

# Santosh Ribero Lrs Of Deceased Ribero ... vs Parmod (United Indai Ins Co.) on 12 August, 2024

DLCT010053332023

Presented on : 18-04-2023  
Registered on : 19-04-2023  
Decided on : 12-08-2024  
Duration : 01 Year 04 Months

IN THE TRIBUNAL OF PRESIDING OFFICER-MACT-02,  
CENTRAL, TIS HAZARI COURTS, DELHI  
PRESIDED OVER BY DR.PANKAJ SHARMA

IN THE MATTER OF CASE/ MACT No. 326/23 (For Grant of  
Compensation in respect of the death of deceased Ribero Gani):

1. SMT. SANTOSH RIBERO  
W/o Late Ribero Gani

2. RUBEN GANI  
S/o Late Ribero Gani

Both R/o H.No.591/25V,  
Christian Compound,  
Kishan Ganj,Delhi.

.....Petitioners

VERSUS

1. PARMOD  
S/o Sh. Rajbir  
R/o VP0 Kultana  
Distt. Rohtak,  
Haryana-124001.(Owner).

2. SHUBHAM  
S/o Sh. Naresh  
Through Sh. Parmod  
R/o VP0 Kultana  
Distt. Rohtak,Haryana-124001.(Driver).

MACT No. 326/23 Santosh Ribero & Ors. Vs. Parmod & Ors. Page No. 1/40

MACT No. 328/23 Ruben Gani

Vs. Parmod & Ors. PANKAJ PANKAJ SHARMA

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SHARMA Date: 2024.08.12  
14:22:39 +0530

3. UNITED INSURANCE CO.LTD.  
4, Onkar Bhawan Communit Centre,  
Naraiana Phase-I, New Delhi-110028. (Insurer).

.....Respondents.

AND DLCT010053342023 Presented on : 18-04-2023 Registered on : 19-04-2023 Decided on : 12-08-2024 Duration : 01 Year 04 Months IN THE MATTER OF CASE / MACT No. 328/23 (For Grant of Compensation in respect of the injuries sustained by injured Ruben Gani ) :

RUBEN GANI S/o Late Ribero Gani H.No.591/25V, Christian Compound, Kishan Ganj,Delhi.

.....Injured VERSUS

1. PARMOD S/o Sh. Rajbir R/o VPO Kultana Distt. Rohtak, Haryana-124001.(Owner).

2. SHUBHAM S/o Sh. Naresh Through Sh. Parmod R/o VPO Kultana Distt. Rohtak,Haryana-124001.(Driver).

MACT No. 328/23 Ruben Gani Vs. Parmod & Ors.

PANKAJ PANKAJ SHARMA SHARMA Date: 2024.08.12 14:22:46 +0530

3. UNITED INSURANCE CO.LTD.

4, Onkar Bhawan Communit Centre, Naraiana Phase-I, New Delhi-110028. (Insurer).

.....Respondents.

The particulars as per Form-XVII, Central Motor Vehicles (fifth Amendment) Rules, 2022 (Pl. see Rule 150A) are as under:-

1. Date of the accident 29/01/2023
2. Date of filing of Form-I - First Accident Report N.A. (FAR)
3. Date of delivery of Form-II to the victim(s) N.A.
4. Date of receipt of Form-III from the Driver N.A.
5. Date of receipt of Form-IV from the Owner N.A.
6. Date of filing of the Form-V-Interim Accident N.A. Report (IAR)
7. Date of receipt of Form-VIA and Form-VIB N.A. from the Victim(s)

8. Date of filing of Form-VII - Detailed Accident N.A. Report (DAR)

9. Whether there was any delay or deficiency on No the part of the Investigating Officer? If so, whether any action/ direction warranted?

10. Date of appointment of the Designated Officer Not by the Insurance Company mentioned

11. Whether the Designated Officer of the Insurance No Company submitted his report within 30 days of the DAR?

12. Whether there was any delay or deficiency on No the part of the Designated officer of the Insurance Company? If so, whether any action/ direction warranted?

13. Date of response of the petitioner(s) to the offer N.A. MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. Digitally signed by PANKAJ PANKAJ SHARMA SHARMA Date: 2024.08.12 14:22:51 +0530 of the Insurance Company.

14. Date of the award 12/08/2024

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

16. Date of order by which claimant(s) was/were 17/02/2024 directed to open savings bank account(s) near his place of residence and produce PAN Card and Adhaar 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) produced the 20/07/2024 passbook of their savings bank account near the place of their residence along with the endorsement, PAN Card and Adhaar Card?

18. Permanent Residential Address of the In MACT V,Christian Compound, Kishan Ganj,Delhi.

AND In MACT V,Christian Compound, Kishan Ganj,Delhi MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. Digitally signed by PANKAJ PANKAJ SHARMA SHARMA Date: 2024.08.12 14:23:19 +0530

19. Whether the claimant(s) savings bank account(s) Yes is near his place of residence?

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

## COMMON AWARD/JUDGMENT FACTUAL POSITION

1. These two petitions U/s 166 r/w Section 140 of M.V. Act was filed on 19.04.2023. The first petition was filed seeking compensation in respect of the death of one Sh. Ribero Gani S/o Late Sh. Gani Subhani (hereinafter referred to as "deceased") and another petition was filed seeking compensation in respect of the injuries sustained by Sh. Ruben Gani S/o Sh. Ribero Gani (hereinafter referred to as "injured") due to a motor vehicular accident dated 29/01/2023. As per injured on 29/01/2023 the deceased late Ribero Gani and he were going to PGMIS, Rohtak, Haryana on their Motorcycle bearing registration no.DL-8SAW-6480 and they were going to attend the counselling of B.Sc. Nursing Course of the Petitioner No. 2 in MACT No. 326/23 as he was working as Nurse with Max Hospital, Lajpat Nagar, New Delhi and wanted to join B.Sc. It is further stated that the motorcycle was being driven by his father late Ribero Gani while he, the petitioner No. 2 was sitting on the rear seat. It is further stated that when their motorcycle reached near CNG Pump situated at Kasar bypass, Bahadurgarh at around 09.30-09.45 AM just few kilometers towards Rohtak from Bahadurgarh, they saw the Car bearing registration no. HR-69C-7537 (hereinafter referred to as "offending vehicle") coming MACT No. 326/23 Santosh Ribero & Ors. Vs. Parmod & Ors. Page No. 5/40 Digitally signed MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ by PANKAJ SHARMA SHARMA Date: 2024.08.12 14:23:26 +0530 from Rohtak side at a very high speed which first collided with the road divider and thereafter directly hit their aforesaid motorcycle from the wrong/ opposite side. It is further stated that both the riders/ passengers of the motorcycle were thrown away due to the head-on collision with the offending vehicle, causing grievous injuries to him and his father Late Ribero Ghani. It is further stated that both the riders of the aforesaid motorcycle were immediately taken to Civil Hospital, Bahadurgarh with the help of passer-by where during treatment his father Mr. Ribero Gani succumbed to fatal injuries received by him in the aforesaid road accident. An FIR no. dated 0037/2023 PS Sector-06, Bahadur Garh, District Jhajjar U/s 279/337/304A IPC was registered in respect of the above accident. R- 1 is the owner of the offending vehicle. R-2 is the driver of the offending vehicle and R-3 is the insurer of the same. Notice of both the petitions were issued to all the respondents.

