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SCHEME FOR MOTOR ACCIDENT CLAIMS FORMULATED BY DELHI HIGH COURT

1. ***Investigation of Road Accidents by Police***

On receipt of the information of a road accident, the Investigating Officer of Police shall immediately inspect the site of accident; take photographs of the 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 photograph(s) of the injured in the hospital. The Investigating Officer shall conduct an on the spot enquiry by examining the eyewitnesses/bystanders.

2. ***Form-I-First Accident Report (FAR) to be submitted by the Investigating Officer to the Claims Tribunal within 48 hours***

2.1 The Investigating Officer shall intimate the accident to the Claims Tribunal by submitting ***First Accident Report*** *(FAR)* in ***Form-I*** within 48 hours of the receipt of intimation of the accident.

2.2 If the particulars of insurance policy are available, the intimation of the accident in ***Form-I*** shall be given to the Nodal Officer of the concerned Insurance Company of the offending vehicle.

2.3 The Investigating Officer shall furnish the copy of *FAR* to the victims.

2.4 The Investigating Officer shall furnish the copy of *FAR* to *Delhi State Legal Services Authority (DSLSA).*

2.5 The Investigating Officer shall upload *FAR* of the accident on the website of Delhi Police.

3. ***Form-II-Rights of Victim(s) of Road Accident and Flow Chart of this Scheme to be furnished by the Investigating Officer to the Victim(s) within 10 days***

The Investigating Officer shall furnish ***Form-II*** containing the description of Rights of Victim(s) of road accidents and flow chart of this Scheme to the victim(s) (injured/legal representatives of deceased) within 10 days of the accident against a written acknowledgement. Copy of ***Form-II*** containing the acknowledgement of the victim(s) shall be filed by the Investigating Officer before the Claims Tribunal along with ***Detailed Accident Report (DAR)***.

4. ***Form-III-Driver's Form to be submitted by the driver to the Investigating Officer within 30 days***

The driver of the vehicle(s) involved in the accident shall furnish the relevant information namely his name, age, gender, income, driving license, period of validity of license, vehicle registration number, particulars of the owner and insurance of the vehicle, etc., to the Investigating Officer in ***Form-III*** within 30 days of the accident. (The Investigating Officer shall provide blank ***Form-III*** to the driver who shall fill up the relevant particulars and furnish the same to the Investigating Officer.) ***Form-III***

5. ***Form-IV-Owner's Form to be submitted by the owner to the Investigating Officer within 30 days***

The owner of the vehicle(s) involved in the accident shall furnish the relevant information namely particulars of the driver, particulars of the insurance policy, particulars of permit and fitness etc. in ***Form-IV*** to the Investigating Officer within 30 days of the accident. (The Investigating

Officer shall provide blank ***Form-IV*** to the owner of the vehicles involved in the accident whereupon the owner shall fill up the Form and furnish the same to the Investigating Officer.)

6. ***Form-V-Interim Accident Report (IAR) to be submitted by the Investigating Officer to the Claims Tribunal within 50 days***

The Investigating Officer shall submit ***Interim Accident Report*** *(IAR)* in ***Form-V*** before the Claims Tribunal within 50 days of the accident. The ***Interim Accident Report*** *(IAR)* shall be accompanied with the documents mentioned therein. The copy of the ***Interim Accident Report*** *(IAR)* along with the documents shall be furnished to the Insurance Company, victim(s) as well as *Delhi State Legal Services Authority (DSLSA)*..

7. ***Verification of the Driver's Form and Owner's Form by the Investigating Officer as well as the Insurance Company***

The Investigating Officer as well as the Insurance Company shall verify the information and documents furnished by the driver and owner of the vehicle(s) involved in the accident in ***Form-III*** and ***Form–IV***, respectively. The Investigating Officer and the Insurance Company shall verify the authenticity of the documents furnished by the driver and owner of the vehicle(s) involved in the accident through information available on **VAHAN** or by obtaining confirmation in writing from the Authority/or person purporting to have issued the same or by such further investigation or verification as may be deemed necessary. The Investigating Officer shall file the ***Verification Report*** in ***Form-X*** before the Claims Tribunal along with the ***Detailed Accident Report*** (*DAR*).

8. ***Form-VIA-Victim's Form to be submitted by the victim(s) to the Investigating Officer within 60 days***

The Victim(s) of the accident shall furnish the relevant information and the documents in ***Form-VIA*** to the Investigating Officer within 60 days of the accident. (The Investigating Officer shall provide blank ***Form-VIA*** to the Victim(s) who shall fill up the relevant information/attach the relevant documents and submit the same before the Investigating Officer).

9. ***Form-VIB-Victim's Form to be submitted by the Victim(s) in respect of the minor children to the Investigating Officer within 60 days***

In case of any minor child/children of the Victim(s) of the accident, the Investigating Officer shall provide blank ***Form-VIB*** to the victim(s), who shall fill up the relevant information/attach the relevant documents and submit the same to the Investigating Officer within 60 days of the accident. The Investigating Officer shall send the copy of the ***Victim's Form-VIA*** and ***VIB*** along with *DAR* to *Child Welfare Committee* within 30 days of receiving the aforesaid ***Form-VIA*** and ***VIB*** from the victim(s), to ascertain if the child is a *Child in Need of Care and Protection (CNCP)* as per the provisions of the *Juvenile Justice (Care and Protection of Children) Act, 2015*. The Investigating Officer shall also send copies of ***Form-VIA*** and ***VIB*** along with the *DAR* to the *Delhi State Legal Services Authority (DSLSA)* to assign a lawyer to assist the child/children to avail their legal remedies/rights, including education, within 30 days of receiving the aforesaid ***Form-VIA*** and ***VIB*** from the victim(s).

10. ***Verification of the Victim's Forms by the Insurance Company***

The Investigating Officer shall furnish the copy of the ***Victim's Forms*** along with the documents to the Insurance Company of the offending vehicle along with *DAR* whereupon the Insurance Company shall verify the information and documents furnished by the victim(s) within 30 days of the receipt of the *DAR*.

11. ***Investigation of the criminal case to be completed by the police within 60 days of the accident***

The Investigating Officer shall complete the investigation of the criminal case and file the Report under Section 173 CrPC before the Metropolitan Magistrate within 60 days of the accident. The Investigating Officer shall submit the copy of the Report under Section 173 CrPC before the Claims Tribunal along with the ***Detailed Accident Report*** *(DAR)*.

12. ***Form-VII - Detailed Accident Report (DAR) to be submitted by the Investigating Officer before the Claims Tribunal within 90 days***

The Investigating Officer shall complete the verification of the information and documents furnished by the driver and owner of the vehicle(s) involved in the accident and submit the ***Detailed Accident Report*** *(DAR)* with the Claims Tribunal in ***Form-VII*** within 90 days of the accident. The ***Detailed Accident Report*** *(DAR)* shall be accompanied with the documents mentioned in ***Form-VII*** including the ***Site Plan*** in ***Form-VIII, Mechanical Inspection Report*** in ***Form-IX*** and ***Verification Report*** in ***Form-X***.

13. ***Copy of DAR to be furnished to victim(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) of the accident, owner/driver of the offending vehicle and the Nodal Officer of the Insurance Company. Copy of the *DAR* (with proper pagination and index) to be sent to the Insurance Company and others. The Investigating Officer shall also furnish a copy of ***Detailed Accident Report*** *(DAR)* along with the complete documents to *Delhi State Legal Services Authority (DSLSA). Delhi State Legal Services Authority (DSLSA)* shall assist the Claims Tribunal in determination of the just compensation payable to the claimant(s) in accordance with law.

14. ***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/or documents, the Investigating Officer shall seek necessary directions from the Claims Tribunal whereupon the Claims Tribunal shall, direct the parties in default to submit the requisite Form i.e. ***Driver's Form-III***, ***Owner's Form-IV*** or ***Victim's Form-VIA*** and ***VIB***, along with the relevant documents directly with the Claims Tribunal within 15 days.

15. ***Extension of time to file IAR and DAR***

If the Investigating Officer is unable to file *IAR* within 50 days and/or *DAR* within 90 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) suffered grievous injuries and is/are undergoing continuous treatment, the Investigating Officer shall approach the Claims Tribunal for extension of time to file *IAR/DAR* whereupon the Claims Tribunal shall extend the time as it considers appropriate in the facts and circumstances of each case.

16. ***Examination of FAR, IAR and DAR by the Claims Tribunal***

The Claims Tribunal shall examine whether *FAR*, *IAR* and *DAR* are 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 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 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 its completion.

17. ***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 his 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.

18. ***In case of an un-insured vehicle, the offenders to be prosecuted under Section 196 of the Motor Vehicles Act***

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

19. ***In case of fake driving licence/permit/fitness/insurance policy, appropriate action to be taken in accordance with law***

If the driving licence/permit/fitness/insurance policy is found to be fake, the Investigating Officer shall take appropriate action in accordance with law.

