

## Smt. Meena vs Sunil Kumar on 17 May, 2025

IN THE COURT OF HARVINDER SINGH, DISTRICT  
JUDGE-CUM-PRESIDING OFFICER : MOTOR ACCIDENT  
CLAIMS TRIBUNAL-01, (WEST), TIS HAZARI COURTS,  
DELHI

### AWARD/JUDGMENT

MACT Case No.126/2020  
CNR No.DLWT010019812020

- (1) Meena (mother)  
W/o Late Sh. Ramesh  
(2) Vikas (Brother)  
S/o Late Sh. Ramesh

Both R/o W-134/31, T Huts,  
Block C, J. J. Colony, Madipur, Delhi

.....petitioners

Versus

- (1) Sunil Kumar (Driver-cum-owner)  
S/o Sh. Rama Shankar  
R/o W28/122, G Block, Mangolpuri, New Delhi  
(2) Go Digit General Insurance Limited

.....respondents

Date of Institution : 12.03.2020  
Date of final arguments : 17.05.2025  
Date of pronouncement of judgment : 17.05.2025

FORM-XVII

### COMPLIANCE OF THE PROVISIONS OF THE MODIFIED CLAIMS TRIBUNAL AGREED PROCEDURE

1. Date of the accident 20.09.2019
2. Date of filing of Form-I - Not filed Meena (LR) vs. Sunil Kumar & Anr.

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First Accident Report (FAR)

- |  |   |
|--|---|
| 3. Date of delivery of Form-II to the victim(s)  | Not filed   |
| 4. Date of receipt of Form-III from the Driver   | Not filed   |
| 5. Date of receipt of Form-IV from the Owner   | Not filed   |
| 6. Date of filing of the Form-V- Interim Accident Report (IAR)   | Not filed   |
| 7. Date of receipt of Form-VIA and Form-VIB from the Victim(s)   | Not filed   |
| 8. Date of filing of Form-VII - Detailed Accident Report (DAR)   | 12.03.2020  |
| 9. Whether there was any delay or deficiency on the part of the Investigating Officer? If so, whether any action/direction warranted?                        | Incident took place on 20.09.2019 and the DAR was filed on 12.03.2020 |
| 10. Date of appointment of the Designated Officer by the Insurance Company   | Date not mentioned  |
| 11. Whether the Designated Officer of the Insurance Company submitted his report within 30 days of the petition/DAR?   | Yes   |
| 12. Whether there was any delay or deficiency on the part of the Designated Officer of the Insurance Company? If so, whether any action/direction warranted? | No  |

13. Date of response of the Legal Offer was not filed by claimant(s) to the offer of the insurance company Insurance Company Meena (LR) vs. Sunil Kumar & Anr.

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14. Date of the award 17.05.2025

15. Whether the claimant(s) Yes was/were directed to open savings bank account(s) near their place of residence?

16. Date of order by which 12.03.2020 claimant(s) was/were directed to open savings bank account(s) near his place of residence and produce PAN Card and Aadhaar Card and the direction to the bank not issue any cheque book/debit card to the claimant(s) and make an endorsement to this effect on the passbook.

17. Date on which the claimant(s) Yet to be filed produced the passbook of their savings bank account near the place of their residence along-with the endorsement, PAN Card and Adhaar Card?

18. Permanent Residential W-134/31, T Huts, Block C, Address of the claimant(s). J. J. Colony, Madipur, Delhi

19. Whether the claimant(s) Yet to be filed savings bank account(s) is/are near his/her/their place of residence?

20. Whether the claimant(s) Yes was/were examined at the time of passing of the award to ascertain his/her/their financial condition?

#### FACTUAL POSITION & PLEADINGS

1. Vide this judgment/award, this Tribunal shall decide DAR/petition for compensation on account of death of Vicky in a road vehicular accident which took place on 20.09.2019 at about Meena (LR) vs. Sunil Kumar & Anr.

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11:40 pm at Madipur Metro Station near Pillar No. 181, 182 way to Peeragarhi.

#### CASE OF PETITIONER SIDE

2. Succinctly, the case put forth vide DAR/petition is that on 20.09.2019, deceased Vicky was returning to his residence by foot after finishing his duty at Raghuvir Nagar, New Delhi. At about 11:40 pm, when he reached at near Madipur Metro Station between Pillar No. 181-182 towards Peeragarhi, then, all of a sudden, offending vehicle TATA ace bearing registration no. DL1LV7886 came in rash and negligent manner. It hit the deceased. Due to same, he sustained sustained fatal injuries. After the incident, he was shifted to Sanjay Gandhi Hospital, Delhi. He expired during treatment. Post mortem of deceased was conducted at Sanjay Gandhi Hospital, Delhi vide PM report No. 932/19. FIR No.515/2019 under Section 279/304A of The Indian Penal Code, 1860 was registered against respondent no.01 at PS Punjabi Bagh. Incident happened due to rash and negligent driving of the respondent no.01. Deceased was about 28 years of age at the time of incident. He was doing private job and used to earn Rs.20,000/- per month at the time of incident. Petitioner/claimants were dependent upon the deceased. All the respondents are jointly and severally liable to pay the compensation to petitioner(s). The petitioner(s)/claimant(s) has/have sought meaningful compensation from the respondents. MISCELLANEOUS PROCEEDINGS

3. Notice of the DAR/petition was issued to the respondents, they appeared and filed their written statements/replies to the present DAR/petition. RESPONSE OF RESPONDENT NO.01 Meena (LR) vs. Sunil Kumar & Anr.

