

**HIGH COURT OF MADHYA PRADESH: JABALPUR**

Endt. No. ...B/4444...../  
II-3-225/57

Jabalpur, dt.....<sup>3-9</sup>~~108~~/2018

The copy of Judgment passed by Hon'ble Supreme Court of India, Civil Appellate Jurisdiction(Civil Appeal No. 2476-2477 of 2019) arising out of SLP Nos. 31521-31522/2017 in the case of M.R. Krishnamurty Vs. the New India Assurance Company Ltd & others dated 05-03-2019 along with the copy of the latest MCTAP formulated by High Court of Delhi is forwarded to :-

1. Director, M.P. State Judicial Academy, Jabalpur
2. District & Sessions Judges.....(all in the State) with a request to bring the same into the knowledge of all the Judicial Officers working under their kind control.
3. Inspector General of Police, Police Headquarter, Jahagirabad Bhopal
4. Insurance Companies for information and implementation of the said scheme .

For information & appropriate action.

  
(B.P. SHARMA )

REGISTRAR(DE)

**REPORTABLE**

**IN THE SUPREME COURT OF INDIA**

**CIVIL APPELLATE JURISDICTION**

**CIVIL APPEAL NOS. 2476-2477 OF 2019**  
**(ARISING OUT OF SLP (C) NOS. 31521-31522 OF 2017)**

M.R. KRISHNA MURTHI

.....APPELLANT(S)

VERSUS

THE NEW INDIA ASSURANCE CO. LTD.  
& OTHERS

.....RESPONDENT(S)

**J U D G M E N T**

**A.K. SIKRI, J.**

Leave granted.

- 2) The appellant herein, who is a practicing advocate, had suffered in nasty accident at the young age of 18 years. He was a student at that time studying in Modern School, Delhi. It was 26<sup>th</sup> May, 1988. He was travelling along with his mother from Delhi to Mussoorie to celebrate his 18<sup>th</sup> birthday falling on 27<sup>th</sup> May, 1988. On Delhi-Dehradun highway the accident took place in which his entire left leg was crushed. He was rushed to the hospital and his hospitalization continued for over two months. He had to undergo surgery for which he was operated on 31<sup>st</sup> May, 1988. Though, the appellant was discharged from the hospital after two months, his treatment continued for over 6 years, during which period he had to undergo further operations. In all, three surgeries were

Validity unknown

Digitally signed by  
ASHWIN KUMAR  
Date: 2019.03.06  
17:51:35 +05'30

Reason:

performed. First, for putting plates and screws, another for removal of plates and screws wherein doctor discovered that he could not remove the plates and screws of femur bone. The result is that even today the said screws and plates in the femur bone remain planted. This exposes him to the risk of another fracture anytime. The third operation was for removal of a lump in the right leg which had developed after the accident and had grown over the years.

- 3) As per the appellant, the net result of the aforesaid accident of such severity is that he is suffering permanent disability (pain and difficulty in locomotion) even today. This disability is certified by the District Government Hospital, Muzaffarnagar at 40%, as per the disability certificate dated 10<sup>th</sup> December, 2005 (Exh. PW-4/103).
- 4) The appellant filed an application claiming compensation before Motor Accidents Claims Tribunal (MACT), Muzaffarnagar, U.P. as the accident took place in the area within the jurisdiction of the said MACT. However, on his application for transfer of the said claim petition, this Court passed orders dated 12<sup>th</sup> January, 1998 transferring the case to MACT, Patiala House, New Delhi. The MACT, after conclusion of the trial, rendered its award dated 23<sup>rd</sup> May, 2007 attributing negligence to the driver of the ambassador car which had hit the vehicle in which the appellant was travelling. As the accident occurred due to the negligence of the said driver (Respondent no. 4 in MACT case), and the offending vehicle was insured with Respondent no. 1, namely, New India

Assurance Company Limited, the liability was fastened on the Insurance Company, the driver of the vehicle as well as the owner of the vehicle who also arrayed as respondents. The MACT, thereafter, dealt with the issue of quantum of compensation and awarded a sum of Rs. 8,48,000/-, the breakup of which is as under:

"Pain and sufferings	Rs.50,000/-
Medicines	Rs.2,10,000/-
Special Diet	Rs.15,000/-
Conveyance	Rs.15,000/-
Compensation on account of loss of income adopting multiplier of 18 permanent disability attendant	Rs.4,08,000/-
loss of enjoyment	Rs.75,000/-
	Rs.25,000/-
Total	Rs.50,000/-
	Rs.8,48,000/-"

- 5) The MACT also awarded interest @7% for a period of 10 years, *inter alia*, taking note of the fact that the claim petition has been dismissed in default twice.
- 6) The appellant filed the appeal thereagainst before the High Court. However, when it was taken up for hearing, nobody appeared on behalf of the appellant. Going by the fact that on several consecutive dates the appellant was not represented and remained absent, instead of dismissing the appeal in default, the High Court decided the matter on merits after hearing the counsel for the Insurance Company and on perusing the record.
- 7) Main contention of the appellant in appeal was that MACT had failed to take into account the disability certificate which showed that the appellant had

suffered permanent disability to the extent of 40%. This submission is rejected by the High Court with the observations that the MACT had, in fact, calculated the loss of future income on the basis of inference that the claimant has suffered functional disability to the extent of 40% corresponding to affecting his earning capacity. The High Court also took note of the income tax returns which were filed by the appellant for the periods 2003-04, 2004-05, 2005-06. However, as per the High Court, these income tax returns were irrelevant and could not be taken into consideration as accident occurred way back in the year 1988 and, therefore, compensation had to be fixed with reference to the date of the accident when the claimant was a boy of 18 years only. Instead, only addition is made by the High Court, that too on some other count. It has noted that the appellant would require services of a driver till he attains age of 70 years, which is a normal expected lifespan. Though, no evidence was led in support of this claim, the High Court has awarded an additional lumpsum damages in the sum of Rs. 50,000/- on this account, given the nature of disability and physical disfigurement suffered by the appellant.

8) The appellant, thereafter, preferred a review petition under Order LXVII Rule 1 of the Code of Civil Procedure seeking review of the judgment dated 17<sup>th</sup> May, 2016 rendered by the High Court. It was pointed out that there was an error committed by the MACT as it had applied the multiplier of 17, whereas multiplier of 18 should have been adopted while calculating the compensation towards loss of income, going by the fact that the appellant was only 18 years

of age when he suffered the injuries. This plea has been accepted by the High Court thereby applying the multiplier of 18, instead of 17 which has resulted in enhancement of compensation by Rs.24000/- together with corresponding interest. Main judgment dated 17<sup>th</sup> May, 2016 as well as order dated 19<sup>th</sup> May, 2017 passed in review petition are the subject matters of the present appeals.

9) Mr. Arun Mohan, learned senior counsel appearing for the appellant has made two-fold submissions which are paraphrased in the following manner:

(i) In the first instance, it is submitted that the MACT as well as the High Court have erred in computing the future earning by fixing the income at the rate of Rs.5000/- only while assessing the loss of future earnings. No doubt, submitted the learned senior counsel, the appellant was only a student and, therefore, there was no real earning at that stage. Only future prospects can be taken into consideration, as per the law laid down by this Court in a series of judgments. However, submission of learned senior counsel was that while assessing the loss of future earning, the Court should have regard to the family background of the victim, the institution in which he is getting education, his potential to adopt the career he desired to choose, career prospects in view of attendant circumstances etc. In this hue, Mr. Arun Mohan submitted that the appellant belongs to a family of lawyers as both his parents were senior lawyers practicing in Supreme Court. Because of this family background, the appellant also wanted to join legal profession. Though, at the time of accident, he was studying in school, after school he intended to pursue his studies in law. He, in

fact, did law and has joined the legal profession, which fact was placed on record, as by the time the appellant became a lawyer the case before MACT was still pending. Further, having regard to affluent family background, the appellant at the time of accident was studying in prestigious Modern School, Barakhamba Road, New Delhi. All these circumstances clearly indicated that the appellant had a bright future and, therefore, his future earnings could not be considered without keeping in view the aforesaid factors. In such circumstances, loss of future earning prospects by treating the future earnings at the rate of Rs.5000/- only was abysmally low. He also submitted that though in the review petition filed before the High Court, specific ground to this effect was taken, it has not even been considered by the High Court.

(ii) Second submission of Mr. Arun Mohan was a passionate plea aimed at reforming the system at following levels:

- (a) On-road safety and grant of adequate compensation to the victims without any delay. For ensuring expeditious settlement of claims, resort to alternate means which may include innovative measures.
- (b) Taking adequate steps including adopting innovative measures, to ensure fast track disposal of cases by MACTs.
- (c) Ensuring receipt of compensation in the safe hands of victims and/or kiths and kins of victims, that too over a sustained period.

- 10) Detailed submissions on these aspects and suggestions of Mr. Arun Mohan are as under:

"Road Safety and Compensation

It is perceived that of road accidents (1,40,000 dead per year and 5,00,000 injured per year), less than 10% reach the MACT with claims. Almost 90% do not have Access to Justice.

And of the 10% or so who do reach MACT, the questions arise:

1. What is the 'Cost' to the State judiciary and insurance sector for adjudication of these claims?
2. What are the time delays?
3. On what income source do the dependents/injured survive during pendency till the payout?
4. Of the ultimate payout, how much actually reaches the recipients and how much is lost?
5. After, say, five years of receiving the compensation, what actually remains with the majority of the recipients?

These were some disturbing questions on a ground level survey.

Put differently, firstly, as most are poor, there is hardly any access to justice; the court resources are wasted; there are delays and difficulties and slicing away (cut) from the payout; and little safety for the money that is received.

As a Solution to these problems, there are two proposals:

1. establishing a Motor Accidents Mediation Authority (MAMA) in every district;
2. making it compulsory for the accident investigator to:
  - (a) send a copy of his Report to MAMA;
  - (b) send e-mail to National Road Safety Council's cell identifying the accident spot and how similar accidents could be prevented in future.

MAMA will follow the following procedure:

1. MAMA will then issue notices to the claimants and others.
2. interim compensation (with recourse) of few thousand rupees a month pending adjudication as direct credit to Aadhaar linked bank account;

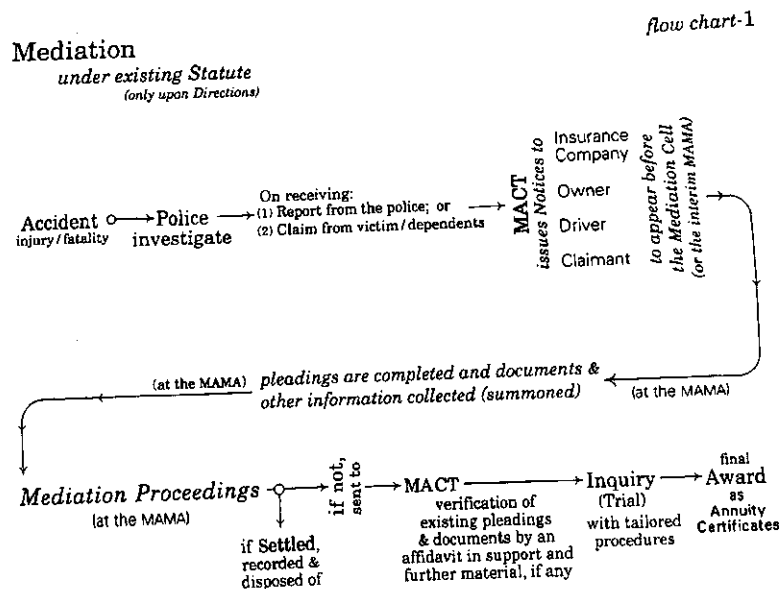


3. completion of paperwork at MAMA;
4. mediation proceedings at MAMA;
5. complete safety in the hands of the recipient.

The amount settled is not given as rupees (or even FDRs), but as Annuity Certificates, which have more return for the same value-meaning lesser payout by the insurance sector with full receipt by the claimant.”

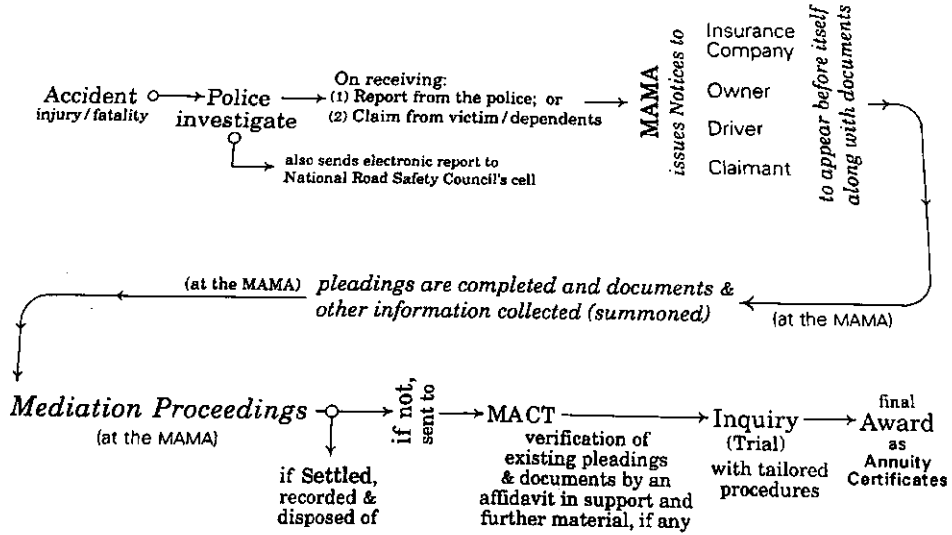
11) He further submitted that this Court may consider a direction to the Government to frame these procedures and schemes. LIC/RBI can provide for availability of Annuity Certificates in consultation with the Pension Fund Regulatory and Development Authority and the commercial Banks/insurance companies.

12) To facilitate appreciation and implementation, he gave two flowcharts as below:



**Mediation**  
*under proposed Statute*

*flow chart-2*



- 13) In the Flowchart-1 (under the existing law), a direction from this Court is sought to all MACTs to compulsorily refer motor accident cases to the District Mediation Authority which will serve the purpose till the Government amends the Statute. Flowchart - 2 shows where the amended statute and the rules can provide for establishing a Motor Accident Mediation Authority (MAMA) in every district in the country. He also suggested that rules can provide for every accident investigator to send information to : (1) MAMA; and (2) National Road Safety Council's Cell.
- 14) Speaking with an optimist tone, Mr. Mohan submitted that there is a hope that with a provision for MAMA:
- (1) access to justice will substantially increase;
  - (2) the court costs will reduce;
  - (3) insurance sector costs (as payout) will reduce;
  - (4) Annuity Certificates of the payout will nearly eliminate the 'slicing away'; and
  - (5) the actual benefit to the recipients will be far more (with Annuity Certificates) than it is at present.
- 15) Mr. Salil Paul, learned counsel appearing for the Insurance Company advanced his argument on the quantum of compensation based on future prospective. His submission was that the yardstick adopted by the courts below in fixing the income based on future prospective on the basis of which

compensation is given to the appellant is in tune with various judgments rendered by this Court as well as the High Court. Therefore, no interference was called for, insofar as grant of compensation is concerned. He referred to certain judgments in support.

- 16) With reference to the second submission of Mr. Arun Mohan, Mr. Salil Paul gave a positive response with the plea that since suggestions given by Mr. Arun Mohan were in larger public interest for reformation of the system, he had no objection if the Court issues appropriate directions in this behalf. At the same time, he also pointed out that insofar as speedy disposal of cases and payment of compensation to the victims, particularly, young victims are concerned, the High Court of Delhi had given directions on the basis of which Claims Tribunal Agreed Procedure was approved by High Court of Delhi. Modified version thereof has now been approved as recent as on 7<sup>th</sup> December, 2018 which takes care of the speedy disposal as well as periodical payments to be made to the young victims over a period of time. Mr. Salil Paul placed on record the relevant judgments as well as Modified Claims Tribunal Agreed Procedure approved by the Delhi High Court vide orders dated 7<sup>th</sup> December, 2018.
- 17) We now proceed to discuss the merits of the aforesaid two proposition advanced before us.
- (I) **Assessment of Compensation:**

Admittedly, the appellant was a student studying in a school. He was not doing any job or was in any vocation and, thus, was not earning anything. The loss of future earning is to be assessed on the aforesaid basis. Before advertng to the arguments that are raised by Mr. Arun Mohan and taken note of above, it would be appropriate to scan through certain judgments cited before us by both the parties in order to decipher the principles for determining loss of future earning in such circumstances. First case which we would like to refer is the judgment in the case of *Arvind Kumar Mishra v. New India Assurance Co. Ltd.*, (2010) 10 SCC 254. In that case also, the appellant who was a victim of accident, was a student. He was in the final year of engineering which he was doing from a reputed college. He had a brilliant academic record, having passed all semester examinations with distinction. In the accident that took place, the appellant suffered multiple injuries which led to 70% permanent disability. This disability rendered him incapacitated which had the consequence of dashing forever his dream of becoming Mechanical Engineer, studies for which career he had undertaken. On the aforesaid facts, his future earning were assessed at Rs.60,000/- per annum by taking salary and allowances payable to Assistant Engineer in public employment. This future earning was discounted at 30% on the basis of which multiplicand was taken at Rs.42,000/- per annum. Going by his age which was 25 years at the time of accident, multiplier of 18 was applied and on that basis, compensation towards loss of future earning was assessed at Rs.7,56,0000/-.

