MHPA040008142014

Received on : 02.09.2014
Registered on : 02.09.2014
Decided on : 27.05.2022
Duration : 07Y08M27D.

BEFORE MOTOR ACCIDENT CLAIMS TRIBUNAL, HINGOLI

(Presided over by K. G. Paldewar)

M.A.C.P. NO.238/2014. **EXHIBIT NO.52**

1] Manda w/o Devidas Kamble,
Age: 44 Years, Occ: Household,

2] Swapnil s/o Devidas Kamble,
Age: 22 Years, Occ: Education,

3] Pragati d/o Devidas Kamble,
Age: 20 Years, Occ: Education,

4] Akshay s/o Devidas Kamble,
Age: 18 Years, Occ: Education,

5] Jijabai w/o Kacharu Kamble,
Age: 63 Years, Occ: Household,

All R/o : Jijamata Nagar, Hingoli,
Tal. and Dist. Hingoli.

.... **PETITIONERS.**

V E R S U S

1] Sahebrao s/o Sakharamji Bengal,
Age: Major, Occp.: Service,
R/o. Kolsa, Tal. Sengaon,
District Hingoli.

2] ICICI Lombard General Insurance Company Ltd.,
Through it's Branch Manager,
Alaknanda 2nd Floor, Adalat Road, Aurangabad,
Tal. and District Aurangabad.

... **RESPONDENTS.**

CLAIM :- **GRANT OF COMPENSATION UNDER SECTION 166 OF MOTOR VEHICLES ACT.**

APPEARANCES :

=-=
Shri S.U.Deshmukh - Advocate for Petitioners.
Shri V.K.Murkute- Advocate for Respondent No.1.
Shri A.G.Vyas- Advocate for Respondent No.2.
=-=

JUDGMENT
(Delivered on this 27th day of May, 2022)

The present petition is under Section 166 of the Motor Vehicles Act for claim of compensation to the tune of Rs.82,00,000/- with interest @ 12 % per annum from the date of accident.

CASE OF PETITIONERS :

2. Petitioners No.1 to 5 are the legal heirs of the deceased namely- Devidas Kacharu Kamble. He was teacher at Madhomati Vidyalaya, Lakh, Tal.Aundha (Na), District Hingoli. The deceased was on election duty for Parliamentary elections in Basmat constituency. On 17.04.2014 the deceased after his election duty returning to home along with respondent No.1 and one- Pralhad Baburao Maske by car bearing No.MH-38-5209 (the offending vehicle). At about 12.30 a.m. to 01.00 a.m. when the offending vehicle reached in front of Gawali Maroti temple on Basmat-Parbhani road, it gave dash to the divider of the road. The deceased, respondent No.1 and driver were injured. The driver of the offending vehicle drove the offending vehicle in high speed, rash and negligently. The deceased sustained severe injuries and succumbed

to death while taking to Hospital at Nanded.

3. It is further case of petitioners that the inquest Panchnama and post mortem examination conducted on 18.04.2014. The deceased was contributing his income for the family i.e. for petitioners and drawing salary Rs.39,160/- per month. Petitioner No.1 is widow, petitioner No.2 and 4 are sons, petitioner No.3 is daughter and petitioner No.5 is mother of the deceased. The deceased was sole earner of the family. These petitioners are dependent upon the income of deceased. Thus, petitioners claimed amount of Rs.82,00,000/- with interest towards compensation.

INVESTIGATION BY POLICE :

4. On the basis of report by the petitioner No.1 at police-station, Basmath, police registered crime No.51/2014 Dated 19.04.2014 for the offence punishable under Section 304-A, 279, 337, 338 of the Indian Penal Code against the driver of the offending vehicle. The Investigating Officer drew spot panchanama, inquest panchanama and recorded statements of witnesses. After completion of investigation, filed charge-sheet against driver of the offending vehicle namely- Pralhad Baburao Maske for the offence punishable under Section 304-A, 279, 337, 338 of the Indian Penal Code.

