

**MOTOR ACCIDENT CLAIM TRIBUNAL JUDGE,
ADDITIONAL DISTRICT AND SESSIONS JUDGE, FAST TRACK
COURT, RAMPURHAT, BIRBHUM**

Present : Sandip Kumar Kundu (WB 00988)

Judge, Motor Accident Claim Tribunal,
Additional District and Sessions Judge,
Fast Track Court, Rampurhat, Birbhum.

Dated the 19th day of March, 2026



**M.A.C. Case No. 22 of 2020
CIS Registration No. 22 of 2020
CNR No. WBBB05-000373-2020**

JAKERA BIBI AND ANOTHER

..... Claimants

-Versus -

**1. ANESUR RAHAMAN and
2. IFFCO TOKIO GENERAL
INSURANCE CO. LTD.**

..... Opposite Parties

**33
19.03.2026**

Today is fixed for passing the order.

The parties file haziras.

The case record is taken up for passing the order.

This is a compensation claim under Section 163A of the Motor Vehicles Act, 1988 (hereinafter referred to as 'the M.V. Act' in short) brought at the instance of the claimants, being the parents and legal heirs of the deceased, namely Samima Parvin, arising out of the accidental death of the victim, allegedly involving a motor vehicle bearing registration No. WB 45-2886 (Tractor).

The brief facts of the case of the claimants are that on 06.12.2019, Samima Parvin (victim deceased), while proceeding towards her grandfather's house at village Modhura from village Harioka by a scooty as a pillion rider, at about 9 a.m., near village path of Paikpara Muslimpara more, fell down from the scooty.

At that time, a tractor bearing registration No. WB 45-2886, proceeding in the same direction at an excessive speed and driven in a rash and negligent manner without blowing any horn, dashed against Samima Parvin from behind. As a result, she sustained grievous injury on her person. Thereafter, she was shifted by the local people to Rampurhat Medical College and Hospital, District Birbhum, where she expired.

The claimants further contended that due to the said accident, Rampurhat P.S. U.D. Case No. 529/2019 dated 06.12.2019 was started and a postmortem examination of the deceased was conducted at Rampurhat Government Medical College and Hospital. Thereafter, Nalhati P.S. Case No. 423 of 2019 dated 14.12.2019 under sections 279/304A of the Indian Penal Code (G.R. Case No. 1554/19) was started against the accused driver of the offending vehicle bearing No. WB 45-2886. The claimants further stated that due to rash, negligent and cautiousness less driving by the driver of the said offending vehicle, the victim's death was caused consequent to the accident. Due to the abrupt termination of the victim, the claimants have suffered both pecuniary and non-pecuniary losses. On the date of the accident, the deceased, Samima Parvin was aged about 17 years and was a student of class XII at Harioka High School. She used to earn Rs. 3,000/- per month by rendering tuition and was a partially earning member of her family.

Thus, by filing this case, the claimants have prayed for compensation of Rs. 5,00,000/- along with general damages, funeral expenses and 9% plus interest per annum from the date of filing of the case till realization of the amount, subject to the consideration of the Tribunal, against the insurance company as well as the owner of the offending vehicle and also for appropriate costs.

It is pertinent to mention that initially case was filed by the claimants under Section 164 of the M.V. Amendment Act, 2019, but during the course of the proceedings, the claimants amended the claim application and prayed for relief under Section 163A of the M.V. Amendment Act, 2018.

OP No. 1, being the owner of the allegedly offending vehicle, appeared and contested the case by filing a written objection. According to this OP, the instant case is not maintainable either in facts and in law, it is barred by limitation and is defective in its form and foundation. OP No. 1 denied the occurrence of the accident and contended that the alleged offending vehicle was duly insured with OP No. 2 at the time of alleged accident. As such, OP No. 1, being the owner of

the vehicle, has no liability to pay any compensation to the claimants as claimed in the instant case. This OP prayed for dismissal of the case with costs.

OP No. 2, the insurance company, also contested the case by filing a written objection, taking all the defences available under Section 170 of the M.V. Act, in addition to the statutory defences under Sections 147 and 149 of the said Act. In its written objection, this OP/insurance company, *inter alia*, raised the issue of cause of action for filing the case and pointed out defects of parties due to non-joinder and mis-joinder of necessary parties.

