

**BEFORE THE MEMBER-2, MOTOR ACCIDENT CLAIMS
TRIBUNAL, TINSUKIA**

Present:- **Sri B. Sutradhar, AJS,**
Addl. Member2, MACT, Tinsukia

MAC Case No 67 of 2012
U/s. 166 of Motor Vehicles Act

1) Sri Vipin Kumar Malik
S/O. Sri Harbir Singh Malik,
R/O. Hayulling, P.O. P.S. Hayuliang,
Dist. Anjaw, Arunachal Pradesh.

.....**Claimant.**

-Versus-

1) Sri Subha Saikia,
S/O. Late P.R Saikia,
R/O. Hatigaon Kauaritoll,
P.S Kaliabor,
District – Nagaon, Assam.

Presently residing at :
Rangdoi Da-Gaon,
P.O Bahona Tiniali,
P.S & District – Jorhat, Assam.

(Driver of the vehicle no. AS-01-A/C-0243 Night Super Bus)

2) Sri Romen Chandra Borah,
S/O. Sri Radha Kt. Borah,
R/O. Rangdoi Da-Gaon,
P.O Bahona Tiniali,
P.S & District – Jorhat, Assam

(Owner of the vehicle no. AS-01-A/C-0243 Night Super Bus)

3)The Oriental Insurance Co. Limited,
Having Divisional Office at Opposite Police Station,
Thana Road, Tinsukia
P.O, P.S & District Tinsukia, Assam
(Insurer of the vehicle no. AS-01-A/C-0243 Night Super Bus)

..... **Opposite Parties.**

4)Smti. Platsi Pul,
C/O. Mr. Bajaj Pul, Walla village,
P.O & P.S Hawai,
District – Anjaw, Arunachal Pradesh.
(Owner of the vehicle no. AR-17-1034 BOLERO).

5) The New India Insurance Co. Limited,
Having Divisional Office at Plaza Complex,
Rangagora Road, Tinsukia
P.S & District Tinsukia, Assam
(Insurer of the vehicle no. AR-17-1034 BOLERO) .

..... **Proforma Opposite Parties.**

Advocate for the claimant : Sri D. Mishra

Advocate for the O/P No.3 & 5 : Sri A.C Borah & Sri P. Das.

Date of Argument : 19.05.2022.

Date of Judgment : 27.05.2022.

J U D G M E N T

1. This claim case arose out of a petition U/s. 166 of the Motor Vehicles Act, (M.V.A. in short), filed by the claimant Sri Vipin Kumar Malik claiming compensation from the Opposite Party on account of injuries sustained by him in a motor accident.

2. The case of claimant, in brief, is that on 01.12.2010 at about 5:45 AM, the claimant was proceeding towards Tinsukia over N.H. 37 alongwith Sameer Bhattacharjee by driving the vehicle bearing registration no. AR-17-1034 Bolero. When he reached over Marketing Gate, Makum Road, Tinsukia, Assam suddenly one night super bus bearing registration no. AS-01-A/C-0243 coming from opposite direction, i.e from Tinsukia side in a high speed and in rash and negligent manner directly knocked down the Bolero vehicle bearing registration no. AR-17-1034, as a result of which the vehicle which was driven by the injured capsized on the road and the claimant sustained grievous injuries on his body. The claimant was immediately shifted to Civil Hospital, Tinsukia and thereafter he was referred to Dibrugarh by doctor. The injured has to remained in Aditya Hospital, Dibrugarh till 28.01.2011 and after his release, doctor advised him to visit the hospital regularly for his treatment. He has also undergone major operations of his hand and other parts of his body. He has incurred huge amount of expenditure for his treatment even after discharge from the hospital.

The accident occurred only due to the rash and negligent driving of the driver of the vehicle AS-01-A/C-0243 Night Super Bus.