Second case to which reference is made is *Oriental Insurance Company Limited v. Deo Patodi & Ors.*, (2009) 13 SCC 123. Here, the victim was a brilliant student and while a student, he was also earning Rs.80,000/- per month in a job on part-time basis in the United Kingdom. He had not accepted a job offered by a US based company at a salary of Rs.18 lakhs per annum. However, at the time of accident, he was not working. Accident took place on June 12, 2003 when he was 22 years of age. He suffered head injuries which proved fatal and he died within six days i.e. on June 18, 2003. While computing the compensation under the head 'loss of dependency' (he was the only son of the claimant), the Tribunal as well as the High Court held that the deceased would have earned only Rs.18,000/- per month. This Court, in appeal, however, considered the aforesaid estimation of income to be on lower side and the Court decided to fix the earning at Rs.25,000/- per month, which was 1/3rd of the amount that he was receiving in the United Kingdom. The relevant discussion in this behalf runs as under:

"8. The question in regard to the calculation of loss of dependency, it is trite, would vary from case to case. The fact that the deceased was a brilliant student is not in dispute. He had graduated in Business Administration in the UK. Even as a student, in a job on a part-time basis he was being paid a salary of Rs 80,000 per month (UK £1008.31). He paid his income tax even in the UK. After his graduation, he came back to India. He was offered a job as EU Controller by GOA LLC, a company based in Chicago, USA at an annual salary of Rs 18 lakhs (i.e. \$41,600). However, when the accident took place he was not working; having not accepted the said offer. He was still a student. It would have been hazardous for the Tribunal to calculate the amount of compensation towards the loss of dependency on that basis.

9. The Tribunal and the High Court, however, in our opinion, keeping in view the aforementioned backdrop might not be correct in holding that

he would have earned only Rs 18,000 per month. It is true that the cost of living in the western countries would be higher. The standard of living in the western countries cannot be followed; in the absence of any material placed before this Court it should not be followed in India. Even in a case where the victim of an accident was earning salary in US dollars, this Court opined that a lower multiplier should be applied.

10. In *United India Insurance Co. Ltd. v. Patricia Jean Mahajan* [(2002) 6 SCC 281] this Court held: (SCC pp. 294-95, paras 19-20)

“19. In the present case we find that the parents of the deceased were 69/73 years. Two daughters were aged 17 and 19 years. The main question, which strikes us in this case is that in the given circumstances the amount of multiplicand also assumes relevance. The total amount of dependency as found by the learned Single Judge and also rightly upheld by the Division Bench comes to 2,26,297 dollars. Applying multiplier of 10, the amount with interest and the conversion rate of Rs 47, comes to Rs 10.38 crores and with multiplier of 13 at the conversion rate of Rs 30 the amount comes to Rs 16.12 crores with interest. These amounts are huge indeed. Looking to the Indian economy, fiscal and financial situation, the amount is certainly a fabulous amount though in the background of American conditions it may not be so. Therefore, where there is so much of disparity in the economic conditions and affluence of the two places viz. the place to which the victim belongs and the place where the compensation is to be paid, a golden balance must be struck somewhere, to arrive at a reasonable and fair mesne. Looking by the Indian standards they may not be much too overcompensated and similarly not very much under compensated as well, in the background of the country where most of the dependent beneficiaries reside. Two of the dependants, namely, parents aged 69/73 years live in India, but four of them are in the United States. Shri Soli J. Sorabjee submitted that the amount of multiplicand shall surely be relevant and in case it is a high amount, a lower multiplier can appropriately be applied. We find force in this submission. ...

20. The court cannot be totally oblivious to the realities. The Second Schedule while prescribing the multiplier, had maximum income of Rs 40,000 p.a. in mind, but it is considered to be a safe guide for applying the prescribed multiplier in cases of higher income also but in cases where the gap in income is so wide as in the present case income is 2,26,297 dollars, in such a situation, it cannot be said that some deviation in the multiplier would be impermissible. Therefore, a deviation from applying the multiplier as provided in the Second Schedule may have to be made in this case. Apart from factors indicated earlier the amount of multiplicand also becomes a factor to be taken into account which

in this case comes to 2,26,297 dollars, that is to say an amount of around Rs 68 lakhs per annum by converting it at the rate of Rs 30. By Indian standards it is certainly a high amount. Therefore, for the purposes of fair compensation, a lesser multiplier can be applied to a heavy amount of multiplicand.”

The said decision, however, to some extent was clarified by this Court in *Punjab National Bank v. Indian Bank* [(2003) 6 SCC 79] .

11. It is in the aforementioned situation, we are of the opinion that the fair amount of compensation should have been calculated at Rs 25,000 per month being about one-third of the amount which he was receiving in the UK.”

- 18) We may also take note of one judgment of High Court of Delhi in MAC. APP. No. 135 of 2008 titled '*New India Assurance Co. Ltd. v. Ganga Devi & Ors.*' decided on November 23, 2009. In that case also, accident resulted in death of the victim, named, Dr. Brij Mohan. He was 24 years of age at the time of accident and had completed his MBBS. He was doing one year internship and was getting stipend of Rs.5,000/- per month. The deceased had cleared the UPSC examination for the post of Medical Officer and was scheduled to be appointed as Medical Officer after completing the internship. Evidence of PW-2, Senior Assistant of the Hospital, where the deceased was interning, was produced who deposed that after completing his internship, there was a possibility of getting absorbed as Junior Resident Doctor in the same hospital at salary of Rs.18,000/- to Rs.20,000/- per month.
- 19) The Tribunal took the view that the aforesaid evidence was insufficient to prove the income. Accordingly, it took the minimum wages of a graduate worker as Rs.3,543/- per month and added 50% towards inflation and rise in



price index. From this, 1/3rd was deducted towards personal expenses and multiplier of 11 was applied to compute the loss of dependency at Rs.9,35,352/-. The High Court set aside the order of the Tribunal holding that evidence of PW-2 was believable. On that basis, income was taken at Rs.18,000/- per month to which 50% was added towards future prospects, following the judgment of this Court in *Sarla Verma v. Delhi Transport Corporation*, (2009) 6 SCALE 129. Deduction towards personal expenses was made on which multiplier of 13 was applied.

- 20) The aforesaid cases are of all those victims who were students at the time of accident and were not in actual employment. In addition, Mr. Arun Mohan had also referred to the judgment in *N. Manjegowda v. Manager, United India Insurance Company Limited*, (2014) 3 SCC 584, where victim of an accident was a young advocate aged about 36 years. In the accident, he sustained whole body disability of 50%. This judgment is cited for the purpose of showing principle laid down by the Court in determining the loss of earning capacity of an advocate who suffers disability in an accident. The Tribunal had assessed the loss of future income due to disability at Rs.6,17,500/- per annum. The High Court reduced the same to Rs.1,50,000/-. This Court noted that due to the said accident, the appellant had suffered partial sensory loss all over his limbs and there was lack of proper coordination in all four limbs. He needed an assistance for daily routine work. This kind of disability, in the opinion of the Court, hindered his ability to practice as an advocate and compete with others in

the field of legal profession. He was bound to suffer huge professional loss in the said condition. This Court, in the aforesaid circumstances, took the view that loss of future income fixed at Rs.6,17,500/- did not require any deduction. On the contrary, the loss of earning should be treated as 70% and the appropriate multiplier should be 16 in place of 13. On that basis, the loss of income due to disability needed enhancement from Rs.6,17,500/- by at least Rs.4,00,000/- and the compensation under the head loss of income due to disability was worked out accordingly.

- 21) It would be also appropriate to take note of certain judgments dealing with the assessment of loss of future earnings on account of disability suffered as a result of accident, even when these cases pertain to those victims who were having their earnings, as these cases would throw light on the general principles which were laid down for assessing such a loss.
- 22) In the case of *Raj Kumar v. Ajay Kumar & Anr.*, (2011) 1 SCC 343, where the victim suffered 45% disability to left lower limb and permanent functional disability of 25%, the Court held that it is a functional disability which would be the operative criteria for assessing the loss of future earnings and not physical disability. There is a detailed and lucid discussion of assessment of future loss of earning due to permanent disability, covering all possible facets and discussing every nuance of the subject matter. After explaining the meaning of permanent disability and contrasting it with temporary disability and also the manner in which permanent disability of

different limbs expressed by Doctors in the Disability Certificates is to be interpreted, the Court clarified that the assessment of compensation under the head of loss of future earnings would depend upon the effect and impact of such permanent disability on his earning capacity. The manner in which the assessment is to be carried out is contained in the following passages in the said judgment:

"12. Therefore, the Tribunal has to first decide whether there is any permanent disability and, if so, the extent of such permanent disability. This means that the Tribunal should consider and decide with reference to the evidence:

- (i) whether the disablement is permanent or temporary;
- (ii) if the disablement is permanent, whether it is permanent total disablement or permanent partial disablement;
- (iii) if the disablement percentage is expressed with reference to any specific limb, then the effect of such disablement of the limb on the functioning of the entire body, that is, the permanent disability suffered by the person.

If the Tribunal concludes that there is no permanent disability then there is no question of proceeding further and determining the loss of future earning capacity. But if the Tribunal concludes that there is permanent disability then it will proceed to ascertain its extent. After the Tribunal ascertains the actual extent of permanent disability of the claimant based on the medical evidence, it has to determine whether such permanent disability has affected or will affect his earning capacity.

13. Ascertainment of the effect of the permanent disability on the actual earning capacity involves three steps. The Tribunal has to first ascertain what activities the claimant could carry on in spite of the permanent disability and what he could not do as a result of the permanent disability (this is also relevant for awarding compensation under the head of loss of amenities of life). The second step is to ascertain his avocation, profession and nature of work before the accident, as also his age. The third step is to find out whether (i) the claimant is totally disabled from earning any kind of livelihood, or (ii) whether in spite of the permanent disability, the claimant could still effectively carry on the activities and functions, which he was earlier carrying on, or (iii) whether he was prevented or restricted from discharging his previous activities and

functions, but could carry on some other or lesser scale of activities and functions so that he continues to earn or can continue to earn his livelihood.

xx

xx

xx

19. We may now summarise the principles discussed above:

(i) All injuries (or permanent disabilities arising from injuries), do not result in loss of earning capacity.

(ii) The percentage of permanent disability with reference to the whole body of a person, cannot be assumed to be the percentage of loss of earning capacity. To put it differently, the percentage of loss of earning capacity is not the same as the percentage of permanent disability (except in a few cases, where the Tribunal on the basis of evidence, concludes that the percentage of loss of earning capacity is the same as the percentage of permanent disability).

(iii) The doctor who treated an injured claimant or who examined him subsequently to assess the extent of his permanent disability can give evidence only in regard to the extent of permanent disability. The loss of earning capacity is something that will have to be assessed by the Tribunal with reference to the evidence in entirety.

(iv) The same permanent disability may result in different percentages of loss of earning capacity in different persons, depending upon the nature of profession, occupation or job, age, education and other factors.”

23) From the conjoint reading of the aforesaid judgments, *inter alia*, following principles can be culled out which would be relevant for deciding the instant appeal:

(i) In those cases where the victim of the accident is not an earning person but a student, while assessing the compensation for loss of future earning, the focus of the examination would be the career prospect and the likely earning of such a person in future. For example, where the claimant is pursuing a particular professional course, the poseer would be: what would have been his income had he joined a service commensurating with the said course. That can be the future earning.

(ii) There may be cases where the victim is not, at that stage, doing any such course to get a particular job. He or she may be studying in a school. In such a case, future career would depend upon multiple factors like the family background, choice/interest of the complainant to pursue a particular career, facilities available to him/her for adopting such a career, the favourable surrounding circumstances to see which would have enabled the claimant to successfully pick up the said career etc.

If the chosen field is employment, then the future earning can be taken on the basis of salary and allowances which are payable for such calling. In case, career is a particular profession, the future earning would depend on host of other factors on the basis of which chances to achieve success in such a profession can be ascertained.

(iii) There may be cases like *Deo Patodi* where even a student, the claimant would have made earnings on part-time basis or would have received offer for a particular job. In such cases, these factors would also assume relevance.

(iv) After ascertaining the likely earning of the victim in the aforesaid manner, the nature of injuries and disability suffered as a result thereof would be kept in mind while determining as to how much earning has been affected thereby. Here, impact of injuries on functional disability is to be seen. In case of death of victim, it would result in total loss of earning. In the case of injuries, the nature of disability becomes important. Such an exercise was undertaken in *N. Manjgowda* case.

24) The relevant factors which are brought on record by the learned senior counsel for the appellant are these: the appellant belongs to a family of lawyers as both his parents were senior lawyers practicing in the Supreme Court.

Because of his family background, the appellant also wanted to join legal profession, even though at the time of accident, he was studying in school. Having regard to affluent family background, the appellant at the time of accident was studying in prestigious Modern School, Barakhamba Road, New Delhi. All these circumstances clearly indicated that the appellant had a bright future and, therefore, his future earnings could not be considered without keeping in view the aforesaid factors. The appellant also produced evidence in respect of his disability. This disability does not indicate much loss of prospects in earning as it is similar to *N. Manjegowda* case. Of course, his movements are restricted and he needs a Driver as he is not in a position to drive the car himself. This would hinder the earning capacity to some extent, though not significant extent.

- 25) From the judgment of the MACT, we find that, on this aspect, it has followed judgment of *Arun Sondhi v. Delhi Transport Corporation*, (2001) ACJ 1779 and has awarded the compensation at Rs.4,08,000/-. It has also added Rs.75,000/- on account of 40% permanent disability on the ground that apart from resulting in loss of income, it has severe impact on the life of the appellant as a whole. The figure of Rs.4,08,000/- is calculated in the following manner:

"42. Learned counsel for petitioner has argued at length that a substantial amount of compensation is required to be awarded to the petitioner on account of loss of earning capacity in future. It has been stated that on account of injuries suffered in the accident the income of the petitioner has reduced to 60% of what he could have earned otherwise. I consider that this argument raised by learned counsel for the

petitioner cannot be accepted. The petitioner was student at the time of accident. He started his career after around 5 years of accident. I do not say that the injuries did not have an adverse impact on the petitioner, but to quantify the same in the manner claimed by the petitioner may not be just. In this regard, I consider that the guidance can be taken from the case of *Arun Sondhi v. Delhi Transport Corporation*, 2001 ACJ 1779. In this case, the injured was a student of 21 years and he had suffered disability of 100%. In L.P.A. the loss of future earning was assessed at Rs.5000/- p.m. and after adopting multiplier of 16 compensation of Rs.10,80,000/- was allowed. If the same principle is adopted and future earning is taken at Rs.5000/- p.m. and the disability of 40%, the monthly loss of income comes to Rs.2000/- p.m. or Rs.24,000/- p.a. It is a settled proposition that in the case of permanent disability the multiplier is to be adopted according to the age at the time of trial. In this case adopting this principle if the multiplier of 17 is adopted the compensation on account of loss of future income comes to Rs.24,000/- x 17 = Rs.4,08,000/-."

- 26) As can be seen from the above, loss of future earning is assessed at Rs.2,000/- per month or Rs.24,000/- per annum. In the process, the MACT has not considered future prospects having regard to the relevant facts pointed out above which should have been taken into consideration. At the same time, it is the functional disability which has to be kept in mind. Though, not very seriously, the functional capacity has been impaired because of the disability suffered by the appellant as the appellant cannot run around like other young advocates of his age. Going by the overall circumstances, we are of the opinion that in case of the appellant, loss of future earning can be fixed at Rs.5,000/- per month i.e. Rs.60,000/- per annum on which multiplier of 18 is to be applied. Calculated in this manner, the loss future earning comes to Rs.10,80,000/-. The appellant, thus, would be paid another sum of Rs.6,54,000/- under this head along with interest as awarded by the

Court below. We may place on record the statement of Mr. Arun Mohan that the appellant has volunteered to give this amount to any Government or public charitable organisation working towards road safety. We appreciate this gesture of the appellant. We leave it to the appellant to donate the amount to any particular organisation of his choice. Alternatively, it can also be given for MAMC project by the appellant. Choice would entirely be that the appellant.