CASE OF RESPONDENT NO.1 :

5. The respondent No.1- owner of the offending vehicle appeared and filed written statement vide Exh.14. He denied the averments of the petition. He is owner of the offending vehicle and it was insured with respondent No.2, thus respondent No.2 is solely liable for compensation. The driver of the offending vehicle was

driving the car in a moderate speed and following the traffic rules. The driver was holding valid and effective driving license.

<u>CASE OF RESPONDENT NO.2 :</u>

6. The respondent No.2- insurer of the offending vehicle appeared and filed written statement vide Exh.15. This respondent admits the interest of respondent No.1 in the offending vehicle was covered at the material time under the policy of Insurance issued by the respondent subject to terms and conditions. The Insurance Policy issued by this respondent for the period 11.04.2014 to 10.04.2015 is in possession of the insured. The driver of the offending vehicle was not holding valid and effective driving license, as such it amounts to fundamental breach of policy. The involvement of the offending vehicle is denied. The driver of the offending vehicle is not added as respondent, hence the petition is bad for non-joinder of necessary party. The age and income of the deceased are disputed by the respondent.

<u>ISSUES :</u>

7. I framed the issues vide Exh. 50, same are reproduced hereunder with my findings thereon for the reasons stated below ;

	ISSUES		**FINDINGS**
I)	Do petitioners prove the involvement of offending vehicle ?		Yes.

II)	Do petitioners prove that rash and negligent act on the part of the offending vehicle resulted into death of deceased ?	Yes.
III)	Does opponent No.2 prove the fundamental breach of the terms of policy ?	No.
IV)	Whether the petitioners are entitled to the amount of compensation as prayed ?	Partly affirmative.
V)	What order and Award ?	The petition is partly allowed with proportionate costs.

R E A S O N S

8. **ADMITTED FACTS** :

(i) The accident took place on 18.04.2014 at about 12.30 a.m. to 01.00 a.m. in front of Gawali Maroti temple on Basmat-Parbhani road

(ii) The deceased was teacher in Madhomati Vidyalaya, Lakh, Tal. Aundha (Na), District Hingoli.

(iii) The offending vehicle was swift car bearing No.MH-38-5209.

(iv) The respondent no.1 was the owner of the said offending vehicle on the day of accident.

(v) The respondent No.2 was the insurer of the said offending vehicle on the day of accident.

(vi) Police-station, Basmat, registered crime No.51/2014 for the offence punishable under Section 304-A, 279, 337, 338 of the Indian Penal Code against the driver of the offending vehicle.

(vii) After investigation, Investigating Officer filed charge-sheet against driver of offending vehicle namely- Pralhad Baburao Maske bearing S.C.C.No.319/2014 before Judicial Magistrate First Class, Basmathnagar.

9. **DISPUTED FACTS**:

(a) The involvement of offending vehicle.

(b) The income of the deceased.

(c) The age of the deceased.

(d) The driver of offending vehicle was not holding valid driving license.

(e) Non-joinder of necessary party.

(f) Rate of interest.

ISSUE NO. I :

INVOLVEMENT OF THE OFFENDING VEHICLE :

10. At the outset, according to petitioners the deceased after attending election duty and deposit of ballet boxes was returning to Basmat by offending vehicle in the midnight of 18.04.2014. At that time, the driver of offending vehicle was plying the car in high speed rash and negligently and gave dash to divider of the road resulted into the accident. The deceased sustained severe injuries and succumbed to death before hospitalization. Thus according to petitioners, involvement of offending vehicle is apparently established from the police papers and accident report.

11. Learned advocate of insurer objected the involvement of offending vehicle in the accident. On that count, he vehemently argued that the petitioner No.1 is not eye witness to the accident. It is for petitioners to establish prima facie evidence relating to involvement of the offending vehicle and then only respondent No.2 is required to led evidence to rebut it. The offending vehicle is falsely involved to extract the funds of insurer. Thus the factum of accident is not established.