3. Upon the accident, Tinsukia P.S case No. 748 of 2010 was registered U/s. 279/338/427 IPC.
4. The claimant is an Asst. Engineer PHE, Public Health Engineering Sub-Division, Hayuliang Govt. Of Arunachal Pradesh. After the accident his brain and hand has been badly affected and will not be able to lead a normal life and as such his future is totally ruined in respect of his service as well as to lead normal life. The claimant has incurred an amount of Rs. 7,50,000/- in bills and Rs. 3,00,000/- in fooding, lodging, travelling and other charges. He has sustained disablement due to the said accident and according to doctor he shall not lead normal life. Till the filing of the claim application the claimant has not recovered and still under treatment. He has also undergone various treatment. The accident took place due to the rash and negligent driving of the vehicle AS-01-A/C-0243 Night Super Bus. Hence, no relief is claimed from the Proforma Opp. Party no. 4 & 5, i.e the owner and insurer respectively of the vehicle bearing registration no. AR-17-1034. As such, it is submitted to grant the compensation of Rs. 39,50,000.00 on the head of medical expenses, future medical expenses, future medical expenses, mental pain and agony and also loss of future prospects in his carrier.

COMPUTATION OF COMPENSATION

1.	Medical Expenses in vouchers	Rs. 7, 50,000.00
2.	Medical Expenses without vouchers	Rs. 1, 00,000.00
3.	Hotel Bills	Rs. 2, 00,000.00
4.	Conveyance Charge	Rs. 1, 00,000.00
5.	Future Medical Expenses	Rs. 5, 00,000.00
6.	Physical pain and mental shock	Rs. 5, 00,000.00
7.	Loss of amenities of life	Rs. 3, 00,000.00
8.	Inevitable expenses	Rs. 10, 00,000.00
9.	Loss of future prospects	Rs. 5, 00,000.00
Total -		Rs. 39,50,000.00

5. In response to notices, Opp. Parties cum Insurance Cos. i.e the Oriental filed W.S. in order to contest the case. The case against O.P. No. 1, 2 and O.P. no. 4 proceeded ex parte due to their non appearance.
6. The O.P. No. 3, i.e the Oriental Insurance Co. Limited in its written statement stated that the case is not maintainable in law and facts and also the present claim petition is bad for non-joinder of necessary parties. The claimant has not submitted the required documents in support of the contention of the alleged accident and as such liable to be rejected. That the claim petition is vague and does not disclose the full particulars of the alleged accident and as such liable to be rejected. Whatever are not specifically admitted in the Written Statement are deemed to have been denied by the Opp. Party no. 3. The claimant has intentionally and with an ulterior motive to acquire wrongful gain has kept

concealed the facts and full particulars of the alleged accident with a view to present the case in a suitable manner at a subsequent stage. The O.P no. 3 is not liable to pay any compensation due to the alleged accident. The claimant is not the proper person to file the instant claim petition and hence the same shall be dismissed and cost may be imposed. That there is no cause of action against the answering O.P no. 3, as such, the claim petition is liable to be rejected.

7. The contents of para no. 1 to 4 are not admitted for want of specific knowledge. Para no. 5, 7, 9, 12, 13, 17 does not need any reply. The contents of para no. 6 in respect of monthly income of the deceased is hereby denied in toto for want of documents. The contents of para no. 8, 11, 14, 15 are within the knowledge of the O.P no. 3, hence, neither admitted nor denied. The claimant has to prove the contents of para no. 10, 16 as those are matter of record. The contents of para no. 18 is denied by the O.P no. 3 has no any knowledge. The contents of para no. 19, 21 are not within the knowledge of the O.P no. 3, hence, neither admitted nor denied. The contents of para no. 20 is not tenable in law and as such compensation claim is denied. The O.P. no. 3 has submitted that the Police Officer has not forwarded the copy of report and documents regarding the accident U/s. 158(6) of MV Act, 1988 to the Insurer/answering O.P., hence, the claim petition is not tenable. That the other contents of the present claim petition is also denied by

the answering O.P. The claimant is not entitled for any compensation. The answering Opp. Party no. 1 has no liability under the law of torts and the provisions of Motor Vehicle Act, 1988, therefore, prayed for dismissing the claim petition of the claimant.