The crux of the defence contention is that the alleged offending vehicle did not cause any accident resulting in the death of the victim. This OP denied that the offending vehicle was insured with the OP, insurance company at the material time. OP No. 2 stated that the driver of the said vehicle had no valid driving license to drive the said vehicle and as such, the policy conditions were violated by the insured. According to OP No. 2, the victim herself was moving on the wrong side of the road without paying due attention to the traffic, thereby contributing to the occurrence of the alleged accident. As such, the element of contributory negligence is required to be considered for proper adjudication of the instant claim case.

It is also contended by this OP that the amount of compensation claimed is fantastically excessive, abnormal and without any legal basis. Therefore, the claimants are not entitled to any compensation and or interest thereon against this OP. and as such, the claim application is liable to be rejected. Thus, OP No. 2 has prayed for dismissal of the claim of the claimants with compensator costs.

POINTS FOR DETERMINATION

Upon going through the rival versions, the following points have been reduced for consideration and adjudication of this case in its true perspective:

- 1) Is the claim case maintainable in its present form and in law ?
- 2) Did Samima Parvin die in a road traffic accident ?
- 3) Was the vehicle bearing registration No. WB 45-2886 (Tractor) involved in the said accident ?
- 4) Was the said vehicle under the coverage of insurance policy issued by the IFFCO TOKIO General Insurance Company Limited at the time of accident ?

- 5) Are the claimants entitled to get relief, as claimed ?
 6) To what other relief(s) the claimants are entitled ?

EVIDENCE ON RECORD

During the trial of this case, claimant No. 2, Noor Imam Ali, deposed for himself and on behalf of his wife, claimant No. 1, Jakera Bibi, as PW 1. One Aleya Khatun, claiming to be an eye witness to the accident, deposed as PW 2 in support of the case of the claimants.

On the other hand, the MVI (Technical), Rampurhat was examined on behalf of OP No. 2, the insurance company, as OPW 1. OP No. 1 Anesur Rahaman, himself deposed in this case as OPW 2 and the MVI (Technical), MV Section, Suri, Birbhum was examined from the side of OP No. 1 as OPW 3.

At the time of adducing evidence, PW 1 produced certain documents, which were marked as exhibit as follows :

Exhibits	Particulars of Documents
1 to 6	Certified copies of formal FIR, with written complaint, charge-sheet and three seizure lists of Nalhati P.S Case No. 423 of 2019 dated 14.12.2019, under sections 279/304A of the Indian Penal Code
7	Photocopy of insurance policy certificate of vehicle No. WB 45-2886
8	Certified to be true copy of postmortem examination report of deceased Samima Parvin
9	Original Aadhar card of PW 2
10	Original Aadhar card of deceased Samima Parvin
11	Photocopy of registration certificate of vehicle No. WB 45-2886
12	Photocopy of tax receipt vehicle No. WB 45-2886
13	Photocopy of pollution certificate vehicle No. WB 45-2886

Some documents were exhibited on behalf of the opposition side, which are as follows :

Exhibits	Particulars of Documents
A	Authorization letter dated 06.03.2025
B	Authorization letter dated 10.09.2025

C	Certified true copy Driving Licence Issue Register dated 10.09.2025 (2 sheets)
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DECISION WITH REASONS

Now, for the sake of brevity in discussion and deliberation, and to avoid needless repetition, all the points having close nexus with each other are taken up together for the final disposal of the case in its true perspective. Thus, a careful scrutiny of the oral as well as documentary evidence adduced by both sides becomes inevitable for proper appreciation of the case.

As per the contention of the claimants, the accident took place on 06.12.2019 and the record reveals that the instant case was filed on 24.08.2020. The claimants have sought relief as provided under Section 163A of the M.V. Act. The statute does not provide any specific provision to hold that this case is barred by the law of limitation. During the hearing, nothing has been agitated by the OPs that the claimants have no cause of action to file the claim case or that the case is affected due to non-joinder of necessary parties. Having regard to the case made out by the claimants, coupled with the relief sought for, this Tribunal has no hesitation in holding that the instant case is well maintainable in its present form and in law.