(II) With this, we advert to the second proposition advanced by Mr. Arun Mohan. At the outset, we would like to point out that this aspect pertains to the reforms that can be brought insofar as payment of compensation to the victims of road accidents is concerned. We would also like to commend the suggestions given by Mr. Arun Mohan to bring about such reforms which are visionary in nature. The two aspects which he has highlighted are taken up for discussion in seriatim.

(A) **ROAD SAFETY AND COMPENSATION:**

27) Focus here is to ensure access to justice for road accident victims and also to bring about a mechanism which prevents delays and other obstacles in awarding compensation to road accident victims. The suggestion of Mr. Arun Mohan for establishing a MAMA in every District is worthy of acceptance. Whatever steps are taken by the authorities for reducing road accidents, harsh reality is that accidents would keep on happening. There may be a possibility of reducing the number of road accidents, but occurrence thereof cannot be totally eliminated. Such accidents, particularly fatal accidents, would always lead to filing of claims by the victims and/or kith and kin of victims, for compensation. Fatal accidents also trigger prosecution of the driver who was negligent and rash in driving which caused the accident. Insofar as disputes regarding claims are concerned, there is a need to resolve the



same at the earliest inasmuch as compensation money may be badly needed by the claimants for so many reasons and delay may bring insurmountable sufferings of various kind. Having regard to the fact that large number of accidents are giving rise to phenomenal quantum jump in such cases, methods need to be adopted for quick resolution. Here, mediation as a concept of dispute resolution, even before dispute becomes part of adversarial adjudicatory process, would be of great significance. Advantages of mediation are manifold. This stands recognised by the Legislature as well as policy makers and need no elaboration. Mediation is here to stay. It is here to evolve. It is because of the advantages of mediation as a method here to find new grounds. It is here to prosper, as its time has come. It is now finding statutory recognition and has been introduced in few Statutes as well. Examples are the Companies Act, Insolvency and Bankruptcy Code, Commercial Courts Act etc. In these enactments provisions are made even for pre-litigation mediation by making this process mandatory. There is, in any case, umbrella provisions in the form of Section 89 of the Code of Civil Procedure which, inter alia, provides for court annexed mediation as well. Time is ripe now to have similar mechanism for settling accident claims as well. Therefore, the suggestion of establishing MAMA is laudable. We recommend to the Government to examine the feasibility of setting up MAMA by making necessary amendments in the Motor Vehicles Act itself. In fact, the way mediation movement is catching up in this country, there is a dire need to enact Indian Mediation Act as well.

- 28) Till the time such an amendment is made by the Parliament, National Legal Services Authority (NALSA) should take up this work as a project. A complete report/module be made about the functioning of Motor Accident Mediation Cell (MAMC). This exercise be completed within a period of two months. Thereafter, this project can be shared with all State Legal Services Authorities (SLSA) so that State Legal Services Authorities implement the same through their respective District Legal Services Authorities (DLSAs).

29) There is Mediation and Conciliation Project Committee (MCPC) in the Supreme Court which takes various policy decisions for better working of mediation, including court annexed mediation. Broadening the structure of MCPC, so as to have proper coordination with High Court Mediation Centers as well as Mediation Centers at District Court Level is achieved. Thus, NALSA can even consider entrusting the project of MAMC to MCPC as well.

30) In a book titled 'Road Accidents: Prevention, Attention and Compensation', authored by Mr. Arun Mohan, Senior Advocate various aspects pertaining to access to justice to road victims are deliberated upon. There is a specific chapter on the establishment of MAMA which can be of immense help to the NALSA for preparing and finalizing the project. NALSA would be well-advised to take into consideration the suggestions and proposals given in that book. It may, inter alia, make a provision for the accident investigator to compulsorily send a copy of report to MAMC or email to National Road Safety Council. Forwarding the copy to MAMC shall facilitate mediation, on the other hand giving information to National Road Safety Council would help the council to take measures for preventing such accidents in future.

(B) **FAST TRACKING DISPOSAL OF CASES BY MACTs :**

31) Establishment of MAMA/MAMC is for the purpose of resolving the claims before the case is filed in the MACT. It is a matter of common knowledge that for amicable settlement of the cases pending before MACT, ADR in the form of Lok Adalat is resorted to, which has achieved tremendous success over a period of time. These Lok Adalats are also organised by the Legal Services Authorities. Settlement of cases by Lok Adalats have their own pros and cons. Be as it may, resort to Lok Adalat should continue because of its own advantages.

32) Notwithstanding, the aforesaid ADR methods, adjudicatory process before the MACTs is indispensable. There cannot be a guarantee that 100% cases would be settled through mediation or Lok Adalat. Therefore, there is a dire need for deciding these cases without delays and within reasonable period. The Delhi High Court has given few judgments providing for mechanism to speed up the disposal of such cases and to ensure that schemes are settled within a period of 90/120 days from the date of accident. In nutshell, these directions include that on the occurrence of accident, the police which comes into the picture in the first instance, should complete the investigation and along with filing of FIR before the concerned Court of Metropolitan Magistrate, copies are sent to MACT as well as Insurance Company also. Insurance Company is supposed to look into the same to find out as to whether the claim is payable and within 30 days it should respond to MACT and once all these documents are before the MACT in the form of evidence etc. as well it would enable the MACT to decide the case within 30 days. The case where entire procedure is articulated is judgment dated 16<sup>th</sup> December, 2009 in FAO No. 843 of 2003. This Court has also given its imprimatur in *Jaiprakash v. National Insurance Company (SLP(Civil) No. 11801-11804 of 2005)* in its order dated 13<sup>th</sup> May, 2016 in the following manner:

"Insofar as the said suggestion is concerned, learned Solicitor General drew our attention to the response filed before us on behalf of the General Insurance Council, in particular paragraph 4, which states that presently the procedure suggested in Paragraph 23 is being followed by the Insurance Companies in Delhi by way of a Scheme called "Claims Tribunal Agreed Procedure" which was formulated by the Delhi High Court in the judgment dated 16.12.2009 passed in FAO No.843 of 2003 in *Rajesh Tyagi & Ors. v. Jaibir Singh 3 & Ors.* It is also mentioned therein that Tribunal as well as the Legal Service Authority are taking effective steps to implement the said procedure, which is being carried out in the National Capital Territory of Delhi. In paragraph 5, it is further submitted that since this procedure has been successful in Delhi it can be extended on pan India basis. The agreed procedure has also been filed as Annexure R5 with the response filed on behalf of the General Insurance Council.

"We have also perused the procedure, which has been placed before us as Annexure R5 with the response which, in our view,

appears to be a comprehensive one and that we can issue further directions to the Registrar General of the Delhi High Court to ensure that procedure is strictly followed insofar as Delhi is concerned and also circulate the said procedure to all the other High Courts and the Registrar General of all the other High Courts are directed to ensure that the said procedure is implemented through the Motor Accidents Claims Tribunals in coordination with the Legal Service Authorities as well as the Director General of Police of the States concerned.

The Registry of the Supreme Court is directed to forward a copy of this order along with Annexure R5 (pages 32 to 46 in the response filed on behalf of the General Insurance Council) to all the High Courts including the Delhi High Court to ensure compliance of the present order.”

- 33) Vide order dated 6<sup>th</sup> November, 2017 in *Jaiprakash* case, this Court modified its order dated 13<sup>th</sup> May, 2016 and directed all States to implement the Modified Claims Tribunal Agreed Procedure formulated by Delhi High Court on 12<sup>th</sup> December, 2014. The copy of the Modified Claims Tribunal Agreed Procedure was directed to be circulated to the Registrar General of each High Court for necessary compliance. The relevant part of the said order is reproduced hereunder:

“It is also pointed out by learned amicus curiae that the order passed by Justice Midha referred to in our order of 13<sup>th</sup> May, 2016 was actually modified by Justice Midha on 12<sup>th</sup> December, 2014. The order dated 13<sup>th</sup> May, 2016 will, therefore, stand modified to the extent that Justice Midha has himself modified his earlier order on 12<sup>th</sup> December, 2014. The Registry will send a copy of this order as well as the order passed by Justice Midha on 12<sup>th</sup> December, 2014 to the Registrar General of each High Court for necessary information and compliance.”

- 34) This needs to be followed at All India Level. NALSA should take up and monitor the same as well in coordination and cooperation with various high courts to facilitate the same.

(C) Ensuring receipt of compensation in the safe hands of victims and/or

kiths and kins of victims:

- 35) Mr. Arun Mohan has suggested that Government may frame procedures and schemes in this behalf. In particular LIC/RBI can provide for availability of annuity services in consultation with Pension Fund Regulatory and Development Authority and the commercial banks/insurance companies. To facilitate the same, the learned senior counsel has given two flowcharts, one under the existing law and the other on establishment of MAMA. The details for framing such procedure and schemes are given in the book of Mr. Arun Mohan referred to above. We impress upon the Government to look into the feasibility of framing such schemes and for the availability of annuity certificates. This exercise may be done within the period of six months and decision be taken thereupon.
- 36) In addition, we would also like to mention that the Delhi High Court (speaking through J.R. Midha, J.) in *Rajesh Tyagi v. Jaiveer Singh and Others* (FAO No. 842 of 2003) undertook the exercise of framing Motor Accident Claims Annuity Deposit Scheme (MACAD Scheme) in cooperation with Indian Banks Association. Purpose of involving the banks was to ensure that the Scheme is implemented through the banks. In its order dated 7<sup>th</sup> December, 2018 passed in the aforesaid case, the learned Judge recorded that 21 banks had taken decision to implement MACAD Scheme which was approved by the Court on 1<sup>st</sup> May, 2018. Operative documents of these 21 banks were taken on

record. The court directed that sets of these operative documents be furnished to the Registrar General of the High Court so that these are circulated to all the MACTs. Further, directions for implementation of the said Scheme are given. Therefore, we would like to reproduce order dated 7<sup>th</sup> December, 2018 in its entirety.

"1. Mr. Lalit Bhasin, learned counsel for Indian Bank Association has handed over copies of the operative documents of 21 Banks which have implemented Motor Accident Claims Annuity Deposit Scheme (MACAD Scheme) approved by this Court on 01st May, 2018. The compilations of the operative documents of 21 banks are taken on record. Learned counsel for the Indian Bank Association shall furnish the sets of the operative documents to the Registrar General for being circulated to all the Claims Tribunals. 2. The Registrar General is directed to circulate the aforesaid compilation to all the Claims Tribunals for being implemented forthwith. The Claims Tribunals shall disburse the awarded amount to the claimants in a phased manner in terms of the order dated 01st May, 2018 and the award amount be disbursed through MACAD Scheme. 3. All the Banks are directed to appoint a Nodal Officer within four weeks. Learned counsel for the IBA shall compile the list of all the Nodal Officers of the Banks with their respective addresses, phone numbers as well as e-mail addresses and submit the same to the Registrar General who shall circulate the list of Nodal Officers to all the Claims Tribunals. The Nodal Officer of each Bank shall ensure the implementation of the MACAD Scheme by their branches. The Claims Tribunal shall send the copy of the disbursement order by e-mail to the Nodal Officer of that Bank who shall ensure the disbursement by the Bank within three weeks of the receipt of the e-mail. 4. The Indian Bank Association and Delhi State Legal Services Authority shall give adequate publicity to MACAD Scheme in the print as well as digital media. 5. Claims Tribunal Agreed Procedure in terms of the order dated 15th December, 2017 is further modified to incorporate the directions contained in orders dated 18th January, 2018, 09th March, 2018, 01st May, 2018, 20th July, 2018 and 07th September, 2018. The Modified Claims Tribunal Agreed Procedure is annexed to this order. 6. The Registrar General shall circulate the Modified Claims Tribunal Agreed Procedure to all the Claims Tribunals. The Claims Tribunals, Delhi Police and Insurance Companies are directed to implement the Modified Claims Tribunal Agreed Procedure with effect from 01st January, 2019. 7. Learned amicus curiae submits that the Committee is deliberating upon the issues referred to it by this Court. Let the final report of the Committee be submitted before this Court on the next date of hearing. 8. List for reporting compliance on 08th February, 2019 at 02:30 P.M. 9.

This Court appreciates the assistance rendered by Mr. Lalit Bhasin, learned counsel for Indian Bank Association for implementation of MACAD Scheme. 10. Copy of this order along with Modified Claims Tribunal Agreed Procedure be sent to the Registrar General of this Court, National Legal Services Authority (NALSA), Delhi State Legal Services Authority (DSLISA), Delhi Police as well as General Insurance Council (5th Floor, Building No.14, National Insurance Building, Jamshedji Tata Road, Churchgate, Mumbai-400020). General Insurance Council shall circulate this order to all the Insurance Companies. 11. Copy of this order be given dasti to learned counsel for the parties as well as learned counsel for IBA and Delhi Police under signature of Court Master.”

- 37) Thus, direction for implementation of the ‘Claims Tribunal Agreed Procedure’ which is substituted by modified procedure, as noted above, are already there. However, we find that there is no proper implementation thereof by the Claims Tribunals. We, thus, direct that there should be programmes from time to time, in all State Judicial Academies to sensitizing the presiding officers of the Claims Tribunals, Senior Police Officers of the State Police as well as Insurance Company for the implementation of the said Procedure.
- 38) The Modified Claims Tribunal Agreed Procedure as approved by High Court of Delhi in its aforesaid order dated 7<sup>th</sup> December, 2018 has the propensity to ensure speedy disposal of MACT cases. Likewise, Operative Documents of 21 documents which have implemented Annuity Deposit Scheme can ensure that compensation is delivered to the persons for whom it is meant. It has the element of annuity payments as well. There is, therefore, a need to implement the MACAD Scheme by the Claims Tribunals in the entire country. We direct accordingly. We also direct 21 banks to implement its operative documents on All India basis.

- 39) We sum up the various directions/recommendations hereinbelow:
- (a) We impress upon the Government to also consider the feasibility of enacting Indian Mediation Act to take care of various aspects of mediation in general.
  - (b) The Government may examine the feasibility of setting up MAMA by making necessary amendments in the Motor Vehicles Act. For this purpose, it can consider the two flow charts given by the appellant.
  - (c) In the interregnum, NALSA is directed to set up Motor Accident Mediation Cell which can function independently under the aegis of NALSA or can be handed over to MCPC. Such a project should be prepared within a period of two months and it should start functioning immediately thereafter at various levels as suggested in this judgment. We reiterate the directions contained in order dated November 6, 2017 in **Jai Prakash** case for implementation of the latest Modified Claims Tribunal Agreed Procedure. For ensuring such implementation, NALSA is directed to take up the same in coordination and cooperation with various High Courts. MACAD Scheme shall be implemented by all Claim Tribunals on All India basis. 21 Banks, Members of Indian Banks Association, who had taken decision to implement MACAD Scheme would do the same on All India basis.
  - (d) We impress upon the Government to look into the feasibility of framing necessary schemes and for the availability of annuity



certificates. This exercise may be done within the period of six months and decision be taken thereupon.

(e) Likewise, we direct that there should be programmes from time to time, in all State Judicial Academies, to sensitizing the Presiding Officers of the Claims Tribunals, Senior Police Officers of the State Police as well as Insurance Company for the implementation of the said Procedure.

40) The appeals are disposed of in the aforesaid manner.

.....J.  
(A.K. SIKRI)

.....J.  
(S. ABDUL NAZEER)

**NEW DELHI;**  
**MARCH 05, 2019**

\$~13

\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ FAO 842/2003 & CM APPL.32859/2017, 41125-41127/2017, 35516-35517/2018, 46426/2018

RAJESH TYAGI & ORS.

..... Appellants

Through: Mr.Satyam Thareja, Advocate as  
amicus curiae  
Mr.Pankaj Gupta, Advocate as  
amicus curiae.

versus

JAIBIR SINGH & ORS.

