JHBK010039212023

IN THE COURT OF PRINCIPAL DISTRICT JUDGE-CUM-PRESIDING OFFICER, MOTOR ACCIDENT CLAIMS TRIBUNAL AT BOKARO.

PRESENT: Anil Kumar Mishra No. 2
Principal District Judge-cum-Presiding Officer,
Motor Vehicle Accident Claims Tribunal,
Bokaro.

Bokaro, Dated the 07th day of May, 2026

Motor Accident Claim Case No. 144/2023
(CNR No. JHBK010039212023)

1. **Meena Devi**, aged about 45 years,
W/O Late Krishna Kumar Tandon.
2. **Ritesh Kumar,** aged about 26 years,
S/O Late Krishna Kumar Tandon.
3. **Yogesh Kumar,** aged about 25 years,
S/O Late Krishna Kumar Tandon.
4. **Chandni Kumari,** aged about 21 years,
D/O Late Krishna Kumar Tandon.
5. **Shyam Ratan,** aged about 85 years,
S/O Late Sadh Ram
All R/O Kunwar Singh Colony, P.S. Chas, Dist. Bokaro.

……............ **Claimants.**

Versus

(1). **Harendra Singh,** S/O Tirath Singh,
R/O Regional Hospital Colony, Dhori, P.S. Bermo, Dist. Bokaro 829104
(Owner of Motorcycle bearing Regd. No. JH09BB-7249)

(2) **M/S TATA AIG General Insurance Co. Ltd.**
represented through Legal Manager, Constantia Office Complex, 2nd Floor, 11, Dr. U.N. Brahmachari Steet, Kolkata 700017 Head Office-15th Floor, Tower A, Peninsula Business Park, Ganpatrao Kadam Marg, Off Senapati Bapat Marg, Lower Parel Mumbai-400013
Policy No. 064001/ABIL/3205466428/000000/00 valid from 23.11.2022 to 22.11.2027.
(Insurer of Motorcycle bearing Regd. No. JH09BB-7249)

……………… **Opposite Parties.**

Counsel for the Claimants : Sri D.K. Mishra, Advocate
Counsel for the O.P. No. 1 : None.
Counsel for the O.P. No. 2 : Sri Ajay Kr. Jha, Advocate.

Application u/s 166 of M.V. Act.

JUDGMENT/AWARD

1. The above-named claimants have filed this case claiming a sum of Rs. 2,00,00,000/- (Rupees Two Crores only) as compensation on account of the death of Krishna Kumar Tandon, arising out of the use of Motor Vehicle No. JH09BB-7249 (Motorcycle).

2. Claimant No. 1, Meena Devi, is the wife; Claimant No. 2 to 4 namely Ritesh Kumar, Yogesh Kumar and Chandni Kumari are the sons and daughter of the deceased and the Claimant No. 5 Shyam Ratan is the father of the deceased Krishna Kumar Tandon.

3. The factual matrix of the claimants' case is that on 24.04.2023 at about 09:30 A.M., the deceased, Krishna Kumar Tandon, along with his daughter, was going to Bermo to drop his daughter for appearing in an examination at the Examination Centre at K.B. College on Motorcycle bearing Registration No. JH09AU-8370. When he reached near Lodhar Bera Chowk, P.S. Bermo, in the meantime, one Motorcycle bearing Registration No. JH09BB-7249, being driven by its driver rashly and negligently, dashed against the motorcycle of the deceased. As a result, the deceased sustained grievous injuries. Thereafter, with the help of local people, he was taken to K.M. Memorial Hospital, Chas, Bokaro, where during the course of treatment, he died on 09.05.2023.

It is further stated that the deceased, Krishna Kumar Tandon, aged about 50 years, was an employee of CCL, posted as Shovel Operator, Excavation, B&K, and was drawing a monthly salary of Rs. 1,37,410/-. The claimants, being his wife, sons, daughter, and father, were fully dependent upon his income. Due to his untimely death, they have suffered irreparable loss and, therefore, have filed the present claim petition seeking compensation of Rs. 2,00,00,000/- (Rupees Two Crores only), including future loss, loss of love and affection, funeral expenses, loss of consortium, and loss of estate, along with interest @ 9% per annum from the date of filing of this case.