20. ***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 if 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 offending vehicle involved in the accident shall not be released, unless the registered owner furnishes sufficient security to the satisfaction of the Court to pay compensation that may be awarded. On expiry of three months of the vehicle being taken in possession

by the Investigating Officer, such vehicle shall be sold off in a public auction by the Magistrate having jurisdiction over the area where the accident occurred and proceeds thereof shall be deposited with the concerned Claims Tribunal within 15 days for satisfying the compensation that may be awarded by the Claims Tribunal.

21. ***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.

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

23. ***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.

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

24.1 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.

by the Investigating Officer, such vehicle shall be sold off in a public auction by the Magistrate having jurisdiction over the area where the accident occurred and proceeds thereof shall be deposited with the concerned Claims Tribunal within 15 days for satisfying the compensation that may be awarded by the Claims Tribunal.

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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.

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23. ***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.

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

24.1 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.

24.2 If the Investigating Officer is unable to produce the claimant(s) on the first date of hearing, the Claims Tribunal shall register the *DAR* as a claim petition after the appearance of the claimant(s).

24.3 If the claimant(s) file a separate claim petition, *DAR* shall be tagged along with the claim petition.

24.4 If the Report under Section 173 CrPC has not been filed at the time of filing of the *DAR*, the Claims Tribunal shall either await the filing of the Report under Section 173 CrPC or record the statement of the eye witness(es) to satisfy itself with respect to the negligence before passing the award.

24.5 The Claims Tribunal shall register the ***First Accident Report*** *(FAR)* as a miscellaneous application and the ***Interim Accident Report*** *(IAR)* as well as ***Detailed Accident Report*** *(DAR)* shall be taken on record in that Miscellaneous Application.

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

The Claims Tribunal shall register the case under Section 166 of the Motor Vehicles Act, if *DAR* and in particular, the Report under Section 173 CrPC has brought a case of rash and negligent driving. However, in cases where the *DAR* does not bring a charge of negligence or the claimant(s) choose to claim compensation on *No-fault* basis despite the charge of negligence, the Claims Tribunal shall register the claim as a *No-fault* liability case under the Motor Vehicles Act.

26. ***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 email address of their Nodal Officer to DCP-Legal Cell (PHQ) of Delhi Police who shall instruct all the Investigating Officers of Delhi Police dealing with the investigation of motor accident claims to send relevant forms and documents to the Nodal Officer by e-mail.

27. ***Duty of the Insurance Company to appoint a Designated Officer within 10 days of the receipt of the first intimation of the accident***

Upon receipt of the first intimation of accident, the Insurance Company shall appoint a Designated Officer for that case within 10 days. 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.

28. ***Duty of the Insurance Company to verify the claim***

The Insurance Companies are duty bound to verify the correctness/genuineness of the claim. The Insurance Companies shall direct their own officer(s) or appoint an investigator or surveyor to verify the claim. 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. If the Insurance Company, upon investigation, finds a case of fake accident, the Insurance Company is at liberty to file an application before the DCP concerned to requisition the CDR record of the driver of the offending vehicle.

29. ***Form-XI to be submitted by the Insurance Company before the Claims Tribunal within 30 days of DAR***

If the liability to pay the compensation is not disputed, the Insurance Company shall 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 to be submitted before the Claims Tribunal shall be in ***Form –XI***. However, if the Insurance Company does not admit the liability to pay the compensation, it shall disclose the grounds of defence in ***Form-XI*** and shall file the copy of report of Surveyor/Investigator along with ***Form-XI***.

30. ***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 deposit 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 ensure that the consent award is passed within six months from the date of accident.

31. ***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.

32. ***If the compensation offered by the Insurance Company is not fair and/or is not acceptable to the claimant(s), the Claims Tribunal shall pass an award within nine months from the date of accident***

If the amount offered by the Insurance Company is not fair/reasonable and/or is not acceptable to the claimants, the Claims Tribunal shall determine the amount after hearing the parties and shall pass an award. The Claims Tribunal shall ensure that the award is passed within nine months from the date of accident.

33. ***If the Insurance Company disputes the liability, the Claims Tribunal shall conduct an Inquiry and pass an award within one year from the date of accident***

If the Insurance Company disputes the liability to pay the compensation, it shall disclose the grounds of defence in ***Form-XI.*** If the Claims Tribunal considers the recording of evidence necessary, the Claims Tribunal shall conduct an inquiry in terms of Sections 168 and 169 of the Motor Vehicles Act to be completed within one year from date of accident. If the Claims Tribunal is unable to complete the inquiry within one year, it shall record reasons thereof in the award. The Claims.Tribunal shall follow the principles laid down in ***Mayur Arora v. Amit,*** 2011 (1) TAC 878 in conducting the inquiry. The Claims Tribunal may direct the recording of the evidence by the

Local Commissioner, if the Insurance Company is willing to bear the fees of the Local Commissioner.

34. ***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* is to be considered like a Report under Section 173 CrPC and the Claims Tribunal shall 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 and an award shall be passed after the satisfaction of Claims Tribunal with respect to all the relevant facts. Similarly, in 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 consider examining the parties under Section 165 of the Evidence Act. Reference be made to ***Ved Prakash Kharbanda v. Vimal Bindal***, (2013) 198 DLT 555 for the scope of Section 165 of the Evidence Act.

35. ***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 not to 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 Claims Tribunal. 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.

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

36.1 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.

36.2 The Claims Tribunal shall ensure that the following documents of the claimants are taken on record before the disbursement of the award amount:

(a) Aadhaar Card and PAN Card;
(b) Details of the Bank Account(s) of the Claimant(s) near the place of their residence along with the proper endorsement; and
(c) Two sets of photographs and specimen signatures of the claimant(s).

36.3 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.

36.4 At the time of passing of the award, the Claims Tribunal shall examine whether the claimant(s) is/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.

37. ***Written submissions to be filed by the parties before the Claims Tribunals in Form-XIII and XIV***

Both the parties shall file the written submissions with respect to their computation of compensation before the Claims Tribunal in ***Form-XIII*** for death cases and ***Form-XIV*** for injury cases.

38. ***Deposit of the award amount***

38.1 The Claims Tribunal shall direct the Insurance Company to deposit the award amount or transfer the same by RTGS/NEFT/IMPS directly to the bank account of the Claims Tribunal within 30 days of the award. However, if the Insurance Company decides to file an appeal against the impugned award, the Insurance Company shall seek extension of time to deposit the award amount whereupon the Claims Tribunal shall withhold coercive action till the expiry of 90 days from the date of the award.

38.2 The respondent(s) 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. The names and addresses of the claimant(s) and their counsel shall be mentioned in the award for issuance of notice of deposit.

39. ***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 01st May, 2018. Copy of the ***Motor Accident Claims Tribunal Annuity Deposit (MACAD) Scheme*** is ***Form–XIX.*** The following 21 Banks are implementing the ***MACAD Scheme:*** (i) State Bank of India, (ii) Punjab National Bank (iii) UCO Bank (iv) Bank of Baroda (v) Allahabad Bank (vi) Oriental Bank of Commerce (vii) IDBI Bank (viii) Indian Overseas Bank (ix) Andhra Bank (x) Bank of India (xi) Punjab & Sind Bank (xii) Bank of Maharashtra (xiii) Canara Bank (xiv) Central Bank of India (xv) Syndicate Bank (xvi) Corporation Bank (xvii) Dena Bank (xviii) Union Bank of India (xix) United Bank of India (xx) Indian Bank (xxi) Vijaya Bank.

40. ***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 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 above.

41. ***Form-XVII- Claims Tribunal shall deal with the compliance of the provisions in the award***

41.1 The Claims Tribunal shall incorporate the summary of computation of compensation in the award in ***Form-XV*** for death cases and in ***Form-XVI*** for injury cases.

41.2 The Claims Tribunal shall deal with the compliance of this Scheme 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, after affording an opportunity of hearing to 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, after affording an opportunity of hearing to the concerned officer. The Claims Tribunal shall incorporate the compliance of this Scheme in the award in ***Form-XVII***.

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

42.1 The Claims Tribunal shall fix a date for reporting compliance in the award itself. The Claims Tribunal shall direct the Insurance Company and/or driver/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.

42.2 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.

42.3 The Claims Tribunal shall execute its award in terms of the principles laid down by this Court in ***Bhandari Engineers & Builders Pvt. Ltd. v. Maharia Raj Joint Venture***, MANU/DE/1497/2020.

42.4 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.

43. ***Copy of the DAR as well as the award to be sent to the concerned Metropolitan Magistrate***

43.1 The Claims Tribunal shall send a certified copy of the award passed by the Claims Tribunal to the concerned Metropolitan Magistrate.

43.2 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.