..... Respondents

Through: Mr.Kirtiman Singh, CGSC for UOI  
with Mr.Waize Ali Noor, Advocate  
Mr.Lalit Bhasin, Ms.Ratna Dhingra,  
Ms.Chandni Sadana, Mr.Ajay Pratap  
Singh, Advocates for Indian Bank  
Association.  
Mr.Rahul Mehra, Standing Counsel  
for GNCTD with Mr.Tushar Sannu,  
Advocate  
Mr.Shoumik Mazumdar, Advocate  
for National Insurance Company,  
United India Insurance, New India  
Assurance Co. Ltd.  
Mr.Navneet Kumar, Mr.Vikas  
Bhadana, Advocates for Bharti Axa  
General Insurance Company Ltd.,  
Magna HAI General Insurance  
Company  
Mr.A.K. Soni, Mr.Pavan Kumar,  
Advocate for HDFC in CM  
No.35516-17/2018  
Mr.D.K. Nag, Advocate for IRDA  
Mohd. Sakim, Advocate for  
Mr.Sameer Nandwani, Advocate  
Mr.Kamal Mehta, Advocate for  
Insurance Information Bureau of  
India

**CORAM:**

**HON'BLE MR. JUSTICE J.R. MIDHA**

**ORDER**  
**07.12.2018**

%

1. Mr. Lalit Bhasin, learned counsel for Indian Bank Association has handed over copies of the operative documents of 21 Banks which have implemented Motor Accident Claims Annuity Deposit Scheme (MACAD Scheme) approved by this Court on 01<sup>st</sup> May, 2018. The compilations of the operative documents of 21 banks are taken on record. Learned counsel for the Indian Bank Association shall furnish the sets of the operative documents to the Registrar General for being circulated to all the Claims Tribunals.
2. The Registrar General is directed to circulate the aforesaid compilation to all the Claims Tribunals for being implemented forthwith. The Claims Tribunals shall disburse the awarded amount to the claimants in a phased manner in terms of the order dated 01<sup>st</sup> May, 2018 and the award amount be disbursed through MACAD Scheme.
3. All the Banks are directed to appoint a Nodal Officer within four weeks. Learned counsel for the IBA shall compile the list of all the Nodal Officers of the Banks with their respective addresses, phone numbers as well as e-mail addresses and submit the same to the Registrar General who shall circulate the list of Nodal Officers to all the Claims Tribunals. The Nodal Officer of each Bank shall ensure the implementation of the MACAD Scheme by their branches. The Claims Tribunal shall send the copy of the disbursement order by e-mail to the Nodal Officer of that Bank who shall ensure the disbursement by the Bank within three weeks of the receipt of the e-mail.
4. The Indian Bank Association and Delhi State Legal Services Authority shall give adequate publicity to MACAD Scheme in the print as well as digital media.

5. Claims Tribunal Agreed Procedure in terms of the order dated 15<sup>th</sup> December, 2017 is further modified to incorporate the directions contained in orders dated 18<sup>th</sup> January, 2018, 09<sup>th</sup> March, 2018, 01<sup>st</sup> May, 2018, 20<sup>th</sup> July, 2018 and 07<sup>th</sup> September, 2018. The Modified Claims Tribunal Agreed Procedure is annexed to this order.
6. The Registrar General shall circulate the Modified Claims Tribunal Agreed Procedure to all the Claims Tribunals. The Claims Tribunals, Delhi Police and Insurance Companies are directed to implement the Modified Claims Tribunal Agreed Procedure with effect from 01<sup>st</sup> January, 2019.
7. Learned amicus curiae submits that the Committee is deliberating upon the issues referred to it by this Court. Let the final report of the Committee be submitted before this Court on the next date of hearing.
8. List for reporting compliance on 08<sup>th</sup> February, 2019 at 02:30 P.M.
9. This Court appreciates the assistance rendered by Mr. Lalit Bhasin, learned counsel for Indian Bank Association for implementation of MACAD Scheme.
10. Copy of this order along with *Modified Claims Tribunal Agreed Procedure* be sent to the Registrar General of this Court, National Legal Services Authority (NALSA), Delhi State Legal Services Authority (DSLISA), Delhi Police as well as General Insurance Council (5<sup>th</sup> Floor, Building No.14, National Insurance Building, Jamshedji Tata Road, Churchgate, Mumbai-400020). General Insurance Council shall circulate this order to all the Insurance Companies.
11. Copy of this order be given *dasti* to learned counsel for the parties as well as learned counsel for IBA and Delhi Police under signature of Court Master.

**DECEMBER 07, 2018/dk**

**J.R. MIDHA, J.**

**MODIFIED CLAIMS**  
**TRIBUNAL AGREED**  
**PROCEDURE**

**[AS APPROVED BY DELHI HIGH COURT VIDE  
ORDER DATED 07<sup>TH</sup> DECEMBER, 2018]**

## **MODIFIED CLAIMS TRIBUNAL AGREED PROCEDURE**

**[As approved by Delhi High Court vide Order dated 07<sup>th</sup> December, 2018]**

S. No.	CONTENTS	Page No.
1.	Investigation of road accident cases by the Police	1
2.	Intimation of accident to the Claims Tribunal and Insurance Company within 48 hours	1
3.	Documents to be collected by the Investigating Officer	1
4.	Verification of the documents by the Investigating Officer	3
5.	Duty of the registration authority to verify the documents within 15 days of the application	3
6.	Duty of the hospital to issue MLC and Post-mortem Report within 15 days of the accident	4
7.	In case of un-insured vehicle, driver and owner of the offending vehicle to be prosecuted under Section 196 of Motor Vehicles Act, 1988	4
8.	In case of fake driving licence, the driver and other persons involved to be prosecuted for holding a fake driving licence	4
9.	Un-insured vehicle not to be released to the owner	4
10.	Duty of the police to complete the investigation of the criminal case and file the chargesheet (Report under Section 173 Cr.P.C.) before the Metropolitan Magistrate and to file DAR along with copy of the chargesheet before the Claims Tribunal within 30 days	5
11.	Copy of DAR to be furnished to claimant(s), owner/driver of the offending vehicle(s), Insurance Company and Delhi State Legal Services Authority	5
12.	Extension of time to file DAR and Report under Section 173, Cr.P.C.	5
13.	Investigating Officer to seek necessary directions from the Claims Tribunal	6
14.	Examination of DAR by the Claims Tribunal	6
15.	Duty of the Investigating Officer to produce the driver(s), owner(s), claimant(s) and eye witness(es) before the Claims Tribunal	7
16.	Duties of Police shall be construed to be part of State Police Act	7
17.	Claims Tribunal shall treat DAR as a claim petition for compensation under Section 166(4) of Motor Vehicles Act, 1988	7
18.	Direction to the claimant(s) to open savings bank account near the place of their residence in a nationalized bank.	8
19.	In cases of charge of rash and negligent driving, the Claims Tribunal shall register the case under Section 166 of Motor Vehicles Act, 1988	8
20.	Duty of the Insurance Companies to appoint a Designated Officer within 10 days of the receipt of the copy of DAR	8
21.	Duty of the Insurance Companies to appoint a Nodal Officer and intimate	9

	the Delhi Police.	
22.	Duty of the Insurance Companies to get DAR verified by their Surveyor/Investigator	9
23.	Duty of Insurance Companies to process DAR and submit an offer for settlement within 30 days	10
24.	Consent award to be passed where claimant(s) accepts the offer of Insurance Company	10
25.	Claimant(s) to respond to the offer of the Insurance Company within 30 days	10
26.	Guidelines for assessment of functional disability of the claimant in Injury Cases	10
27.	Duty of the Claims Tribunal to elicit the truth	12
28.	In case of non-settlement, the Claims Tribunal shall conduct an enquiry and pass an award within 30 days	13
29.	Examination of the claimant(s) before passing of the award	13
30.	Deposit of the award amount	14
31.	Disbursement of the award amount	15
32.	Protection of the award amount	16
33.	Claims Tribunal shall deal with the compliance of the provisions in the award	17
34.	Claims Tribunal shall fix a date for reporting compliance	18
35.	Copy of the DAR as well as the Award to be sent to the concerned Metropolitan Magistrate	18
36.	Copy of the award to be sent to the Delhi State Legal Services Authority	19
37.	Written Submissions to be filed by the parties before the Claims Tribunals	19
38.	Record of awards of the Claims Tribunal	19

Form No.	FORMS	Page No.
FORM – I	Intimation of the Road Accident by the Investigating Officer to the Claims Tribunal and the Insurance Company	20
FORM – II	Detailed Accident Report (DAR)	21
FORM – III	Report of the Designated officer of the Insurance Company	38
FORM – IVA	Summary of computation of award amount in death cases to be incorporated in the award	42
FORM – IVB	Summary of the computation of award amount in injury cases to be incorporated in the award	44
FORM – V	Compliance of the provisions of the MCTAP to be mentioned in the award	47
FORM – VIA	Format of written submissions to be filed by the parties in death cases	49
FORM – VIB	Format of written submissions to be filed by the parties in injury cases	51
FORM – VII	Format of record of awards to be maintained by the Claims Tribunal	54
FORM – VIIA	Format of monthly compliance report to be send by the Claims Tribunal in death cases	55
FORM – VIIB	Format of monthly compliance report to be send by the Claims Tribunal in injury cases	56
FORM – VIII	Motor Accident Claims Annuity Deposit (MACAD) SCHEME	57



## **MODIFIED CLAIMS TRIBUNAL AGREED PROCEDURE**

[As approved by Delhi High Court vide Order dated 07<sup>th</sup> December, 2018]

1. **Investigation of road accident cases by the Police**

Immediately on receipt of the information of a road accident, the Investigating Officer of Police shall inspect the site of accident, take photographs of scene of the accident and the vehicle(s) involved in the accident and prepare a site plan, drawn to scale, as to indicate the layout and width, etc., of the road(s) or place (s), as the case may be, the position of vehicle(s), and person(s) involved, and such other facts as may be relevant. In injury cases, the Investigating Officer shall also take the photographs of the injured in the hospital. The Investigating Officer shall conduct spot enquiry by examining the eye-witnesses/bystanders.

2. **Intimation of accident to the Claims Tribunal and Insurance Company within 48 hours**

The Investigating Officer shall intimate the accident to the Claims Tribunal within 48 hours of the accident. If the particulars of insurance policy are available, the intimation of the accident shall also be given to the Nodal Officer of the concerned Insurance Company of the offending vehicle. The particulars of the accident shall also be uploaded on the website of Delhi Police. The intimation by the Investigating Officer shall be in **FORM-I**.

3. **Documents to be collected by the Investigating Officer**

The Investigating Officer of Police shall collect the relevant evidence relating to the accident as well as for computation of compensation. The list of documents to be collected by the Investigating Officer are as under:

- (i) First Information Report
- (ii) Site plan
- (iii) Photographs of the scene of accident from all angles.
- (iv) Photographs of all the vehicles involved in the accident from all angles
- (v) Photograph and specimen signature of the driver(s) of the offending vehicle(s)
- (vi) Photograph and specimen signature of the owner(s) of the offending

- vehicle(s)
- (vii) Mechanical Inspection Report in terms of Annexure-A
  - (viii) Driving license of the driver of the offending vehicle(s)
  - (ix) Proof of employment of the driver of offending vehicle(s) such as appointment letter, salary slips, duty register etc.
  - (x) Registration certificate of the offending vehicle(s)
  - (xi) In case of transfer of offending vehicle, sale documents, possession letter or any other document relating to transfer, if any
  - (xii) Insurance Policy of the offending vehicle(s)
  - (xiii) Permit (for commercial vehicle)
  - (xiv) Fitness Certificate (for commercial vehicle)
  - (xv) Report under Section 173 Cr.P.C.
  - (xvi) Statements of the witnesses recorded by the police
  - (xvii) Scientific report, if the driver(s) of the offending vehicle(s) was under the influence of alcohol/drugs
  - (xviii) In case of Death:
    - (a) Post Mortem Report
    - (b) Death certificate
    - (c) Photograph and proof of the identity of the deceased
    - (d) Proof of age of the deceased which may be in form of:
      - Birth certificate
      - School certificate
      - Certificate from Gram Panchayat (in case of illiterate)
    - (e) Proof of Occupation and income of the deceased which may be in form of:
      - Pay slip/salary certificate for salaried employees.
      - Bank statements of the last six months.
      - Income Tax Returns
      - Balance Sheets
    - (f) Proof of the legal representatives of the deceased
      - Names
      - Age
      - Address
      - Relationship
    - (g) Aadhaar card, PAN Card, Photographs and specimen signatures attested by the bank
    - (h) Bank Account details along with its IFSC Code of the legal representatives of the deceased near the place of their permanent residence with name and address of the bank
    - (i) Medical treatment record, medical bills and other expenditure
    - (j) Any other relevant document(s)
  - (xix) In case of Injury:
    - (a) MLC
    - (b) Multi angle photographs of the injured

- (c) Aadhaar card, PAN Card, Photographs and specimen signatures of the injured attested by the bank
- (d) Bank Account details along with its IFSC Code of the injured near the place of his/her permanent residence with name and address of the bank
- (e) Proof of age of the injured which may be in form of :
  - Birth certificate
  - School certificate
  - Certificate from Gram Panchayat (in case of illiterate)
- (f) Proof of occupational income of the injured at the time of the accident which may be in form of:
  - Pay slip/salary certificate for salaried employees.
  - Bank statements of the last six months of the injured.
  - Income Tax Returns
  - Balance Sheets
- (g) Medical treatment record, medical bills and other expenditure – In case of continuous medical treatment, the SHO/IO shall also record the details so that the claimant may furnish documents before the Claims Tribunal.
- (h) Disability Certificate
- (i) Proof of absence from work where loss of income on account of injury is being claimed, which may be in the form of:
  - Certificate from the employer
  - Extracts from the attendance register
- (j) Proof of reimbursement of medical expenses by employer or under a Mediclaim policy, if any
- (k) Any other relevant document(s)

4. **Verification of the documents by the Investigating Officer**

The Investigating Officer shall verify the authenticity of the documents mentioned in Para 3 by obtaining confirmation in writing from the office or authority or person purporting to have issued the same or by such further investigation or verification as may be deemed necessary for arriving at a conclusion regarding the authenticity of the documents in question, including but not limited to verifying the license of the driver, permit and fitness of the offending vehicle(s), where applicable, from the registering authority.

5. **Duty of the registration authority to verify the documents within 15 days of the application**

The Registration authority shall verify the registration certificate, driving licence, fitness and permit in respect of the offending

vehicle(s) within 15 days of the application being made by the Investigating Officer.

6. **Duty of the hospital to issue MLC and Post-mortem Report within 15 days of the accident**

The concerned hospital shall issue the MLC and Post-Mortem Report to the Investigating Officer within 15 days of the accident.

7. **In case of un-insured vehicle, driver and owner of the offending vehicle to be prosecuted under Section 196 of Motor Vehicles Act, 1988**

In case of un-insured offending vehicle, the Investigating Officer shall prosecute the person(s) liable for violation under Section 196 of the Motor Vehicles Act, including the driver and the person who caused or allowed the un-insured vehicle to be driven.

8. **In case of fake driving licence, the driver and other persons involved to be prosecuted for holding a fake driving licence**

If the driving licence of the driver is found to be fake, the Investigating Officer shall prosecute the driver for holding a fake driving licence and/or other persons involved in forging a fake driving licence.

9. **Un-insured vehicle not to be released to the owner**

If the offending vehicle is not covered by the policy of insurance against third party risks or the driver was not holding a valid driving licence or if the registered owner fails to furnish copy of the insurance policy or the driving licence of the driver, the vehicle involved in the accident resulting in death or bodily injury or damage to property shall not be released, unless and until the registered owner furnishes sufficient security to the satisfaction of the Court to pay compensation that may be awarded in a claim case arising out of such accident. On expiry of three months of the vehicle being taken in possession by the Investigating Officer, such vehicle shall be sold off in public auction by the Magistrate having jurisdiction over the area where accident occurred and proceeds thereof shall be deposited with the concerned Claims Tribunal within 15 days for the purpose of satisfying the

compensation that may have been awarded, or may be awarded in a claim case arising out of such accident.

10. **Duty of the police to complete the investigation of the criminal case and file the chargesheet (Report under Section 173 Cr.P.C.) before the Metropolitan Magistrate and to file DAR along with copy of the chargesheet before the Claims Tribunal within 30 days**

The Investigating Officer shall complete the collection of the aforesaid documents and its verification as well as investigation of the criminal case within 30 days of the accident. The Investigating Officer shall file the report under Section 173 Cr.P.C. before the concerned Magistrate and Detailed Accidental Report (DAR) before the Claims Tribunal within 30 days of the accident. The DAR shall be properly indexed and page numbered at the time of filing with the Claims Tribunal. The DAR shall be accompanied with the requisite documents mentioned in Para 3 above. The DAR shall be in **FORM-II**.

11. **Copy of DAR to be furnished to claimant(s), owner/driver of the offending vehicle(s), Insurance Company and Delhi State Legal Services Authority**

The Investigating Officer shall furnish the copy of the DAR to victim(s)/claimant(s) of the accident, owner/driver of the offending vehicle and the Nodal Officer of the Insurance Company. Copy of the DAR sent to the Insurance Company and others shall be properly paginated and shall be accompanied by an index.