It is also stated that O.P. No. 1, Harendra Singh, is the owner of the offending Motorcycle bearing Registration No. JH09BB-7249, which was duly insured with O.P. No. 2, M/s TATA AIG General Insurance Co. Ltd., at the time of the accident.

In connection with the aforesaid accident, FIR (Exhibit-1) was lodged by Ritesh Kumar in Bermo P.S. Case No. 59 dated 21.05.2023 under Sections 279, 337, 338, and 304A of the IPC against an unknown person. After investigation, charge-sheet (Exhibit-2) under the same sections of the IPC was submitted against the owner-cum-driver of the offending Motorcycle bearing Registration No. JH09BB-7249, namely Harendra Singh. Hence, the claimants claim entitlement to the compensation amount as prayed for.

4. Upon service of summons, Harendra Singh, the owner of the offending Motorcycle bearing Registration No. JH09BB-7249, did not appear despite being given sufficient opportunity. Accordingly, vide order dated 15.01.2025, the case proceeded ex-parte against O.P. No. 1. O.P. No. 2, M/s Tata AIG General Insurance Co. Ltd., appeared and filed its written statement.

5. O.P. No. 2, M/s Tata AIG General Insurance Co. Ltd., in its written statement, has inter alia stated that the claim case is not maintainable and that there is no cause of action for filing the same. This O.P. has admitted that the offending Motorcycle bearing Registration No. JH09BB-7249 was insured with this O.P. vide Policy No. 01630738570100, valid for the period from 21.03.2023 to 20.03.2024. It is further stated that at the time of the accident, the driver of the offending vehicle was not holding a valid and effective driving licence, thereby violating the terms and conditions of the insurance policy. It is further submitted that the accident took place due to the negligence of the deceased, who was driving at a high speed. The amount claimed by the claimants has been described as highly exaggerated and imaginary and, therefore, the claim petition against O.P. No. 2 deserves to be dismissed.

6. On 18.06.22025 the following issued have been framed for adjudication of this case:

(i) Whether the present claim case is maintainable in its present form?

(ii) Whether claimants have got valid cause of action for the present case?

(iii) Whether the deceased, Krishna Kumar Tandon, died in a motor vehicle accident on 24.04.2023 at about 09.30 A.M. near Lodhar Bera Chowk, P.S. Bermo, Dist. Bokaro due to rash and negligent driving of vehicle i.e. Motorcycle bearing Registration No. JH09BB-7249?

(iv) Whether the driver of Motorcycle bearing Registration No. JH09BB-7249 was having valid driving licence at the time of the accident or not?

(v) Whether, at the time of the accident, the Motorcycle bearing Registration No. JH09BB-7249 was insured with M/s TATA AIG General Insurance Co. Ltd., and it was valid and effective or not?

(vi) Whether there was any violation of the terms and conditions of the policy, and whether the insurer is not liable to indemnify the insured?

(vii) Whether the claimants are entitled to get compensation as claimed, if so, up to what extent and from whom?

(viii) Whether the claimants are entitled for any further relief or reliefs?

7. In order to substantiate their claim, the claimants examined three witnesses, namely CW-1 Chandni Kumari, CW-2 Meena Devi, and CW-3 Sanjay Kumar Singh and got the following documents exhibited:

Exhibit-1 – Certified copy of FIR of Bermo P.S. Case No. 59/2023.

Exhibit-2 – Certified copy of charge sheet of Bermo P.S. Case No. 59/2023.

Apart from these documents, the claimants have filed Xerox copies of the following documents, which have been marked for identification:

Marked 'X' – Photocopy of Post-Mortem Report of the deceased.

Marked 'X/1' – Photocopy of Inquest Report of deceased.

Marked 'X/2' – Death Certificate of deceased.

Marked 'X/3' – Pay Slip for the month of March, 2023 of the deceased.

Marked 'X/4 to X/6' – Income Tax Return for the Assessment Year 2020-21, 2021-22 and 2022-23.

Marked 'X/7' – Insurance Policy of Motorcycle No. JH09AU-8370 driven by deceased.

Marked 'X/8' – Certificate of Registration of offending Motorcycle No. JH09BB-7249.