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4.1 In gist, the response of respondent no.01 as

discernible from his reply/written statement is that incident in question took place due to sole negligence of the deceased who was crossing the road at a point not meant for the same. Vehicle bearing registration no. DL1LV7886 was duly insured with Go Digit General Insurance Company Ltd. vide policy no. Doo8600899 for period 18.09.2019 to 17.09.2019. The respondent no.01 denied all other averments of the petition/DAR and prayed for dismissal of the same.

RESPONSE OF RESPONDENT NO.02 4.2 In gist, response of respondent no.02 as discernible from its reply/written statement is that the vehicle bearing registration no. DL1LV7886 was not insured with it on the date of incident i.e. on 20.09.2019. Policy bearing No. Doo8600899 issued for offending vehicle bearing registration no. DL1LV7886 was issued on 21.09.2019 for period 22.09.2019 to 21.09.2020. The owner of the offending vehicle has forged & fabricated the policy to show the policy period as 18.09.2019 to 17.09.2020. The respondent no.02 denied all other averments of the petition/DAR and prayed for dismissal of the same. ISSUES 5.1 After completion of pleadings, on 08.09.2022, Ld. Predecessor of this Tribunal framed following issues: -

1. Whether the deceased Vicky suffered injuries in the accident that took place on 20.09.2019 at about 11:40 pm due to rash and negligent driving of vehicle bearing registration number DL1LV7886 by respondent no.01 Sh. Sunil, being owned by him and insured with respondent no.02? OPP

2. Whether the applicant(s)/claimant(s) is/are entitled to compensation, if yes, of what amount and from Meena (LR) vs. Sunil Kumar & Anr.

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whom? OPP  
3. Relief.

5.2 Thereafter, matter was fixed for evidence of petitioner side.

PETITIONER SIDE EVIDENCE

6.1 The petitioner(s)/claimant(s) examined petitioner

No.1 Meena as PW1 to establish their claim. She tendered her evidence by way of affidavit Ex.PW1/A reiterating and supporting the contents of their petition/DAR/affidavit. PW1 was cross-examined at length by Ld. Counsel for the respondent Insurance company which is not reproduced herein for sake of brevity and was discharged.

6.2 The petitioner(s)/claimant(s) further examined Ms. Seema PW-1 as eye witness to the incident. PW-1 in gist has deposed that on 20.09.2019, she was returning to his village Pooth Kalan on his scooty from Karol Bagh. At about 11:45 pm, she reached near Madipur Metro Station and at the time one TATA Ace vehicle of white colour was going ahead of her vehicle. The said Tata vehicle was in fast speed. One boy was crossing the road by foot from Madpur side to Punjabi Bagh side. The Tata Ace vehicle hit the boy who was crossing the road. The Tata Ace vehicle was of Delhi registration and last four digits of registration number were 7886. The incident happened due to negligence of driver of Tata Ace vehicle who was driving it in very fast speed. She was examined, cross-examined by respondent no.2/insurance company and was discharged. 6.3 No other witness was examined by petitioner side, petitioner side evidence was closed vide order dated 30.05.2024 and thereafter, matter was fixed for respondent side evidence. Meena (LR) vs. Sunil Kumar & Anr.

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#### RESPONDENT SIDE EVIDENCE

7.1 Respondent no.1 examined himself as R1W1. He tendered his evidence by way of affidavit Ex.R1W1/A wherein in gist he has deposed that incident in question took place due to sole negligence of the deceased himself who was crossing the road at a place not meant for crossing it. R1W1 relied upon copy of his Aadhar Card Ex.R1W1/A, copy of insurance policy Ex.R1W1/B, copy of complaint made to Chairman/Chair Person of Insurance Company Ex.R1W1/C, Postal Receipts Ex.R1W1/D, first policy in question of vehicle valid from 06.05.2015 to 05.05.2016 of ICICI Lombard General Insurance Company Ltd Ex.R1W1/X1 and policy of period 06.05.2018 to 05.05.2019 of TATA AIG General Insurance Company Ltd. Ex.R1W1/X2 in his evidence. R1W1 was examined, cross- examined and was discharged.

7.2 Respondent no.2/Insurance Company has examined its Legal Associate Sh. Paramvir Singh as R2W1 who tendered his evidence by way of affidavit Ex.R2W1/A. He relied upon photocopy of insurance policy verified by IO Ex.R2W1/1, payment receipt of Rs.9968/- Ex.R2W1/2 and records of payments received through flat account of the agent of the date 18.09.2019 and 21.09.2019 as Ex.R2W1/3 & Ex.R2W1/4 in his evidence. He has deposed that their third party liability insurance policy was valid from 22.09.2019 to 21.09.2020 and date of incident i.e. 20.09.2019 is not covered within same. He was examined, cross-examined and was discharged. FINAL ARGUMENTS/SUBMISSIONS/CONTENTIONS 8.1 Submissions/contentions of the petitioner side are that the petitioner side has positively proved that the incident Meena (LR) vs. Sunil Kumar & Anr.

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took place due to rash and negligent driving of the respondent no.01. Deceased was about 28 years of age at the time of incident. He was doing private job and used to earn Rs.20,000/- per month at the time of incident. Both petitioners were dependent upon deceased. Award may be passed by this

Tribunal as per entitlement/claim of applicant(s)/claimant(s)/LR(s). 8.2 Submissions/contentions of the respondent no.01 are that the petitioner side has not been able to prove the rash and negligent driving of the offending vehicle by respondent no.1. Incident happened due to sole negligence of the deceased who was crossing the road at a point which is not meant for crossing it. The offending vehicle in question was duly insured with respondent no.2 covering the date of incident. Copy of policy Ex.R1W1/B and Ex.R2W1/P1 were provided by Agent namely Ritesh of respondent no.2 who was provided the premium in cash on 17.09.2019. The respondent no.2 is deliberately trying to avoid payment of compensation in the present matter. 8.3 Submissions/contentions of the respondent no.2 are that the petitioner side has failed to prove that incident took place due to rash and negligent driving of respondent no.1. Incident happened due to sole negligence of deceased. No income of deceased could be proved by petitioner side. Petitioner no.2 is not disabled in any manner to be counted as dependent upon the deceased. The policy in question qua vehicle in question was issued by insurance company as per Ex.R2W1/1 covering the period from 22.09.2019 to 21.09.2020. The date of incident i.e. 20.09.2019 is not covered within the period of policy. With these contentions, respondent no.02 has prayed for grant of only reasonable claim and to exonerate it.