The Investigating Officer of the Police shall also furnish a copy of Detailed Accident Report (DAR) along with complete documents to Secretary, Delhi State Legal Services Authority, Central Office, Pre-Fab Building, Patiala House Courts, New Delhi. Delhi State Legal Services Authority shall examine each case and assist the Claims Tribunal in determination of the just compensation payable to the claimant(s) in accordance with law.

12. **Extension of time to file DAR and Report under Section 173, Cr.P.C.**

Where the Investigating Officer is unable to complete the investigation

of the case within 30 days for reasons beyond his control, such as cases of hit and run accidents; cases where the parties reside outside the jurisdiction of the Court; where the driving licence is issued outside the jurisdiction of the Court, or where the victim(s) has suffered grievous injuries and is undergoing continuous treatment, the Investigating Officer shall approach the Claims Tribunal for extension of time to file DAR/Report under Section 173 Cr.P.C. whereupon the Claims Tribunal shall extend the time as it considers appropriate in the facts and circumstances of each case.

13. **Investigating Officer to seek necessary directions from the Claims Tribunal**

In the event of failure of the driver(s), owner(s), Insurance Company and/or claimant(s) to disclose any relevant information and documents necessary to complete the DAR, the Investigating Officer shall seek necessary directions from the Claims Tribunal (reference be made to Part X of **FORM-II**) whereupon the Claims Tribunal shall, in appropriate cases, direct the parties in default to disclose the relevant information on an affidavit along with the original documents within 15 days.

14. **Examination of DAR by the Claims Tribunal**

The Claims Tribunal shall examine whether the DAR is complete in all respects. If the DAR is complete in all respects, the Claims Tribunal shall fix a date for appearance of the driver(s), owner(s), claimant(s) and the eye witness(es) and the Investigating Officer shall produce them on the date so fixed. The Investigating Officer shall also intimate the date so fixed by the Claims Tribunal to the Nodal Officer of the Insurance Company and the Insurance Company shall enter appearance on the date so fixed. If the DAR is not complete, the Claims Tribunal shall direct the Investigating Officer to complete the same and shall fix a date for the said completion.

15. **Duty of the Investigating Officer to produce the driver(s), owner(s), claimant(s) and eye witness(es) before the Claims Tribunal**

The Investigating Officer shall produce the driver(s), owner(s), claimant(s) and the eye witness(es) before the Claims Tribunal, after the order of the Claims Tribunal that the DAR is complete in all respects. However, if the Investigating Officer is unable to produce the owner(s), driver(s), claimant(s) and eye-witness(es) before the Claims Tribunal on the date fixed by the Claims Tribunal for reasons beyond its control, the Claims Tribunal shall issue notice to them to be served through the Investigating Officer for a date for appearance not later than 30 days. The Investigating Officer shall give an advance notice to the Nodal Officer of the concerned Insurance Company about the date of filing of the DAR before the Claims Tribunal so that the nominated counsel for the Insurance Company can remain present on the first date of hearing before the Claims Tribunal.

16. **Duties of Police shall be construed to be part of State Police Act**

The duties of police enumerated above shall be construed as if they are included in the respective State Police Act and any breach thereof shall entail consequences envisaged in that law.

17. **Claims Tribunal shall treat DAR as a claim petition for compensation under Section 166(4) of Motor Vehicles Act, 1988**

The Claims Tribunal shall treat the DAR filed by the Investigating Officer as a claim petition under Section 166(4) of the Motor Vehicles Act, 1988. However, where the Investigating Officer is unable to produce the claimant(s) on the first date of hearing, the Claims Tribunal shall initially register the DAR as a Miscellaneous Application which shall be registered as a claim petition after the appearance of the claimant(s). Where the claimant(s) have filed a separate claim petition, the DAR shall be tagged along with the claim petition. In cases where the charge sheet has not been filed at the time of filing of the DAR, the Claims Tribunal shall either await the filing of the charge sheet or record the statement of the eye witness(es) to satisfy itself with respect to the negligence before passing the award.

18. **Direction to the claimant(s) to open savings bank account near the place of their residence in a nationalized bank.**

The Claims Tribunal shall direct the claimant(s), on the very first date of their appearance, to open a savings bank account in a nationalized bank near the place of their residence and the concerned bank be directed to not issue any cheque book(s) and/or debit card(s) to the claimant(s) and if the same have already been issued, the bank be directed to cancel the same and make an endorsement on the passbook of the claimant(s) to the effect that no cheque book and/or debit card shall be issued to the claimant(s) without the permission of the Court. The claimant(s) be directed to produce the copy of the order passed by the Claims Tribunal before the concerned bank whereupon the bank be directed to make an endorsement on the passbook. The claimant(s) be directed to produce the passbook with the necessary endorsement as well as Aadhaar Card and PAN Card before the Claims Tribunal.

19. **In cases of charge of rash and negligent driving, the Claims Tribunal shall register the case under Section 166 of Motor Vehicles Act, 1988**

Where the Claims Tribunal finds that the DAR and in particular the report under Section 173 Cr.P.C. annexed to the DAR has brought a charge of rash and negligent driving, the Claims Tribunal shall register the claim case under Section 166 of the Motor Vehicles Act, 1988. However, in cases where the DAR does not bring a charge of negligence or the claimant(s) chose to claim compensation on No-fault basis despite the charge of negligence, the Claims Tribunal shall register the claim case under Section 163A of the Motor Vehicles Act, 1988.

20. **Duty of the Insurance Companies to appoint a Designated Officer within 10 days of the receipt of the copy of DAR**

Upon receipt of copy of the DAR, the Insurance Company shall appoint a Designated Officer for that case within 10 days of the receipt of the copy of DAR. The Designated Officer shall be responsible for dealing / processing of that case and to pass a reasoned decision in



writing with respect to the compensation payable to the claimant(s) in accordance with law.

21. **Duty of the Insurance Companies to appoint a Nodal Officer and intimate the Delhi Police.**

All the insurance companies shall appoint a Nodal Officer and intimate the name, address, phone numbers/mobile numbers and e-mail address of their Nodal Officer to DCP/CRO, Police Headquarters, Delhi Police who shall instruct all the Investigating Officers of Delhi Police dealing with the investigation of motor accident claims to send the intimation of the road accident(s) in **FORM-I** and DAR in **FORM-II** of MCTAP by e-mail to the Nodal Officer of the concerned Insurance Company.

22. **Duty of the Insurance Companies to get DAR verified by their Surveyor/Investigator**

The Insurance Companies are duty bound to verify the correctness/genuineness of every claim. The Insurance Companies shall direct their own officer(s) or appoint an investigator or surveyor to verify the accident within 20 days of the receipt of the copy of the DAR from the Investigating Officer. For example, in cases where the Insurance Companies receive the information of an accident relating to death within 48 hours, of the accident, a prompt visit by the officer/investigator/surveyor of the Insurance Company at the place of occurrence, cremation and residence of the deceased to verify the relevant facts and examine the documents at that time, would leave no scope for manipulation of the evidence at a later stage. Similarly, in the Injury Cases, the Insurance Company's officer/surveyor/investigator visit to the hospital at the initial stage would be helpful to verify the relevant documents.

The Designated Officer shall submit the report of the surveyor/investigator supported by an affidavit before the Claims Tribunal. If the statements made in the DAR are found to be incorrect, the Designated Officer shall send the copy of the report of the surveyor/investigator to the DCP concerned.

23. **Duty of Insurance Companies to process DAR and submit an offer for settlement within 30 days**

The Insurance Company shall examine the DAR and take a decision as to the quantum of compensation payable to the claimant(s) in accordance with law within 30 days of the date of receipt of the copy of DAR from the Investigating Officer. The decision taken by the Designated Officer of the Insurance Company shall be in writing and it shall be a reasoned decision. The report of the Designated Officer of the Insurance Company shall be in **FORM – III**.

24. **Consent award to be passed where claimant(s) accepts the offer of Insurance Company**

The compensation assessed by the Designated Officer of the Insurance Company shall constitute a legal offer to the claimant(s) and if the said amount is fair and acceptable to the claimant(s), the Claims Tribunal shall pass a consent award and shall provide 30 days time to the Insurance Company to make the payment of the award amount. However, before passing the consent award, the Claims Tribunal shall ensure that the claimant(s) are awarded just compensation in accordance with law. The Claims Tribunal shall also pass an order with respect to the disbursement of the shares of the claimant(s).

25. **Claimant(s) to respond to the offer of the Insurance Company within 30 days**

If the claimant(s) are not in a position to immediately respond to the offer of the Insurance Company, the Claims Tribunal shall grant them time not later than 30 days to respond to the said offer.

26. **Guidelines for assessment of functional disability of the claimant in Injury Cases**

26.1. All injuries or permanent disability arising from injuries do not result in loss of earning capacity.

26.2. The percentage of permanent disability with reference to the whole body of a person should not be mechanically assumed to be equal to the percentage of loss of earning capacity. The percentage of loss of earning capacity is not the same as the percentage of

permanent disability (except in cases, where the Tribunal on the basis of evidence, concludes that percentage of loss of earning capacity is the same as percentage of permanent disability).

26.3. The doctor, who treated or examined the injured-claimant and subsequently assessed the permanent disability, can give evidence of his medical opinion with regard to the extent of permanent disability. However, the percentage of loss of earning capacity is to be assessed by the Claims Tribunal taking in consideration various other factors as mentioned below.

26.4. The same percentage of permanent disability may result in different percentage of loss of earning capacity in different persons, depending upon the nature of profession, occupation or job, age, education and other relevant factors.

26.5. Ascertainment of the effect of the percentage of permanent disability on the actual earning capacity (percentage of loss of earning capacity) involves three steps:

- (i) The Tribunal has to first ascertain what activities the claimant could carry on in spite of the permanent disability and what he could not do as a result of the permanent disability (this is also relevant for awarding compensation under the head of loss of amenities of life).
- (ii) The second step is to ascertain his avocation, profession and nature of work before the accident, as also his age.
- (iii) The third step is to find out whether :
  - a) The claimant is totally disabled from earning any kind of livelihood, or
  - b) Whether in spite of the permanent disability, the claimant could still effectively carry on the activities and functions, which he was earlier carrying on, or
  - c) Whether he was prevented or restricted from discharging his previous activities and functions, but could carry on some other or lesser scale of activities and functions so that he continues to earn or can continue to earn his livelihood.

26.6. The Claims Tribunal may consider co-opting or taking the opinion of a medical expert from any Government Hospital for taking assistance in assessing the functional disability. However, cases in which medical expert is co-opted, should be taken up by a Claims Tribunal at a designated time so that the doctor is not made to wait. The proceedings for assessment of the functional disability of the claimant with the assistance of a medical expert should preferably be conducted in camera and counsel for insurance company and authorised representative of the insurance company be permitted to remain present.

26.7. The photographs of the injured portion should be taken on record in every injury case and a reasoned finding should be recorded in respect of the functional disability in terms of the principles laid down by the Supreme Court in *Raj Kumar v. Ajay Kumar*, (2011) 1 SCC 343.

26.8. The photographs of the injured portion of the claimant should be annexed to the award to enable the Appellate Court to peruse the same in the event of the award being challenged. However, the photographs should not be uploaded on the website of the Court.

26.9. In MAC.APP.1134/2017, this Court formed a Committee to frame guidelines for fixing the cost of artificial limbs for the victims of motor accidents. On 07<sup>th</sup> September, 2018 a list of cost of prosthetic limbs was prepared by the Committee was submitted to this Court which has been circulated to the Claims Tribunals vide order dated 07<sup>th</sup> September, 2018. The Claims Tribunal shall consider the same while awarding the cost of prosthetic limbs.

27. **Duty of the Claims Tribunal to elicit the truth**

Before passing the award on the basis of the DAR, the Claims Tribunal shall satisfy itself that the statements made in the DAR are true. DAR is merely an opinion of the Investigating Officer and is not to be treated as legal evidence. The DAR has to be considered like a charge sheet under Section 173 Cr.P.C. and the Claims Tribunal is duty bound to examine the DAR and satisfy itself with respect to the

genuineness of the claim as well as all the relevant facts. For example, in death case(s), the Claims Tribunal shall direct the claimant(s) to produce the original documents relating to age, occupation and income of the deceased from the legal representatives and an appropriate award shall be passed after the satisfaction of Claims Tribunal with respect to all the relevant facts. Similarly, in an injury case(s), the Claims Tribunal shall examine the injured and the relevant medical records to satisfy itself with respect to the nature of the injuries and percentage of the functional disability of the injured. The Claims Tribunal may also consider examining the parties under Section 165 of the Evidence Act. Reference be made to the judgement of this Court *Ved Prakash Kharbanda v. Vimal Bindal*, 198 (2013) DLT 555 for scope of Section 165 of the Evidence Act.

28. **In case of non-settlement, the Claims Tribunal shall conduct an enquiry and pass an award within 30 days**

If the offer of the Insurance Company is not fair or is not acceptable to the claimant(s) or if the Insurance Company has any defence available to it under law, the Claims Tribunal shall proceed to conduct an inquiry under Sections 168 and 169 of the Motor Vehicles Act, 1988 and shall pass an award within a period of 30 days thereafter. The Claims Tribunal shall follow the principles laid down in *Mayur Arora v. Amit*, 2011(1) TAC 878.

29. **Examination of the claimant(s) before passing of the award**

(i) The Claims Tribunal shall, before or at the time of passing of the award, examine the claimant(s) to ascertain their financial condition/needs, mode of disbursement and amount to be kept in fixed deposits.

(ii) The Claims Tribunal shall take on record the following documents from the claimant(s):

- (a) Aadhaar Card and PAN Card;
- (b) Details of the Bank Account(s) of the Claimant(s) near the place of their residence; and

(c) Two sets of photographs and specimen signatures of the claimant(s).

(iii) Before disbursement of the award amount, the Claims Tribunal shall satisfy that the savings bank account(s) of the claimant(s) is near the place of their permanent residence and an endorsement has been made by the bank on the passbook of the claimant(s) to the effect that no cheque book(s) and/or debit card(s) shall be issued to the claimant(s) without prior permission of the Claims Tribunal. If the claimant(s) bank account is not near the place of their permanent residence, the Claims Tribunal shall defer the disbursement of award amount till passbook(s) of savings bank account(s) of the claimant(s) in a nationalized bank near the place of their permanent residence is not produced along with necessary endorsement.

30. **Deposit of the award amount**

In the award, the Claims Tribunal shall specifically direct the Insurance Company and/or the owner/driver, as the case may be, to deposit the award amount or transfer the same by RTGS/NEFT/IMPS directly to the bank account of the Claims Tribunal.

The respondent held liable to pay compensation by the Claims Tribunal shall give notice of deposit of the compensation amount to the claimant(s) and shall file a compliance report with the Claims Tribunal with respect to the deposit of the compensation amount within 15 days of the deposit with the interest upto the date of notice of deposit to the claimant(s) with a copy to their counsel within 30 days of the award. The names and addresses of the claimant(s) and their counsel for issuance of notice of deposit shall be mentioned in the award.

At the time of passing of the award, the Claims Tribunal shall examine whether the claimant(s) are entitled to exemption of deduction of TDS and if so, the claimant(s) shall submit Form 15G or Form 15H (for senior citizen) to the Insurance Company so that no TDS is deducted. The Claims Tribunal shall record a finding on this aspect at the time of passing of the award.

31. **Disbursement of the award amount**

The Claims Tribunal shall disburse the award amount through ***Motor Accident Claims Tribunal Annuity Deposit (MACAD) Scheme*** formulated by this Court vide order dated 01<sup>st</sup> May, 2018 in FAO 842/2003. Copy of the ***Motor Accident Claims Tribunal Annuity Deposit (MACAD) Scheme*** is ***FORM – VIII***. The following 21 Banks are implementing the ***MACAD Scheme***. The names of the Bank implementing MACAD Scheme are as under:-

1. State Bank of India
2. Punjab National Bank
3. UCO Bank
4. Bank of Baroda
5. Allahabad Bank
6. Oriental Bank of Commerce
7. IDBI Bank
8. Indian Overseas Bank
9. Andhra Bank
10. Bank of India
11. Punjab & Sind Bank
12. Bank of Maharashtra
13. Canara Bank
14. Central Bank of India
15. Syndicate Bank
16. Corporation Bank
17. Dena Bank
18. Union Bank of India
19. United Bank of India
20. Indian Bank
21. Vijaya Bank

List of Banks along with the name of their Nodal Officer and their email address shall be submitted by Indian Bank Association to the Registrar General of this Court within four weeks whereupon the Registrar General shall circulate the same to all the Claims Tribunals.