Marked 'X/9' – Photocopy of Driving Licence of Harendra Singh.

Marked 'X/10' – Photocopy of Insurance Policy of offending Motorcycle.

Marked ‘X/11’ – I.D. Card of deceased.

Marked 'X/12' - Driving Licence of deceased.

Marked 'X/13' - Certificate of Registration of Motorcycle No. JH09AU-8370

Marked 'X/14' - Bank Pass Book of deceased.

Marked 'X/15' - PAN Card of deceased.

8. On the other hand, O.P. No. 2 has neither examined any witness nor exhibited any documentary evidence.

F I N D I N G S

9. **Issue No.(iii) : -** As per Exhibit–1, it is clear that on 24.04.2023 at about 9:15 A.M., near Lodhar Bera Chowk, P.S. Bermo, District Bokaro, one Motorcycle bearing Registration No. JH09BB-7249, being driven rashly and negligently by its driver, dashed against Motorcycle No. JH09AU-8370 of the deceased, Krishna Kumar Tandon, while the deceased, along with his daughter, was going to K.B. College for his daughter’s examination. Due to the said impact, the deceased, Krishna Kumar Tandon, sustained grievous injuries and succumbed to the same at K.M. Memorial Hospital, Chas, Bokaro on 09.05.2023. In this regard, Bermo P.S. Case No. 59/2023 was registered under Sections 279, 337, 338, and 304A of the IPC against an unknown person (Exhibit–1).

The accident occurred due to the rash and negligent driving of the driver of the Motorcycle bearing Registration No. JH09BB-7249, and after investigation, the Investigating Officer submitted charge-sheet (Exhibit–2) under the same sections of the IPC against the owner-cum-driver of the offending Motorcycle bearing Registration No. JH09BB-7249, namely Harendra Singh. The above facts also find corroboration from the Post-Mortem Report (Identification Mark ‘X’), and the claimants’ witnesses have supported the said facts. On the other hand, the opposite parties have failed to prove any contributory negligence on the part of the deceased in causing the accident.

Considering the above facts, I am of the view that the accident occurred due to the rash and negligent driving of the driver of the Motorcycle bearing Registration No. JH09BB-7249, resulting in the death of Krishna Kumar Tandon on 09.05.2023 due to the injuries sustained in the said accident. Accordingly, this issue is decided in favour of the claimants and against the opposite parties.

10. **Issue No. (iv) :-** As per the charge-sheet (Exhibit–2), at the time of the accident, the offending Motorcycle bearing Registration No. JH09BB-7249 was being driven by Harendra Singh (O.P. No. 1). Further, as per Identification Mark 'X/9', Harendra Singh possessed a valid driving licence issued by the DTO, Bokaro, on 29.06.2017 vide D.L. No. JH0920170003675, valid up to 28.06.2037 for Non-Transport Vehicles. The said driving licence authorised him to drive LMV and MCWG. Since the accident took place on 24.04.2023, it is clear that the driver of the offending Motorcycle was holding a valid and effective driving licence at the time of the incident. Accordingly, this issue is decided in favour of the claimants and against the opposite parties.

11. **Issue No. (v) :** As per Identification Mark 'X/10', the offending vehicle, i.e., Motorcycle bearing Registration No. JH09BB-7249, was insured with O.P. No. 2, M/s Tata AIG General Insurance Co. Ltd., vide Bundled Policy No. 064001/ABIL/3205466428/000000/00, valid for the period from 23.11.2022 to 22.11.2027. From perusal of the Insurance Policy, it appears that the offending Motorcycle No. JH09BB-7249 was insured for own damage from 23.11.2022 to 22.11.2023 and for third-party liability from 23.11.2022 to 22.11.2027.

In the present case, the accident took place on 24.04.2023, which clearly shows that at the time of the accident, the offending vehicle was under valid and effective insurance coverage for both own damage and third-party liability. Hence, the Insurance Company (O.P. No. 2) is liable to pay compensation to the claimants. It is also pertinent to note that this fact has not been specifically denied by O.P. No. 2, though it has mentioned a different policy number and period of validity of the offending Motorcycle. In this regard, O.P. No. 2 has neither adduced any oral nor documentary evidence and has failed to prove its contention. Accordingly, this issue is decided in favour of the claimants and against O.P. No. 2.