8. The O.P. No. 5, i.e the New India Assurance Co. Limited in its written statement stated that there is no cause of action against the Opp. Party. The claim petition is not maintainable in law as well as fact and as such liable to be rejected. That save and except what has been specifically admitted in the written statement, the rest of the statement shall deemed to be denied. The answering O.P is not aware about the correctness of the statement made in para 1 & 2. The answering O.P is also not aware about the correctness of the statements made in para 3,4,5, and 6 of the claim petition regarding age, occupation and name and address of the employer of the injured and monthly income of the injured, hence not admitted. The answering O.P is also not aware of the details of the alleged accident stated in paragraph 8 & 9 regarding place, date and time of the alleged accident and the name of the police station and as such not admitted. The contents made in para 16 are not admitted, being not within the specific knowledge of the answering O.P. The statement made in para 11, 12, 13 are also denied. The statement made in para 14, 15, 16, 17, 18, 19 are also not admitted. The driver of the vehicle was not holding a valid driving licence. In the statement

made in para 20 it is stated that the claim petition is highly excessive and exorbitant and the claim is without any basis. In the statement made in para 21 it is stated that the accident took place due to the rash and negligent driving of the driver of the Night Super bearing Registration no. AS-01-AC-0243 and not due to fault of the Bolero car bearing regn. No. AR-17-1034 and police registered the case against the driver of the vehicle bearing regn. No. AS-01-AC-0243 hence, the answering O.P is unnecessarily impleaded in this case. In response to the computation of compensation, the O.P submitted that the cause is without any basis. The Opp. Party craves leave of the Tribunal to file additional amended written statement as and when required.

9. On the pleadings of the parties, the following issues were framed –

ISSUES

- (1) Whether the claimant Sri Vipin Kumar Malik was injured in the accident which occurred on 01.12.2010 at about 5:45 AM at Makum Road, near Marketing Gate, NH 37, Tinsukia PS in the district of Tinsukia due to rash and negligent driving of the vehicle bearing registration no. AS-01-AC-0243 (Night Super Bus) ?
- (2) Whether the claimant being the driver of the vehicle bearing no. AS-17-1034(Bolero) had contributory negligence with regard to the accident or not?

(3) Whether the claimant is entitled to get compensation? If so, to what extent and from whom?

DECISION, DISCUSSION AND REASONS THEREOF:

10. The claimant examined himself in support of his claim. The contesting O.Ps did not adduce any evidence.

11. I have gone through the evidence.

12. The PW.1 is the claimant and he has testified in his evidence on affidavit in a similar and identical manner as that of the contents of his claim petition, which is narrated above, and as such, his evidence on affidavit is not repeated here for sake of brevity. The CW.1 has claimed compensation of Rs. 39,50,000.00 from the Opp. Party.

COMPUTATION OF COMPENSATION

1.	Medical Expenses in vouchers	Rs. 7, 50,000.00
2.	Medical Expenses without vouchers	Rs. 1, 00,000.00
3.	Hotel Bills	Rs. 2, 00,000.00
4.	Conveyance Charge	Rs. 1, 00,000.00
5.	Future Medical Expenses	Rs. 5, 00,000.00
6.	Physical pain and mental shock	Rs. 5, 00,000.00
7.	Loss of amenities of life	Rs. 3, 00,000.00
8.	Inevitable expenses	Rs. 10, 00,000.00
9.	Loss of future prospects	Rs. 5, 00,000.00
Total -		Rs. 39,50,000.00

Total – Rupees (Thirty Nine Lacs Fifty Thousand only)

13. It is evident that PW.1 has exhibited the following documents in course of hearing of the case .

(i) Ext. 1 is the Certified copy of Police Report, i.e Form 54,

Ext. 1(1) is the F.I.R, Ext. 1(2) is Ejahar and Ext. 1(3) is Charge-sheet submitted by the police against the driver of the offending vehicle – Sri Subha Saikia.