32. **Protection of the award amount**

The Claims Tribunal shall, depending upon the financial status and financial need of the claimant(s), release such amount as may be considered necessary and direct the remaining amount to be kept in fixed deposits in a phased manner (for example, if a sum of Rs.5,50,000/- has been awarded to the claimant(s), Rs.50,000/- may be released immediately and the remaining amount of Rs.5,00,000/- may be kept in 50 fixed deposits of Rs.10,000/- each, in the name of the claimant(s), for the period of one month to 50 months respectively, with cumulative interest). The Claims Tribunal shall impose the following conditions 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 monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant(s) near the place of their residence.
- (d) 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.
- (e) No loan, advance, withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.
- (f) The concerned bank shall not to 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.

- (g) 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.
- (h) 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 (g) above.

33. **Claims Tribunal shall deal with the compliance of the provisions in the award**

- (i) The Claims Tribunal shall incorporate the summary of computation of compensation in **FORM - IVA** in the award of death cases and summary of computation of compensation in **FORM - IVB** in the award of injury cases.
- (ii) In order to implement the new provisions for payment of compensation to the victim of the road accident within 90 days to 120 days of the accident, in true letter and spirit, the Claims Tribunal shall deal with the compliance of the new provisions in the award, especially as to whether there has been any delay or deficiency on the part of the Investigating Officer of the Police and/or the Designated Officer of the Insurance Company. In the event of any delay or deficiency on the part of the Investigating Officer of the Police, the Claims Tribunal may consider recommending adverse entry to be made in the service record of the concerned officer. In case of delay or deficiency on the part of the Designated Officer of the Insurance Company, the Claims Tribunal may consider recommending adverse entry to be made in the service record of the concerned

officer or impose cost/penal interest to be recovered from the salary of the officer in default. The Claims Tribunal shall incorporate the compliance of the provisions of the *Modified Claims Tribunal Agreed Procedure* in the award in **FORM-V**.

34. **Claims Tribunal shall fix a date for reporting compliance**

- (i) The Claims Tribunal shall fix a date for reporting compliance in the award itself. The Claims Tribunal shall also direct the Insurance Company and/or driver or owner to place on record the proof of deposit of the compensation amount with upto date interest, the notice of deposit and the calculation of interest on the date so fixed. Upon such proof being filed, the Claims Tribunal shall ensure that the interest upto the date of notice of deposit has been deposited by the party concerned.
- (ii) If the award amount is not deposited within the stipulated period, the Claims Tribunal shall attach the bank account of the Insurance Company after 90 days of the award in terms of principles laid down in *New India Assurance Company Ltd. v. Kashmiri Lal*, (2005) 125 DLT 571.
- (iii) If the award of the Claims Tribunal is stayed by the High Court in appeal, the Claims Tribunal shall close the matter with liberty to the claimant(s) to revive it after the decision of the appeal.

35. **Copy of the DAR as well as the Award to be sent to the concerned Metropolitan Magistrate**

- (i) The Investigating Officer shall submit a copy of the DAR before the concerned Metropolitan Magistrate within one week of submitting the same before the Claims Tribunal. The Investigating Officer shall also submit the copy of the award passed by the Claims Tribunal before the concerned Metropolitan Magistrate within one week of the passing of the award.

- (ii) The Claims Tribunal shall also send a certified copy of the award passed by the Claims Tribunal to the concerned Metropolitan Magistrate.

36. **Copy of the award to be sent to the Delhi State Legal Services Authority**

The Claims Tribunal shall send a certified copy of the award to the Delhi State Legal Services Authority. In the event of delay in passing of the award caused due to delay or deficiency on the part of the Investigating Officer or the Designated Officer of the Insurance Company, the Delhi State Legal Services Authority shall take up the matter with the Police and/or Insurance Company, as the case may be.

37. **Written submissions to be filed by the parties before the Claims Tribunals**

The formats of the written submissions to be filed by the parties before the Claims Tribunals are attached to Modified Claims Tribunal Agreed Procedure as **FORM-VIA** or **FORM-VIB**, as the case may be.

38. **Record of awards of the Claims Tribunal**

The record of the awards passed by the Claims Tribunals shall be maintained in a chronological order according to the date of the award in such a manner that it is easy for the litigants/lawyers to ascertain whether the compensation has been received or not. The format of the record of the awards shall be in **FORM-VII**. The Claims Tribunals shall send the monthly compliance report to the Registrar General of this Court in **FORM-VIIA** and **FORM-VIIB**.

**FORMS**

**FORM- I**

**INTIMATION OF THE ROAD ACCIDENT BY THE INVESTIGATING OFFICER TO THE CLAIMS TRIBUNAL AND THE INSURANCE COMPANY**

1.	FIR No., date and under Section	
2.	Name of the Police Station	
3.	Date, time and place of the accident	
4.	Source of Information (Name, Address & Tel. No.) (a) Driver/Owner (b) Victim (c) Witness (d) Hospital/Medical Facility	
5.	Nature of the accident: (a) Whether resulted in death or injury or both? (b) Number of persons injured/died (c) In case of Injuries, whether simple or greivous?	
6.	Name and address of the injured/deceased	
7.	Details of the hospital where the victim(s) has been taken	
8.	Registration of the vehicle(s) involved in the accident	
9.	Name, address and contact no. of the owner of the offending vehicle(s)	
10.	Name, address and contact no. of the driver of the offending vehicle(s)	
11.	Insurance Policy Number of the offending vehicle(s)	
12.	Period of Insurance Policy of the offending vehicle(s)	
13.	Name and address of the Insurance Company of the offending vehicle(s)	
14.	Name and contact no. of the Investigating Officer	

S.H.O./I.O. ....

P.S. ....

Date.....

Enclosed- Copy of the FIR

**FORM- II**  
**DETAILED ACCIDENT REPORT (DAR)**

<b>PART - I</b>		
<b><u>PARTICULARS OF THE ACCIDENT</u></b>		
S. No.		
1.	FIR No., date and under Section	
2.	Name of the Police Station	
3.	Offences as per report under Section 173 CrPC	
4.	Date, time and place of accident	
5.	Who reported the accident to the Police? (Give name, address & contact no.) (a) Driver/Owner (b) Victim (c) Witness (d) Hospital/Medical facility	
6.	Name of the person who took the victim to the hospital, name of the hospital and at what time	
7.	Whether any hospital denied treatment to the victim?	
8.	Nature of the accident: (a) Whether resulted in death or injury or both? (b) Number of persons injured/died	
9.	Particulars of the offending vehicle(s)	
10.	Number of persons in the offending vehicle(s)	
11.	Whether the victim was: (a) Pedestrian/ bystander (b) Cyclist (c) Scooterist (d) Travelling in a vehicle. If so, whether at driving seat, back seat, front seat, side car, travelling at rear guard cargo area, etc. (e) Victim's vehicle no. (f) No. of persons in the victim's vehicle	

12.	Name and contact no. of the Investigating Officer	
13.	Names of witness(es) of the accident	
14.	Brief description of the accident	
<b>PART- II SITE PLAN</b>		
15.	Date of preparation of the site plan	
16.	<p><b><u>Site Plan shall indicate:</u></b></p> <ul style="list-style-type: none"> <li>(i) Place of accident</li> <li>(ii) Position of vehicle(s)</li> <li>(iii) Position of victim(s)</li> <li>(iv) Skid marks</li> <li>(v) Road – Whether one way or two way</li> <li>(vi) Lane in which the accident took place</li> <li>(vii) Permissible speed limit on the road at the site of the accident</li> <li>(viii) Whether presence of police officer, road markings, warning sign, stop sign were there?</li> <li>(ix) Location of zebra crossing or pedestrian zone</li> <li>(x) Whether near traffic lights? If so, whether functional?</li> <li>(xi) Distance of speed breakers, if any, from the spot of accident</li> <li>(xii) Width and type of road – national highway/city road/expressway/rural road, etc.</li> <li>(xiii) <u>Direction of the vehicle(s):</u> <ul style="list-style-type: none"> <li>(a) Same direction (rear end)</li> <li>(b) Same direction (side swipe)</li> <li>(c) Right angle</li> <li>(d) Opposite direction (angular)</li> <li>(e) Opposite direction side swipe</li> <li>(f) Struck parked vehicle</li> <li>(g) Left turn</li> <li>(h) U-turn reversing.</li> </ul> </li> <li>(xiv) <u>Directions of movement of the vehicle(s)</u></li> </ul>	

	<ul style="list-style-type: none"> <li>(a) North</li> <li>(b) East</li> <li>(c) South</li> <li>(d) West</li> </ul>	
	<p>(xv) <u>Road Divided by</u></p> <ul style="list-style-type: none"> <li>(a) Barrier Median</li> <li>(b) Curbed Median</li> <li>(c) Grass Median</li> <li>(d) Painted Median</li> <li>(e) None</li> </ul>	
	<p>(xvi) <u>Light Condition</u></p> <ul style="list-style-type: none"> <li>(a) Daylight</li> <li>(b) Dusk</li> <li>(c) Dark (No Street Lights)</li> <li>(d) Dark (Street Lights On, Spot)</li> <li>(e) Dawn</li> <li>(f) Dark (Street Lights Off)</li> <li>(g) Dark (Street Lights On, Continuous)</li> </ul>	
	<p>(xvii) <u>Visibility/Environmental Condition</u></p> <ul style="list-style-type: none"> <li>(a) Clear</li> <li>(b) Fog/Smog/Smoke</li> <li>(c) Snow</li> <li>(d) Severe Crosswinds</li> <li>(e) Rain</li> <li>(f) Blowing Sand or Dirt</li> <li>(g) Sun Glare</li> </ul>	
	<p>(xviii) <u>Road Character</u></p> <ul style="list-style-type: none"> <li>(a) Straight and Level</li> <li>(b) Straight and Grade</li> <li>(c) Straight and Hillcrest</li> <li>(d) Curve and Level</li> <li>(e) Curve and Grade</li> <li>(f) Curve and Hillcrest</li> <li>(g) Under construction/maintenance</li> </ul>	
	<p>(xix) <u>Road Surface Type</u></p> <ul style="list-style-type: none"> <li>(a) Concrete</li> <li>(b) Blacktop</li> <li>(c) Gravel</li> <li>(d) Steel Grid</li> <li>(e) Dirt</li> <li>(f) Pot Holes</li> <li>(g) Cave in</li> <li>(h) Construction Material on Road</li> </ul>	
	<p>(xx) <u>Road Surface Condition</u></p> <ul style="list-style-type: none"> <li>(a) Dry</li> <li>(b) Wet</li> </ul>	

	<ul style="list-style-type: none"> <li>(c) Snowy</li> <li>(d) Water (standing /moving)</li> <li>(e) Sand, mud, dirt</li> <li>(f) Oil</li> </ul> <p>(xxi) <u>Airbag Deployment</u></p> <ul style="list-style-type: none"> <li>(a) Front</li> <li>(b) Side</li> <li>(c) Multiple</li> <li>(d) None</li> </ul> <p>(xxii) <u>Ejection from Vehicle</u></p> <ul style="list-style-type: none"> <li>(a) Not ejected</li> <li>(b) Ejected</li> <li>(c) Partial Ejection</li> <li>(d) Trapped</li> </ul> <p>(xxiii) <u>Temporary Traffic Zone</u></p> <ul style="list-style-type: none"> <li>(a) None</li> <li>(b) Construction zone</li> <li>(c) Maintenance Zone</li> <li>(d) Utility Zone</li> <li>(e) Incident Zone</li> </ul> <p>(xxiv) <u>Total Number of entities involved in the crash</u></p> <p><u>Crash Type:</u></p> <p>With other motor vehicle as first event:</p> <ul style="list-style-type: none"> <li>(a) Same Direction (Rear End)</li> <li>(b) Same Direction (Slide Sweep)</li> <li>(c) Right Angle</li> <li>(d) Opposite Direction (Hereon, Angular)</li> <li>(e) Opposite Direction (Slide Sweep)</li> <li>(f) Struck Parked Vehicle</li> <li>(g) Left Turn/U Turn</li> <li>(h) Backing</li> <li>(i) Encroachment</li> </ul> <p>With below as first event:</p> <ul style="list-style-type: none"> <li>(a) Overtum</li> <li>(b) Fixed Object</li> <li>(c) Animal</li> <li>(d) Pedestrian</li> <li>(e) Pedal Cyclist</li> <li>(f) Non-fixed Object</li> <li>(g) Railcar Vehicle</li> </ul>	
<p><b>PART – III</b></p> <p><b><u>PARTICULARS OF THE DRIVER(S)</u></b></p> <p><b>(In case of more than one driver, submit separate Part III for each driver)</b></p>		
17.	Name, address and contact no. of the driver	



18.	Age	
19.	Gender	
20.	Education	
21.	Occupation	
22.	Family	
23.	Income (monthly)	
24.	Account No. with name and address of the Bank in which the driver is maintaining his account	
25.	<u>Driving licence:</u> (a) Driving Licence No. (b) Whether learner licence? (c) Period of validity (d) Issued by (e) Class of vehicle (f) Whether licence suspended or cancelled?	
26.	<u>In case of learner's licence:</u> (a) Whether driving under supervision (b) Whether driving with lapsed learner licence	
27.	Whether driver is the owner/paid driver/otherwise?	
28.	Whether driving with the knowledge / consent of the owner?	
29.	Whether driving under influence of alcohol/drugs? Whether finding based on scientific report?	
30.	(a) Whether the driver reported the accident to the police/family of the victim? (b) Whether the driver took the victim to the hospital? (c) Whether the driver visited the victim at the hospital? (d) Whether the driver remained at the spot till arrival of the police? (e) Whether the driver removed the offending vehicle from the spot till the arrival of the police?	

	(f) Whether the driver paid compensation/medical compensation to the victim/his family? (g) Whether the driver co-operated in investigation? (h) Whether the driver suffered injuries in the accident? (i) Whether the driver discharged duty under Section 132 & 134 of the MV Act, 1988? If not, whether the driver has been prosecuted under Section 187 MV Act, 1988?	
31.	Whether the driver fled from the spot? If so, the date on which he appeared before the police/Court or was arrested?	
32.	Any other relevant information relating to the driver	
<b>PART - IV</b> <b><u>PARTICULARS OF THE OFFENDING VEHICLE (S)</u></b> <b>(In case of more than one vehicle, submit separate Part IV for each vehicle)</b>		
33.	(a) Registration No. (b) Colour (c) Make (d) Model (e) Year (f) Engine No. (g) Chasis No. (h) Address of the Registering Authority (i) Private or Commercial (public service vehicle, goods carriage/educational institution bus)	
34.	Name, address, occupation and contact number of the owner: (a) In case of company, person in charge in terms of Section 199 of the MV Act, 1988 (b) In case of sale of the vehicle, give particulars of the purchaser and date of transfer	
35.	In case of commercial vehicle: (a) Particulars of fitness (b) Particulars of permit	
36.	Whether driver employed on monthly or daily basis? Attach	

	the proof of employment of driver such as appointment letter, salary slip, duty register or other relevant documents	
37.	In case the driver fled from the spot, did the owner produce the driver before the police? If so, when? Attach the copy of the notice under Section 133 MV Act, 1988 and its reply.	
38.	Whether the owner reported the accident to the Insurance Company? If so, when?	
39.	Whether the owner co-operated in the investigation?	
40.	(a) Whether the owner discharged his duties under Section 133 and 134 MV Act, 1988? If not, whether the owner prosecuted under Section 187 MV Act, 1988?	
41.	In the case of un-insured vehicle: (a) Whether the owner/driver/person who caused or allowed the un-insured vehicle to be driven prosecuted under Section 196 of the MV Act, 1988? (b) Whether the owner/driver paid any amount to the victim or his family? Give particulars, if available.	
<b>PART – V</b>		
<b><u>PARTICULARS OF THE INSURANCE OF THE VEHICLE(S)</u></b>		
42.	Policy Number	
43.	Period of policy	
44.	Issued by (give name and address of the Insurance Company)	
45.	Nature of policy i.e. Third party or comprehensive	
46.	Name, address and contact number of the Designated Officer of the Insurance Company	
47.	Date of intimation of the accident by the Investigating Officer to the Insurance Company	
48.	Date of appointment of the Designated Officer by the Insurance Company	
49.	Account no. with name and address of the Bank in which the Insurance company is having its account	
<b>PART – VI</b>		
<b><u>MECHANICAL INSPECTION OF ALL VEHICLES INVOLVED IN THE ACCIDENT</u></b>		