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#### ANALYSIS/FINDINGS ON ISSUES

Issue No.(1) : - Whether the deceased Vicky suffered injuries in the accident that took place on 20.09.2019 at about 11:40 pm due to rash and negligent driving of vehicle bearing registration number DL1LV7886 by respondent no.01 Sh. Sunil, being owned by him and insured with respondent no.02? OPP 9.1 Before adverting to the facts of the present petition for deciding the above issue, at the very outset, it would be apposite to note here that the procedure followed by an accident claim tribunal is similar to what is followed by a civil Court. In civil matters the facts are required to be established by way of preponderance of probabilities only and not by strict rules of evidence or beyond reasonable doubt as is required in a criminal prosecution. The burden of proof in a civil case is not as heavy as it is in a criminal case and in a claim petition under The M. V. Act, this burden is even lesser than a civil case. Reference in this regard can be made to the prepositions of law laid down by the Hon'ble Supreme Court of India in case of "Bimla Devi and others Vs. Himachal Road Transport Corporation and Ors. "

reported in (2009) 13 SC 530, which were reiterated in the subsequent judgments in the case of "Parmeshwari Vs. Amir Chand and Ors." 2011 (1) SCR 1096 (Civil Appeal No.1082 of 2011) and "Mangla Ram Vs. Oriental Insurance Co. Ltd. & Ors.", 2018 Law Suit (SC) 303 etc. 9.2 Now keeping in mind the aforesaid legal principle/preposition for decision of the present issue, this Tribunal has gone through the testimony of the witnesses and entire material available on record. This Tribunal has also given thoughtful consideration to arguments addressed by Ld. Counsels Meena (LR) vs. Sunil Kumar & Anr.

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9.3 In this matter to prove the rashness and negligence of driving of offending vehicle by respondent no.1, the petitioner side has relied upon the deposition of eye witness PW-2/Seema. PW-2 in gist has deposed that on 20.09.2019, she was returning to her village Pooth Kalan on her scooty from Karol Bagh. At about 11:45 pm, she reached near Madipur Metro Station and at that time one TATA Ace vehicle of white colour was going ahead of her vehicle. The said Tata vehicle was in fast speed. One boy was crossing the road by foot from Madpur side to Punjabi Bagh side. The Tata Ace vehicle hit the boy who was crossing the road. The Tata Ace vehicle was of Delhi registration and last four digits of registration number were 7886. The incident happened due to negligence of driver of Tata Ace vehicle who was driving it in very fast speed. PW-2 was cross-examined at length by respondents. She denied the suggestion in her cross-examination that she was not present at the spot at the time of incident. The deposition of eye witness as to manner of incident, the driving of the offending vehicle in a rash and negligent manner by the respondent no.01 remained unshaken during cross-examination of said witness and in fact was strengthened during same. The deposition of PW-2 inspire the confidence of this Tribunal. 9.4 The site plan of place of incident and deposition of PW-2 leaves no doubt that deceased was crossing the road at a point where there was no zebra crossing to cross the road. The deceased could have easily cross the road from adjacent Metro Station. There can be no doubt that the driver of the offending vehicle should have been vigilant or attentive but at the same time, it cannot be lost sight of fact that the duty was also upon the Meena (LR) vs. Sunil Kumar & Anr.

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petitioner/claimant not to cross the road at a point where it is meant to be crossed. A Pedestrian crossing the road cannot claim any specific precedence and responsibility for accident has to be shared by such pedestrian along with the driver of the offending vehicle. Reliance can be place upon the decision of Hon'ble High Court of Delhi in matter of New India Assurance Company Limited & Ors vs. Sunit Devi & Ors. MAC App. 609/2013/409/2014 decided on 31.10.2022 on the said issue/aspect. The contention of respondent side that he is planted witness is without any force and stands rejected. 9.5 So, in the given circumstances, it cannot be said that the driver of the offending vehicle/respondent no.1 was solely responsible for the incident in question. In the opinion of this Tribunal, the deceased has also contributed to the incident in question. In the light of the aforesaid discussion, issue no.1 is partly decided in favour of the petitioner(s)/claimant(s) and is partly decided in favour of respondents. Deceased as well as driver of the offending vehicle are held liable for the incident in the ratio of 10:90.

Issue No.(2) : - Whether the applicants are entitled to compensation, if so, of what amount and from whom? OPP.

10.1 The petitioner(s) is/are certainly entitled for compensation in view of decision of above issue. Before proceeding further to decide the present issue, it would be apposite to encapsulate the law laid down by Hon'ble Supreme Court of India in its guiding lamp post judgments for ascertaining

just compensation in road vehicular death cases.