12. Issue No. (vi):– It has already been discussed under Issue Nos. (iv) and (v) that at the time of the accident, the driver of the offending vehicle had a valid and effective driving licence and the offending vehicle was also insured with O.P. No. 2, M/s Tata AIG General Insurance Co. Ltd. All other vehicular documents of the offending vehicle, i.e., the Certificate of Registration (X/8),

were also valid till 23.11.2037. Therefore, the insured (O.P. No. 1) did not commit any violation of the terms and conditions of the insurance policy. Accordingly, this issue is decided in favour of the claimants and against O.P. No. 2.

13. **Issue Nos. (i) & (ii):**– Since the claimants have successfully established that the deceased, Krishna Kumar Tandon, died in an accident arising out of the use of a motor vehicle, the present claim case is maintainable, and there exists a valid cause of action. Accordingly, Issue Nos. (i) and (ii) are decided in favour of the claimants and against the opposite parties.

14. **Point Nos. (vii) & (viii):**– While deciding Issue No. (iii), this Tribunal has already held that on 24.04.2023, due to the rash and negligent driving of the driver of the offending Motorcycle bearing Registration No. JH09BB-7249, the accident occurred in which the deceased, Krishna Kumar Tandon, sustained fatal injuries and died on 09.05.2023. Further, while deciding Issue Nos. (i) and (ii), this Tribunal has already held that the claim of the claimants is maintainable and that there exists a valid cause of action on account of the death of Krishna Kumar Tandon.

In the present case, the claimants are the wife, two sons, one daughter, and father of the deceased. This fact has not been disputed by the opposite parties. Hence, in my view, the claimants, being the legal heirs of the deceased, are entitled to receive compensation on account of his accidental death.

The claimants have claimed a total compensation of Rs. 2,00,00,000/- (Rupees Two Crores only), including future loss, loss of consortium, loss of estate, and funeral expenses. Therefore, it is now to be determined what would be the just and reasonable compensation in this case.

Age -

With respect to the age of the deceased at the time of the accident, the claimants have stated in their claim petition that the deceased, Krishna Kumar Tandon, was 50 years old. The Post-Mortem Report (Identification Mark ‘X’) also records the age of the deceased as approximately 50 years. Accordingly, for the purpose of computation of compensation, the age of the deceased is taken as 50 years.

Income : -

With regard to the income of the deceased, the claimants have stated in their claim petition that Krishna Kumar Tandon was employed with CCL, B&K Area, vide Employee No. 14067359, posted as Shovel Operator in the Excavation Department, drawing a monthly salary of Rs. 1,37,410/-. In this regard, CW–1 Chandni Kumari (daughter of the deceased), CW–2 Meena Devi (wife of the deceased) and CW–3 Sanjay Kumar Singh have consistently stated in their evidence that the deceased was a permanent employee of CCL, B&K Area, posted as Shovel Operator in the Excavation Department vide Employee No. 14067359.

In support of the deceased's income, the claimants have produced the Pay Slip for the month of March, 2023 (Identification Mark X/3), Income Tax Returns for the Assessment Years 2020-21, 2021-22, and 2022-23 (Identification Marks X/4 to X/6), and the Passbook (X/14).

From perusal of the Pay Slip (X/3), it appears that in March, 2023, the gross income of the deceased was Rs. 1,55,784.33 and the net income was Rs. 1,10,370.49. The Passbook (X/14) issued by the State Bank of India shows the salary deposits of the deceased. Since the deceased died in a road accident on 24.04.2023, his last salary was for March, 2023, with a gross income of Rs. 1,55,784.33 and a net income of Rs. 1,10,370.49.

Considering the evidence of the claimants' witnesses and the documentary evidence, namely the Identity Card (X/11), Pay Slips (X/3), and Passbook (X/14), it is established that the deceased, Krishna Kumar Tandon, was a regular salaried employee of CCL, B&K Area, and was an earning member of the family.