1.1 As per first petition, the deceased was 49 years old and was a Supervisor besides doing Computer Hardware Repair Work and was earning a sum of Rs. 48,000/- per month i.e. Rs.24,900/- his last salary drawn for his work as Supervisor as Rs. 22,000/- to Rs.23,000/- per month from Computer Hardware Repair Work respectively. Petitioners seek compensation to the tune of Rs. 68,50,000/- in respect of the untimely death of deceased in the abovesaid accident.

1.2 As per second petition, the injured was 23 years old, was a Nurse and was earning Rs. 46,000/- i.e. Rs. 26,000/- from regular salary and Rs.20,000/- from private local nursing service. Petitioner seeks compensation to the tune of Rs. 60,29,000/- in respect of the injuries Digitally signed by MACT No. 328/23 Ruben Gani Vs. Parmod & Ors.

PANKAJ PANKAJ SHARMA SHARMA Date:

2024.08.12 14:23:31 +0530 sustained by the injured in the abovesaid accident.

PLEADINGS in case No. 326/23 (For Grant of Compensation in respect of the death of deceased Sh. Ribero Gani) :

2. Separate written statements were filed by R-1 & R-2 in which they declined the contents of the petition. They further claimed that at the relevant time the offending vehicle was covered by an insurance policy issued by R-3/ insurance company in favour of R-1 and therefore, the liability, if any, is to be discharged by R-3/ Insurance Company only.

3. R-3/Insurance Company filed a written statement in which they averred that the accident happened due to sole negligence of the petitioner. On merits, the claim of the petitioner has been declined by R-3/ Insurance Company. However, it is admitted that at the relevant time the offending vehicle was covered by an insurance policy issued by itself in favour of R-1.

PLEADINGS in case No. 328/23 (For Grant of Compensation in respect of the injuries sustained by injured Sh. Ruben Gani) :

4. Separate written statements were filed by R-1 & R-2 in which they declined the contents of the petition. They further claimed that at the relevant time the offending vehicle was covered by an insurance policy issued by R-3/ insurance company in favour of R-1 and therefore, the liability, if any, is to be discharged by R-3/ Insurance Company only.

5. R-3/Insurance Company filed a written statement in which they averred that the accident happened due to sole negligence of the petitioner. On merits, the claim of the petitioner has been declined by R-3/ Digitally MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ signed by PANKAJ SHARMA SHARMA Date:

2024.08.12 14:23:37 +0530 Insurance Company. However, it is admitted that at the relevant time the offending vehicle was covered by an insurance policy issued by itself in favour of R-1.

ISSUES in case No. 326/23 (For Grant of Compensation in respect of the death of deceased Sh. Ribero Gani) :

6. Vide order dated 17/02/2024, the following issues were framed by this Tribunal :-

1. Whether the deceased Ribero Gani suffered fatal injuries in an accident that took place on 29.01.2023 at about 09.30 - 09.45 AM involving vehicle bearing registration No.HR69C-7537 driven by the Respondent No. 1 rashly and negligently, owned by the Respondent No. 2 and insured with the Respondent No. 3? OPP.

2. Whether the petitioners are entitled for compensation? If so, to what amount and from whom?

3. Relief.

From the perusal of record reveals that Issue No. 1 has inadvertently been framed wrongly and same stands rectified as follows:-

1. Whether the deceased Ribero Gani suffered fatal injuries in an accident that took place on 29.01.2023 at about 09.30-09.45 AM involving vehicle bearing registration No.HR69C-7537 owned by the Respondent No. 1, driven by the Respondent No. 2 rashly and negligently, and insured with the Respondent No. 3? OPP.

ISSUES in case No. 328/23 (For Grant of Compensation in respect of the injuries sustained by injured Sh. Ruben Gani) :

MACT No. 326/23 Santosh Ribero & Ors. Vs. Parmod & Ors. Page No. Digitally 8/40 signed MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ by PANKAJ SHARMA SHARMA Date: 2024.08.12 14:23:43 +0530

7. Vide order dated 09/01/2020, the following issues were framed by the Ld. Predecessor of this Tribunal :-

1. Whether the petitioner Ruben Gani suffered injuries in an accident that took place on 29.01.2023 at about 09.30-09.45 AM involving vehicle bearing registration No.HR69C-7537 driven by the Respondent No. 1 rashly and negligently, owned by the Respondent No. 2 and insured with the Respondent No. 3? OPP.

2. Whether the petitioner is entitled for compensation? If so, to what amount and from whom?

3. Relief.

From the perusal of record reveals that Issue No. 1 has inadvertently been framed wrongly and same stands rectified as follows:-

1. Whether the petitioner Ruben Gani suffered injuries in an accident that took place on 29.01.2023 at about 09.30-09.45 AM involving vehicle bearing registration No.HR69C-7537 owned by the Respondent No. 1, driven by the Respondent No. 2 rashly and negligently, and insured with the Respondent No. 3? OPP.