12. To buttress his submission, he relied upon following case laws;

I) **Shriram Insurance Company Limited Vs. Vanita 2020 (2) T.A.C. 922 (Bom).**

II) **New India Assurance Company Limited Vs. Ashalata Suryakant Patil in First Appeal No.2829 of 2015 Dated 04.10.2018.**

III) **Kavita Ratnakar Ghodke Vs. Sandeep Sarjerao Jadhav in First Appeal No.0186 of 2019 Dated 15.07.2019.**

IV) **Pukh Raj Bumb Vs. Jagannath Atchut Naik 2013 ACC 2597 (Bom).**

V) **New India Assurance Company Limited Vs. Shaikh Ashiya Shaikh Javed in First Appeal No.130 of 2014 Dated 20.10.2021.**

VI) **M/s. Shriram General Insurance Company Limited Vs. Sunita Gabaji Bhor in First Appeal No.2349 of 2019 Dated 05.10.2021.**

13. In the light of supra cited case laws, it is well settled that

proceedings before the Tribunal are summary in nature to which strict law of pleading and evidence is not applicable. However at the same time, it needs to be kept in mind that at least some proof in respect of happening of the accident as well as rash and negligence of the driver of the offending vehicle is required in order to get preponderance of probable version in respect of the accident in question in order to fasten the liability of payment of compensation on the offending vehicle.

14. Further if only on the basis of filing of charge-sheet, the liability is fastened against the offending vehicle and its Insurance Company, the ultimate decision of every motor accident claim cases would be entirely at the whims of the Investigating Officer who files charge-sheet. However law does not permit this. Merely filing of charge-sheet against the driver of offending vehicle is not sufficient to prove the involvement of the offending vehicle in the motor vehicular accident. Fraudulent claims are on the rise. Hence it is necessary to state that, filing of complaint to the police or filing of charge-sheet by the police by itself is no proof of involvement of the vehicle in the accident.

15. Relying upon this preposition of law relating to scrutiny of evidence in respect of involvement of offending vehicle in a vehicular accident, apparently averments of the petition, evidence of petitioners and the documents placed on record are vital to decide this issue. The averments of the petition depicts the involvement of offending vehicle based on the report lodged by the petitioner No.1 immediately on very next day Dated 19.04.2014. The crime is registered against the driver of offending vehicle. Thus police papers are in stand with the averments of the petition.

16. Now switching towards the evidence of the petitioner No.1, her examination-in-chief is more or less same to that of recitals of petition. The admissions given by this witness during course of cross-examination on behalf of insurer are vital to decide this issue of involvement of offending vehicle. On perusal of those admissions it is apparent that, she has not witnessed the accident. After inquiry she came to know that one- Pralhad Maske was plying the car. At the time of accident there were three persons namely- her husband, driver- Maske and one- Bengal inside the said offending vehicle. It is notable to mention that, the insurer has objected the involvement of offending vehicle in the written reply, however he has not chosen to conduct cross-examination on this issue to this witness except the suggestions.

17. Learned advocate of petitioners invited attention of this court towards spot Panchnama. On perusal of the recitals of spot Panchnama, it appears that there is mention of presence of offending vehicle at the spot. The offending vehicle was badly damaged from front side. It was damage to the divider at the spot. The head light of the offending vehicle were totally damaged. The sketch of the spot mentioned in the Panchnama reveals actual place of occurrence near to the divider. In fact on perusal of the spot Panchnama, the factum of accident as well as involvement of offending vehicle is made out to which no other evidence is required. Even on perusal of Accident Report Form vide Exh.34, it reveals the damage caused to the offending vehicle in the accident.

18. The petitioner No.1 has lodged the report immediately on next day of incident against the driver of offending vehicle. Thus the chances of manipulation and false implication of offending

vehicle are wiped out. The Accident Report and spot Panchnama as above substantiates the involvement of offending vehicle. Thus petitioners have led oral as well as documentary evidence regarding involvement of offending vehicle.

19. There is no rebuttal evidence on behalf of insurer to disbelieve this evidence of petitioner. Even respondent No.2 has not chosen to enter into witness box to rebut this evidence. Thus irresistible conclusion is drawn relating to involvement of offending vehicle. The observations cited supra by learned advocate of insurer are on different set of facts, as such these are not in aid to insurer to substantiate its stand. Petitioners have established the involvement of offending vehicle in the vehicular accident. I answer Issue No. I in the affirmative.