As per the order passed by the Hon'ble High Court of Jharkhand, Ranchi, in M.A. No. 296/2023 (Bajaj Allianz General Insurance Co. Ltd. vs. Anita Devi & Others) along with M.A. No. 408/2023 (Anita Devi & Others vs. Bajaj Allianz General Insurance Co. Ltd.), the Hon'ble Court has observed that: "In view of the judgment of Yerramma and Ors. vs. G. Krishnamurthy & Anr., the calculation is required to be made on the gross salary and not on the net salary, and only the income tax is required to be deducted. Accordingly, the Tribunal shall recalculate the income taking into account the gross salary after deducting income tax."

Hence, the gross monthly salary of the deceased in March, 2023 (X/3) was Rs. 1,55,784.33, rounded off to Rs. 1,55,780/-. The total annual income comes to Rs. 1,55,780/- × 12 = Rs. 18,69,360/-. As per the applicable income tax rate for the financial year 2022–23, the income tax payable on the annual income of Rs. 18,69,360/- comes to Rs. 3,10,240/-. Therefore, the annual income after deducting income tax is Rs. 18,69,360/- – Rs. 3,10,240/- = Rs. 15,59,120/-, rounded off to Rs. 15,59,000/-, which shall be taken for computation of compensation in this case.

15. It has already been held while deciding Issue No. (v) that, at the time of the accident, the offending Motorcycle bearing Registration No. JH09BB-7249 was duly insured with O.P. No. 2, M/s Tata AIG General Insurance Co. Ltd. Hence, the liability to pay compensation to the claimants rests upon O.P. No. 2."

16. So far as the amount of compensation is concerned, the same is determined as per the computation table given below:

Heads of Compensation	**Calculation Basis**	**Amount (in Rs.)**
(i) Annual income	Rs. 15,59,000/-	Rs.15,59,000/-
(ii) Future prospects (15% addition as per *Pranay Sethi* since deceased was permanent employee of CCL and was in between the age of 50-60years)	Rs. 15,59,000/- + 2,33,850/- = Rs. 17,92,850/-	Rs. 17,92,850/-
(iii) Deduction towards personal expenses (1/4, as deceased was married and 5 persons are dependents)	Rs. 17,92,850/- ÷ 1/4 = Rs. 4,48,212/- (Rs. 17,92,850/- - Rs.4,48,212/-) = Rs. 13,44,638/-	Rs.13,44,638/-
(iv) Multiplier applicable (age 50 → multiplier 13 as per *Sarla Verma*)	Rs. 13,44,638/-× 13 = Rs. 1,74,80,294/-	Rs.1,74,80,294/-
(v) Loss of Estate (*Pranay Sethi*)	Fixed	Rs. 16,500/-
(vi) Funeral Expenses (*Pranay Sethi*)	Fixed	Rs. 16,500/-
(vii) Loss of Consortium (Rs.44,000)(*Pranay Sethi*)	Fixed	Rs. 44,000/-
Total Compensation		**Rs. 1,75,57,294/- (Rupees One Crore Seventy Five Lakhs Fifty**

		Seven Thousand Two Hundred Ninety Four only)

On the basis of the compensation computed in the above tabular chart, the claimants are awarded **Rs. 1,75,57,294/-(Rupees One Crore Seventy Five Lakhs Fifty Seven Thousand Two Hundred Ninety Four only)** as compensation on account of the death of the deceased, Krishna Kumar Tandon arising out of the use of a motor vehicle in the accident. Accordingly, the entire compensation amount of **Rs. 1,75,57,294/-(Rupees One Crore Seventy Five Lakhs Fifty Seven Thousand Two Hundred Ninety Four only)** shall be paid by O.P. No. 2 (M/s TATA AIG General Insurance Co. Ltd.) to the claimants.

So far as the other reliefs are concerned, the claimants are also entitled to interest on the compensation amount @ 7.5% per annum from the date of institution of this case i.e., 11.08.2023, till the date of final realization.

Accordingly, the above issues are decided in favour of the claimants and against the O.P. No. 2 Hence, this claim case is allowed and it is ......

O R D E R E D

17. That, the claimants are entitled to receive compensation of **Rs. 1,75,57,294/-(Rupees One Crore Seventy Five Lakhs Fifty Seven Thousand Two Hundred Ninety Four only)** on account of the death of the deceased, Krishna Kumar Tandon, in the vehicular accident.