43.3 The Investigating Officer shall 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.

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

The Claims Tribunal shall send the copy of the award to the *Delhi State Legal Services Authority (DSLSA).*

45. ***Form-XVIII- 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-XVIII.***

46. ***Form-XII-Victim Impact Report (VIR) to be filed by Delhi State Legal Services Authority before the Metropolitan Magistrate within 30 days of the conviction.***

After the conviction of the driver in the criminal case, the learned Metropolitan Magistrate shall send the copy of the judgment as well as the affidavit of the accused with respect to his assets and income to DSLSA whereupon DSLSA shall conduct a summary inquiry and submit a ***Victim Impact Report*** (*VIR*) before the learned Metropolitan Magistrate within 30 days of the conviction in terms of the Full Bench judgment of this Court in ***Karan v. State NCT of Delhi,*** Crl.A.352/2020 decided on 27th November, 2020. The ***Victim Impact Report*** formulated by the Full Bench is attached hereto as ***Form-XII.***

FORM-I

FIRST ACCIDENT REPORT (FAR)

By Investigating Officer to Claims Tribunal
Within 48 hours of the receipt of intimation of the Accident
Copy to Victim(s), Insurance Company and DSLSA

FIR No.	
Date	
Under Section	
Police Station	

1.	**Date of Accident**	
2.	**Time of Accident**	
3.	**Place of Accident**	
4.	**Source of Information**	☐ Driver/Owner ☐Victim ☐Witness ☐ Hospital ☐ Good Samaritan ☐ Police ☐Others (Specify)
	Name, mobile number & address of the Informant	
	Name	
	Mobile No.	
	Address	
5.	**Nature of Accident**	☐ Injury ☐ Fatal ☐ Damage/loss of the property ☐ Any other loss/injury
	Number of Vehicles involved	
	Whether Registration Number of the Offending Vehicle known	☐ Yes ☐ No

	Whether offending vehicle impounded by the police	☐ Yes ☐ No
	Whether the driver of the offending vehicle found on the spot	☐ Yes ☐ No
	Number of Fatalities	
	Number of Injured	
6.	**Details of the Hospital where victim(s) taken**	
	Hospital Name	
	Address	
	Doctor's Name	
7.	**Availability of CCTV Footage** If yes, CCTV Footage be preserved and be filed with DAR	☐ Yes ☐ No
8.	**Details of Owner(s), Driver(s) and Insurance of the Vehicle(s)**	

Details	Vehicle 1 (Offending vehicle)	Vehicle 2
Vehicle Details		
Vehicle Registration No.		
Driver Details		
Name of the Driver		
Address of Driver		
Mobile No. of Driver		
Owner Details		
Name of the Owner		

	Address of Owner		
	Mobile No. of Owner		
	Insurance Details		
	Insurance Policy No.		
	Period of Insurance Policy		
	Name of Insurance Company		
	Address of Insurance Company		

9. **Details of Victim(s)**

	Name	Deceased /Injured	Address & Contact Details
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			

S.H.O./I.O

P.I.S. No. : _____

Phone No. : _____

P.S. : _____

Date : _____

Documents to be attached:

(i) Copy of FIR

FORM-II

RIGHTS OF VICTIM(S) OF ROAD ACCIDENTAND FLOW CHART OF THIS SCHEME

To be handed over by IO to the
Victim/Family Members/Legal Representatives within 10 days of the accident

1. Right to immediate medical aid and treatment.
2. Right to copy of FIR.
3. Right to copy of First Accident Report (FAR) in Form - I.
4. Right to copy of Rights of Victim and Flow Chart of this Scheme in Form -II.
5. Right to copy of Driver's Form-III along with the documents.
6. Right to copy of Owner's Form-IV along with the documents.
7. Right to copy of Interim Accident Report (IAR) in Form-V along with the documents.
8. Right to blank copy of format of Victim's Form-VIA and Form-VIB.
9. Right to copy of Detailed Accident Report (DAR) in Form-VII along with the documents.
10. Right to copy of Insurance Form-XI.
11. Right to copy of Report under Section 173 Cr.P.C.
12. Right to copy of Victim Impact Report in Form-XII.
13. Right to copy of MLC and Post-Mortem Report.
14. Right to free legal aid from Delhi State Legal Services Authority.
15. Right to appear before the Claims Tribunal in person or through lawyer.
16. Right of a minor child/children (18 years or below) of the victim to be referred to the Child Welfare Committee by the IO for Inquiry into their needs and status.
17. Right of a minor child/children (18 years or below) of the victim to have the Child Welfare Committee conduct an Inquiry through the District Child Protection Officer into their well-being, medical needs, security, nutrition etc.
18. Right of a minor child/children (18 years or below) of the victim to get all benefits of *Juvenile Justice (Care and Protection of Children) Act, 2015* in case the Child Welfare Committee returns a finding of a child being a *Child in Need of Care and Protection* (CNCP).
19. Right of such minor child/children of the Victim to be placed in a *Children's Home* in case both the parents died or the surviving parent is unable to take

care of the child, as provided under the *Juvenile Justice (Care and Protection of Children) Act, 2015*.

20. Right to receive compensation under the *Scheme for Motor Accident Claims* formulated by the Delhi High Court.

Flow Chart of this Scheme is attached.

S.H.O./I.O

P.I.S. No. : _____

Phone No. : _____

P.S. : _____

Date : _____

Acknowledgement of the Victim/Family Members/Legal Representatives

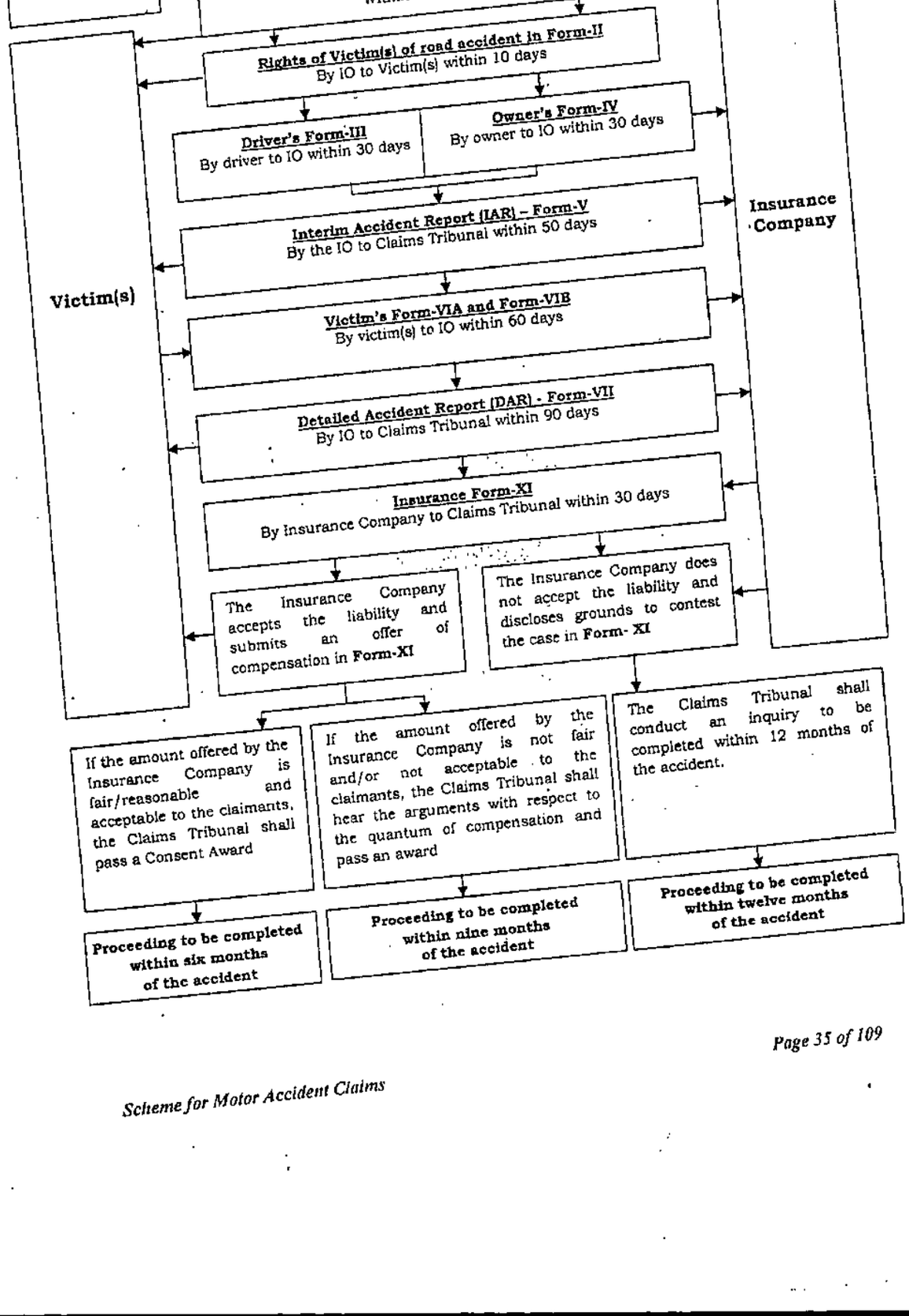
I have received this Form and the Flow Chart of the Scheme along with the copy of a blank Victim's Form-VIA and Form-VIB.