ISSUE NO. II :

RASH AND NEGLIGENT DRIVING:

20. Learned advocate of insurer strongly objected rash and negligent driving of the driver of the offending vehicle relying upon the observation of **Hon'ble Bombay High Court in the case of United India Insurance Company Limited Vs. Vanita Maroti Danav 2017 (5) All MR 672** wherein it is held *finding made against driver of vehicle in absence of driver, entire Judgment and order is vitiated on account of non impleadment of driver of offending vehicle.*

21. In the light of foregoing the involvement of offending vehicle is established. Further in the light of evidence of petitioner No.1 coupled with police papers and prosecution for rash and negligent driving by the driver of offending vehicle, it is apparent that

the driver of the offending vehicle was rash and negligent. The driver is a formal party and he is not a necessary party as observed above the petition does not suffer by the principle of non-joinder of necessary party. There is no rebuttal evidence on behalf of insurer to disbelieve the evidence of petitioners. Thus irresistible conclusion is drawn relating to involvement of offending vehicle and rash and negligent driving by the driver of offending vehicle. The observation cited supra has no application to the facts of present case. It is also established occurrence of the accident as stated in the petition. Hence I answer Issue No. II in the affirmative.

NON - JOINDER OF NECESSARY PARTY:

22. Admittedly, the respondent No.1 is the owner of the offending vehicle. The driver namely- Pralhad Baburao Maske was driving the offending vehicle. The crime is registered against the driver of offending vehicle for rash and negligent driving and prosecution was pending against him. Petitioners have not chosen to implead him as a party to the petition. On that count, learned advocate of insurer strongly objected maintainability of the petition on the ground of non-joinder of necessary party relying upon the observation of **Hon'ble Bombay High Court Bench at Aurangabad in the case of United India Insurance Company Limited Vs. Ratna Popat Patil 2011 (2) Bom. C. R. 711.**

23. As observed above, it was rash and negligent act on the part of the driver of the offending vehicle. Admittedly, the respondent no.1 was the owner of the offending vehicle and the respondent no.2 was the insurer of the said vehicle. The driver of the offending vehicle is a formal party. The owner of the offending vehicle is a necessary party and the insurer of the said offending vehicle has indemnified it. Petitioners have impleaded owner and

insurer as necessary party to the petition and driver of the offending vehicle is not a necessary party. Thus joining of driver of the offending vehicle to the petition is not required. The observation cited supra differs with factual matrix. As such the petition does not suffer by the principle of non-joinder of necessary party.

ISSUE NO. III :

FUNDAMENTAL BREACH OF POLICY :

24. The insurer objected that the driver of offending vehicle was not holding valid and effective driving license, as such it amounts to fundamental breach of policy. Therefore the contract of indemnity indemnified by the insurer to the owner of offending vehicle will not fasten the liability. In pursuance of this objection, learned advocate of petitioners have placed on record vide Exh.37, copy of driving license of the driver of offending vehicle.

25. On perusal of the said copy of driving license vide Exh.37, it appears that the said driving license was issued Dated 19.08.1998 valid till 27.04.2018 bearing DL No.MH-38 20090002249. Thus on the day of accident- 18.04.2014, the driver of the offending vehicle was holding effective and valid driving license. There is no ground for fundamental breach of policy as objected by insurer. On that count the submission of learned advocate of insurer is not well founded. Hence, I answer Issue No. III in negative.

ISSUE NO. IV :

ENTITLEMENT TO COMPENSATION:

26. In the light of above reasoning, it is established that the

deceased met with an accident by the offending vehicle. The driver of the offending vehicle was rash and negligent. The insurer failed to discharge its onus to prove fundamental breach of terms of policy. Thus, the liability of the insurer-respondent no.2 is fastened. As such, respondents No.1 and 2 are liable to pay the compensation to petitioners.

AGE OF THE DECEASED:

27. The deceased was teacher at Madhomati Vidyalaya, at village-Lakh, Tal. Aundha (Na), District Hingoli. In the light of testimony of petitioner No.1 and the testimony of Headmaster of the said school Shri Manaksingh Khachkal (PW-2), Salary Certificate Exh.38 and Service-Book Exh.39 it is apparent that the deceased was working as a teacher at the said school. His date of birth in the Service-Book vide Exh.39 is mentioned as- 30.12.1969. The accident took place on 18.04.2014. Thus, the age of deceased on the day of accident was 45 years at the time of accident.