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10.2 Hon'ble Supreme Court of India in matter of "Sarla

Verma & Ors. Vs. Delhi Transport Corporation & Ors." (2003) 6 SCC 121 has held : -

QUA BASIC PRINCIPLES "9. Basically only three facts need to be established by the claimants for assessing compensation in the case of death :-

(a) age of the deceased; (b) income of the deceased; and the (c) the number of dependents. The issues to be determined by the Tribunal to arrive at the loss of dependency are (i) additions/deductions to be made for arriving at the income; (ii) the deduction to be made towards the personal living expenses of the deceased; and (iii) the multiplier to be applied with reference of the age of the deceased. If these determinants are standardized, there will be uniformity and consistency in the decisions. There will lesser need for detailed evidence. It will also be easier for the insurance companies to settle accident claims without delay. To have uniformity and consistency, Tribunals should determine compensation in cases of death, by the following well settled steps : -

Step 1 (Ascertaining the multiplicand) The income of the deceased per annum should be determined. Out of the said income a deduction should be made in regard to the amount which the deceased would have spent on himself by way of personal and living expenses. The balance, which is considered to be the contribution to the dependent family, constitutes the multiplicand.

Step 2 (Ascertaining the multiplier) Having regard to the age of the deceased and period of active career, the appropriate multiplier should be selected. This does not mean ascertaining the number of years he would have lived or worked but for the accident. Having regard to several imponderables in life and economic factors, a table of multipliers with reference to the age has been identified by this Court. The multiplier should be chosen from the said table with reference to the age of the deceased. Step 3 (Actual calculation) The annual contribution to the family (multiplicand) when multiplied by such multiplier gives the 'loss of dependency' to the family. Thereafter, a conventional amount in the range of Rs. 5,000/- to Rs.10,000/- may be added as loss of estate. Where the deceased is survived by his widow, another conventional amount in the range of 5,000/- to 10,000/- should be added under the head of loss of consortium. But no amount is to be awarded under



the head of pain, suffering or hardship caused to the legal heirs of the deceased.

The funeral expenses, cost of transportation of the body (if incurred) and cost of any medical treatment of the deceased Meena (LR) vs. Sunil Kumar & Anr.

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before death (if incurred) should also added." QUA ADDITIONS

"11. .... In view of imponderables and uncertainties, we are in favour of adopting as a rule of thumb, an addition of 50% of actual salary to the actual salary income of the deceased towards future prospects, where the deceased had a permanent job and was below 40 years. [Where the annual income is in the taxable range, the words 'actual salary' should be read as 'actual salary less tax']. The addition should be only 30% if the age of the deceased was 40 to 50 years. There should be no addition, where the age of deceased is more than 50 years. Though the evidence may indicate a different percentage of increase, it is necessary to standardize the addition to avoid different yardsticks being applied or different methods of calculations being adopted. Where the deceased was self- employed or was on a fixed salary (without provision for annual increments etc.), the courts will usually take only the actual income at the time of death. A departure therefrom should be made only in rare and exceptional cases involving special circumstances."

QUA DEDUCTIONS "14. Having considered several subsequent decisions of this court, we are of the view that where the deceased was married, the deduction towards personal and living expenses of the deceased, should be one-third (1/3rd) where the number of dependent family members is 2 to 3, one-fourth (1/4th) where the number of dependant family members is 4 to 6, and one-fifth (1/5th) where the number of dependant family members exceed six.

15. Where the deceased was a bachelor and the claimants are the parents, the deduction follows a different principle. In regard to bachelors, normally, 50% is deducted as personal and living expenses, because it is assumed that a bachelor would tend to spend more on himself. Even otherwise, there is also the possibility of his getting married in a short time, in which event the contribution to the parent/s and siblings is likely to be cut drastically. Further, subject to evidence to the contrary, the father is likely to have his own income and will not be considered as a dependent and the mother alone will be considered as a dependent. In the absence of evidence to the contrary, brothers and sisters will not be considered as dependents, because they will either be independent and earning, or married, or be dependent on the father. Thus even if the deceased is survived by parents and siblings, only the mother would be considered to be a dependent, and 50% would be treated as the personal and living expenses of the bachelor and 50% as the contribution to the family. However, where family of the bachelor is large and dependent on the income of the deceased, as in a case where he has a widowed mother and large number of younger non-earning sisters or brothers, his Meena (LR) vs. Sunil Kumar & Anr.

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personal and living expenses may be restricted to one-third and contribution to the family will be taken as two-third." QUA MULTIPLIER "21. We therefore hold that the multiplier to be used should be as mentioned in column (4) of the Table above (prepared by applying Susamma Thomas, Trilok Chandra and Charlie), which starts with an operative multiplier of 18 (for the age groups of 15 to 20 and 21 to 25 years), reduced by one unit for every five years, that is M-17 for 26 to 30 years, M-16 for 31 to 35 years, M-15 for 36 to 40 years, M-14 for 41 to 45 years, and M-13 for 46 to 50 years, then reduced by two units for every five years, that is, M-11 for 51 to 55 years, M-9 for 56 to 60 years, M-7 for 61 to 65 years and M-5 for 66 to 70 years."

10.3 Hon'ble Supreme Court of India in its constitution bench decision in matter of "National Insurance Company Limited Vs. Pranay Sethi & Ors." (2017) 16 SCC 680 dated 31.10.2017 held as under : -

"58. To lay down as a thumb rule that there will be no addition after 50 years will be an unacceptable concept. We are disposed to think, there should be an addition of 15% if the deceased is between the age of 50 to 60 years and there should be no addition thereafter. Similarly, in case of self- employed or person on fixed salary, the addition should be 10% between the age of 50 to 60 years. The aforesaid yardstick has been fixed so that there can be consistency in the approach by the tribunals and the Courts.