EVIDENCE in case No. 326/23 (For Grant of Compensation in respect of the death of deceased Sh. Ribero Gani) :

8. In support of their contentions, the petitioners examined Petitioner No. 2 Sh. Ruben Gani, son of the deceased, as PW-1. PW-1 deposed, vide his affidavit Ex. PW1/A, that the deceased who is his father, lost his life on 29.01.2023 due to the motor vehicular accident dated 29.01.2023 as mentioned in para no. 1 of this award. He further stated that MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. Digitally signed by PANKAJ PANKAJ SHARMA SHARMA Date: 2024.08.12

14:23:48 +0530 at the relevant time, the deceased was aged about 49 years and was a Supervisor and was earning Rs.48,000/- per month. He further deposed that the deceased is survived by his wife and son (PW-1). He has relied upon following documents in support of her claim :-

"Ex. PW1/1 (OSR) is true copies of Aadhar Cards of petitioners and deceased;

Ex.PW1/2 is the true copy of death certainly of late Ribero Gani;

Ex.PW1/3 (OSR) is the true copy of FIR dated 29/01/2023;

Ex.PW1/4 is the true copy of Post Mortem Reports of Late Ribero Gani;

Ex.PW1/5 & Ex. PW1/6 (OSR) is the true copy of Burial Expenses of Late Ribero Gani;

Ex.PW1/7 is the true copy of Insurance Policy of the offending vehicle;

Ex.PW1/8 is the true copy of owner's details of offending vehicle downloaded from site of the concerned Registering Authority;

ex. PW1/9 (OS) is the true copy of PAN Card, Driving License of Late Ribero Gani and registration certainly of motorcycle;

Ex. PW1/10 (OSR) is the true copy of Secondary School Certificate of Late Ribero Gani;

MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. Digitally signed by PANKAJ PANKAJ SHARMA SHARMA Date: 2024.08.12 14:23:53 +0530 Ex. PW1/11 is the true copy of Annual Review of job Performance/ salary increment letters of late Roibero Gani;

Ex. PW1/12 and Ex.PW1/13 is the certified copy of bank statements of late Ribero Gani." 8.1 He was cross-examined by the Ld. Counsel for R-3/ Insurance Company. In his cross-examination, he deposed that his father was working as Warehouse Supervisor in a Warehouse at Burari which belongs to Mr. Gulshan Kukreja. He denied the suggestion that total cashless amount was given to him.

8.2 Petitioner's evidence was then closed.

EVIDENCE in case No. 328/23 (For Grant of Compensation in respect of the injuries sustained by injured Sh. Ruben Gani) :

9. Injured examined himself as PW-1 and deposed, vide his affidavit Ex. PW1/A, in line with the facts mentioned in Para No. 1 of this award with respect to the

circumstances surrounding the occurrence of accident. He further deposed that the deceased Ruben Gani died while while he ( PW-1) sustained grievous injuries all over of his body. He also placed on record the following documents :-

"Ex. PW1/1 (OSR) is true copies of Aadhar Card of PAN Card of petitioner;

Ex.PW1/2 (OSR) (Colly) is the true copy of MLC dated 29/01/2023 prepared by Civil Hospital, Bahadurgarh, Jhajjar.;

Ex.PW1/3(OSR) (Colly) is the true copy of FIR dated MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ by SHARMA SHARMA Date: 2024.08.12 14:23:59 +0530 29/01/2023;

Ex.PW1/4 (Colly) is the true copy of medical reports of PW-1;

Ex.PW1/5 (OSR) (Colly) is true copy of Medical Bills;

Ex.PW1/6 (OSR) (Colly) is the true copy of Medical Prescriptions of Deep Chand Bandhu Hospital, Ashok Vihar, New Delhi;

Ex.PW1/7 is the true copy of owner's details of offending vehicle downloaded from site of the concerned Registering Authority;

Ex.PW1/8 (Colly) is the true copy of Insurance Policy of the offending vehicle;

Ex.PW1/8 is the true copy of owner's details of offending vehicle downloaded from site of the concerned Registering Authority;

Ex.PW1/9 (OSR) is the true copy of salary slips of PW- 1;

Ex.PW1/10 (OSR) is the certified copy of Bank Statements of PW-1;

Ex.PW1/11 (OSR) (Colly) is the true copy of Education Certificates of the PW-1;

Ex. PW1/12 is the photographs of offending vehicle;

Ex.PW1/13 is the photographs of the PW-1 providing private local nursing services" MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. by PANKAJ PANKAJ SHARMA Date:

SHARMA 2024.08.12 14:24:04 +0530 9.1 He was cross-examined by the Ld. Counsel for R-3/ Insurance Company. In his cross-examination, he deposed that his father was working as Warehouse Supervisor in a Warehouse at Burari which belongs to Mr. Gulshan Kukreja. He denied the suggestion that total cashless amount was given to



him.

9.2 Petitioner further examined one Dr. Sanjay Yadav, Incharge Disability Board, Aruna Asaf Ali Hospital, Civil Lines, Delhi-110054. He proved the disability certificate bearing No. 1946 dated 12.04.2024 which bears his signatures at point A. He further deposed that as per the disability certificate the petitioner Ruben Gani found to suffer 28% disability in relation to left upper limb and right lower limb. He was cross examined by Ld. Counsel for R-3/ Insurance Company. In his cross-examination he deposed that as per disability certificate, the disability is permanent in nature and not likely to improve. He further deposed that without stick or support Mr. Ruben Gani cannot move.

9.3 PE was then closed.

9.4 Respondents did not lead any evidence in their defence.

#### CONSOLIDATION OF CASES & RESPONDENT'S EVIDENCE

10. Both the above matters were consolidated vide order dated 08.07.2024 and the matter for Grant of Compensation in respect of the fatal injuries sustained by deceased Sh. Ribero Gani i.e. MACT No.326/23 was treated as a "lead case." FINDINGS

11. Oral submissions were advanced by Ld. Counsel for the parties.

MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ PANKAJ SHARMA SHARMA 14:24:08 +0530 Date: 2024.08.12

12. I have perused the record and my issue wise findings are as under:-

ISSUE NO. 1 in case No. 326/23 (For Grant of Compensation in respect of the death of deceased Sh. Ribero Gani) "Whether the deceased Ribero Gani suffered fatal injuries in an accident that took place on 29.01.2023 at about 09.30 - 09.45 AM involving vehicle bearing registration No.HR69C-7537 owned by the Respondent No. 1, driven by the Respondent No. 2 rashly and negligently, and insured with the Respondent No. 3?

OPP." ISSUE NO. 1 in case No. 328/23 (For Grant of Compensation in respect of the injuries sustained by injured Sh. Ruben Gani):

"Whether the petitioner Ruben Gani suffered injuries in an accident that took place on 29.01.2023 at about 09.30-09.45 AM involving vehicle bearing registration No.HR69C-7537 owned by the Respondent rashly and negligently, and insured with the Respondent No. 3? OPP."

13. At the very outset, it may be noted that the procedure followed for proceedings conducted by an accident tribunal is similar to that followed by a civil court and in civil matters the facts are required to be established by preponderance of probabilities only and not by strict rules of evidence or beyond reasonable doubts, as are required in a criminal prosecution. The burden of proof in a civil case is never as heavy as in a criminal case, but in a claim petition under the M.V. Act, this burden is infact even lesser than that in a civil case. Reference in this regard can be PANKAJ MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. SHARMA PANKAJ SHARMA Date: 2024.08.12 14:24:14 +0530 made to the prepositions of law laid down by the Hon'ble Supreme Court in the case of Bimla Devi and others Vs. Himachal Road Transport Corporation and others, reported in (2009) 13 SC 530, which were reiterated in the subsequent judgment in the case of Parmeshwari Vs. Amir Chand and others 2011 (1) SCR 1096(Civil Appeal No.1082 of 2011) and also recently in another case Mangla Ram Vs. Oriental Insurance Co. Ltd. & Ors., 2018 Law Suit (SC) 303 etc.