- (ii) Ext. 2(1) to Ext. 2(151) are the medicine vouchers.
- (iii) Ext. 3(1) to Ext. 3(40) are the medical bills cum receipts of different hospitals where he was treated.
- (iv) Ext. 4(1) to Ext. 4(5) are the list of O.T consumables for his operation at Aditya Diagnostics and Hospitals.
- (v) Ext. 5(1) to Ext. 5(100) are the medical prescription of various dates during his treatment at Aditya Diagnostics and Hospitals.
- (vi) Ext. 6(1) to Ext. 6(193) are the Hotel bills for his attendants during the course of his treatment at Dibrugarh.
- (vii) Ext. 7(1) to Ext. 7(6) are the Bills of Travelling Expenses for his treatment.
- (viii) Ext. 8 is his Driving license.

14. The Claimant as CW.1 has also submitted Additional evidence on affidavit and submitted as follows :-

15. That the claimant has stated that he was allowed to file additional evidence on affidavit vide order dated 16.11.2019 and as such he filed the same and exhibited the following documents :

- (i) Ext. 8(1) to 31 X-Ray of Upper Extremity Spil dated 01.12.2010, to which he knows.
- (ii) Ext.9(i) to Ext. 9(xxvii) are the test reports of Aditya Diagnostic & Hospitals, dated 01.12.2010, to which he knows.
- (iii) Ext. 10 is certificate from Dr. Suresh Bora, A.M.C, Dibrugarh, Assam to which he knows.
- (iv) Ext. 11 is the bill of Aditya Diagnostic & Hospital, dated 28.01.2011, to which he knows.
- (v) Ext. 12 is the Discharge Slip of Aditya Diagnostic & Hospital, dated 28.01.2011, to which he knows.
- (vi) Ext. 13 is the certificate issued by Dr. Biman Phukan, Aditya Diagnostic & Hospital, dated 28.01.2011, to which he knows.
- (vii) Ext. 14 is the Hospital bill of Aditya Diagnostic & Hospital, to which he knows.
- (viii) Ext. 15 is the certificate issued by Dr. S.D Singh, Physical Therapy Center, Tinsukia, to which he knows.
- (ix) Ext. 16 is the certificate issued by Dr. S.K Dey, Tinsukia Orthopedic Clinic/Hospital and Research Centre, Tinsukia, to which he knows.
- (x) Ext. 17 is the Muscle Testing Chart, dated 10.03.2011, to which he knows.
- (xi) Ext. 18 is the certificate issued by Mukhopadhaya Orthopedic Clinic and Research Center, Patna, dated 10.03.2011, to which he knows.
- (xii) Ext. 19(i) to Ext. 19(iii) are the reports from

Shankar Diagnostics, Patna, dated 11.03.2011, to which he knows,

- (xiii) Ext. 20 is the MRI report from Chaudhuri Digital Imaging & Research Centre, Patna, dated 13.03.2011, to which he knows.
- (xiv) Ext. 21(i) to Ext. 21(iii) are the reports of Indraprastha Apollo Hospitals, New Delhi, dated 14.04.2011, to which he knows.
- (xv) Ext. 22(i) to Ext. 22(ii) are the medical prescriptions of Sri Ganga Ram Hospital, dated 16.04.2011, which he knows.
- (xvi) Ext. 23 is the medical prescription of Apollo Hospitals, Chennai, dated 19.04.2011, to which he knows.
- (xvii) Ext. 24 is the medical prescription of Dr. Manoj Agarwal, dated 24.04.2011, to which he knows.
- (xviii) Ext. 25(i) to Ext. 25(iii) are the Testing Reports of A.I.I.M.S, New Delhi, to which he knows.
- (xix) Ext. 26(i) to Ext. 26(ii) are the Reports of V.M.M.C & Safdarjung Hospital, New Delhi, dated 27.04.2011, to which he knows.
- (xx) Ext. 27(i) and Ext. 27(ii) are the medical prescriptions of Apollo Hospitals, New Delhi, to which he knows.
- (xxi) Ext. 28 is the Discharge Summary issued by Apollo Hospitals, Chennai, to which he knows.
- (xxii) Ext. 29(i) to Ext. 29(xvi) are the medical prescriptions and reports of Medanta Hospital, New Delhi, to which he knows.

