesaid purpose, the claimants shall provide all details of their Bank Accounts i.e. Account Number, Bank Name, Branch Name, Place, IFS Code etc. alongwith verified copies thereof to the Ld. Adv. Mr. Sharad Golande as well as to the Insurance company through him within 15 days from this date.

(v) The Insurance company and their Ld. Advocate on record Mr. Sharad Golande shall note that the **payment of compensation should be directly deposited in the Account of the claimants and not in the Account of MACT Mumbai**.

(vi) The Insurance Company shall not deposit the compensation amount in this Tribunal.

(vii) The claimants shall pay deficit Court fee, if any.

(viii) Award be drawn accordingly.

MADHAV GOPAL DESHPANDE

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Date: 2026.08.05 17:13:03 +0530

(**M.G. Deshpande**)
Member, C.R. No.2
MACT, Mumbai

Date : 05.08.2026

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