59. In view of the aforesaid analysis, we proceed to record our conclusions:-

(i) The two-Judge Bench in Santosh Devi should have been well advised to refer the matter to a larger Bench as it was taking a different view than what has been stated in Sarla Verma, a judgment by a coordinate Bench. It is because a coordinate Bench of the same strength cannot take a contrary view than what has been held by another coordinate Bench.

(ii) As Rajesh has not taken note of the decision in Reshma Kumari, which was delivered at earlier point of time, the decision in Rajesh is not a binding precedent.

(iii) While determining the income, an addition of 50% of actual salary to the income of the deceased towards future prospects, where the deceased had a permanent job and was below the age of 40 years, should be made. The addition should be 30%, if the age of the deceased was between 40 to 50 years. In case the deceased was between the age of 50 to 60 years, the addition should be 15%. Actual salary should be read as actual salary less tax.

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(iv) In case the deceased was self-employed or on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. The established income means the income minus the tax component.

(v) For determination of the multiplicand, the deduction for personal and living expenses, the tribunals and the courts shall be guided by paragraphs 30 to 32 of Sarla Verma which we have reproduced hereinbefore.

(vi) The selection of multiplier shall be as indicated in the Table in Sarla Verma read with paragraph 42 of that judgment.

(vii) The age of the deceased should be the basis for applying the multiplier.

(viii) Reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs. 15,000/-, Rs. 40,000/- and Rs. 15,000/- respectively. The aforesaid amounts should be enhanced at the rate of 10% in every three years."

10.4 In view of the above law laid down by Hon'ble Supreme Court of India, this Tribunal needs to ascertain the age of deceased/victim, ascertain the appropriate multiplier, income of the deceased at the time of incident, the educational qualification of deceased, the number of dependents whether deceased was married or unmarried, whether deceased was having permanent employment or private job etc. etc. to workout just compensation in this case. Award also needs to be passed qua non-pecuniary heads as envisaged and in terms of above judgments. Hence, this Tribunal now proceeds further to decide the compensation/award under different heads applicable to the present matter in light of above prepositions. DETERMINATION OF AGE OF DECEASED & MULTIPLIER

10.5 The age of the deceased would be an essential consideration for grant of just compensation under different heads applicable in the present matter, so claimant's age needs to Meena (LR) vs. Sunil Kumar & Anr.

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be ascertained first. As per Aadhaar Card of deceased available on record as Ex.PW1/5, year of birth of the deceased is 1985 and the incident took place on 20.09.2019, so the injured/petitioner is taken to be 34 years of age at the time of incident/accident. Since, she falls in age bracket of 31 to 35 years, so, multiplier applicable to this case would be 16.

DETERMINATION OF EDUCATIONAL QUALIFICATION 10.6 No documentary proof has been filed by the petitioner side to show educational qualification of deceased. DETERMINATION OF MONTHLY INCOME 10.7(i) It is claimed that deceased was doing private job and used to earn Rs.20,000/-per month at the time of incident. No evidence has been led by the petitioner side to prove income of the deceased and his employment. Hence, the petitioner side has miserably failed to prove the earnings of the deceased. Hence, the income of deceased has to be assessed on the basis of chart available in Minimum Wages Act of a Unskilled person of State of Nct of Delhi. The minimum wages for an Unskilled person of State of NCT of Delhi on the date of accident i.e. 20.09.2019 were Rs.14,468/-.

10.7(ii) Accordingly, the monthly income of the deceased needs to be considered as Rs.14,468/- per month on the date of accident.

DETERMINATION OF FUTURE PROSPECTS APPLICABLE 10.8 Hon'ble High Court of Delhi in MAC Appeal No. 798/2011 titled as "Bajaj Allianz General Insurance company Ltd. Vs. Pooja & Ors." decided on 02.11.2017 has held that even in the cases where the income of the deceased is calculated on the basis of the minimum wages, the benefit of future prospects Meena (LR) vs. Sunil Kumar & Anr.

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has to be given in accordance with guidelines issued by Hon'ble Supreme Court of India as applicable to self employed or privately employed persons.

10.9 The deceased was aged less than 40 years at the time of incident and had no permanent job, so the future prospects/benefits applicable to the present case would be 40%. ASSESSMENT/DETERMINATION OF ENHANCED MONTHLY INCOME 10.10 As has already been held, income of the deceased of Rs.14,468/- would be applicable in this case and an addition of 40% needs to be made qua future prospects. Accordingly, the monthly income of the deceased needs to be taken as Rs.20,256/- (after rounding off Rs.20255.2/-)(Rs.14,468/- + Rs.5787.2/- which is 40% of Rs.14,468).

DETERMINATION OF DEDUCTIONS 10.11 There is no dispute that the deceased was a bachelor. The present claim petition/DAR has been instituted/perused by mother and differently abled brother of the deceased. It is not in dispute that the father of the deceased had predeceased him. It is pleaded that petitioner no.2/brother of deceased is paralytic, therefore, he was also dependent upon the deceased. Except NCCT head report Ex.PW1/3, no other documentary evidence has been filed by the petitioner side to show that petitioner no.2 Vikas is paralytic, is not able to do work and was dependent upon the deceased. There is no disability certificate of petitioner no.2 on record. Hence, petitioner no.2 cannot be taken as dependent upon the deceased at the time of incident. Hence, only mother of the deceased is considered as dependent upon the deceased at the time of incident. So,

deduction towards personal and living Meena (LR) vs. Sunil Kumar & Anr.

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expenses of a deceased needs to be taken 1/2nd in this matter. Hence, 1/2nd would be deducted towards personal and living expenses of the deceased.