14. In order to prove the present issue, the injured herein was examined as PW-1 who is also an eye witness in the connected case bearing MACT No. 326/23. The injured has clearly and categorically deposed that at the relevant date, time and place the deceased late Ribero Gani and he were going to PGMIS, Rohtak, Haryana on their Motorcycle bearing registration no.DL-8SAW-6480 and they were going to attend the counselling of B.Sc. Nursing Course of the Petitioner No. 2 in MACT No. 326/23 as he was working as Nurse with Max Hospital, Lajpat Nagar, New Delhi and wanted to join B.Sc. It is further stated that the motorcycle was being driven by his father late Ribero Gani while he, the petitioner No. 2 was sitting on the rear seat. It is further stated that when their motorcycle reached near CNG Pump situated at Kasar bypass, Bahadurgarh at around 09.30-09.45 AM just few kilometers towards Rohtak from Bahadurgarh, they saw the Car bearing registration no. HR-69C-7537 (hereinafter referred to as "offending vehicle") coming from Rohtak side at a very high speed which first collided with the road divider and thereafter directly hit their aforesaid motorcycle from the wrong/ opposite side. It is further stated that both the riders/ passengers of the motorcycle were thrown away due to MACT No. 328/23 Ruben Gani Vs. Parmod & Ors.

PANKAJ SHARMA by PANKAJ SHARMA 14:24:19 Date: 2024.08.12 +0530 the head-on collision with the offending vehicle, causing grievous injuries to him and his father Late Riberio Ghani. It is further stated that both the riders of the aforesaid motorcycle were immediately taken to Civil Hospital, Bahadurgarh with the help of passer-by where during treatment his father Mr. Ribero Gani succumbed to fatal injuries received by him in the aforesaid road accident. He was cross-examined by Ld. Counsel for r- 3/ Insurance Company. Nothing favourable came to the respondents by cross-examination of this witness. In totality, it could be safely observed here that PW-1 has withstood the test of cross examination as he has not betrayed any signs of falsity or inconsistency and therefore, his testimony is worth acting upon.

15. The very fact that R-1 has already been chargesheeted for the offences punishable under Sections 279/333/304A IPC in the above criminal case/FIR in itself is a strong circumstance to support the above oral testimony of PW1 and the case of petitioner on this issue. The copies of FIR, Chargesheet, Site plan, Mechanical inspection report of offending vehicle, medical papers, Seizure Memos and Arrest Memo of R-2 also corroborate the testimony of PW1.

16. Besides the above, R-2 himself was the best witness who could have stepped into the witness box to challenge the deposition being made by injured regarding the above accident and its manner etc., but he has not done so. Therefore, an adverse inference on this aspect is also required to be drawn against the respondents in view of the law laid down in case of Cholamandalam M.S. General Insurance Company Ltd. Vs. Kamlesh, reported in 2009 (3) AD (Delhi) 310.

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17. In view of the above, it could be safely assumed that at the relevant time the offending vehicle hit the deceased and injured due to his rash, careless and negligent driving at the relevant time.

18. In the absence of any averment or evidence regarding any mechanical defect in the offending vehicle or any material depicting any negligent/sudden act or omission on the part of the deceased or injured persons, the only inference possible in the given facts and circumstances is that of neglect and default on the part of R-2 at the relevant time.

19. In view of the Postmortem Report/ medical records placed on the judicial files by the respective petitioner/s, no dispute is left regarding the death of the deceased Sh. Ribero Gani and the nature of injuries sustained by the injured Ruben Gani in the above accident.

20. In view of the above discussion, this Tribunal holds that the deceased died and the injured suffered grievous injuries on his person on account of neglect and default of R-2 while driving the Car at the relevant time. Both these issues are thus decided against the respondents and in favour of the petitioners in both the cases.

ISSUE NO. 2 ( IN BOTH THE MATTERS ) "Whether the petitioner/ petitioners are entitled for compensation? If so, to what amount and from whom?

21. As this Tribunal has already held that R1 was responsible for MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ PANKAJ SHARMA SHARMA Date: 2024.08.12 14:24:31 +0530 the fatal injuries sustained by the deceased and for the grievous injuries sustained by the injured, therefore, the petitioners in both the cases are entitled to be compensated justly. Computation of the compensation shall be decided separately for both the sets of petitioners in the following paragraphs :-

COMPENSATION IN CASE No. 326/23 ( For Grant of Compensation in respect of the death of deceased Sh. Ribero Gani) :

22. The compensation to which the petitioners are entitled shall be under the following heads:-

(i) LOSS OF DEPENDENCY

23. In this regard, the petitioners have examined Petitioner No. 1 as PW1 who was the son of deceased. PW-1 deposed that at the relevant time, the deceased was 49 years old and was a Supervisor besides doing Computer Hardware Repair Work and was earning a sum of Rs. 48,000/- per month i.e. Rs.24,900/- his last salary drawn for his work as Supervisor as Rs. 22,000/- to Rs.23,000/- per month from Computer Hardware Repair Work respectively. On behalf of petitioners it was contended that apart from the regular job of Supervisor the deceased was also doing part time work of Computer Hardware Repair Work. It was submitted that there were regular UPIs Entries in his account regarding his part time work of Computer Hardware Repair Work. However, said contention was opposed on behalf of R-3/ Insurance Company submitting that petitioners have not filed any proof regarding part time work of Computer Hardware Repair Work and also proof of letter purportedly issued by his employer.

PANKAJ MACT No. 328/23 Ruben Gani Vs. Parmod & Ors.

SHARMA Date: 2024.08.12 14:24:49 +0530 After having perused the documents as well as evidence filed on record, the income of the deceased has been duly proved and there is no doubt regarding the same and also several UPIs entries in his account would substantiate the claim of the petitioners of extra earnings through Computer Hardware Repair Work. Since, the monthly income from the Compute Hardware Repair Work of the deceased is varying, therefore a monthly average income of Rs. 10,000/- is considered as income of the deceased for Computer Hardware Repair Work also. In the facts and circumstances, the total income of the deceased is considered to be Rs.34,900/-(Rs.24,900/- + Rs. 10,000/-) for the purpose of computation of compensation.