INCOME OF THE DECEASED:

28. In the light of foregoing, the deceased was in employment as a teacher. The salary certificate of the deceased is placed on record vide Exh.38. His Form No.16 issued by Office is placed on record vide Exh.44. In the light of salary certificate Exh.38 for the month of March-2014, the deceased had gross pay of Rs.39,160/- and net pay of Rs.19,003/-. According to learned advocate of insurer, net pay of the said salary ought to be taken into consideration as income of the deceased.

29. However, on perusal of the salary certificate of the deceased, it is apparent that after computing gross pay, the

deductions from it were of the Government and non Government recoveries. The amount of deductions towards LIC, PT, GPF, Credit Society, RD and Bank loan are the savings, liability and income of the deceased. At the most, the amount of Professional Tax to the tune of Rs.200/- ought to be deducted from the gross salary. Thus the submission of learned advocate of respondent No.2 is unacceptable on this count.

30. The gross salary of deceased for the month of March-2014 to the tune of Rs.39,160/- and after deduction of Rs.200/- towards Professional Tax, the amount of Rs.38,960/- was the income of the deceased at the time of his death from his employment as a teacher.

DEPENDENCY :

31. The deceased was married and claimants are the widow, two sons, one daughter and mother. Looking to the members of the family at the time of his death, his personal and living expenses shall be restricted to one-fourth and contribution to the family will be taken as three-fourth. Thus, the deductions for personal expenses of the deceased from his income is one-fourth.

SELECTION OF MULTIPLIER:

32. Hon'ble Apex Court laid down guidelines as to multiplier in the case of **Smt. Sarala Varma & Ors. vs. Delhi Transport Corporation & Anr. in Civil Appeal No.3483 of 2008 dated 15th April 2009.** Relying on these guidelines considering the age of the deceased at the time of accident it was 45 years, then the multiplier of 14 has application to it.

33. Thus, the income of deceased is calculated as under:

Income from Salary	Rs.38,960/- per month
Future Prospectus 30%	Rs.11,688/-
Total	Rs.50,648/-
1/4th personal expenses	Rs.12,662/-
After deduction of personal expenses, the Income of Deceased	Rs.37,986/-
Yearly Income (Rs.37,986/- x 12)	Rs.4,55,832/-
After multiplier of 14 (Rs.4,55,832/- x 14)	Rs.63,81,648/-

CONVENTIONAL HEADS :

34. In addition to this, in accordance with the law settled by the Hon'ble Apex Court in the case of **National Insurance Company Ltd Vs. Pranay Sethi & Others in Special Leave Petition No.25590 of 2014 dated 31.10.2017**, the petitioners are entitled to following compensation under conventional heads:

Sr. No.	HEAD	AMOUNT
1.	Loss of consortium	Rs.40,000/-
2.	Loss of estate	Rs.15,000/-
3.	Funeral expenses	Rs.15,000/-
	Total	Rs.70,000/-

PARENTAL AND FILLIAL CONSORTIUM :

35. Recently, the Honourable Apex Court in the case of **New India Assurance Company Ltd. Vs. Smt. Somvati & Others in**

CIVIL APPEAL NO. 3093 OF 2020 Dated 7th September, 2020, relying on the observations of the Honourable Apex Court in the case of **Magma General Insurance Company Ltd. Vs. Nanu Ram @ Chuhru Ram & Ors. (2018) 18 SCC 130,** explained the concept of consortium and thus, held that awarding consortium to each of the claimants is in accordance with the law. Thus, the Honourable Apex Court granted amount of consortium to each of the claimants as:

"**Consortium 1**. The benefits that one person, esp. A spouse, is entitled to receive from another, including companionship, cooperation, affection, aid, financial support, and (between spouses) sexual relations a claim for loss of consortium.

* **Filial consortium** A child's society, affection, and companionship given to a parent.