_____

Victim/Family Members/Legal Representatives

Date : _____

FLOW CHART OF SCHEME FOR MOTOR ACCIDENT CLAIMS



FORM-III

DRIVER'S FORM

By Driver of the vehicle(s) to Investigating Officer
Within 30 days of the Accident
Copy to Victim(s) and Insurance Company

FIR No.	
Date	
Under Section	
Police Station	

1.	**Driver Details**	
	Name	
	Father's Name	
	Mobile No.	
	Address	
2.	**Age/Date of Birth**	
3.	**Gender**	□ Male □ Female □ Other
4.	**Educational Qualifications**	□ Primary □ SSC □ HSC □ Graduate □ Postgraduate □ Doctorate □ Uneducated
5.	**Occupation**	□ Private Service □ Govt. Job □ Professional □ Agriculture □ Self-Employed □ Others
6.	**Monthly Income**	Rs.
7.	**Driving Licence**	□ Permanent □ Learner's □ Juvenile □ Without License □ Others (Specify)

8.	**Driving Licence No.**	
9.	**Period of Validity of Licence**	
10.	**Licensing Authority**	
11.	**Vehicle Registration No.**	
12.	**Vehicle Type**	
13.	**Owner Details**	
	Name	
	Mobile No.	
	Address	
14.	**Insurance Details**	
	Policy No.	
	Period of Policy	
	Name of Insurance Company	

Verification:

Verified at _____ on this _____day of _____ that the contents of the above Form are true to my knowledge and the documents attached are true copies of their originals.

Photograph
and
Signature
of Driver

Documents to be attached:

(i) ID/address proof
(ii) Driving Licence
(iii) Insurance Policy

FORM-IV

OWNER'S FORM

By Owner of the vehicle(s) to Investigating Officer
Within 30 days of Accident
Copy to the Victim(s) and Insurance Company

FIR No.	
Date	
Under Section	
Police Station	

1.	**Vehicle Details**	
	Registration No.	
	Colour	
	Make	
	Model	
	Year of Manufacture	
	Chassis No.	
	Engine No.	
	Registering Authority Name	
	Vehicle Type	☐ Motorized 2-wheeler ☐ Auto ☐ Car/Jeep/Taxi ☐ Cycle ☐ Rickshaw ☐ Bicycle ☐ Hand Drawn Cart ☐ Tempo/Tractor ☐ Bus ☐ Truck/Lorry ☐ Animal Drawn Cart ☐ Heavy Articulated Vehicle/ Trolley ☐ Not Known ☐ Others (Specify)

	Vehicle Use Type	☐ Private Vehicle ☐ Commercial Vehicle ☐ Goods & Carriage ☐ Garbage Truck ☐ Taxi/Hired Vehicle ☐ Public Service Vehicle ☐ Educational Institute Bus ☐ Others (Specify)
2.	**Owner Details**	
	Name *In case of a company, give name of person in-charge in terms of Section 199 of the MV Act, 1988*	
	Father's Name	
	Mobile No.	
	Address	
	Occupation	
3.	**Driver Details**	
	Name	
	Father's Name	
	Mobile No.	
	Address	
	Driving Licence No.	
	Period of Validity	
	Licensing Authority	
4.	**Insurance Details**	
	Policy No.	
	Period of Policy	
	Name of Insurance Company	

	Address of Insurance Company	
	Details of previous Insurance Policy	
	Whether the vehicle previously involved in any MACT case? *If yes, give details of FIR and MACT case.*	
5.	**In case of commercial vehicle**	
	Permit details	
	Fitness details	
6.	**Whether the owner reported the accident to the Insurance Company**	□ Yes □ No

Verification:

Verified at _____ on this _____day of _____ that the contents of the above Form are true to my knowledge and the documents attached are true copies of their originals.

Documents to be attached:

(i) ID/address proof
(ii) Registration Certificate
(iii) Driving Licence of the Driver
(iv) Insurance Policy
(v) Permit
(vi) Fitness

Photograph and Signature of Owner

FORM-V

INTERIM ACCIDENT REPORT (IAR)

By Investigating Officer to Claims Tribunal
Within 50 days of Accident
Copy to Victim(s), Insurance Company and DSLSA

FIR No.	
Date	
Under Section	
Police Station	

1.	**Date of Accident**	
2.	**Time of Accident**	
3.	**Place of Accident**	
4.	**Offending Vehicle**	
	Registration No.	
	Vehicle Make	
	Vehicle Model	
5.	**Driver of the offending vehicle**	
	Name	
	Father's Name	
	Mobile No.	
	Address	
	Driving Licence	□ Permanent □ Learner's □ Juvenile □ Without License □ Others (Specify)

	Driving Licence No.	
	Validity of Licence	
	Licensing Authority	
6.	**Owner of the offending vehicle**	
	Name	
	Father's Name	
	Mobile No.	
	Address	
7.	**In case of commercial vehicle**	
	Permit details	
	Fitness details	
8.	**Insurance Details**	
	Policy No.	
	Period of Policy	
	Name of Insurance Company	
	Address of the Insurance Company	
9.	**Witness(es) to the accident**	
	Witness-1: Name	
	Mobile No.	
	Address	
	Witness-2: Name	
	Mobile No.	
	Address	

	Witness-3: Name	
	Mobile No.	
	Address	
	Witness-4: Name	
	Mobile No.	
	Address	
10.	**Brief description of the Accident**	
11.	**Details of compliance(s)**	
(i)	Date of filing of *First Accident Report (FAR)*	
(ii)	Date of uploading *FAR* on the website of Delhi Police	
(iii)	Date of delivery of FIR and *FAR* to the Insurance Company	
(iv)	Date of delivery of FIR, Form-II and *FAR* to the Victim(s)	

(v)	Date of receipt of Form-III from the Driver	
(vi)	Date of receipt of Form-IV from the Owner	
(vii)	Date of delivery of Form-III and Form-IV to the Insurance Company	
(viii)	Date of delivery of Form-III and Form-IV to the Victim(s)	
(ix)	Whether the information/documents of the driver/owner have been verified. *If yes, attach the Verification Report.*	□ Yes □ No

S.H.O./I.O

P.I.S. No. : _____

Phone No. : _____

P.S. : _____

Date : _____

Documents to be attached:

(i) First Accident Report (FAR)
(ii) Driver's Form-II along with documents submitted by the Driver
(iii) Owner's Form-III along with documents submitted by the Owner
(iv) Verification Report

FORM-VI A

VICTIM'S FORM

By Victim(s) to Investigating Officer within 60 days of Accident
Copy to Insurance Company and DSLSA

FIR No.	
Date	
Under Section	
Police Station	

1.	**Date of Accident**	
2.	**Time of Accident**	
3.	**Place of Accident**	
4.	**Nature of case**	☐ Simple Injury ☐ Grievous Injury ☐ Fatal ☐ Damage/loss of the property ☐ Any other loss/injury
5.	**Registration Number of the offending vehicle**	
6.	**Owner Details**	
	Name	
	Address	
7.	**Driver Details**	
	Name	
	Address	
8.	**Insurance Details**	
	Policy No.	

	Period of Policy	
	Name of Insurance Company	
DEATH CASE		
9.	**Name of the deceased**	
10.	**Father's Name**	
11.	**Age / Date of Birth**	
12.	**Date of death**	
13.	**Gender of the deceased**	
14.	**Marital status of the deceased**	
15.	**Occupation of the deceased**	
16.	**If the deceased was employed, give the name and address of the employer**	
17.	**Income of the deceased**	
18.	**Whether the deceased was assessed to Income Tax** *If yes, file the copy of Income Tax Returns for the last three years*	☐ Yes ☐ No
19.	**Whether the deceased was the sole earning member of the family**	☐ Yes ☐ No
20.	**Details of medical treatment given to the deceased, prior to death. Give details of medical expenses incurred**	
21.	**Whether the victim got reimbursement of medical expenses from his employer or**	

	under a Mediclaim policy or under any government cashless treatment scheme or government insurance scheme *If yes, provide details*	

22.	**Name, Age, Gender, Relation and Marital Status of Legal Representatives of the deceased**				
	Name	**Age / DOB**	**Gender**	**Relation**	**Marital Status**
(i)					
(ii)					
(iii)					
(iv)					
(v)					
(vi)					

23.	**Name, Contact Number and Address of Legal Representatives of the deceased**		
	Name	**Contact Number**	**Present Address as well as Permanent Address**
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			

24.	In case of children below the age of 18 years			
	Name of Child	Details of school and class of the child	Annual School fee	Approximate expenditure of the child
(i)				
(ii)				
(iii)				
(iv)				
(v)				
(vi)				