24. Petitioners have claimed that the deceased was aged about 49 years at the time of his death. They have placed on record the copy of Aadhar Card of deceased, which is Ex PW1/7, as per which the date of birth of deceased is 02/02/1972. The date of accident is 29/01/2023. Going by the said records, the age of deceased would be around 50 years as on the date of accident. Hence, in view of the law laid down by the Hon'ble Supreme Court in case of Sarla Verma & Ors. Vs. Delhi Transport Corporation & Anr., (2009) 6 SCC 121, which has also been upheld by the Constitutional Bench of the Hon'ble Supreme Court in the case of National Insurance Company Ltd. Vs. Pranay Sethi & Ors. SLP (Civil) No. 25590 of 2014, decided on 31.10.2017, the multiplier of '13' is held applicable for calculating the loss of dependency caused to the petitioners on account of death of the deceased.

25. Coming to the dependency of deceased at the time of accident, it is observed that the deceased was survived by his wife and son.

PANKAJ PANKAJ SHARMA MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. SHARMA Date: 2024.08.12 14:24:54 +0530 However, Petitioner No. 1 is only considered to be dependent upon the deceased.

26. Irrespective of this, one half of the earnings of deceased shall be deducted towards his personal and living expenses in view of the law already discussed above. Further, since this Tribunal has assumed that the age of deceased was 50 years at the time of accident., in view of the law laid down in the case of Pranay Sethi & Ors. (Supra), the petitioner is also held entitled to an addition of 30%

of the above amount of his earnings towards future prospects.

27. Thus, the loss of dependency qua the deceased in the present case comes to Rs.35,38,860/- (Rs.34,900/- X 130/100 X 1/2 X 12 X 13). This amount is awarded to the petitioners under this head.

(ii) COMPENSATION UNDER NON-PECUNIARY HEADS

28. In terms of propositions laid down by the Hon'ble Supreme Court in the case of Rajwati @ Rajjo & Ors. Vs. United India Insurance Co. Ltd., Civil Appeal No. 8179/2022 decided on 09/12/2022, the petitioners are also held entitled to amounts of Rs. 20,000/- each under the heads of loss of estate and funeral expenses. Further, in view of subsequent judgments of the Hon'ble Supreme Court in the case of United India Insurance Company Ltd Vs Satinder Kaur & Ors MANU/HC/0500/2020 and The New India Assurance Company Ltd & Ors Vs Somwati & Ors MANU/HC/0674/2020, the petitioners are also entitled to compensation under the head "loss of consortium": -

PANKAJ by PANKAJ MACT No. 328/23 Ruben Gani Vs. Parmod & Ors.  
SHARMASHARMA Date: 2024.08.12 14:24:59 +0530 Spausal Consortium : Rs.  
44,000/-

Parental Consortium : Rs. 44,000/-

29. Hence, the petitioners are awarded a total sum of Rs. 1,28,000/- (Rs.20,000/- + 20,000/- + Rs. 88,000/-) under this head.

COMPENSATION IN CASE NO. 328/23 (For Grant of Compensation in respect of the injuries sustained by injured Sh.

Ruben Gani):

30. In terms of provisions contained in Section 168 of the MV Act the compensation which is to be awarded by this tribunal is required to be 'just'. In the injury cases a claimant is entitled to two different kinds of compensations i.e. pecuniary as well as non-pecuniary damages. The pecuniary damages or special damages are those damages which are awarded and designed to make good the losses which are capable of being calculated in terms of money and the object of awarding these damages is to indemnify the claimant for the expenses which he had already incurred or is likely to incur in respect of the injuries suffered by him in the accident. The non-pecuniary or general damages are those damages which are incapable of being assessed by arithmetical calculations. The pecuniary or special damages generally include the expenses incurred by the claimant towards his treatment, special diet, conveyance, cost of nursing/ attendant, loss of income/earning capacity etc. and the non-pecuniary damages generally include the compensation for the mental or physical shock, pain and sufferings, loss of amenities of life, marriage prospects and disfiguration etc. The above categories falling under both the heads of compensation

are not exhaustive in nature but only illustrative. It is also necessary to state here that no amount of money or compensation can put MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. Digitally signed by PANKAJ PANKAJ SHARMA SHARMA Date: 2024.08.12 14:25:04 +0530 the injured/claimant exactly in the same position or place where he was before the accident and an effort is to be made only to reasonably compensate him or to put him almost in the same place or position where he could have been if the alleged accident had not taken place and this compensation is to be assessed in a fair, reasonable and equitable manner.

The object of compensating him is also not to reward him or to make him rich in an unjust manner. It is also well settled that the 'just' compensation to be awarded to the claimant has to be calculated objectively and it may involve some guess work in calculating the different amounts which the claimant may be entitled under the different heads of compensation. Reference in this regard can be made on some of important judgments on the subject like the judgment in the case of R.D. Hattangadi Vs. Pest Control (India) Pvt. Ltd., AIR 1995 SC 755, Arvind Kumar Mishra Vs. New India Assurance Company Limited, (2010) 10 SCC 254 and Raj Kumar Vs. Ajay Kumar & Anr., (2011) 1 SCC 343.

31. In light of the above legal propositions, the amount of compensation which could be considered to be 'just' in the opinion of this tribunal shall be as under:-

(i) Medical or Treatment Expenses

32. The petitioner has placed on judicial file the medical treatment records and bills as Ex. PW1/4, Ex. PW1/5 and Ex. PW1/6. As per the said documents, petitioner has incurred expenses to the tune of Rs.1,44,120/- However, out of this a sum of Rs. 75,682/- was paid by Mediclaim and as such same stands deducted. In the absence of any contest to the said documents (placed on record by the injured), the MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. Digitally signed by PANKAJ PANKAJ SHARMA SHARMA Date:

2024.08.12 14:25:11 +0530 petitioner is held entitled to an amount of Rs. 68,438/- (Rs.144,120 Less 75,682/-) under this head.

(ii) Pain and Suffering

33. As per medical documents, the petitioner has suffered grievous injuries and also sustained 28% permanent physical impairment in relation to his left upper limb and right lower limb. As per disability certificate no. 1946 dated 12.04.2024 issued by Aruna Asaf Ali Hospital, Delhi, petitioner is a case of " FUC of injury Lt elbow with Rt shaft femur #" and was found to have sustained 28% permanent physical impairment in relation to Left Upper Limb and Right Lower limb. The aforementioned certificate was issued in terms of the directions of this Tribunal vide order dated 24.02.2024. Accordingly, the aforementioned disability certificate could be read in evidence in terms of the observations made by the Hon'ble Supreme Court of India in Bajaj Allianz General Insurance Company Ltd. Vs Union of India in Writ Petition (s) (Civil ) No (s). 534/2020 date of

order 16/11/2021. It is not possible to quantify the compensation admissible to petitioner for the shock, pain and sufferings etc. which he actually suffered because of the above injuries, but as stated above, an effort has to be made to compensate him for the same in a just and reasonable manner. Hence, keeping in view the extent and nature of the injuries suffered by petitioner and duration of the treatment taken by him etc., an amount of Rs.50,000/- is being awarded to him towards pain and sufferings during the said period of his treatment and immobility. Thus, he is awarded a total amount of Rs. 50,000/- under this head.