50.	Name and qualification of the Mechanical Officer	
51.	Date of mechanical inspection of the Vehicle(s)	
52.	Date of mechanical inspection report(s)	
53.	Whether the mechanical inspection report is in terms of Annexure –A? If not, give reasons thereof.	
54.	Whether any delay in mechanical inspection or submitting report? If yes, give reasons thereof.	
<b>PART – VII</b>		
<b><u>IMPACT OF THE ACCIDENT ON THE VICTIM(S)</u></b>		
<b>(In case of more than one victim, submit separate Part VII for each victim)</b>		
55.	<b><u>Death Cases:</u></b> (a) Name and address of the deceased (b) Age (c) Gender (d) Education (e) Occupation (f) Income (monthly) (g) Legal heirs/Guardian: (i) Name (ii) Relationship (iii) Age (iv) Address (v) Contact No.	
56.	<b><u>Injury Cases:</u></b> (a) Name and address of injured (b) Age (c) Gender (d) Education (e) Occupation (f) Income (monthly) (g) Details of family/dependents of the victim. (h) MLC No. (i) Nature of injuries (j) Name of hospital(s) where injured treated? (k) Whether victim refused medical treatment	

	(l) Period of hospitalization (m) Period of treatment (n) Whether treatment continuing (o) Name, address and contact number of the doctor(s) who treated the injured (p) Whether injured underwent any surgery(s)? If so, give particulars. (q) Whether suffered any permanent disability? If yes, give details. (r) Expenditure incurred on treatment, conveyance, special diet, attendant etc. Give details. (s) Whether the injured got reimbursement of medical expenses from his employer or under a mediclaim policy. If yes, give details. (t) Whether the injured provided cashless treatment by the Insurance Company? If yes, give details.	
57.	Any other relevant information	
<b>PART - VIII</b>		
<b><u>APPARENT CONTRIBUTING CIRCUMSTANCES</u></b>		
58.	Driving without valid driving licence	
59.	Driving while disqualified	
60.	Learner driving without supervision	
61.	Vehicle not insured	
62.	Driving a stolen vehicle	
63.	Vehicle taken out without the consent of the owner	
64.	Driving dangerously or at excessive speed	
65.	Under the influence of alcohol or drugs. If yes, give quantity/parameters/recovery	
66.	Dangerously loaded vehicle	
67.	Parking on the wrong side of the road	
68.	Parking at prohibited places	
69.	Non-observance of traffic rules	
70.	Poorly maintained vehicle	
71.	Fake/forged driving license	

72.	Previous conviction(s)/past history	
73.	<p><b><u>Driving Aggressively:</u></b></p> <ul style="list-style-type: none"> <li>(a) Jumped red light</li> <li>(b) Abrupt braking.</li> <li>(c) Neglected to keep to the left of the road</li> <li>(d) Driving criss-cross</li> <li>(e) Driving too close to the vehicle in front</li> <li>(f) Persistent inappropriate attempts to overtake</li> <li>(g) Cutting in after overtaking</li> <li>(h) Racing/competitive driving</li> <li>(i) Crossing speed limit</li> <li>(j) Disregarding any warnings</li> <li>(k) Driving on the wrong side</li> <li>(l) Overtaking where prohibited</li> <li>(m) Driving with loud music</li> <li>(n) Improper reversing</li> <li>(o) Improper passing</li> <li>(p) Improper turning</li> <li>(q) Driving in no entry hours</li> <li>(r) Not slowing down at crossing/road junction</li> <li>(s) Turning without indication</li> <li>(t) Not respecting stop sign on road surface</li> <li>(u) Not respecting right of way to pedestrian</li> <li>(v) Using mobile phone while driving</li> </ul>	
74.	<p><b><u>Irresponsible behaviour:</u></b></p> <ul style="list-style-type: none"> <li>(a) Failing to stop after accident</li> <li>(b) Ran away from the spot after leaving the vehicle</li> <li>(c) Destruction or attempt to destroy the evidence.</li> <li>(d) Falsely claiming that one of the victims was responsible for the accident</li> <li>(e) Trying to throw the victim off the bonnet of the vehicle by swerving in order to escape</li> <li>(f) Causing death/injury in the course of dangerous driving post commission of crime or chased by police in an attempt to avoid detection or</li> </ul>	

	<p>apprehension.</p> <p>(g) Offence committed while the offender was on bail.</p> <p>(h) Misled the investigation</p> <p>(i) Post accident road rage behaviour. If yes, give details.</p>	
75.	Any other contributing factor	
<b>PART – IX</b>		
<b><u>OTHER OFFENCES COMMITTED AT THE SAME TIME</u></b>		
76.	<p>(a) Sections 3/181- Driving without licence</p> <p>(b) Sections 4/181- Driving by minor</p> <p>(c) Sections 5/181- Allowing unauthorized person to drive</p> <p>(d) Sections 56/192- Without fitness</p> <p>(e) Sections 66(1)/192A – Without permit</p> <p>(f) Sections 112/183(1)- Over speed</p> <p>(g) Sections 113/194- Over loading</p> <p>(h) Sections 119/177- Jumping red light</p> <p>(i) Sections 119/277- Violation of mandatory signs (One way, No right turn, No left turn)</p> <p>(j) Sections 122/177- Improper obstructive parking</p> <p>(k) Sections 146/196 Without insurance</p> <p>(l) Section 177/RRR17(1)- Violation of “One way”</p> <p>(m) Section 177/RRR29- Carrying High/Long Load</p> <p>(n) Section 177/CMVR 138(3) - Not using seat belt</p> <p>(o) Section 177/RRR6- Violation of “No overtaking”</p> <p>(p) Section 177/CMVR 105- Without light after sunset</p> <p>(q) Section 179- Misbehavior with police officer</p> <p>(r) Section 184- Driving dangerously</p> <p>(s) Section 184- Using mobile phone while driving</p> <p>(t) Section 185- Drunken driving/under influence of drugs</p> <p>(u) Section 187- Violation of Sections 132(1)(c), 133 and 134</p> <p>(v) Any other offence</p>	
<b>PART – X</b>		
<b><u>DIRECTIONS REQUIRED FROM CLAIMS TRIBUNAL</u></b>		
77.	The driver(s) involved in the accident has not furnished	

	<p>information mentioned in Serial No. _____ [Serial Nos.18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30 and 41(b) of Part III of FORM-II] and the documents mentioned in Serial No. _____ [Serial Nos.91, 92, 93, 94, 95, 96, 97 of Part XI of FORM-II].</p> <p>The driver(s) may be directed to furnish the requisite information on affidavit along with the original documents before the Claims Tribunal. (Copy of the letter demanding the information/documents be attached)</p>	
78.	<p>The owner(s) of the vehicles involved in the accident has not furnished the information mentioned in Serial No. _____ [Serial Nos.34, 35, 36, 38, 40 and 41(b) of Part IV of FORM-II] and has not produced the documents mentioned in Serial No. _____ [Serial Nos.92, 93, 94, 95, 96 and 97 of Part XI of FORM-II.]</p> <p>The owner(s) may be directed to furnish the requisite information on an affidavit along with the original documents before the Claims Tribunal. (Copy of the letter demanding the information/documents be attached)</p>	
79.	<p>The Insurance Company has failed to disclose information in Serial No. _____ [Serial Nos.46, 47, 48, 49 of Part V of FORM-II.]</p> <p>The Insurance Company may be directed to furnish the requisite information on an affidavit along with the original documents before the Claims Tribunal. (Copy of the letter demanding the information/documents be attached)</p>	
80.	<p>The claimant(s) have failed to disclose the information mentioned in Serial No. _____ [Serial Nos.55 and 56 of Part VII of FORM-II] and furnish the documents mentioned in Serial No. _____ [Serial Nos.101 and 102 of Part XI of FORM-II.]</p> <p>The claimant(s) may be directed to disclose the requisite information on an affidavit along with the original documents before the Claims Tribunal. (Copy of the letter demanding the information/documents be attached)</p>	



81.	The registration authority have failed to verify documents (registration certificate, driving licence, fitness and permit) within 15 days of the application in terms of Clause 5 of the Modified Claims Tribunal Agreed Procedure and, therefore, necessary directions be issued to the registration authority to produce the same before the Claims Tribunal. (Copy of the letter demanding the information/documents be attached)	
82.	_____ Hospital has failed to issue (MLC/Post Mortem Report) within 15 days of the accident in terms of Clause 6 of the MCTAP and, therefore, the necessary directions be issued to the Hospital to produce the same before the Claims Tribunal. (Copy of the letter demanding the information/documents be attached)	
83.	Specify any other direction that may be necessary.	
<b>PART – XI</b> <b><u>RELEVANT DOCUMENTS TO BE ATTACHED</u></b>		
84.	First Information Report	
85.	Site plan in terms of [Serial No.16 of Part II of FORM-II]	
86.	Photographs of the scene of accident from all angles.	
87.	Photographs of all the vehicles involved in the accident from all angles	
88.	Photograph and admitted signature of the driver(s) of the offending vehicle(s)	
89.	Photograph and specimen signature of the owner(s) of the offending vehicle(s)	
90.	Mechanical Inspection Report in format of Annexure A.	
91.	Driving license of the driver of offending vehicle(s)	
92.	Proof of employment of driver such as appointment letter, salary slips, duty register etc.	
93.	Registration certificate of the offending vehicle(s)	
94.	In case of transfer of vehicle, sale documents, possession letter or any other document relating to transfer, if any	
95.	Insurance Policy of the offending vehicle(s)	
96.	Permit (for commercial vehicle)	
97.	Fitness Certificate (for commercial vehicle)	

98.	Report under Section 173 Cr.P.C.	
99.	Statements of the witnesses recorded by the police	
100.	Scientific report, if the driver was under the influence of liquor/drugs	
101.	<p><b><u>In case of Death</u></b></p> <p>(a) Post Mortem Report</p> <p>(b) Death certificate</p> <p>(c) Photograph and proof of the identity of the deceased</p> <p>(d) Proof of age of the deceased which may be in form of :</p> <p>(i) Birth certificate</p> <p>(ii) School certificate</p> <p>(iii) Certificate from Gram Panchayat (in case of illiterate)</p> <p>(e) Proof of Occupation and income of the deceased which may be in form of :</p> <p>(i) Pay slip/salary certificate for salaried employees.</p> <p>(ii) Bank statements of the last six months.</p> <p>(iii) Income Tax Returns</p> <p>(iv) Balance Sheets</p> <p>(f) Proof of the legal representatives of the deceased</p> <p>(i) Names</p> <p>(ii) Age</p> <p>(iii) Address</p> <p>(iv) Relationship</p> <p>(v) Contact no.</p> <p>(g) Photographs, specimen signatures attested by the bank and identity proof of the legal representatives of the deceased</p> <p>(h) Treatment record, medical bills and other expenditure</p> <p>(i) Bank Account no. of the legal representatives of the deceased with name and address of the bank</p>	
102.	<p><b><u>In case of Injury</u></b></p> <p>(a) MLC</p> <p>(b) Multi angle photographs of the injured</p> <p>(c) Photographs, specimen signatures attested by the bank and identity proof of the injured</p> <p>(d) Proof of age of the injured which may be in form of :</p> <p>(i) Birth certificate</p> <p>(ii) School certificate</p> <p>(iii) Certificate from Gram Panchayat (in case of illiterate)</p> <p>(e) Proof of occupational income of the injured at the time of the accident which may be in form of:</p> <p>(i) Pay slip/salary certificate for salaried employees.</p>	

	<ul style="list-style-type: none"> <li>(ii) Bank statements of the last six months of the deceased.</li> <li>(iii) Income Tax Returns</li> <li>(iv) Balance Sheets</li> </ul> <p>(f) Treatment record, medical bills and other expenditure – In case of long term treatment, the SHO/IO shall also record the details so that the claimant may furnish documents before the Claims Tribunal.</p> <p>(g) Disability certificate</p> <p>(h) Proof of absence from work where loss of income on account of injury is being claimed, which may be in the form of:</p> <ul style="list-style-type: none"> <li>(i) Certificate from the employer</li> <li>(ii) Extracts from the attendance register</li> </ul> <p>(i) Proof of reimbursement of medical expenses by employer or under a Mediclaim policy, if taken</p>	
103.	Copy of the letter of the Investigating Officer demanding the relevant information/documents from the driver as mentioned in Serial No.77 above	
104.	Copy of the letter of the Investigating Officer demanding the relevant information/documents from the owner as mentioned in Serial No.78 above	
105.	Copy of the letter of the Investigating Officer demanding the relevant information/documents from the Insurance Company as mentioned in Serial No.79 above	
106.	Copy of the letter of the Investigating Officer demanding the relevant information/documents from the claimant(s) as mentioned in Serial No.80 above	
107.	Copy of the letter of the Investigating Officer demanding the relevant information/documents from the registration authorities as mentioned in Serial No.81 above	
108.	Copy of the letter of the Investigating Officer demanding the relevant information/documents from the hospital as mentioned in Serial No.82 above	
109.	Any other relevant document(s)	
<b>VERIFICATION</b> Verified at _____ on this _____ of _____, that the contents of the above report are true and correct as per information and documents gathered during investigation.		
Station House Officer (Name and Stamp)		
Assistant Commissioner of Police (Name and Stamp)		

**ANNEXURE 'A' TO DETAILED ACCIDENT REPORT (DAR)**  
**FORMAT OF THE MECHANICAL INSPECTION REPORT**  
**(Submit separate Mechanical Inspection Report for each vehicle)**

	<ol style="list-style-type: none"> <li>1. Case FIR No.</li> <li>2. Under Section</li> <li>3. Police Station</li> <li>4. Registration No. of the vehicle</li> <li>5. Make, Model Name, Colour &amp; Type of Vehicle</li> <li>6. In case of HTV/MGV/LGV             <ol style="list-style-type: none"> <li>(a) Whether Lateral Under Run Protective Device (LUPD) &amp; Rear Under Run Protective Device (RUPD) installed? (For vehicle weighing 3.5 ton or more)</li> <li>(b) Whether speed governor installed &amp; functional or otherwise?</li> </ol> </li> <li>7. In case of commercial vehicle :             <ol style="list-style-type: none"> <li>(a) Particulars of fitness</li> <li>(b) Particulars of permit</li> </ol> </li> <li>8. Point of impact and damage</li> <li>9. Mechanical condition of the vehicle</li> <li>10. Paint marks (if any)</li> <li>11. Condition of braking System i.e. working or not?</li> <li>12. Whether the vehicle fitted with Anti-lock Braking System (ABS)?             <ol style="list-style-type: none"> <li>(a) If yes, whether it is functioning or not?</li> <li>(b) Whether trials regarding skid marks of ABS fitted vehicle have been carried out to estimate the speed of the vehicle</li> </ol> </li> <li>13. Whether vehicle modified by             <ol style="list-style-type: none"> <li>(a) Installing CNG/LPG Kit</li> <li>(b) Change of vehicle body</li> </ol> </li> <li>14. Condition of tyres -- whether original or retreaded?</li> <li>15. Whether horn was installed and functional?</li> <li>16. Whether the brake lights &amp; other lights functional?</li> <li>17. Condition of safety bags in the vehicle</li> <li>18. Whether the vehicle properly maintained</li> </ol>	
--	---	--

	<p>19. Whether the vehicle had faulty number plate?</p> <p>20. Whether the vehicle had tinted glasses?</p> <p>21. If the vehicle was educational institution bus, whether the vehicle was fitted with the doors that can be shut and whether the vehicle had a suitable inscription to indicate that they are in the duty of an educational institute, as per the guidelines laid down in <i>M.C. Mehta v. Union of India</i>, (1998) 1 SCC 676 and <i>M.C. Mehta v. Union of India</i>, (1999) 1 SCC 413?</p> <p>22. Details of damage on the vehicle</p>	
Date: Stamp)	<p style="text-align: right;">Mechanical Officer (Name &amp; Stamp)</p> <p style="text-align: right;">SHO (Name &amp;</p>	

**FORM- III**  
**REPORT OF THE DESIGNATED OFFICER**  
**OF THE INSURANCE COMPANY**  
 (To be filed within 30 days of the receipt of the copy of the  
 DAR from the Investigating Officer)

**PART-I**  
**DETAILS OF THE CASE**

1.	Date of the accident	
2.	Date of intimation of the accident by the Investigating Officer to the Insurance Company	
3.	Date of receipt of DAR from the Investigating Officer	
4.	Date of appointment of the Designated Officer by the Insurance Company	
5.	Name and particulars of the Designated Officer	
6.	Date of appointment of the Surveyor/Investigator by the Insurance Company	
7.	Name and particulars of the Surveyor/Investigator	
8.	Date of report of the Surveyor/Investigator	
9.	Date of decision of the Designated Officer	
10.	Date of submission of the report of the Designated Officer before the Claims Tribunal	
11.	Whether the report has been filed within 30 days of the receipt of DAR? If no, give reasons.	
<b><u>PART-II</u></b> <b><u>COMPUTATION OF COMPENSATION IN DEATH CASES</u></b>		
12.	Name of the deceased	
13.	Age of the deceased	
14.	Occupation of the deceased	
15.	Income of the deceased	
16.	Name, age and relationship of legal representatives of deceased	