It is the case of the claimants that the deceased, Samima Parvin, met with an accident on 06.12.2019 at about 9 a.m. involving the vehicle bearing registration No. WB 45-2886 and subsequently succumbed to her injuries. PW 1 in his evidence, narrated the entire case in consonance with the averments made in the claim application. According to this witness, the accident occurred due to the rash and negligent driving of the driver of the offending vehicle.

PW 2, claiming to be an eye witness to the accident, stated in her examination-in-chief that at the time of the accident she was driving the soccty and the deceased, Samima Parvin was a pillion rider. When they reached near Paikpara Muslim Para more, due to stacking of sand beside the path, the scooty slipped and they fell down. At that time, the offending vehicle, coming from the same direction at an excessive speed and in a rash and negligent manner without blowing any horn, directly dashed against the victim, Samima Parvin.

PW 1 produced certified copies of the formal FIR along with the written complaint, charge-sheet, seizure lists in connection with Nalhati P.S. Case No. 423 of 2019 dated 14.12.2019 under sections 279/304A of the Indian Penal Code, which have been proved and marked as Exbt. 1 to Exbt. 6 respectively. These documents duly corroborated the case of the claimants. Further, the certified copy of the post-mortem examination report of Samima Parvin (Exbt. 8) confirms her death and it transpires from the said document that the death was caused due to the injuries which were ante-mortem in nature.

Both PW 1 and PW 2 were subjected to cross-examination, but nothing has come out which could shake their credibility. In fact, I find no earthly reason to discard their evidence. Taking into consideration the facts before the Tribunal in the light of evidence on record, I have no hesitation in holding that Samima Parvin, the daughter of the claimants, died due to a road traffic accident involving the offending vehicle bearing registration No. WB 45-2886.

Upon examining the evidence on record, both oral and documentary, this Tribunal finds materials that the accident occurred due to rash and negligent driving by the driver of the offending vehicle bearing registration No. WB 45-2886, but I do not intend to enter into the merits of the same, as the claimants have filed the instant case under Section 163A of the M.V. Act, where proof of rash and negligent driving is not required for the claimants to succeed.

Therefore, after giving thoughtful consideration of the nature of this proceeding and upon evaluating all the materials on record, this Tribunal is *prima facie* of the view that the vehicle bearing registration No. WB 45-2886 was directly involved in the incident, as a result of which the victim, Samima Parvin, died in a road traffic accident.

Now the question arises for determination as to whether the offending vehicle was insured with OP No. 2 at the time of the accident. During the evidence, PW 1 produced a photocopy of the certificate of the insurance policy of the offending vehicle bearing registration No. WB 45-2886, which was marked as Exbt. 7. It reflects that the vehicle in question was insured with OP No. 2, and the insurance policy was valid from 21.08.2019 till midnight of 20.08.2020. Therefore, it is clear that on the date of the accident, i.e., on 06.12.2019, the offending vehicle was under valid insurance coverage with OP No. 2.

In this case, OP No. 2, *inter alia*, took the plea that the offending vehicle had been driven by a person who did not possess a valid and effective driving licence at the time of the accident. According to the insurance company, there was a breach of the terms and conditions of the insurance policy and therefore, the insurance company is not liable to pay any compensation to the claimants in this case.

On this score, it is necessary to mention that claimant No. 2, at the time of adducing evidence, did not produce the driving licence of the driver of the offending vehicle bearing registration No. WB 45-2886 namely, Muktar Sk., who was driving the offending vehicle on the fateful day at the time of the accident, as per the charge sheet (Exbt. 3). On scanning the seizure list dated 22.12.2019 (Exbt. 6), it transpires that during investigation, the police seized a driving licence in the name of the said accused driver, Muktar Sekh, s/o Khodaboksh Sekh of Fatullapur, Police Station Murarai, District Birbhum, bearing D/L No. WB 53-007489, issued on 25.03.2003, which was valid up to 24.03.2020.