**DETERMINATION OF MULTIPLICAND 10.12** The monthly income of the deceased after enhancement needs to be taken as Rs.20,256/-. A deduction of 1/2nd needs to be made towards personal and living expenses of the deceased. So, in this matter, monthly loss of dependency would come out to be Rs.10,128/- (1/2nd of Rs.20,256/-). This product needs to be multiplied by 12 to workout multiplicand/annual loss of dependency. Hence, multiplicand for this matter would be Rs.1,21,536/- (Rs.10,128/- x 12). **AWARD TOWARDS LOSS OF DEPENDENCY 10.13** The total loss of dependency would come out to be Rs.19,44,576/- (Rs.1,21,536/- x 16), hence, so awarded. **COMPENSATION QUA NON-PECUNIARY HEADS 10.14** The loss of estate is awarded as Rs.18,000/- (15,000/- + 20% enhancement).

**COMPENSATION QUA LOSS OF CONSORTIUM 10.15** Since, one of the claimant is mother, therefore, she is entitled for compensation on account of loss of consortium, hence, an amount of Rs.48,000/- (Rs.40,000/- + 20% enhancement) is awarded under this head. **COMPENSATION QUA FUNERAL EXPENSES 10.16** An amount of Rs.18,000/- (15,000/- + 20% enhancement) is awarded towards funeral expenses. **TOTAL AWARD AMOUNT OF ALL HEADS 10.17** In view of above discussions and awards passed Meena (LR) vs. Sunil Kumar & Anr.

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under different heads, this Tribunal hereby pass an award of sum of Rs.20,28,576/- (Rupees Twenty Lakhs Twenty Eight Thousand Five Hundred and Seventy Six Only) (Rs.19,44,576/- + Rs.18,000/- + Rs.48,000/- + Rs.18,000/-) in favour of petitioner(s) and against the respondents. **RELIEF / ISSUE NO.03**

11. This Tribunal hereby pass an award of Rs.18,25,718/- (Rupees Eighteen Lakhs Twenty Five Thousand Seven Hundred and Eighteen Only) (after rounding of Rs.18,25,718.4/-) [after deducting 10% on account of contributory negligence of the injured] [Rs.20,28,576/- - Rs.2,02,857.6/-(10%)] as compensation along-with interest @ 7% per annum from the date of filing the DAR/claim petition i.e. 12.03.2020 till the date of the payment of award amount, in favour of the petitioner(s) and against the respondents. **APPORTIONMENT OF LIABILITY 12.1** It is submitted/contended by respondent no.2 that policy in question bearing no. Doo8600899 was issued by respondent no.2 as per Ex.R2W1/1 covering the period of insurance from 22.09.2019 to 21.09.2020. The premium qua same was received only on 21.09.2019 vide invoice Ex.R2W1/2 submitted on record. The respondent no.1 has forged the period of insurance of policy as 18.09.2019 to 17.09.2020 in the copy

produced by him Ex. R1W1/B on record. It is submitted by respondent no.2 that the date of incident i.e. 20.09.2019 was not covered vide policy in question.

12.2 Per contra, submissions of respondent no.1 are that he paid the premium for insurance to the authorized agent of respondent no.2 namely Ritesh on 17.09.2019. He provided him Meena (LR) vs. Sunil Kumar & Anr.

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the copy of insurance policy bearing No. Doo8600899 covering the period of insurance from 18.09.2019 to 17.09.2019 which he has submitted on record as Ex. R1W1/B. He submits that the date of incident is covered in the insurance period, therefore, respondent no.2 is liable to pay the amount of compensation in the present matter.

12.3 Submissions of both side considered. 12.4 Section 64VB of The Insurance Act 1938 provides as under:

"64VB. No risk to be assumed unless premium is received in advance (1)No insurer shall assume any risk in India in respect of any insurance business on which premium is not ordinarily payable outside India unless and until the premium payable is received by him or is guaranteed to be paid by such person in such manner and within such time as may be prescribed or unless and until deposit of such amount as may be prescribed, is made in advance in the prescribed manner.

(2)For the purposes of this section, in the case of risks for which premium can be ascertained in advance, the risk may be assumed not earlier than the date on which the premium has been paid in cash or by cheque to the insurer.Explanation.--Where the premium is tendered by postal money order or cheque sent by post, the risk may be assumed on the date on which the money order is booked or the cheque is posted, as the case may be.

(3)Any refund of premium which may become due to an insured on account of the cancellation of a policy or alteration in its terms and conditions or otherwise shall be paid by the insurer directly to the insured by a crossed or order cheque or by postal Meena (LR) vs. Sunil Kumar & Anr.

HARVINDER HARVINDER SINGH SINGH Date: 2025.05.17 16:15:24 +0530 money order and a proper receipt shall be obtained by the insurer from the insured, and such refund shall in no case be credited to the account of the agent.

(4)Where an insurance agent collects a premium on a policy of insurance on behalf of an insurer, he shall deposit with, or dispatch by post to, the insurer, the premium so collected in full without deduction of his commission within twenty-four hours of the collection excluding bank and postal holidays.

(5)The Central Government may, by rules, relax the requirements of sub-section (1) in respect of particular categories in insurance policies.

(6)The Authority may, from time to time, specify, by the regulations made by it, the manner of receipt of premium by the insurer.

12.5 The above reproduced Section 64VB of The Insurance Act, 1938 makes it clear that no insurer assumes any risk in any insurance unless and until, the premium payable is received or guaranteed to be received. In the present case, it is not the case of respondent no.1 that he paid the premium vide postal money order or cheque or through any other electronic mode. He has deposed in his cross-examination that he paid the premium to the agent through cash. He has however failed to produced any documentary proof of payment of insurance premium to the authorized agent on 17.09.2019 as per his claim. It is also to be noted that the respondent no.1 is owning the vehicle in question since 2015. It is also pertinent to note here that the last insurance policy of the vehilce Ex.R1W1/X2 had expired around 04 months prior to the date of incident. The Meena (LR) vs. Sunil Kumar & Anr.