The offending vehicle, i.e., the Motorcycle bearing Registration No. JH09BB-7249, was insured with O.P. No. 2 (M/s TATA AIG General Insurance Company Ltd.) at the relevant time of accident. Hence, O.P. No. 2, i.e., TATA AIG General Insurance Company Ltd., is directed to pay **Rs. 1,75,57,294/-(Rupees One Crore Seventy Five Lakhs Fifty Seven Thousand Two Hundred Ninety Four only)** as compensation along with interest @ 7.5% per annum from the date of filing of this case, i.e., 11.08.2023, till the date of actual payment to the claimants, within one month from the date of receipt of a copy of this judgment/award. Failing such payment, the same shall be realized through due process of law along with the cost of realization.

If any interim compensation has been received by the claimants under Section 140 of the M.V. Act, the same shall be deducted from the awarded compensation, and the claimants shall be entitled to receive only the balance amount.

Out of the total awarded compensation of Rs.**1,75,57,294/-**, an amount of **Rs. 15,00,000/-** each is granted in favour of Claimant No. 2 Ritesh Kumar, Claimant No. 3 Yogesh Kumar and the Claimant No. 4 Chandni Kumari, the sons and daughter of the deceased Krishna Kumar Tandon; **Rs. 5,00,000/-** is also granted in favour of Claimant No. 5 Shyam Ratan, the father of the deceased Krishna Kumar Tandon and the remaining amount of **Rs. 1,25,57,294/-** along with interest is granted in favour of Claimant No. 1, Meena Devi, the wife of the deceased Krishna Kumar Tandon.

Further, all the claimants are directed to file their documents for opening an Annuity Account under Motor Accident Claims Annuity Deposit (MACAD) Scheme in the State Bank of India, Chas Court Area, Bokaro branch within fifteen days from the date of this order. The Branch Manager, SBI, Chas Court Area Branch is directed to open the Annuity Accounts after filing the required documents by the claimants. After opening the said annuity accounts, 75% of the awarded amount of the claimant No. 1 to 4 namely Meena Devi, Ritesh Kumar, Yogesh Kumar and Chandni Kumari shall be kept under Motor Accident Claims Annuity Deposit (MACAD) Scheme for a period of 36 months. Rest 25% of the awarded amount of the claimant no. 1 to 4 namely Meena Devi, Ritesh Kumar, Yogesh Kumar and Chandni Kumari and entire awarded amount of Claimant No. 5 Shyam Ratan, the father of the deceased Krishna Kumar Tandon shall be transferred in their respective saving bank accounts.

18. The O.P. No. 2, i.e., M/s TATA AIG General Insurance Company Ltd. is directed to deposit the entire award amount of Rs. **1,75,57,294/-** along with interest @ 7.5% per annum from the date of filing of this case, i.e., 11.08.2023, in the Savings Bank Account of the Motor Accident Claims Tribunal, Bokaro, maintained with the State Bank of India, Chas Court, Area Branch, Camp-II, Bokaro, bearing Account No. 42743050624, CIF No. 90786844553, IFSC No. SBIN0006652.

19. After deposit of the award amount in the aforesaid account of the Motor Accident Claims Tribunal, Bokaro, the Tribunal shall transfer the

respective shares of the award amount to the Bank Accounts of the claimants as per their entitlement discussed above, through NEFT/RTGS, subject to payment of Court fee dues, if any.

Let the copy of this award be supplied to Learned counsel for O.P. No. 2 to facilitate timely payment of compensation and to the Branch Manager, SBI, Chas Court Area, Branch, Bokaro for opening Annuity Accounts under Motor Accident Claims Annuity Deposit (MACAD) Scheme.

(Dictated and corrected by me)	(Dictated)
Sd/-	Sd/-
(Anil Kumar Mishra No. 2)	(Anil Kumar Mishra No. 2)
Principal District Judge	Principal District Judge
- cum -	- cum -
MACT, Bokaro.	MACT, Bokaro.
J.O. Code No. JH00406	J.O. Code No. JH00406
07.05.2026	07.05.2026.