On the other hand, OPW 1, being the MVI (Technical), Rampurthat, deposed by saying, *“As per notice our department was directed to bring driving licence details of DL no. WB-53007489 apparently issued to one Muktar Sk., but as per our record said driving licence number is issued in the name of Ganesh Das.”* Further, OP No. 1, during his cross-examination, admitted, *“It is fact without verification from the office of RTO it cannot be said correctly whether driving license no. WB-53007489 of driver Muktar Sk. is valid or not.”*

It is pertinent to mention that the ambiguity regarding the validity of the driving licence of the driver of the offending vehicle at the time of the incident has been clarified by virtue of Exbt. C. OPW 3, being the MVI (Technical), MV Section, Suri, Birbhum, deposed on behalf of the RTO, Birbhum, on the strength of Exbt. B. This witness brought the Driving License Issue Register and stated that as per the said register, Driving Licence No. WB-53007489 stands in the name of Ganesh Das and was valid up to 15.03.15. The certified copy of the relevant portion of the said register (consisting of two sheets) has been marked as Exbt. C. This exhibited document clearly signifies that DL No. WB-53007489 stood in the name of one Ganesh Das, s/o Gopal Das of village Mohali, P.S. Bolpur, District Birbhum, and remained valid only up to 15.03.2015.

In such circumstances, this Tribunal is not inclined to hold that the driver of the offending vehicle, namely Muktar Sekh, possessed a valid and effective driving licence on the date of the accident of this case. Thus, the plea of OP No. 2 regarding

non-holding of a valid driving licence by the driver of the offending vehicle on the date of the accident stands established by cogent evidence.

Nonetheless, upon deciding the above issues, this Tribunal arrives at the conclusion that the instant claim case is well maintainable in its present form and in law, the victim, Samima Parvin, died due to vehicular accident involving the vehicle bearing registration No. WB 45 2886 (Tractor), which was covered under a valid insurance policy of OP No. 2. This being the position, it is evident that the claimants are entitled to get compensation and OP No. 2 is liable to pay the same to the claimants for the untimely death of the victim, Samima Parvin.

PW 1 at the time of adducing evidence, proved his identity by producing his Aadhar Card in original, which has been marked as Exbt. 9.

Thus, the issues under consideration are answered accordingly and decided in favour of the claimants.

QUANTIFICATION OF THE FINAL CLAIM AMOUNT

Now, time has come to ascertain the quantum of compensation and also to determine whether the claimants are entitled to get interest and costs along with the compensation amount.

To begin with, let us have a look at the provision of Section 163A of the M.V. Act, 1988. One of the most notable features of Section 163A of the said Act is that it provides for a claim of compensation on a 'no fault' basis. Section 163A of the M.V. Act lays down **special provisions as to payment of compensation on structured formula basis** and the section runs as follows :

(1) Notwithstanding anything contained in this Act or in any other law for the time being in force or instrument having the force of law, the owner of the motor vehicle or the authorised insurer shall be liable to pay in the case of death or permanent disablement due to accident arising out of the use of motor vehicle, compensation, as indicated in the Second Schedule, to the legal heirs or the victim, as the case may be.

Explanation - For the purposes of this sub-section, "permanent disability" shall have the same meaning and extent as in the Workmen's Compensation Act, 1923.

(2) In any claim for compensation under sub-section (1), the claimant shall not be required to plead or establish that the death or permanent disablement in respect of which the claim has been made was due to any wrongful act or neglect or default of the owner of the vehicle or vehicles concerned or of any other person.

3) The Central Government may, keeping in view the cost of living by notification in the Official Gazette, from time to time amend the Second Schedule.

It is germane to point out that the Notification dated 22.05.2018 issued by the Ministry of Road Transport and Highways, reveals that a new “Second Schedule” has been substituted in place of the existing “Second Schedule” in exercise of the powers conferred by Sub-Section (3) of Section 163A of the Motor Vehicles Act, 1988. The said Notification was published in the Gazette of India on 22.05.2018, the existing schedule as aforementioned has been substituted which is as follows :

1(a) Fatal Accidents :

Compensation payable in case of Death shall be five lakh rupees;

(b) Accident resulting in permanent disability :

Compensation payable shall be {Rs. 5,00,000/- X percentage disability as per Schedule I of the Employee’s Compensation Act, 1923 (8 of 1923)}

Provided that the minimum compensation in case of permanent disability of any kind shall not be less than fifty thousand rupees.

(c) Accident resulting in minor injury :

A fixed compensation of twenty five thousand rupees shall be payable;

2. On and from the date of 1st day of January, 2019 the amount of compensation specified in the clause (a) to (c) of paragraph (1) shall stand increased by 5 per cent annually.