PANKAJ PANKAJ SHARMA MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. SHARMA Date: 2024.08.12 14:25:18 +0530

(iii) Loss of actual earnings

33. In his affidavit Ex. PW<sub>1</sub>/A, the petitioner claims that he was a Nurse and was earning Rs.46,000/- per month i.e. Rs. 26,000/- from regular salary and Rs.20,000/- from private local nursing service. The discharge summaries placed on record by petitioner reflect that the petitioner sustained a grievous injuries which resulted into 28% permanent physical impairment with to left upper limb and right lower limb. The above documents are sufficient to uphold the claim of the petitioner to the effect that he was unable to resume his work since the date of accident. On behalf of injured it was contended that apart from the regular job of Nurse he was also doing part time private local nursing service. It was submitted that there were UPIs Entries in his account regarding his part time work of private nursing service. However, said contention was opposed on behalf of R-3/ Insurance Company submitting that injured has not filed any proof regarding part time work of private local nursing service. After having perused the documents as well as evidence filed on record, the income of the injured has been duly proved and there is no doubt regarding the same and also regarding the extra service/ work done by him after his job for which he was getting paid. Therefore in these circumstances, the income of the injured is not limited to his monthly salary but same should be considered alongwith his part time work earnings. Accordingly, a monthly average income of Rs. 10,000/- is considered as income of the injured from the private nursing service. In the facts and circumstances, the total income of the injured is considered to be Rs.36,000/- ( Rs.26,000/- ( as per offer letter) + Rs. 10,000/-) for the purpose of computation of compensation. In view of PANKAJ by PANKAJ MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. SHARMA SHARMA Date: 2024.08.12 14:25:24 +0530 the nature of the injuries sustained by the petitioner, it could be safely assumed that the injured has become unfit for work for rest of his life after the accident and he could not have worked for about 03 months due to the injuries. As such, the injured is held entitled to a sum of Rs.1,08,000/- (Rs.36,000/- X 3). The said sum is awarded to the injured under this head.

(iv) Loss of future earnings due to disability

34. Injured Ruben Goni has claimed in his affidavit Ex. PW<sub>1</sub>/A that he has become permanently disabled after the accident and could not perform his work by resuming his duties. Admittedly, petitioner has suffered 28% permanent physical impairment with respect to left upper limb and right lower limb. As per the facts, the injured was working as a Nurse and a nurse is required to be

completely physically fit so as to cater the needs of the patients. The injuries of the petitioner are with respect to left upper limb and right lower limb resulting into permanent physical impairment to the extent of 28% which would certainly impede his working capacity as well as his future prospects. Therefore, considering the same, it would be appropriate to hold that the functional disability of petitioner be assessed at 28%. This Tribunal has already assumed the monthly income of petitioner to be Rs.36,000/- at the relevant time. As far as the age of petitioner at the time of accident is concerned, we may look into the photocopies of petitioner's educational qualifications certificates which is Ex. PW1/2 (Colly), as per the said document, the date of petitioner is 14.10.1999. Going by the same, the age of petitioner as on the date of accident i.e. 29.01.2023. was around 23 years. Therefore, in view of the law laid down by the Hon'ble Supreme Court in case of Sarla MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ PANKAJ SHARMA SHARMA 14:25:28 +0530 Date: 2024.08.12 Verma & Ors. Vs. Delhi Transport Corporation & Anr., (2009) 6 SCC 121, which has also been upheld by the Constitution Bench of the Hon'ble Supreme Court in a recent judgment dated 31.10.2017 given in the case of National Insurance Company Ltd. vs. Pranay Sethi & Ors. SLP (Civil) No. 25590 of 2014, the multiplier of '18' is held applicable for calculating the loss of future earnings of petitioner arising out of his above disability. Thus, the loss of future earnings of petitioner due to his above injury and permanent locomotor disability comes to Rs.32,65,920/- (Rs.36,000/- X 150/100 X 28/100 X 12 X 18) and the same is awarded to him as compensation under this head.

(v) Conveyance, Attendant Charges and Special Diet

35. In view of the nature of injuries sustained by the petitioner, the extent of permanent physical disability and the extended period of medical treatment, the petitioner is granted a sum of Rs. 35,000/- each under these heads.

(vi) Loss of amenities of life and disfigurement

36. In view of the nature of injuries sustained by the petitioner, the extent of permanent physical disability and the extended period of medical treatment, the petitioner is granted a sum of Rs. 35,000/- each under these heads.

MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ SHARMA Date: 2024.08.12 ISSUE NO.3 / RELIEF

37. The petitioners (IN CASE NO. 326/23 (For Grant of Compensation in respect of the death of deceased Sh. Ribero Gani ) are thus awarded a sum of Rs.36,66,860/- (Rupees Thirty Six Lakhs Sixty Six Thousand Eight Hundred Sixty Only)(Rs.35,38,860 + Rs.1,28, 000/-) along with interest @ 8% per annum from the date of filing of petition i.e.19.04.2023. Since no interim compensation has been awarded, therefore no deduction is applicable.

38. The injured (IN CASE NO. 328/23 (For Grant of Compensation in respect of the injuries sustained by injured Sh Ruben Gani) is thus awarded a sum of Rs.36,67,358/- (Rupees Thirty Six Lakhs Sixty Seven Thousand Three Hundred Fifty Eight Only) (Rs.68,438/- + Rs. 50,000/- + Rs.



1,08,000/- + Rs.32,65,920/- + Rs. 35,000/- + Rs. 35,000/- + Rs.35,000/- + Rs. 35,000/- + Rs.35,000/-) along with interest @ 8% per annum from the date of filing of petition i.e. 19.04.2023. Since no interim compensation has been awarded, therefore no deduction is applicable.

RELEASE IN CASE NO. 326/23 (For Grant of Compensation in respect of the death of deceased Sh. Ribero Gani):

39. On 20/07/2024 joint statement of Petitioners No.1 & 2 qua financial needs and requirements was recorded in terms of Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial no. 32 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A)]. As per their statements, their household expenditure is Rs.