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respondent no.1 being driver-cum-owner of a commercial vehicle certainly knew that a vehicle could not be plied on the road without valid insurance cover. Though, he has deposed that his vehicle was not on the road after expiry of insurance cover Ex.R1W1/X2 till the date and time of incident, however, his deposition does not appeal to the logic considering the fact that the vehicle in question is a commercial vehicle which generates revenue. It is also to be noted that the policy in question was taken only for the purpose of 3rd party liability. No insurance company issues such policies from date prior to the date of receiving of premium and instead follow the practice of issuing insurance policies starting with next date of payment of premium of insurance to avoid complexities. In totality of circumstances, it appears that the respondent no.1 immediately tried to procure the policy after the incident and on receiving policy manipulated the period of cover of insurance policy which is quite easy in this age of computers. It is also to be noted that no original copy of insurance policy which may have been provided to him by authorized agent of respondent no.2 has been submitted on record by respondent no.1 till date. All the copies of policies submitted by him are photocopies. In totality of circumstances, this Tribunal is convinced that policy in question was issued by respondent no.2 after receiving premium on 21.09.2019 vide invoice in question covering the period of insurance from 21.09.2019 to 20.09.2020 and copies of policy produced by respondent no.1 are forged and fabricated. Since, the date of incident was not covered by policy in question of respondent no.2, therefore, respondent no.2 could not be asked to indemnify the respondent no.1 in this matter. Hence, respondent Meena (LR) vs. Sunil Kumar &

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no.1/driver-cum-owner of vehicle in question is hereby directed to deposit the award amount in favour of the petitioner(s) with State Bank of India, Tis Hazari Courts, Delhi in MACT Account of this Tribunal having Account No.40711767202, CIF No.90891362578, IFSC Code - SBIN0000726, Tis Hazari Courts, Delhi in favour of the petitioner(s) as stated herein above within a period of 45 days from the date of passing of this award together with the interest as stated herein above under intimation to this Tribunal and under intimation to the petitioner(s)/claimant(s)/applicant(s). In case of any delay, it shall be liable to pay interest at the rate of 9% per annum for the period of delay.

MODE OF DISBURSEMENT OF THE AWARD AMOUNT TO THE CLAIMANT(S) AS PER THE PROVISIONS OF THE 'MODIFIED CLAIM TRIBUNAL AGREED PROCEDURE' (MCTAP) 13.1 The applicant(s)/petitioner(s) was/were examined under MCTAP on 17.05.2025 and his/her/their statement(s) considered.

13.2 Hon'ble High Court of Delhi in FAO No.842/2003 titled as "Rajesh Tyagi & Ors. Vs. Jaibir Singh & Ors. " has formulated MACAD (Motor Accident Claims Annuity Deposit Scheme) vide its order dated 07.12.2018. The same has been made effective from 01.01.2019. Said order provides 21 banks including State Bank of India as one of the banks which have to adhere to MACAD. The State Bank of India, Tis Hazari Courts, Delhi is directed to disburse the amount in accordance with MACAD formulated by Hon'ble High Court of Delhi. 13.3 Keeping in view the entirety of the facts and circumstances of the present case and the above-said guidelines Meena (LR) vs. Sunil Kumar & Anr.

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laid down by Hon'ble High Court of Delhi, the respondent no.1/driver-cum-owner is directed to deposit the award amount of Rs.18,25,718/- (Rupees Eighteen Lakhs Twenty Five Thousand Seven Hundred and Eighteen Only) as stated herein above with State Bank of India, Tis Hazari Courts, Delhi in the MACT Account of this Tribunal having Account No.40711767202 CIF No.90891362578, IFSC Code - SBIN0000726, Tis Hazari Courts, Delhi in favour the petitioner(s)/applicant(s)/claimant(s) as stated herein above. 13.4 The Manager, State Bank of India, Tis Hazari Courts, Delhi is also directed to release/disburse entire award amount along with interest accrued in favour of petitioners no.1 in her MACT account to be disclosed by petitioner side vide separate application within 15 days from today as mentioned/directed hereinafter in tabulated form. 13.5 The compensation to the petitioner(s) shall be distributed/disbursed as follows : -



Sr. Name of Age/ Relation Award Amount of Amount Period of FDRs with No. petitioner DOB/ with Amount in award to be kept in cumulative interest / YOB injured/ Rupees released in FDRs in in Rupees claimant deceased Rupees Rupees

1. Meena 1960 Mother 18,25,718/- 2,25,718/- 16,00,000/- 16,00,000/- + 1/2 + interest interest accumulated accumulated shall be kept in the form of equal monthly FDRs of Rs.10,000/- for the period of 160 months + months which comes out of division of interest accumulated by Rs.10,000/-. The remainder, if any to be added in the last FDR. The FDRs shall be numbered Meena (LR) vs. Sunil Kumar & Anr.

HARVINDER HARVINDER SINGH Date: 2025.05.17 16:15:34 +0530 1st to last. The amount of FDRs along-with interest after maturity shall be released to petitioner(s) on monthly basis in sequence of 1st to last as per above order.

2. Vikash 1987 Brother Nil Nil Nil Nil TOTAL Rs.18,25,718/-

13.6 The following conditions shall be adhered to by State Bank of India, Tis Hazari Courts, Delhi with respect to the fixed deposits : -

(a) The Bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the claimant(s) i.e. the savings bank account(s) of the claimant(s) shall be an individual savings bank account(s) and not a joint account(s).