(xxiii) Ext. 30 is the physiotherapy O.P.D Card issued by I.T.S College of Physiotherapy, Ghaziabad, which he knows.

(xxiv) Ext. 31 is the medical prescription issued by Dr. N. Prajapati, Shreya Rehab Centre, Gurgaon, to which he knows.

16. In Cross Examination by Opp. No. 3, the CW.1 has deposed that at present he is residing at Tezu(A.P). On 01.12.10 at about 5:45 AM near the Marketing gate of Makum the accident took place. He came to Tinsukia from Makum alongwith his staff Samir Bhattacharjee in the vehicle owned by his mother in law. He himself was driving the vehicle. He sustained injury in his right hand, chest, collar bone, head and face. Initially he was admitted in Tinsukia Civil Hospital and doctor referred to Dibrugarh and accordingly, he was admitted at Aditya Nursing Home.

17. He denies the suggestion that he was not admitted at Aditya Nursing Home at Dibrugarh, as such, he could not file the Discharge certificate. He denies the suggestion that he did not spend about 7-8 lakhs Rupees at Aditya Nursing Home at Dibrugarh. He took treatment at Patna as OPD patient and in Delhi and Chennai he was admitted for four to five days at each place. He denies the suggestion that he was not admitted at Delhi and Chennai, as such, he could not file relevant document to ascertain the fact. He denies the suggestion that the

accident was taken place on account of his fault. He denies the suggestion that the documents which he has submitted in the case are manufactured and concocted document. He denies the suggestion that he has not submitted medical vouchers as he claimed. He denies the suggestion that he is not entitled to the expenses of Hotel bills, conveyance charges, pain and maintenance of future medical treatment, loss of amenities of life, inevitable expenses and loss of future prospects. He knows the contents of his affidavit. It is fact that his vehicle was capsized on the road towards Makum to Tinukia. He cannot say whether his vehicle was capsized over the railway line or not as because he became senseless. He denies the suggestion that he is not entitled to compensation from the Insurance Co. of the Bus as the accident took place on account of his fault.

18. In Cross Examination by Opp. Party no. 5, the claimant has deposed that the accident took place only due to the rash and negligent driving of the Night Super bearing no. AS-01-AC-0243. There was no fault on his part. He had Driving License at the relevant time of accident and he has submitted the same in this case. He was driving his vehicle at a speed of 40-45 KM per hour. He has no claim with his Insurance Co., i.e New India Assurance Co. Ltd., OP no. 5. He has only claim against the OP No. 3, i.e, Oriental Insurance Co. Ltd. At the time of accident he was plying his vehicle in conformity with all the legal requirements.