INJURY CASE

25.	Name of the Injured	
26.	Father's Name	
27.	Address of the Injured	
28.	Contact No. of Injured	
29.	Age / Date of Birth	
30.	Gender of the Injured	
31.	Marital status of the Injured	
32.	Occupation of the Injured	
33.	If the Injured was employed, give the name and address of the employer	
34.	Income of the Injured	
35.	Whether Injured assessed to Income Tax	□ Yes □ No

	If yes, file the copy of Income Tax Returns for the last three years	
36.	**Nature and description of Injury**	
37.	**Medical treatment taken by the Injured**	
38.	**Name of hospital and period of hospitalization** Hospital Name Period of Hospitalization Doctor's Name	
39.	**Details of surgery(s), if undergone**	
40.	**Whether any permanent disability** *If yes, give details*	☐ Yes ☐ No

41. **Details of the family of the Injured**

	Name	Age / DOB	Gender	Relation
(i)				
(ii)				
(iii)				
(iv)				
(v)				
(vi)				

42.	In case of children below the age of 18 years			
	Name of Child	**Details of school and class of the child**	**Annual School fee**	**Approximate expenditure of the child**
(i)				
(ii)				
(iii)				
(iv)				
(v)				
(vi)				

43.	**Pecuniary Losses suffered**	
(i)	Expenditure on treatment	
(ii)	If treatment is still continuing, give the estimate of expenditure likely to be incurred on future treatment	
(iii)	Expenditure on conveyance, special diet, attendant charges etc.	
(iv)	Loss of income	
(v)	Loss of earning capacity	
(vi)	Any other pecuniary loss/damage	
44.	**Whether the injured got reimbursement of medical expenses from his employer or under a Mediclaim policy or under any government cashless treatment scheme or government insurance scheme** *If yes, provide details*	☐ Yes ☐ No

45.	**Value of loss/ damage to the property**	
46.	**Any additional information**	
47.	**Brief description of the accident**	
48.	**Compensation claimed**	

Documents to be submitted

In Death Cases:

1. Death certificate
2. Proof of age of the deceased which may be in form of (a) Birth Certificate; (b) School Certificate; (c) Certificate from Gram Panchayat (in case of illiterate); (d) Aadhar Card etc.
3. Proof of Occupation and Income of the deceased which may be in form of (a) Pay slip/salary certificate (salaried employee) (b) Bank statements of the last six months (c) Income tax Returns for last three years (d) Balance Sheet, etc.
4. Proof of the legal representatives of the deceased such as ration card, passport etc.
5. In case of legal heirs below the age of 18, copy of school ID, proof of school fee, proof of other expenses/expenditure of the children.
6. Treatment record, medical bills and other expenditure prior to death
7. Bank Account no. of the legal representatives of the deceased near the place of their residence with name and address of the bank along with the necessary endorsement
8. Proof of reimbursement of medical expenses by employer or under a Mediclaim policy, if taken
9. Any other document

In Injury Cases:

1. Multi angle photographs of the injured
2. Proof of age of the injured which may be in form of (a) Birth Certificate; (b) School Certificate; (c) Certificate from Gram Panchayat (in case of illiterate); (d) Aadhar Card etc.
3. Proof of Occupation and Income of the injured which may be in form of (a) Pay slip/salary certificate (salaried employee) (b) Bank statements of the last six months (c) Income tax Returns for the last three years (d) Balance Sheet, etc.
4. Treatment record, medical bills and other expenditure. In case of continuing treatment give proof of future medical expenditure.
5. Proof of absence from work where loss of income on account of injury is being claimed, which may be in the form of (a) Certificate from the employer; (b) Extracts from the attendance register.
6. In case of legal heirs below the age of 18, copy of school ID, proof of school fee, proof of other expenses/expenditure of the children
7. Bank Account no. of the injured near the place of his residence with name and address of the bank along with the necessary endorsement
8. Proof of reimbursement of medical expenses by employer or under a Mediclaim policy, if taken
9. Any other document

In case of death, paste photograph of deceased here

Verification:

Verified at _____on this _____ day of_____ that the contents of the above Form are true to my knowledge and the documents attached are true copies of the originals

Name and signature of the injured/legal representative of deceased			
S. No.	Name	Signature	Photograph
1.			
2.			
3.			
4.			
5.			
6.			

FORM-VI B

VICTIM'S FORM RELATING TO MINOR CHILDREN OF VICTIM(S)

By Victim(s) to Investigating Officer within 60 days of Accident
Copy to Insurance Company, Child Welfare Committee and DSLSA

FIR No.	
Date	
Under Section	
Police Station	

Details of the Minor Children (18 years or below)					
S.No	**Details of Children**	**Child 1**	**Child 2**	**Child 3**	**Child 4**
1.	**Name**				
2.	**Age/Date of Birth**				
3.	**Sex**				
4.	**SC/ST/OBC/General**				
5.	**Father's Name**				
6.	**Mother's Name**				
7.	**Guardian's Name** (If different from parent)				
8.	**Family Income** (Annual)				
9.	**Permanent Address**				
10.	**Present Address**				
11.	**Contact No. of father/ mother/family**				

	member				
12.	**Whether the child is Differently abled:** If yes, give details				
13.	**Present living conditions/ economic condition(after the accident)**				
Educational details of children					
14.	**Current status of education**				
	Level of education (class)				
	Whether the child is enrolled under EWS quota				
15.	**If not attending school, reasons to be provided**				
16.	**Detailed information of the school where the child is studying**				
	Corporation/ Municipal/ Panchayat				
	Govt./Other Boards				
	Private Management				
17.	**Expenditure on education**				

	Monthly school tuition fee				
	Annual school fee				
	Private tuition / coaching fee				
	Any other expenditure / logistics fee				
18.	**Vocational training / skill development, if any**				
	Type of skill development				
	Cost involved				
Health and Nutrition					
19.	**Physical health condition of the child (including medical examination report, in case of any disability)**				
	Any injury to child. If yes, details to be given				
	Loss of any body part due to accident				
20.	**Mental health condition of the child**				
	Whether immediate psychological counseling / treatment/ support required				
	Whether long term support required				
21.	**Medical expenses, if any**				
	Cost involved in immediate medical treatment				

	Cost involved in long term medical treatment				
22.	**Diet and nutrition expenses**				

Documents to be submitted

1. Copy of school/educational institution ID,
2. Copy of Aadhar card
3. Proof of education fee
4. Proof of other expenses/expenditure of the children
5. Copy of medical documents
6. Disability Certificate, if applicable
7. Copy of Caste certificate, if applicable
8. Copy of Income certificate, if applicable

Verification:

Verified at _____on this _____ day of_____ that the contents of the above Form are true to my knowledge and the documents attached are true copies of the originals

_____

Victim(s)

Name and photograph of all the Minor Children

S. No.	Name	Photograph
1.		
2.		
3.		
4.		

Note:

1. *Forms-VIA* and *VIB* to be sent by Investigating Officer to the concerned Child Welfare Committee to ascertain if the *Child in Need of Care and Protection (CNCP).*
2. Copy of *Forms-VIA* and *VIB* to be sent to *Delhi State Legal Services Authority (DSLSA)* to assign a lawyer to assist the child/children to avail their legal remedies/rights.

FORM-VII

DETAILED ACCIDENT REPORT (DAR)

By Investigating Officer to Claims Tribunal within 90 days of Accident

Copy to Victim(s), Driver, Owner, Insurance Company and DSLSA

FIR No.	
Date	
Under Section	
Police Station	

1.	**Date of Accident**	
2.	**Time of Accident**	
3.	**Place of Accident**	
4.	**Nature of Accident**	☐ Simple Injury ☐ Grievous Injury ☐ Fatal ☐ Damage/loss of the property ☐ Any other loss/injury
5.	**Offending Vehicle Details**	
	Registration No.	
	Make	
	Model	
	Vehicle Type	☐ Motorized 2-wheeler ☐ Auto ☐ Car/Jeep/Taxi ☐ Cycle Rickshaw ☐ Hand Drawn Cart ☐ Bicycle ☐ Tempo/Tractor ☐ Truck/Lorry ☐ Animal Drawn Cart ☐ Bus ☐ Heavy Articulated Vehicle/ Trolley ☐ Not Known ☐ Other (Specify)
	Vehicle Use Type	☐ Private Vehicle ☐ Commercial Vehicle ☐ Goods & Carriage ☐ Garbage Truck ☐ Taxi/Hired Vehicle

		□ Public Service Vehicle □ Educational Institute Bus □ Others (Specify)
6.	**Driver of offending vehicle**	
	Name	
	Father's Name	
	Mobile No.	
	Address	
	Driving Licence	□ Permanent □ Learner's □ Juvenile □ Without License □ Others (Specify)
	Driving Licence No.	
	Validity of Licence	
	Licensing Authority	
7.	**Owner of offending vehicle**	
	Name	
	Father's Name	
	Mobile No.	
	Address	
8.	**Insurance of offending vehicle**	
	Policy No.	
	Period of Policy	
	Name of Insurance Company	
9.	**Whether License has been verified from the Authority.** *If yes, attach report* *If no, give reasons*	□ Yes □ No