(b) The original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by bank to the claimant(s).

(c) The maturity amounts of the FDR(s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant (s) near the place of their residence.

(d) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.

(e) The concerned bank shall not issue any cheque book and/or debit card to claimant(s). However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall debit card (s) freeze the account of the claimant(s) so that no debit card be issued in respect of the account of the claimant(s) from any other branch of the bank.

(f) The bank shall make an endorsement on the passbook of the claimant(s) to the effect that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimant(s) shall produce the passbook with

the necessary endorsement before the Court on the next date fixed for compliance.

(g) It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook(s) of the claimant(s) is sufficient compliance of clause Meena (LR) vs. Sunil Kumar & Anr.

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(g) above.

13.7 In accordance with the orders dated 08.02.2019 passed by Hon'ble High Court of Delhi in FAO no. 842/2003 in "Rajesh Tyagi & Ors. Vs. Jaibir Singh & Ors. ", Mr. Rajan Singh, Assistant General Manager has been appointed as Nodal Officer of SBI having Phone No.022-22741336/9414048606 and email- ID agmlimal@sbi.co.in. In case of any assistance or non compliance, the aforesaid Nodal Officer can be contacted. A copy of this order be sent by e-mail to aforesaid Nodal Officer of aforesaid bank by Ahlmad of the Court immediately in accordance with directions of Hon'ble High Court of Delhi as given in the orders dated 07.12.2018. The Nodal Officer of bank shall ensure the disbursement of award amount within three weeks of the receipt of e-mail as mentioned in the orders dated 07.12.2018 passed by Hon'ble High Court of Delhi. 13.8 The respondent no.01/driver-cum-owner shall deposit the award amount with the account of this Tribunal within 45 days. Nazir of this Court shall prepare a separate file regarding the status of deposition/non-deposition of the award amount by the respondent(s) after making necessary entry on CIS on 11.07.2025.

14. A digital copy of this award be forwarded to the parties free of cost through email.

15. Ahlmad staff is directed to send the copy of award to Ld. Judicial Magistrate First Class concerned and Delhi Legal Services Authority in view of Central Motor Vehicles (fifth Amendment) Rules, 2022[(Directions at serial nos.39, 40 of Procedure for Investigation of Motor Vehicle Accidents (under Meena (LR) vs. Sunil Kumar & Anr.

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Rule 150A)] .

16. Ahlmad staff is also directed to e-mail an authenticated copy of the award to the insurer as directed by the Hon'ble Supreme Court of India in WP (Civil) No. 534/2020 titled as "Bajaj Allianz General Insurance Co. Pvt. Ltd. Vs. Union of India & Ors." decided on 16.03.2021. Ahlmad shall also e-email an authenticated copy of the award to Branch Manager, State Bank of India, Tis Hazari Court Complex Branch for information.

17. File be consigned to Record Room after due compliance.

Announced in the open Court today i.e. 17th of May, 2025 (HARVINDER SINGH) District Judge-cum-PO:MACT-01, West/THC/Delhi/17.05.2025 Meena (LR) vs. Sunil Kumar & Anr.

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FORM -XV

## SUMMARY OF COMPUTATION OF AWARD AMOUNT IN DEATH CASES

1. Date of accident :

20.09.2019

2. Name of the deceased :

Vicky

3. Age of the deceased :

34 years

4. Occupation of the deceased :

Not proved

5. Income of the deceased :

Rs.14,468/- per month

6. Name, age and relationship of legal representative of deceased : -

S.No. Name Age/Date of Birth Relation

(i) Meena 1960 Mother

(ii) Vikash 1987 Brother Computation of Compensation : -

Sr.No.	Heads	Awarded by the Claim Tribunal
7.	Income of the deceased(A)	Rs.14,468/-
8.	Add-Future Prospects (B)	40%
9.	Less-Personal expenses of the deceased(C)	1/2nd deduction has been done
10.	Monthly loss of dependency [(A+B)-C=D]	Rs.10,128/-
11.	Annual loss of dependency (D)	Rs.1,21,536/-

x 12)

13.	Total loss of dependency (Dx12xE= F)	Rs.19,44,576/-
14.	Medical Expenses(G)	NIL
15.	Compensation for loss of consortium(H)	Rs.48,000/-
16.	Compensation for loss of love and affection(I)	NIL
17.	Compensation for loss of	Rs.18,000/-

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	estate(J)	
18.	Compensation towards funeral expenses(K)	Rs.18,000/-
19.	TOTAL COMPENSATION (F+G+H+I+J+K=L)	Rs.18,25,718/- (Rupees Eighteen Lakhs Twenty Five Thousand Seven Hundred and Eighteen Only) (after rounding of Rs.18,25,718.4/-) [after deducting 10% on account of contributory negligence of the injured] [Rs.20,28,576/- - Rs.2,02,857.6/- (10%)]
20.	RATE OF INTEREST AWARDED	7% per annum
21.	Interest amount up to the date of award (M)	Rs.6,62,076/- (w.e.f. 12.03.2020 to 17.05.2025 i.e. 5 years 2 months and 5 days)
22.	Total amount including interest (L + M)	Rs.24,87,794/- (Rs.18,25,718/- + Rs.6,62,076/-)
23.	Award amount released	Rs.2,25,718/-
24.	Award amount kept in FDRs	Rs.16,00,000/- along- with accumulated interest

25. Mode of disbursement of the Mentioned in the award award amount to claimant(s).

26. Next date for compliance of 17.05.2025 the award.

(HARVINDER SINGH) District Judge-cum-PO:MACT-01, West/THC/Delhi/17.05.2025 Meena (LR) vs. Sunil Kumar & Anr.

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