19. In Cross-Examination on 15.03.2021 by Opp. Party No. 3 the CW.1 has deposed that he stayed at Aditya Hospital, Dibrugarh for about two months but he cannot exactly recall the period. The Discharge certificate perhaps issued on the date of discharge. There is no date below the signature of the Manager in the bill. There is also no date below the signature on Ext. 12(Discharge certificate).
20. He denies the suggestion that as the Ext. 11 & 12 were not issued on the dates as mentioned in these documents. As per Ext. 28, he was admitted at Apollo Hospital, Chennai for one day. He denies the suggestion that he was not admitted at Medanta Hospital so, no Discharge certificate is submitted. He was not admitted at Patna. He denies the suggestion that he has not submitted all the bills as he claimed in his petition.
- 21.** In Cross-Examination by Opp. Party no. 5 the CW.1 has deposed that he has filed the original evidence on 25.02.2019 and thereafter additional evidence is filed on 11.02.2020. Before filing his evidence in affidavit on 25.02.2019, he got his treatment at Patna, Chennai, Apollo and Medanta Hospital at Gurgaon. But he has not mentioned in his evidence on affidavit dated 25.02.2019 as well as the evidence dated 11.02.2020 that after discharge from Aditya Hospital, Dibrugarh he got his treatment at Patna, Chennai, Apollo and Medanta Hospital at Gurgaon. He denies the suggestion that he has never taken treatment for his injuries in the aforesaid places.

After physical examination, doctor issued prescription for various tests and medicines. He has not mentioned that he has taken any treatment at Gangaram Hospital & AIIMS, Delhi. He denies the suggestion that he has not submitted any prescriptions of doctors advising him to undergo tests. He is working as Engineer in the Department of PHED of Arunachal Pradesh State Government. He has not submitted any certificate or document from his Department, where he is working that no any amount of his treatment is reimbursed by his employer. He denies the suggestion that he got reimbursement all cost of his treatment from his Department and as such, the same are not mentioned in his petition. He denies the suggestion that he has collected all these documents for the purpose of this case to get compensation.

Issue No.1.

- 22.** I have heard the arguments from both sides with written arguments submitted and carefully gone through the evidence on record and perused all the relevant documents submitted. It appears from the record that the on the day of the accident, the claimant was driving his Bolero vehicle bearing registration no. AR-17-1034, which met with an accident on 01/12/2010, at about 5.45 am at Marketing Gate, Makum Road, NH37, P.O., P.S.& Dist. Tinsukia with a Night Super Bus bearing registration no. AS-01-AC-0243, which was coming from opposite direction in a very high speed and in rash and negligent manner. It also appears that the said

Bolero vehicle capsized after the accident and the claimant sustained grievous injuries on his body and thereafter he was immediately taken to Tinsukia Civil Hospital and thereafter undergone medical treatment at different Hospitals. On the other hand, the offending Night Super Bus vehicle was driven by the O.P.1 Sri Subha Saikia and accordingly, the case was lodged against him and the I.O. on completion of investigation filed the charge sheet. However, the O.P.1 failed to appear in the case after receipt of summons and accordingly the case against him was proceeded ex-parte. The contesting O.P. 1 failed to prove that on the fateful day, the offending Nigh Super vehicle was not driven in a rash and negligent manner, nor do they able to prove the claimant's case as false. The evidence of the claimant is found to be reliable in view of absence of contrary evidence. It appears that the Ext. 1, 1(1),1(2) and 1(3) also speak the same. The medical reports also support the claim of the claimant that the claimant had undergone various major operations of his hand and other part of the body. Hence, it is proved mere preponderance of probabilities that the claimant sustained injuries in the road accident as stated above due to rash and negligent driving of the Nigh Super Bus bearing registration no. AS-01-AC-0243. Accordingly, this issue is answered.

Issue No.2.

- 23.** So far as to the contributory negligence is concerned, I find that there is no evidence to prove the same, as the driver of the offending Night Super Bus did not contest the case and his version could not be recorded. The co-passenger

of the claimant's vehicle namely Sameer Bhattacharjee is also not examined as witness by either side. From the evidence of the claimant, it clearly reveals that his vehicle was driven on its own side i.e. left side of the road and capsized on the left side. In view of the above, it can be held that there is no contributory negligence on the part of the claimant's vehicle. This issue is answered accordingly.

Issue No.3.