MACT No. 328/23 Ruben Gani Vs. Parmod & Ors.

PANKAJ by PANKAJ SHARMA SHARMA Date: 2024.08.12 14:25:38 +0530 65,000/- per month & Rs. 40,000/- per month respectively. Photocopies of the passbooks of the bank accounts of petitioners maintained with SBI, Branch Pratap Nagar Delhi were also placed on record at that time. Photocopies of Aadhar Cards and PAN Cards were also placed on record by the petitioners, apart from two coloured photographs of the petitioners.

39.1 Out of the awarded amount, Petitioner No. 1 is awarded a sum of Rs.36,00,000/-(Rupees Thirty Six Lakhs Only) and the said amount is directed to be kept with State Bank of India, Branch Tis Hazari Courts, New Delhi in MACAD in the form of 180 monthly fixed deposit receipts (FDRs) payable in equal amounts for a period of 1 to 180 months in succession, as per the scheme formulated by Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial no. 35, 36 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A)]. The amount of FDRs on maturity would be released in the saving/MACT Claims SB Account of Petitioner No. 1 bearing No. 42769143884 IFSC Code - SBIN0006103 ( PAN No.CGIPR3059N) maintained with SBI, Branch Pratap Nagar, Delhi on monthly basis. The remaining amount of Rs. 4,09,299/- (Rupees Four Lakhs Nine Thousand Two Hundred Ninety Nine Only) is also directed to be released into their above said accounts, which can be withdrawn and utilized by the Petitioner no. 1.

39.2 The Petitioner No. 2 is awarded a sum of Rs. 48,693/- ( Rupees Forty Eight Thousand Six Hundred Ninety Three Only ). The entire awarded amount be released in the saving account of in the saving/MACT Claims SB Account of Petitioner No. 2 bearing No. 42769035970 IFSC Code - SBIN0006103 ( PAN No. CKSPG7967G) MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ by SHARMA SHARMA Date: 2024.08.12 14:25:45 +0530 maintained with SBI, Branch Pratap Nagar, Delhi which can be withdrawn and utilized by the Petitioner no. 2.

RELEASE IN CASE NO. 328/23 (For Grant of Compensation in respect of the injuries sustained by injured Sh. Ruben Gani):

40. On 20/07/2024 statement of injured Ruben Gani qua financial needs and requirements was recorded in terms of Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial no. 32 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A)]. As per his statement, his household expenditure is Rs. 40,000/- per month. Photocopy of the passbook of the bank account of the petitioner maintained with SBI, Branch : Pratap Nagar, Delhi was also placed on record at that time. Photocopies of Aadhar Card and PAN Card were also placed on record by the injured, apart from two coloured photographs of the injured.

40.1 Out of the awarded amount, Injured Ruben Gani is awarded a sum of Rs.36,00,000/- (Rupees Thirty Six Lakhs Only) and the said amount is directed to be kept with State Bank of India, Branch Tis Hazari Courts, New Delhi in MACAD in the form of 180 monthly fixed deposit receipts (FDRs) payable in equal amounts for a period of 1 to 180 months in succession, as per the scheme formulated by Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial no. 35, 36 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A)]. The amount of FDRs on maturity would be released in his savings/MACT Claims SB Account bearing No. 42769035970 IFSC Code MACT No. 326/23 Santosh Ribero & Ors. Vs. Parmod & Ors. Page No. Digitally 29/40 signed MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ by PANKAJ SHARMA SHARMA Date: 2024.08.12 14:25:51 +0530

- SBIN0006103 ( PAN No. CKSPG7967G), maintained with SBI, Branch

- Pratap Nagar, Delhi on monthly basis. The remaining amount of Rs.4,58,543/-(Rupees Four Lakhs Fifty Eight Thousand Five Hundred Forty Three Only) is also directed to be released into his above said account, which can be withdrawn and utilized by the injured Ruben Gani.

## LIABILITY

41. As already stated above, R-2 being the driver and principal tortfeasor and R-1 being owner of the offending vehicle, and also being vicariously liable for the acts of R-2, are jointly and severally liable to pay the awarded amount of compensation to petitioner. However, since the offending vehicle was insured with R-3 at the time of accident, therefore, R-3/ Insurance Company is liable to indemnify R-1 in respect of above liability. As such R-3 is directed to deposit the above award amount within 30 days from the date of this Award by way of NEFT or RTGS mode in the account of this Tribunal maintained with SBI, Tis Hazari Courts, Delhi (account holder's name-Motor Accident Claims Tribunal 02 Central, A/C No. 40743576901, IFSC Code SBIN0000726) under intimation to the petitioners and this Tribunal in terms of the format for remittance of compensation as provided in Divisional Manager Vs. Rajesh, 2016 SCC Online Mad. 1913 (and reiterated by Hon'ble Supreme Court in the orders dated 16.03.2021 and 16.11.2021 titled as Bajaj Allianz General Insurance Co. Pvt. Ltd. Vs. Union of India & Ors) along with interest @ 8% per annum till the deposit of the compensation as awarded, failing which it shall be liable to pay interest at the rate of 12% per annum for the period of delay.

42. A digital copy of this award be forwarded to the parties MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ Digitally signed by PANKAJ SHARMA SHARMA Date: 2024.08.12

14:25:59 +0530 free of cost. Ahlmad is directed to send the copy of the award to Ld. Metropolitan Magistrate 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 Rule 150A)]. Further Nazir is directed to maintain the record in Form XVIII in view of Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial no. 41 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A)].

43. Ahlmad is 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. on 16.03.2021. Ahlmad shall also e- mail an authenticated copy of the award to Branch Manager, SBI, Tis Hazari Courts for information.

44. Ahlmad is further directed to comply with the directions passed by the Hon'ble High Court of Delhi in MAC APP No. 10/2021 titled as New India Assurance Company Ltd. Vs. Sangeeta Vaid & Ors., date of decision : 06.01.2021 regarding digitisation of the records.

File be consigned to Record Room.