17.	Documents considered	
	(i) Proof of age	
	(ii) Proof of occupation and income	
	(iii) Proof of age of legal representative	
	(iv) Other relevant documents	
18.	Computation of compensation	
	(i) Income of the deceased (A)	
	(ii) Add-Future Prospects (B)	
	(iii) Less-Personal expenses of the deceased (C)	
	(iv) Monthly loss of dependency [(A+B) - C = D]	
	(v) Annual loss of dependency (D x 12)	
	(vi) Multiplier (E)	
	(vii) Total loss of dependency (D x 12 x E = F)	
	(ix) Compensation for loss of consortium (G)	
	(x) Compensation for loss of estate (H)	
	(xi) Compensation towards funeral expenses (I)	
	<b>TOTAL COMPENSATION (G + H + I)</b>	
<b><u>PART-III</u></b>		
<b><u>COMPUTATION OF COMPENSATION IN INJURY CASES</u></b>		
19.	Name of the victim	
20.	Age of the victim	
21.	Occupation of the victim	
22.	Income of the victim	
23.	Nature of injury	

24.	Medical treatment taken by the victim	
25.	Whether any permanent disability? If yes, give details.	
26.	Computation of compensation	
	<b>Pecuniary Loss:</b>	
	(i) Expenditure on treatment	
	(ii) Expenditure on conveyance	
	(iii) Expenditure on special diet	
	(iv) Cost of nursing/attendant	
	(v) Loss of earning capacity	
	(vi) Loss of income	
	(vii) Any other loss which may require any special treatment or aid to the injured for the rest of his life	
	<b>Non-Pecuniary Loss:</b>	
	(viii) Compensation for mental and physical shock	
	(ix) Pain and suffering	
	(x) Loss of amenities of life	
	(xi) Disfiguration	
	(xii) Loss of marriage prospects	
	(xiii) Loss of earning, inconvenience, hardships, disappointment, frustration, mental stress, dejection and unhappiness in future life etc.	
	<b>TOTAL COMPENSATION</b>	



Verification:

Verified at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ that the contents of the above report are true and correct. I am well conversant with the principles of computation of compensation and have applied the same to compute the compensation.

DESIGNATED OFFICER

**FORM – IVA**  
**SUMMARY OF COMPUTATION OF AWARD AMOUNT IN DEATH CASES**  
**TO BE INCORPORATED IN THE AWARD**

1. Date of accident.....
2. Name of the deceased.....
3. Age of the deceased.....
4. Occupation of the deceased.....
5. Income of the deceased.....
6. Name, age and relationship of legal representatives of deceased:

S. No.	Name	Age	Relation
(i)			
(ii)			
(iii)			
(iv)			
<b>Computation of Compensation</b>			
S.No.	Heads	Awarded by the Claims Tribunal	
7.	Income of the deceased (A)		
8.	Add-Future Prospects (B)		
9.	Less-Personal expenses of the deceased (C)		
10.	Monthly loss of dependency [(A+B) – C = D]		

11.	Annual loss of dependency ( <b>D x 12</b> )	
12.	Multiplier ( <b>E</b> )	
13.	Total loss of dependency ( <b>D x 12 x E = F</b> )	
14.	Medical Expenses ( <b>G</b> )	
15.	Compensation for loss of consortium ( <b>H</b> )	
16.	Compensation for loss of estate ( <b>I</b> )	
17.	Compensation towards funeral expenses ( <b>J</b> )	
18.	<b>TOTAL COMPENSATION</b> ( <b>F + G + H + I + J =K</b> )	
19.	<b>RATE OF INTEREST AWARDED</b>	
20.	Interest amount up to the date of award ( <b>L</b> )	
21.	Total amount including interest ( <b>K+L</b> )	
22.	Award amount released	
23.	Award amount kept in FDRs	
24.	Mode of disbursement of the award amount to the claimant(s).	
25.	Next Date for compliance of the award.	

**FORM-IVB**  
**SUMMARY OF THE COMPUTATION OF AWARD AMOUNT IN INJURY CASES**  
**TO BE INCORPORATED IN THE AWARD**

1. Date of accident.....
2. Name of the injured.....
3. Age of the injured .....
4. Occupation of the injured .....
5. Income of the injured .....
6. Nature of injury.....
7. Medical treatment taken by the injured .....
- .....
8. Period of hospitalization.....
9. Whether any permanent disability? If yes, give details.....
- .....

10.	<b>Computation of Compensation</b>	
<b>S.No.</b>	<b>Heads</b>	<b>Awarded by the Tribunal</b>
11.	<b>Pecuniary Loss:</b>	
(i)	Expenditure on treatment	
(ii)	Expenditure on conveyance	
(iii)	Expenditure on special diet	

(iv)	Cost of nursing/attendant	
(v)	Loss of earning capacity	
(vi)	Loss of income	
(vii)	Any other loss which may require any special treatment or aid to the injured for the rest of his life	
12.	<b>Non-Pecuniary Loss:</b>	
(i)	Compensation for mental and physical shock	
(ii)	Pain and suffering	
(iii)	Loss of amenities of life	
(iv)	Disfiguration	
(v)	Loss of marriage prospects	
(vi)	Loss of earning, inconvenience, hardships, disappointment, frustration, mental stress, dejection and unhappiness in future life etc.	
13.	<b>Disability resulting in loss of earning capacity:</b>	
(i)	Percentage of disability assessed and nature of disability as permanent or temporary	
(ii)	Loss of amenities or loss of expectation of life span on account of disability	
(iii)	Percentage of loss of earning capacity in relation to disability	
(iv)	Loss of future Income - (Income x % Earning Capacity x Multiplier)	
14.	<b>TOTAL COMPENSATION</b>	

15.	<b>INTEREST AWARDED</b>	
16.	Interest amount up to the date of award	
17.	Total amount including interest	
18.	Award amount released	
19.	Award amount kept in FDRs	
20.	Mode of disbursement of the award amount to the claimant(s).	
21.	Next Date for compliance of the award.	

**FORM - V**  
**COMPLIANCE OF THE PROVISIONS OF THE MODIFIED**  
**CLAIMS TRIBUNAL AGREED PROCEDURE TO BE MENTIONED**  
**IN THE AWARD**

1.	Date of the accident	
2.	Date of intimation of the accident by the Investigating Officer to the Claims Tribunal.	
3.	Date of intimation of the accident by the Investigating Officer to the Insurance Company.	
4.	Date of filing of Report under Section 173 Cr.P.C. before the Metropolitan Magistrate.	
5.	Date of filing of Detailed Accident Information Report (DAR) by the Investigating Officer before Claims Tribunal.	
6.	Date of service of DAR on the Insurance Company.	
7.	Date of service of DAR on the claimant(s).	
8.	Whether DAR was complete in all respects?	
9.	If not, whether deficiencies in the DAR removed later on?	
10.	Whether the police has verified the documents filed with DAR?	
11.	Whether there was any delay or deficiency on the part of the Investigating Officer? If so, whether any action/ direction warranted?	
12.	Date of appointment of the Designated Officer by the Insurance Company.	
13.	Name, address and contact number of the Designated Officer of the Insurance Company.	
14.	Whether the Designated Officer of the Insurance Company submitted his report within 30 days of the DAR? (Clause 22)	

15.	Whether the Insurance Company admitted the liability? If so, whether the Designated Officer of the Insurance Company fairly computed the compensation in accordance with law.	
16.	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?	
17.	Date of response of the claimant(s) to the offer of the Insurance Company.	
18.	Date of the award.	
19.	Whether the award was passed with the consent of the parties?	
20.	Whether the claimant(s) were directed to open savings bank account(s) near their place of residence?	
21.	Date of order by which claimant(s) 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.	
22.	Date on which the claimant(s) produced the passbook of their savings bank account near the place of their residence along with the endorsement, PAN Card and Adhaar Card?	
23.	Permanent Residential Address of the claimant(s).	
24.	Details of savings bank account(s) of the claimant(s) and the address of the bank with IFSC Code.	
25.	Whether the claimant(s) savings bank account(s) is near his place of residence?	
26.	Whether the claimant(s) were examined at the time of passing of the award to ascertain his/their financial condition?	
27.	Account number, MICR number, IFSC Code, name and branch of the bank of the Claims Tribunal in which the award amount is to be deposited/transferred.	



**FORM – VIA**  
**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL**

..... ....Petitioner(s)

Versus

..... .....Respondent(s)

**FORMAT OF WRITTEN SUBMISSIONS TO BE FILED BY THE PARTIES IN DEATH CASES**

1. Date of accident .....
2. Name of the deceased.....
3. Age of the deceased.....
4. Occupation of the deceased.....
5. Income of the deceased.....
6. Name, age and relationship of legal representatives of deceased

S. No.	Name	Age	Relation
1.			
2.			
3.			
4.			
5.			

Computation of Compensation

S.No.	Heads	Claim of Petitioners(s)	Response of Respondent(s)
7.	Income of the deceased (A)		
8.	Add-Future Prospects (B)		
9.	Less-Personal expenses of the deceased (C)		
10.	Monthly loss of dependency [(A+B) – C = D]		
11.	Annual loss of dependency (D x 12)		
12.	Multiplier (E)		
13.	Total loss of dependency (D x 12 x E = F)		
14.	Medical Expenses (G)		
15.	Compensation for loss of consortium (H)		
16.	Compensation for loss of estate (I)		
17.	Compensation towards funeral expenses (J)		
<b>TOTAL COMPENSATION (F + G + H + I + J =K)</b>			
<b>INTEREST</b>			

**FORM – VIB**  
**BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL**

..... **....Petitioners(s)**

Versus

..... **.....Respondent(s)**

**FORMAT OF WRITTEN SUBMISSIONS TO BE FILED BY THE PARTIES IN INJURY CASES**

1. Date of accident.....
2. Name of the injured.....
3. Age of the injured .....
4. Occupation of the injured .....
5. Income of the injured .....
6. Nature of injury.....
7. Medical treatment taken by the injured .....
8. Period of hospitalization.....
9. Whether any permanent disability? If yes, give details.....

10. Photographs of the injured and the injuries.....

11. Computation of Compensation:-

S.No.	Heads	Claim of Petitioners(s)	Response of Respondent(s)
12.	<b>Pecuniary Loss:</b>		
(i)	Expenditure on treatment		
(ii)	Expenditure on conveyance		
(iii)	Expenditure on special diet		
(iv)	Cost of nursing/attendant		
(v)	Loss of income		
(vi)	Cost of artificial limb (if applicable)		
(vii)	Any other loss/expenditure		
13.	<b>Non-Pecuniary Loss:</b>		
(i)	Compensation for mental and physical shock		
(ii)	Pain and suffering		
(iii)	Loss of amenities of life		
(iv)	Disfiguration		
(v)	Loss of marriage prospects		
(vi)	Loss of earning, inconvenience, hardships, disappointment, frustration, mental stress, dejection and unhappiness in future life		

	etc.		
14.	<b>Disability resulting in loss of earning capacity:</b>		
(i)	Percentage of disability assessed and nature of disability as permanent or temporary		
(ii)	Loss of amenities or loss of expectation of life span on account of disability		
(iii)	Percentage of loss of earning capacity in relation to disability		
(iv)	Loss of future Income - (Income x % Earning Capacity x Multiplier)		
<b>TOTAL COMPENSATION</b>			
<b>INTEREST</b>			

**FORM - VII**  
**FORMAT OF RECORD OF AWARDS TO BE MAINTAINED BY THE CLAIMS**  
**TRIBUNAL**

DATE		Page No. of the Register
S. NO.	PARTICULARS	
1.	Date of Award	
2.	Case number	
3.	Title of the case	
4.	Award amount	
5.	Date of notice of deposit by the depositor to the Claimant(s)	
6.	Date of notice of deposit by the Tribunal to the Claimant(s)	
7.	Amount of interest upto date of notice of deposit	
8.	Amount deposited along with date of deposit	
9.	Amount of interest upto date of notice of deposit	
10.	Whether entire award amount and interest deposited. If no, balance outstanding award amount/interest	
11.	Action taken to recover the balance award interest	
12.	Date of release of the award amount to the Claimant(s)	
13.	Mode of release of the award amount: (Give the details of endorsement made on the cheques)	
14.	Remarks	

**FORM - VIIA**  
**FORMAT OF MONTHLY COMPLIANCE REPORT TO BE SEND BY THE CLAIMS**  
**TRIBUNAL IN DEATH CASES**

**NAME OF THE PRESIDING OFFICER OF MOTOR ACCIDENT CLAIMS**  
**TRIBUNAL**

S.No	CASE NO.	DATE OF AWARD	AGE (yrs)	OCCUPATION	INCOME (per month)	AWARD AMOUNT
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						

**FORM - VIIB**  
**FORMAT OF MONTHLY COMPLIANCE REPORT TO BE SEND BY THE CLAIMS**  
**TRIBUNAL IN INJURY CASES**

**NAME OF THE PRESIDING OFFICER OF MOTOR ACCIDENT CLAIMS**  
**TRIBUNAL**

S.No.	CASE No.	DATE OF AWARD	INJURIES SUFFERED	PERCENTAGE OF PEMANENT DISABILITY	PERCENTAGE OF FUNCTIONAL DISABILITY	AWARD AMOUNT
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						



**FORM – VIII**  
**MOTOR ACCIDENT CLAIMS ANNUITY DEPOSIT (MACAD) SCHEME**

S. No.	Scheme Features	Particulars/Details
1	Purpose	One time lump sum amount, as decided by the Court / Tribunal, deposited to receive the same in Equated Monthly Instalments (EMIs), comprising a part of the principal amount as well as interest.
2	Eligibility	Individuals including Minors through guardian in single name.
3	Mode of Holding	Singly
4	Type of account	Motor Accident Claims Annuity (Term) Deposit Account (MACAD)
5	Deposit Amount	i. Maximum: No Limit ii. Minimum – Based on minimum monthly annuity Rs. 1,000/- for the relevant period.
6	Tenure	i. 36 to 120 months ii. In case the period is less than 36 months, normal FD will be opened. iii. MACAD for longer period (more than 120 months) will be looked as per direction of the Court.
7	Rate of interest	Prevailing rate of interest as per Tenure.
8	Receipts/Advices	i. No Receipts will be issued to depositors. ii. Passbook will be issued for MACAD
9	Loan Facility	No loan or advances shall be allowed.
10	Nomination facility	i. Available. ii. MACAD shall be duly nominated as directed by the court.
11	Premature Payment	i. Premature closure or part lump sum payment of MACAD during the life of the claimant will be made with permission of the court. However, if permitted, the annuity part will be reissued for balance tenure and amount, if any, with change in annuity amount. ii. Premature closure penalty will not be charged. iii. In case of death of the claimant, payment to be given to the nominee. The nominee has an option to continue with the annuity or seek pre-closure.
12	Tax deduction at source	i. Interest payment is subject to TDS as per Income Tax Rules. Form 15G/15H can be submitted by the Depositor to get exemption from the Tax deduction. ii. The annuity amount on monthly basis net of TDS, will be credited to the MACT Savings Bank account.

### MACT CLAIMS SB ACCOUNT

Features	Particulars / Details
Eligibility	Individuals including Minors (through guardian) in single name.
Minimum/Maximum Balance Requirement	Not applicable
Cheque book / Debit Card / ATM Card / Welcome Kit/ Internet Banking / Mobile Banking facility	<ul style="list-style-type: none"> <li>i. By default, these facilities are not available in this product.</li> <li>ii. However, in case these facilities have already been issued, the court shall direct the bank to cancel the same before the disbursement of the award amount.</li> <li>iii. 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.</li> </ul>
Operations in the account	<ul style="list-style-type: none"> <li>i. Only single operation.</li> <li>ii. In case of Minor accounts, the operation will be through guardian.</li> </ul>
Withdrawals	Only through Withdrawal Forms or through Bio-Metric authentication.
Product change	Not permitted
Place of Opening	Only at the Branch near to the place of residence of Claimant (as directed by the Court).
Account Transfer	Not allowed
Nomination	Available
Passbook	Available
Rate of Interest	As applicable to Regular SB accounts
Statement by e-mail	Available
<b>P.S.:- Any other terms and conditions of SB account in Bank are applicable.</b>	