10.	**Whether Driving Licence suspended/cancelled** *If yes, give details*	□ Yes □ No
11.	**Whether driver injured during the accident** *If yes, give details*	□ Yes □ No
12.	**Vehicle was driven by**	□ Owner □ Paid Driver □ Others (Specify)
13.	**Whether the driver was driving under the influence of alcohol/drugs** *Whether findings based on scientific report. If yes, give details*	□ Yes □ No
14.	**Whether driver carrying mobile phone at the time of accident** *If yes, give details of Mobile*	□ Yes □ No
	Mobile No.	
	IMEI No.	
	Make & Model	
15.	**Whether driver previously involved in motor accident case(s)** *If yes, whether case pending or decided by MACT? Give details of the FIR and MACT case*	□ Yes □ No

16.	**In case of commercial vehicle**		
	Permit details		
	Fitness details		
17.	**Whether Permit and Fitness have been verified from the Authority** *If yes, attach report* *If no, give reasons*	☐ Yes	☐ No
18.	**Whether the owner reported the accident to the Insurance Company** *If yes, give date*	☐ Yes	☐ No
19.	**In case the driver fled from spot, whether the owner produced the driver before the police** *If yes, attach the copy of notice under Section 133 of the Motor Vehicles Act.*	☐ Yes	☐ No
Victim(s) details			
20.	**Victim(s)**	☐ Pedestrian/Bystander ☐ Two-wheeler ☐ Others (Specify)	☐ Cyclist ☐ In other Vehicle

DEATH CASE

21.	**Name of the deceased**	
22.	**Age of the deceased**	
23.	**Occupation**	

24.	**Details of Legal Representatives of the deceased**		
	Name	***Relationship***	***Age***
(i)			
(ii)			
(iii)			
(iv)			
(v)			

INJURY CASE

25.	**Name of the injured**	
26.	**Age**	
27.	**Occupation**	
28.	**Nature of Injury**	
	Simple	
	Grievous	
29.	**Details of Injury**	
30.	**Offences Charged**	
	Indian Penal Code, 1860	

(a)	Section 279	Rash driving or riding on a public way	☐
(b)	Section 337	Causing hurt by act endangering life or personal safety of others	☐
(c)	Section 338	Causing grievous hurt by act endangering life or personal safety of others	☐
(d)	Section 304-A	Causing death by negligence	☐
(e)	Any other offence		

	Motor Vehicles Act, 1988		
(a)	Sections 3/181	Driving without license	□
(b)	Sections 4/181	Driving by minor	□
(c)	Sections 5/180	Allowing unauthorized person to drive	□
(d)	Section 182	Offences relating to licences	□
(e)	Sections 56/192	Without fitness	□
(f)	Sections 66(1)/192A	Without permit	□
(g)	Sections 112/183(1)	Over speeding	□
(h)	Sections 113/194	Over loading	□
(i)	Sections 119/184	Jumping red light	□
(j)	Sections 119/177	Violation of mandatory signs (One way, No right turn, No left turn)	□
(k)	Sections 122/177	Improper/ obstructive parking	□
(l)	Sections 146/196	Without insurance	□
(m)	Section 177/RRR17(1)	Violation of "One way"	□
(n)	Section 194(1A)/RRR29	Carrying High/Long Load	□
(o)	Section 184/RRR6	Violation of "No overtaking"	□
(p)	Section 177/CMVR 105	Without light after sunset	□
(q)	Section 179	Disobedience of orders, obstruction and refusal of information	□

(r)	Section 184	Driving dangerously	☐
(s)	Section 184	Using mobile phone while driving	☐
(t)	Section 185	Drunken driving/ drugs	☐
(u)	Section 186	Driving when mentally or physically unfit to drive	☐
(v)	Section 187	Violation of Sections 132(1)(a), 133 & 134	☐
(w)	Section 190	Using vehicle in unsafe condition	☐
(x)	Section 194A	Carrying more passengers than authorised	☐
(y)	Section 194B/ CMVR 138(3)	Driving without a safety belt	☐
(z)	Section 194C	Penalty for violation of safety measures for motor cycle driver and pillion rider	☐
(aa)	Section 194D	Penalty for not wearing protective headgear	☐
(bb)	Section 194E	Failure to allow free passage to emergency vehicles	☐
(cc)	Section 194F	Using the horn unnecessarily or in places where it is prohibited	☐
(dd)	Section 197	Taking vehicle without authority	☐
(ee)	Section 199A	Offence committed by juvenile	☐
(ff)	Any other offence		

31.	**Detailed description of the Accident**

32.	**Direction(s) required from the Claims Tribunal**
(i)	The driver of the offending vehicle has not furnished Form-III/has furnished incomplete Form-III, despite letter(s) dated..... [Copy (s) attached]. The driver be directed to furnish the Form-III before this Tribunal within 15 days.
(ii)	The owner of the offending vehicle has not furnished Form-IV/ has furnished incomplete Form-IV, despite letter(s) dated..... [Copy (s) attached]. The owner may be directed to furnish the Form-IV before this Tribunal within 15 days.
(iii)	The victim(s) of the accident has/have not furnished Form-VIA/ Form-VIB/ has furnished incomplete Form-VIA/ Form-VIB, despite letter(s) dated..... [Copy (s) attached]. The victim may be directed to furnish the Form-VIA/ Form-VIB before this Tribunal within 15 days.
(iv)	The Registration Authority has not given the Verification Report despite letter(s) dated ..... [Copy (s) attached]. The Registration Authority be directed to furnish the Verification Report directly before this Tribunal within 15 days.
(v)	The Hospital has not given the MLC/ Post Mortem report despite letter(s) dated ..... [Copy (s) attached]. The Hospital be directed to furnish the above-mentioned documents directly before this Tribunal within 15 days.
33.	**Documents to be attached**

	Document	**Attached**	**Not Attached**
(i)	FIR		
(ii)	*Form-I - First Accident Report (FAR)*		
(iii)	***Form-II*** - Rights of Victim(s) and Flow Chart		
(iv)	***Form-III*** - Driver's Form along with documents submitted		
(v)	***Form-IV*** - Owner's Form along with documents submitted		

(vi)	*Form-V - Interim Accident Report (IAR)* along with documents submitted		
(vii)	*Form-VIA*- Victim's Form along with documents submitted		
(viii)	*Form-VIB* - Details of minor children of the Victim along with documents submitted		
(ix)	*Form-VII- Detailed Accident Report (DAR)*		
(x)	*Form-VIII* - Site Plan		
(xi)	*Form-IX* - Mechanical Inspection Report		
(xii)	*Form-X* - Verification Report		
(xiii)	*Form-XI* - Insurance Form along with documents submitted		
(xiv)	Photographs of the scene of accident from all angles		
(xv)	Photographs of all the vehicles involved in the accident from all angles		
(xvi)	CCTV Footage of the accident		
(xvii)	Report under Section 173 CrPC		
(xviii)	Copy of notice under Section 133 of the Motor Vehicles Act		
	DEATH CASE		
(xix)	Post-Mortem Report		
	INJURY CASE		
(xx)	Medico Legal Case (MLC) form		
(xxi)	Multi angle photographs of the injured		
	OTHER DOCUMENTS		

(xxii)	Letter(s) of the Investigating Officer demanding the relevant information/documents from the driver		
(xxiii)	Letter(s) of the Investigating Officer demanding the relevant information/documents from the owner		
(xxiv)	Letter(s) of the Investigating Officer demanding the relevant information/documents from the Insurance Company		
(xxv)	Letter(s) of the Investigating Officer demanding the relevant information/documents from the Victim(s)		
(xxvi)	Letter(s) of the Investigating Officer demanding the relevant information/documents from the Registration Authorities		
(xxvii)	Letter of the Investigating Officer demanding the relevant information/documents from the Hospital		

Verification:

Verified at _____ on this _____ day of _____ that the contents of the above report are true and correct and the documents were gathered during investigation.