* **Parental consortium** A parent's society, affection, and companionship given to a child.

* **Spousal consortium** A spouse's society, affection, and companionship given to the other spouse."

36. Thus relying upon observation supra cited and in the light of plethora of cases of Hon'ble Apex Court and to that of Hon'ble High Court in that regard, grant of amount of consortium to each claimant is justified. Here in this case petitioner No.1 is widow and petitioner No.2 and 4 are son, petitioner No.3 is daughter and petitioner No.5 is mother of the deceased, thus entitled to this amount of consortium of Rs.40,000/- each towards spousal, parental and fillial consortium. Hence, the additional amount of loss of consortium to petitioners 2 and 5 the extent of amount of Rs.40,000/- each to be added towards parental and fillial consortium.

The amount of spousal consortium entitled to petitioner No.1 is already added above.

TOTAL AMOUNT OF COMPENSATION :

37. In the light of foregoing paras, the amount of compensation as under ;

1	Quantum of compensation	Rs.63,81,648/-
2	Amount under Conventional Heads	Rs. 70,000/-
3	Parental and fillial Consortium to petitioners No.2 to 5 (Rs.40,000/- x 4)	Rs. 1,60,000/-
	Total	**Rs.66,11,648/-**

This amount of compensation is rounded up to **Rs.66,11,650/-**

RATIO OF COMPENSATION :

38. At the time of accident and death of deceased, the age of the widow– petitioner No.1 was 42 years, age of petitioner No.2- son was 18 years, age of petitioner No.3- daughter was 15 years, age of petitioner No.4- son was 12 years and age of petitioner No.5- mother was 60 years. Thus, there are five dependents - widow, two sons, daughter and mother. Considering the loss and looking to the age of dependents, the ratio of compensation to be paid to petitioners as under:

Petitioner No.1 Manda Kamble- Widow – 50%,
Petitioner No.2 Swapnil Kamble- Son – 10%,

Petitioner No.3 Pragati Kamble- daugher– 10%,

Petitioner No.4 Akshay Kamble- son– 10%,

Petitioner No.5 Jijabai Kamble- mother– 20%,

39. Thus according to this ratio, the amount of compensation with interest and costs in proportionate is to be paid to petitioners.

<u>RATE OF INTEREST :</u>

40. Petitioners have claimed the amount of compensation with rate of interest to the extent of 12% per annum from the date of petition till its realization. This quantum of rate of interest is strongly objected on behalf of insurer relying upon observation of **Hon'ble Gauhati High Court in the case of The Oriental Insurance Co. Ltd. Vs. Champabati Ray in M.A.C.A.378/2017 Dated 01.10.2019** wherein it is laid down "*the total compensation amount minus the future prospectus will carry interest at the rate 6% per annum from the date of filing of petition till final payment*".

41. Further he relied upon the observations of **Hon'ble Bombay High Court in the case of The New India Assurance Company Vs. Sanjiwani Vachist Kadape and others in First Appeal No.3564 of 2017 Dated 28.10.2021, Shriram General Insurance Co. Ltd. Vs. Smt.Shoba wd/o Aklesh Bangre and others in Civil Application (CAF) No.1027/2021 and First Appeal (ST) No.13445/2020 Dated 09.12.2021** and **Oriental Insurance Company Limited Vs. Deepti Vijaysingh Tomar in Miscellaneous Appeal No.1487 of 2021 Dated 08.04.2022 (M.P.).**

42. At this stage, it is relevant to cite observation of **Hon'ble Apex Court in the case of Erudhaya Priya Vs. State Express**

Transport Corporation Ltd. in Civil Appeal Nos.2811-2812 of 2020 Dated 27.07.2020 and observation in the case of **Jagdish Vs. Mohan and others 2018(2) T.A.C. 14 (S.C.)**., wherein the rate of interest on the amount of compensation granted to the extent of 9%.