A separate file be prepared for compliance report and put up the same on 12.09.2024. PANKAJ Digitally signed by PANKAJ SHARMA SHARMA Date: 2024.08.12 14:26:04 +0530 Announced in the open court (DR. PANKAJ SHARMA On this 12.08.2024 Judge, MACT-02 (CENTRAL) Delhi/12/08/2024 MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ SHARMA Date: 2024.08.12 FORM - XV, Central Motor Vehicles (fifth Amendment) Rules, 2022 (Pl. see Rule 150A) SUMMARY OF COMPUTATION OF AWARD AMOUNT IN DEATH CASES

1. Date of accident. : 29.01.2023
2. Name of the deceased : Sh. Ribero Gani
3. Age of the deceased : 50 years
4. Occupation of the deceased : Supervisor
5. Income of the deceased : Assessed on the basis of letter of increment & UPIs entries
6. Name, age and relationship of legal representative of deceased:-

S. No.	Name	Age	Relation
(1)	Santosh Ribero	51 Years	Wife of the deceased
(2)	Ruben Gani	24 years	Son of the deceased

MACT No. 328/23 Ruben Gani

Vs. Parmod & Ors.

by PANKAJ

PANKAJ SHARMA

SHARMA Date:

2024.08.12

14:26:20 +0530

Computation of Compensation

Sr. No.	Heads	Awarded by the Claims Tribunal
7.	Income of the deceased(A)	Rs. 34,900/- per month
8.	Add-Future Prospects 30% (B)	
9.	Less-Personal expenses of the deceased(C)	One half deduction has been done
10.	Monthly loss of dependency[(A+B) - C=D]	Rs.22,685/-
11.	Annual loss of dependency (Dx12)	Rs.2,72,220/-
12.	Multiplier(E)	'13'

MACT No. 328/23 Ruben Gani

Vs. Parmod & Ors.

Digitally

signed by

PANKAJ

PANKAJ

SHARMA

SHARMA Date:  
2024.08.12  
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13. Total loss of dependency  
(Dx12xE= F) Rs.35,38,860/-

14. Medical Expenses(G) NIL

15. Compensation for loss Rs.88,000/- ( Rs. 44,000X2) of consortium(H)

16. Compensation for loss NIL of love and affection (I)

17. Compensation for loss Rs. 20,000/-

of estate(J)

18. Compensation Rs. 20,000/-

towards funeral expenses(K)

19.

TOTAL  
COMPENSATION Rs.36,66,860/-

(F+G+H+I+J+K=L)

20.

RATE OF 8%

MACT No. 328/23 Ruben Gani

Vs. Parmod & Ors. PANKAJ Digitally signed by  
PANKAJ SHARMA

SHARMA Date: 2024.08.12  
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INTEREST  
AWARDED

21.

Interest amount up to Rs.3,91,132/-(rounded off) the date of award(M)

22.

Total amount Rs.40,57,992/-  
including interest(L +  
M)

23.

Award amount P-1 : Rs.4,09,299/-  
released

P-2 : Rs.48,693/-

24.

Award amount kept in As per award  
FDRs

25.

Mode of disbursement Mentioned in the award of the award amount to the petitioner (s) MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. Digitally signed by PANKAJ PANKAJ SHARMA SHARMA  
Date: 2024.08.12 14:26:38 +0530

26.

Next date for 12/09/2024  
compliance of the  
award

FORM - XVI, Central Motor Vehicles (fifth Amendment) Rules, 2022 (Pl. see Rule 150A)  
SUMMARY OF THE COMPUTATION OF AWARD AMOUNT IN INJURY CASE

1. Date of accident : 29.01.2023

2. Name of the injured : Sh.Ruben Gani

3. Age of the injured : 23 Years

4. Occupation of the injured : Nurse

5. Income of the injured : Assessed on the basis of offer letter & UPIs entries

6. Nature of injury : Grievous

7. Medical treatment taken : Different Hospitals

8. Period of Hospitalization : Different Periods

9. Whether any permanent disability ? If yes, give details : Yes MACT No. 328/23 Ruben Gani Vs. Parmod & Ors.

PANKAJ SHARMA SHARMA Date:

2024.08.12 14:26:44 +0530

10. Computation of Compensation S. No. Heads Awarded by the Tribunal

11. Pecuniary Loss

(i) Expenditure on treatment Rs.68,438/-

(ii) Expenditure on conveyance Rs. 35,000/-

(iii) Expenditure on special diet Rs. 35,000/-

(iv) Cost of nursing/attendant Rs.35,000/-

(v)	Cost of artificial limb	NIL
(vi)	Loss of earning capacity	NIL
(vii)	Loss of Income	Rs.1,08,000/-
(viii)	Any other loss which may require any special treatment or aid to the injured for the rest of his life	NIL

MACT No. 328/23 Ruben Gani

Vs. Parmod & Ors.

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PANKAJ PANKAJ SHARMA  
SHARMA Date: 2024.08.12  
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12. Non-Pecuniary Loss:

(i)	Compensation for mental and physical shock	NIL
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(ii)	Pain and suffering	Rs. 50,000/-
(iii)	Loss of amenities of life	Rs.35,000/-
(iv)	Disfiguration	Rs.35,000/-
(v)	Loss of marriage prospects	NIL
(vi)	Discomfort, Inconvenience and Loss of earnings to the Parents during the period of hospitalization	NIL

13. Disability resulting in loss of earning capacity:

(I) Percentage of disability 28% Left Upper Limb & assessed and nature of Right Lower Limb disability as permanent or temporary MACT No. 328/23 Ruben Gani Vs. Parmod & Ors.

by PANKAJ PANKAJ SHARMA SHARMA Date:

2024.08.12 14:26:58 +0530

(ii) Loss of amenities or loss of N.A expectation of life span on account of disability 28%

(iii) Percentage of loss of earning capacity in relation to disability

(iv) Loss of future income - Rs.32,65,920/-

(Income x % Earning Capacity x Multiplier)

14. TOTAL COMPENSATION Rs.36,67,358/-

15. INTEREST AWARDED 8% per annum

16. Interest amount up to the Rs.3,91,185/-(rounded date of award off)

17. Total amount including Rs.40,58,543/ -



interest

18. Award amount released Rs.4,58,543/-

19. Award amount kept in As per award FDRs MACT No. 328/23 Ruben Gani Vs. Parmod & Ors. PANKAJ SHARMA by PANKAJ SHARMA Date: 2024.08.12 14:27:04 +0530

20. Mode of disbursement of Mentioned in the award the award amount to the petitioners(s).

21. Next date for compliance 12/09/2024 of the award.

## CONCLUSION

1. As per award dated 12.08.2024.

2. A separate file was ordered to be prepared by the Nazir with directions to put up the same on 12.09.2024.

PANKAJ PANKAJ SHARMA SHARMA Date: 2024.08.12 14:27:09 +0530 (DR. PANKAJ SHARMA)  
PO MACT-02 (CENTRAL) DELHI/12.08.2024 MACT No. 326/23 Santosh Ribero & Ors. Vs.  
Parmod & Ors. Page No. 40/40 Digitally signed by MACT No. 328/23 Ruben Gani Vs. Parmod &  
Ors. PANKAJ SHARMA PANKAJ SHARMA Date: 2024.08.12 14:27:13 +0530