S.H.O./I.O

P.I.S. No. : _____

Phone No. : _____

P.S. : _____

Date : _____

FORM- VIII

SITE PLAN

By Investigating Officer to Claims Tribunal
Along with DAR within 90 days of Accident

FIR No.	
Date	
Under Section	
Police Station	

1.	**Date of preparation of site plan**	
2.	**Type of collision** **(collision from)**	□ Hit from back □ Vehicle to pedestrian □ Run-off road □ Vehicle overturn □ Head on collision □ Others (Specify)
3.	**Road direction**	□ One-way □ Two-way □ Others (Specify)
4.	**No. of lanes**	
5.	**Width of road**	
6.	**Place of accident**	

7. **Detailed Site Plan** with road and junction name, direction and location of vehicle(s) on the road



S.H.O./I.O

P.I.S. No. : _____

Phone No.: _____

P.S. : _____

Date : _____

FORM- IX

MECHANICAL INSPECTION REPORT

By Investigating Officer to Claims Tribunal
Along with DAR within 90 days of Accident

FIR No.	
Date	
Under Section	
Police Station	

Date of Mechanical Inspection	
Name of Motor Vehicle Inspector	
Registration No. of Motor Vehicle Inspector	

1.	**Vehicle Registration No.**	
2.	**Vehicle Type**	☐ Motorized 2-wheeler ☐ Auto ☐ Car/Jeep/Taxi ☐ Cycle Rickshaw ☐ Hand Drawn Cart ☐ Bicycle ☐ Tempo/Tractor ☐ Truck/Lorry ☐ Animal Drawn Cart ☐ Bus ☐ Heavy Articulated Vehicle/ Trolley ☐ Not Known ☐ Others (Specify)
3.	**Vehicle make**	
4.	**Model Name**	
5.	**Colour of vehicle**	

6.	**Engine Number**	
7.	**Chassis Number**	
8.	**Location of vehicle inspection**	
	Accident Site	
	Garage	
	Other (Specify)	
9.	**In case of Commercial Vehicle**	
	Details of Fitness	
	Details of permit	
10.	**Evidence of Impact 1 (Paint Transfer)**	
	Paint Transfer found	☐ Yes ☐ No
	Colour of Paint Transfer	
	Location of Paint Transfer	
11.	**Evidence of Impact 2 (Scratch marks/ Others)**	
	Type of scratch	
	Location of paint transfer	
12.	**Point of Impact**	
13.	**Mechanical condition of Vehicle**	
	Steering	
	Wheels	
	Wipers	
	Mirrors	
	Others	

14.	**Whether vehicle modified by**		
	Installing CNG/LPG Kit		
	Change of vehicle body		
15.	**Condition of Tyres**	☐ Original	☐ Retreaded
16.	**Horn**		
	Whether installed	☐ Yes	☐ No
	If yes, whether functional	☐ Yes	☐ No
17.	**Brake lights & other lights functional**	☐ Yes	☐ No
18.	**Whether vehicle had faulty number plate**	☐ Yes	☐ No
19.	**Status of Airbags**		
	Whether the vehicle fitted with airbags	☐ Yes	☐ No
	If yes, whether airbags were deployed	☐ Yes	☐ No
20.	**For educational institution bus, whether the vehicle was fitted with the doors that can be shut & whether the vehicle had a suitable inscription to indicate that they are in the duty of an educational institute**		
21.	**Whether vehicle had tinted glasses**	☐ Yes	☐ No
22.	**Speed Limiter Devices in cases of PSVs (Commercial Vehicles)**		
	Whether vehicle fitted with	☐ Yes	☐ No

	Speed Limiter		
	If yes, whether functional	☐ Yes	☐ No
23.	**Parking Sensors**		
	Whether Rear Parking Sensors installed	☐ Yes	☐ No
	If yes, whether functional	☐ Yes	☐ No
24.	**Vehicle Location Tracking (VLT) Devices**		
	Whether installed	☐ Yes	☐ No
	If yes, whether functional	☐ Yes	☐ No
25.	**Description of damage (including internal & external damage and estimated cost of damage)**		

Documents to be attached:

1. Photographs of the vehicle

Motor Vehicle Inspector

Date : _____

FORM-X

VERIFICATION REPORT

By Investigating Officer to Claims Tribunal
Along with DAR within 90 days of Accident
through information available on VAHAN

FIR No.	
Date	
Under Section	
Police Station	

1.	**Vehicle Registration No.**	
	Validity Period	
2.	**Engine No.**	
3.	**Chassis No.**	
4.	**Category of Vehicle**	☐ LMV/LMV-T/HMV/MGV ☐ Private or Commercial
5.	**Vehicle Make & Model**	
	Make	
	Model	
6.	**Owner Details**	
	Name	
	Address	
7.	**Details of Insurer**	
8.	**Details of Permit**	

	Permit No.	
	Validity	
9.	**Details of Fitness Certificate**	
	Fitness Certificate No.	
	Validity	
10.	**In case record not available, state reasons**	

S.H.O./I.O

P.I.S. No. : _____

Phone No. : _____

P.S. : _____

Date : _____

FORM-XI

INSURANCE FORM

By Designated Officer of Insurance Company to Claims Tribunal
Within 30 days of receipt of DAR

FIR No.	
Date	
Under Section	
Police Station	

1.	**Vehicle Details**	
	Registration Number	
	Vehicle Make	
	Vehicle Model	
2.	**Details of Insured**	
	Name	
	Address	
3.	**Policy Details**	
	Policy No.	
	Period of Policy	
	Nature/Type of Policy	
4.	**Date of Accident**	
5.	**Date of intimation of the accident by the Insured to the Insurance Company**	

6.	**Date of receipt of *FAR***	
7.	**Date of receipt of *IAR***	
8.	**Date of receipt of *DAR***	
9.	**Date of appointment of the Designated Officer by the Insurance Company**	
10.	**Details of Designated Officer**	
	Name	
	Address	
11.	**Date of appointment of the Surveyor/Investigator**	
12.	**Name and Address of Surveyor/ Investigator**	
	Name	
	Address	
13.	**Date of Report of the Surveyor/Investigator**	
14.	**Date of Decision of the Designated Officer**	
15.	**Whether this Form has been filed within 30 days of receipt of DAR** *If not, give reasons for delay*	☐ Yes ☐ No
	DEATH CASE	
16.	**Name of the deceased**	
17.	**Age of the deceased**	
18.	**Occupation**	
19.	**Monthly Income**	

20.	**Details of Legal Representatives of the deceased**		
	Name	***Relationship***	***Age***
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			

21.	**Computation of compensation**	**Amount in Rs.**
	Income of the deceased (A)	
	Add-Future Prospects (B)	
	Less-Personal expenses of the deceased (C)	
	Monthly loss of dependency **[(A+B) – C = D]**	
	Annual loss of dependency **(D x 12)**	
	Multiplier (E)	
	Total loss of dependency **(E x 12 x D = F)**	
	Medical Expenses (G)	
	Compensation for loss of consortium (H)	
	Compensation of loss for love and affection (I)	
	Compensation for loss of estate (J)	
	Compensation towards funeral expenses (K)	
	Total Compensation (F+ G + H + I+J+K = L)	

INJURY CASE		
22.	**Name of the victim**	
23.	**Age of the victim**	
24.	**Occupation**	
25.	**Monthly Income**	
26.	**Nature of Injury**	
	Simple	
	Grievous	
27.	**Type of Injury**	
28.	**Details of medical treatment**	
29.	**Details of permanent disability (if any)**	
30.	**Computation of compensation**	**Amount in Rs.**
	Expenditure on the treatment	
	Expenditure on conveyance	
	Expenditure on special diet	
	Cost of nursing/attendant	
	Cost of artificial limb	
	Loss of earning capacity	
	Loss of income	
	Any other loss which may require any special treatment or aid to the injured for the rest of his life	

	Compensation for mental and physical shock	
	Pain and suffering	
	Loss of amenities of life	
	Disfiguration	
	Loss of marriage prospects	
	Loss of earning, inconvenience, hardships, disappointment, frustration, mental stress, dejectment and unhappiness in future life etc.	
	Total compensation	
31.	**If the Insurance Company does not admit the liability to pay the compensation, disclose the grounds on which the Insurance Company wants to contest the claim:**	

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

Documents to be attached:

1. Report of the Surveyor/Investigator

FORM – XII

VICTIM IMPACT REPORT

By DSLSA to concerned Metropolitan Magistrate within 30 days of conviction and to be considered at the time of sentencing

S. No.	Description	Particulars
1.	FIR No., date and under Section(s)	
2.	Name of Police Station	
3.	Date, time and place of offence	
4.	Nature of injury/loss suffered by the victim(s)	
	(i) Physical harm	
	(a) Simple injuries	
	(b) Grievous injuries	
	(c) Death	
	(ii) Emotional harm	
	(iii) Damage/loss of the property	
	(iv) Any other loss/injury	
5.	Brief description of offence(s) in which the accused has been convicted	
6.	Name of the victim	
7.	Father's /Spouse's name	

8.	Age	
9.	Gender	
10.	Marital status	
11.	Addresses: Permanent	
	Present	
12.	Contact information: Mobile	
	Email ID	

I. Death Case

S. No.	Description	Particulars		
13.	Name of the deceased			
14.	Father's/Spouse's name			
15.	Age of the deceased			
16.	Gender of the deceased			
17.	Marital status of the deceased			
18.	Occupation of the deceased			
19.	Income of the deceased			
20.	Name, age and relationship of legal representatives of deceased:			
	Name	**Age**	**Gender**	**Relation**
(i)				
(ii)				
(iii)				
(iv)				
(v)				

(vi)				
21.	***Details of losses suffered***			
	Pecuniary Losses:			
(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)			
(viii)	Medical Expenses			
(ix)	Funeral Expenses			
(x)	Any other pecuniary loss/damage			
	Non-Pecuniary Losses:			
(xi)	Loss of consortium			
(xii)	Loss of love and affection			
(xiii)	Loss of estate			
(xiv)	Emotional harm/trauma, mental and physical shock etc.			
(xv)	Post-traumatic stress disorder (anxiety, depression, hostility, insomnia, self-destructive behaviour, nightmares, agitation, social isolation, etc.) panic disorder or phobia(a) which got triggered by the incident/death of the deceased victim.			