43. Petitioners prayed compensation with future interest @ 12 % per annum from the date of petition till realization of the entire amount. The interest claimed by petitioners is exorbitant. The factum of interest to be calculated considering the existing Repo Rate and considering the guidelines of Reserve Bank of India issued from time to time. The Pandemic situation existed since the year 2020 and the petition is filed in the year 2014. The Pandemic has affected financial sector as well as economy of the country. It has same effect to the financial condition of petitioners. The Pandemic is unpredicted for which petitioners cannot be put at fault so as to reduce the rate of interest in the light of existing repo rate.

44. Further learned advocate of insurer strongly objected levying of interest from the date of petition since petitioners have protracted the hearing of this petition. To buttress his submission he relied on the observation of **Hon'ble High Court of Delhi in the case of Sukumar Pattjoshi Vs. Rajdeep Leasing and Finance and others FAO No.659 of 2002 Dated 10.11.2003**, wherein it is held, "*while awarding interest on the amount of compensation, the Tribunal has observed that since the delay was caused by the appellant in producing witnesses, he will not be entitled to interest for a period of three years.*

45. Relying upon this observation and perusing of the proceedings of this petition, it is apparent that after examination of petitioner No.1 the time was required for examination of other

witness. On perusal of the proceedings it appears that petitioners have examined two witnesses. The matter is adjourned from time to time for multiple reasons to which petitioners alone cannot be put at blame. By this fact it cannot be said that, petitioners have protracted the hearing of this petition. Further, the hearing of this petition was stuck due to Pandemic and it was unpredictable, as such it cannot be said to be grounds to protract the petition.

46. Therefore in the light of reasons aforesaid coupled with existing Repo Rate and submissions of parties, the future interest upon this compensation at the rate of 7.5 % per annum will meet the ends of justice. Thus, petitioners are entitled to get interest upon the compensation as from the date of petition till realization @ 7.5 % per annum. At the same time, petitioners are entitled to the amount of costs of the petition from respondents. Respondents No.1 and 2 are jointly and severally liable to pay above amount of compensation with interest from the date of petition till realization. With this objective, I answer Issue No. IV in partly affirmative. With this, I pass the following order ;

ORDER

1) The petition vide section 166 of the Motor Vehicles Act is partly allowed with proportionate costs as under:

2) Respondents No.1 and 2 shall jointly and severally pay a sum of **Rs.66,11,650/- (Rupees Sixty-six Lac Eleven Thousand Six Hundred Fifty only)** with interest at the rate of 7.5 % per annum from the date of petition till its full realization to petitioners inclusive of compensation awarded vide Section 140 of the Motor Vehicles Act.

3) From this amount of compensation with interest and proportionate costs, an amount equivalent to 50% be paid to petitioner No.1, 10% each be paid to petitioners No.2 to 4 and 20% be paid to petitioner No.5.

4) The amount of compensation with interest to petitioners No.1 to 5 as above to the respective ratio and from that the amount to the extent of 50% be invested in fixed deposit in any Nationalized Bank for a period of two years and rest 50% of the amount be paid to them by issuance of account payee cheque or any other mode of online transaction.

5) Upon maturity of above fixed deposit, the amount invested with interest be paid to petitioners No.1 to 5 respectively without any further reference to the Court.

6) Petitioners to pay deficit Court Fees, if any, on the valuation of award.

7) Award thus follow.

Dictated and pronounced in open court.

Digitally signed by KRISHNA GANGADHARRAO PALDEWAR
Date: 2022.05.27 13:32:22 +0530

(K.G. Paldewar)
Member,
Motor Accident Claims Tribunal,
Hingoli.

Date: 27/05/2022.
Place: Hingoli.

Arguments heard on	27th Day of May, 2022
Judgment delivered on	27th Day of May, 2022
Dictated on	27th Day of May, 2022
Transcribed on	27th Day of May, 2022
Checked and signed on	27th Day of May, 2022

CERTIFICATE

I affirm that the contents of this PDF file Judgment/Order is same and as per the original Judgment/Order.

Name of the Stenographer	:	R.S. Muley,
Name of the Court	:	District Court - 3, Hingoli
Date of Judgment/Order	:	27.05.2022.
Judgment/Order signed on	:	27.05.2022.
Presiding Officer	:	K.G. Paldewar
Judgment/Order uploaded on	:	27.05.2022.