3. This notification shall come into form on the date of its publication in the official Gazettee.

A bare perusal of the said Notification dated 22.05.2018 demonstrates that separate lump-sum amounts have been introduced for claims arising out of death and injury, replacing the structured formula which was earlier prevalent. It is thus evident from the new Schedule that a sum of Rs. 5,00,000/- is payable under Sub-section (1) of Section 163A of the M.V. Act, 1988 and in view of clause (2), the said amount is required to be increased @ 5% annually.

Therefore, armed with the spirit of the present law of the land and after giving a serious cogitation over the materials on record, this Tribunal is not hesitant in holding that the claimants are entitled to a sum of Rs. 5,00,000/- plus Rs. 1,75,000/- [In view of paragraph (2) of the said notification, dated 22.05.2018 which stipulates, *On and from the date of 1 st day of January, 2019 the amount of compensation specified in the clause (a) to (c) of paragraph (1) shall stand increased by 5 per cent annually.*], totalling a sum of Rs. 6,75,000/- as compensation for death of Samima Parvin in a road traffic accident.

Further, as regards interest, Section 171 of the M.V. Act, deals with the award of interest which provides, **Where any Claims Tribunal allows a claim for compensation made under this Act, such Tribunal may direct that in addition to the amount of compensation simple interest shall be paid at such rate and from such date not earlier than the date of making the claim, as it may specify in this behalf.**

The incident of the present case took place on 06.12.2019 and the application for compensation was filed on 24.08.2020. Accordingly, the claimants are entitled to interest from the date of filing of the case. As per the prevailing rates of interest on deposit accounts in nationalized banks in the year 2020, the average rate was about 6% per annum. Therefore, the claimants shall be entitled to interest @ 6% per annum from 24.08.2020, i.e., from the date of filing of the case, till realization of the awarded compensation.

However, considering the facts and circumstances of the case and in view of the foregoing discussion, this Tribunal is not inclined to award any costs in favour of the claimants.

As a result, the case of the claimants succeeds.

The Court fees paid by the claimants in this case are found to be insufficient.

Hence, it is

ORDERED

that the instant M.AC. Case No. 22 of 2020, filed under Section 163A of the Motor Vehicles Act, 1988, be and the same is allowed on contest against the OPs, without any order as to the costs.

The claimants are awarded a sum of Rs. 6,75,000/- (Rupees six lakhs and seventy-five thousand) only as total as compensation, payable by OP No. 2, IFFCO TOKIO General Insurance Co. Ltd.

The said amount of compensation shall carry simple interest @ 6% per annum from 24.08.2020 till final realization of the entire amount.

OP No. 2, IFFCO TOKIO General Insurance Co. Ltd. is directed to issue two account payee cheques amounting to Rs. 3,37,500/- (Rupees three lakhs, thirty-seven thousand and five hundred) only each, along with accrued interest as directed above, in favour of the claimants, namely Jakera Bibi and Noor Imam Ali, being the parents and legal heirs of the deceased, Samima Parvin, within 30 (thirty) days from the date of this order.

In default, the claimants shall be at liberty to put the award into execution in accordance with law.

Any amount of compensation already paid to the claimants under Section 140 of the M.V. Act, shall be deducted from the amount awarded hereinabove.

Let a copy of this award be given to the parties free of cost.

The case record be consigned to the Record Room.

The claimants are directed to deposit the deficit court fees and to furnish their recent passport size photographs before receiving the cheques.

It is hereby made clear that after making payment of compensation to the claimants as per the order of this Tribunal, OP No. 2 will be entitled to recover the amount from the owner of the vehicle, i.e., OP No. 1, Anesur Rahaman in accordance with the decision of the Hon'ble Apex Court passed in **Oriental Insurance Co. Ltd. vs. Nanjappan, (2004) 13 SCC 224.**

Sd/-

(Sandip Kumar Kundu)

Judge, Motor Accident Claim Tribunal,
Additional District and Sessions Judge,
Fast Track Court, Rampurhat,
Birbhum

Dictated & Corrected by me

Sd/-
Judge, MAC Tribunal
Rampurhat, Birbhum.