24. In view of above decision made in issue No.1 and 2, it is held that the claimant is entitled to get compensation for the injuries sustained in the road accident of the case. The claimant submitted medical bills with vouchers of Rs.7,50,000/- only which he incurred for treatment of injuries. Hence, he is entitled to get Rs. 7,50,000/- (Rupees Seven Lakhs Fifty Thousand) only and awarded on this head.
25. The claimant on the medical expenses also claimed another Rs. 1 Lakh without voucher. As the claimant has already awarded Rs. 7,50,000/- on Medical Expenses with voucher and in that situation I find no reason to further award any amount on Medical expenses without voucher.
26. The claimant also submitted Hotel bills amounting to Rs. 2,00,000/- and submitted Hotel bills. It is submitted by the Ld. Advocate of the Opp. Party that the claimants stayed in some big hotels and the Opp. Party is not liable to pay such huge amount on the head of

Hotel bills. So, keeping in mind that the claimant stayed in hotels and Rs. 2 Lakhs is a big amount and in that situation I find it justified to award Rs. 1 Lakh as lump sum amount as on the head of hotel bills.

27. The claimant also claimed Rs. 1 Lakh on the head of conveyance charge and submitted some bills. The Ld. Advocate of the Opp. Party stated that the claimants travelled by Aeroplane also and he may be awarded with lump sum amount on this head. Accordingly an amount of Rs. 50,000/- on this head is awarded.

28. The claimant claimed Rs.5,00,000/- on the head of future medical expenses but no any effective document has been submitted that his future medical treatment is necessary and in that situation no amount is awarded on his head.

29. The claimant also claimed Rs.5,00,000/- on the head of physical pain and mental shock. Definitely due to the said accident the claimant sustained physical pain and mental shock and Rs. 5 Lakhs is found not justified and in that situation an amount of Rs. 50,000/- is awarded on this head.

30. The claimant also claimed Rs. 3,00,000/- on the head of Loss of Amenities of life but the Ld. Advocate of the Opp. Party submitted that the claimant is a Government servant and he did not suffer any loss and

the claimant has failed to adduce any document that he is entitled for Loss of Future Amenities of Life. So, on verification of the record, I find nothing to award any amount on this head.

31. The Claimant also claimed Rs. 10 Lakhs on Inevitable Expenses, but there is no any supportive documents. So a lump sum amount of Rs. 30,000/- is awarded on this head.

32. At last the claimant also claimed Rs. 5 Lakhs on Loss of Future Prospects but the Ld. Advocate of the Opp. Party submitted that the claimant is a Government Servant and he has failed to adduce any document that he has suffered loss of future prospects and he is still in service. So, keeping in mind and on scrutiny of the record, I also find nothing to award any amount on this head.

33. In view of the above, the claimant is entitled a total compensation as assessed under :-

Medical Expenses	:	Rs. 7,50,000/-
Hotel Bills	:	Rs. 1,00,000/-
Conveyance charge	:	Rs. 50,000/-
Physical pain and mental shock	:	Rs. 50,000/-
Inevitable expense	:	Rs. 30,000/-
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Grand Total	:	Rs. 9,80,000/-
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In total the claimant is entitled to receive Rs. 9,80,000/-

(Rupees Nine Lakhs Eighty Thousand) only, as compensation from the opposite party No.3.

A W A R D

34. In the result, the claim petition is allowed and a total amount of compensation to the tune of Rs. 9,80,000/- (Rupees Nine Lakhs Eighty Thousand) only, so computed on different heads is awarded to the claimant. The O.P. No.3, (The Oriental Insurance Co. Limited) is directed to pay Rs. 9,80,000/- (Rupees Nine Lakhs Eighty Thousand) only to the claimant alongwith interest @ 6% per annum from the date of filing of the claim petition and till realisation.

35. The claim case is accordingly disposed of on contest.

Given under my hand and seal of this Tribunal on this the 27th day of May, 2022.

Dictated and corrected by me.

(B. Sutradhar)
Addl. Member - 2, MACT,
Tinsukia

(B. Sutradhar)
Addl. Member - 2, MACT_
Tinsukia