(xvi)	Any other non-pecuniary loss/damage	
	Total loss suffered	

II. Injury Case

S. No.	Description	Particulars
22.	Name of the injured	
23.	Father's /Spouse's name	
24.	Age of the injured	
25.	Gender of the injured	
26.	Marital status of the injured	
27.	Occupation of the injured	
28.	Income of the injured	
29.	Nature and description of injury	
30.	Medical treatment taken by the injured	
31.	Name of hospital and period of hospitalization	
32.	Details of surgeries, if undergone	
33.	Whether any permanent disability? If yes, give details	
34.	Whether the injured got reimbursement of medical expenses	
35.	Details of family/dependents of the injured:	

	Name	Age	Gender	Relation
(i)				
(ii)				
(iii)				
(iv)				
(v)				
(vi)				

36.	***Details of losses suffered***	
	Pecuniary Losses:	
(i)	Expenditure incurred on treatment, conveyance, special diet, attendant etc.	
(ii)	If treatment is still continuing, give the estimate of expenditure likely to be incurred on future treatment	
(iii)	Loss of income	
(iv)	Any other loss which may require any special treatment or aid to the injured for the rest of his life	
(v)	Percentage of disability assessed and nature of disability as permanent or temporary	
(vi)	Percentage of loss of earning capacity in relation to disability	
(vii)	Loss of future Income - (Income x % Earning Capacity x Multiplier)	

(viii)	Any other pecuniary loss/damage	
	Non-Pecuniary Losses:	
(i)	Pain and suffering	
(ii)	Loss of amenities of life, inconvenience, hardships, disappointment, frustration, mental stress, dejectment and unhappiness in future life etc.	
(iii)	Post-traumatic stress disorder (anxiety, depression, hostility, insomnia, self-destructive behaviour, nightmares, agitation, social isolation, etc.) panic disorder or phobia(a) which got triggered by the incident.	
(iv)	Emotional harm/trauma, mental and physical shock etc.	
(v)	Disfiguration	
(vi)	Loss of marriage prospects	
(vii)	Loss of Reputation	
(viii)	Any other non-pecuniary loss/damage	
	Total loss suffered	

III. Damage/Loss to the property

S. No.	Description	Particulars
37.	Description of the property damaged/lost	
38.	The value of loss suffered	

IV. Conduct of the accused

S. No.	Description	Particulars
39.	Whether the accused fled from the Spot If so, when he/ she appeared before Police/ Court or arrested?	
40.	Whether the Accused reported the accident to the Police/ family of the victim	
41.	(i) Whether the Accused provided any assistance to the victim? (ii) Whether the Accused took the victim to the hospital? (iii) Whether the Accused visited the victim at the hospital?	
42.	Whether the Accused remained at the spot till police arrived	
43.	Whether the Accused cooperated in the investigation	
44.	Whether the Accused removed his/ her vehicle from the spot before police arrived	
45.	Whether the Accused paid compensation/ medical expenses to victim/ his family	
46.	Whether the Accused has previous convictions	
47.	Whether the Accused is/ was a close relative or friend of the victim	
48.	Age of the Accused	
49.	Gender of the Accused	
50.	Whether accused suffered injuries during the accident	
51.	Whether the Accused discharged the duties under Sections 132 and 134 of the MV Act, 1988? If no, whether the Accused has been prosecuted under Section 187 of MV Act	
52.	Whether the Driver has been previously involved in a motor	

	accident case If Yes, provide following details: FIR Number and Police Station	
53.	In case the driver fled from the spot, did the owner comply with the provisions of Section 133 of MV Act	
54.	Any other information regarding the conduct of the Accused	
55.	***Apparent contributing circumstances***	
(i)	Driving without valid driving license	
(ii)	Driving while disqualified	
(iii)	Learner driving without supervision	
(iv)	Vehicle not insured	
(v)	Driving a stolen vehicle	
(vi)	Vehicle taken out without the consent of the owner	
(vii)	Driving dangerously or at excessive speed	
(viii)	Dangerously loaded vehicle/ Overloaded	
(ix)	Parking on the wrong side of the road	
(x)	Improper parking/ Parking on wrong side of road	
(xi)	Non-observance of traffic rules	
(xii)	Poorly maintained vehicle	
(xiii)	Fake/forged driving license	
(xiv)	History of convulsions/ seizures	
(xv)	Fatigued/ Sleepy	
(xvi)	Guilty of violation of traffic rules in the past	
(xvii)	Previous convictions	

(xviii)	Suffering from medical condition that impairs driving	
(xix)	Using mobile phone while driving (Handheld)	
(xx)	Using mobile phone while driving (Handsfree)	
(xxi)	More than one injured/ dead	
(xxii)	Under the influence of alcohol or drugs	
56.	***Aggressive Driving***	
(i)	Jumping Red Light	
(ii)	Abrupt braking	
(iii)	Neglect to keep to the left of road	
(iv)	Criss Cross Driving	
(v)	Driving on the wrong side	
(vi)	Driving close to vehicle in front	
(vii)	Inappropriate attempts to overtake	
(viii)	Cutting in after overtaking	
(ix)	Exceeding Speed Limit	
(x)	Racing/ Competitive Driving	
(xi)	Disregarding any warnings	
(xii)	Overtaking where prohibited	
(xiii)	Driving with loud music	
(xiv)	Improper reversing	
(xv)	Improper passing	
(xvi)	Improper turning	
(xvii)	Turning without indication	

(xviii)	Driving in no-entry zone	
(xix)	Not slowing at junctions/ crossings	
(xx)	Turning with indication	
(xxi)	Not respecting stop sign	
(xxii)	Not respecting right of way to pedestrians	
57.	***Irresponsible Behaviour***	
(i)	Failing to stop after accident	
(ii)	Ran away from the spot after leaving the vehicle	
(iii)	Destruction or attempt to destroy the evidence	
(iv)	Falsely claiming that one of the victims was responsible for the accident	
(v)	Trying to throw the victim off the bonnet of the vehicle by swerving in order to escape	
(vi)	Causing death/injury in the course of dangerous driving post commission of crime or chased by police in an attempt to avoid detection or apprehension	
(vii)	Offence committed while the offender was on bail	
(viii)	Took any false defence	
(ix)	Misled the investigation	
(x)	Post-accident road rage behaviour	

IV. ***Paying capacity of the accused***

The accused has submitted the affidavit of his assets and income in the format ***Annexure-A.*** The particulars given by the accused in his affidavit have been verified through SDM/Police/Prosecution and after considering the same, paying capacity of the accused is assessed as under:

.....

.....

.....

.....

V. ***Recommendations of Delhi State Legal Services Authority***

After taking into consideration the gravity of the offense, severity of mental/physical harm/injuries suffered by the victim(s); losses suffered by the victim(s) and the paying capacity of the accused. The recommendations of the Committee are as under:-

.....

.....

.....

.....

Delhi
Dated:

Member Secretary
Delhi State Legal Services Authority

Documents considered and attached to the report

In Death Cases:

1. Death certificate
2. Proof of age of the deceased which may be in form of a) Birth Certificate; b) School Certificate; c) Certificate from Gram Panchayat (in case of illiterate); d) Aadhar Card
3. Proof of Occupation and Income of the deceased which may be in form of a) Pay slip/salary certificate (salaried employee); b) Bank statements of the last six months; c) Income tax Return; Balance Sheet
4. Proof of the legal representatives of the deceased (Names, Age, Address, Phone Number & Relationship)
5. Treatment record, medical bills and other expenditure
6. Bank Account no. of the legal representatives of the deceased with name and address of the bank
7. Any other document found relevant

In Injury Cases:

1. Multi angle photographs of the injured
2. Proof of age of the deceased which may be in form of a) Birth Certificate; b) School Certificate; c) Certificate from Gram Panchayat (in case of illiterate); d) Aadhar Card
3. Proof of Occupation and Income of the deceased which may be in form of a) Pay slip/salary certificate (salaried employee); b) Bank statements of the last six months; c) Income tax Return; Balance Sheet
4. Treatment record, medical bills and other expenditure.
5. Disability certificate (if available)
6. Proof of absence from work where loss of income on account of injury is being claimed, which may be in the form of a) Certificate from the employer; b) Extracts from the attendance register.
7. Proof of reimbursement of medical expenses by employer or under a Mediclaim policy, if taken
8. Any other document found relevant

FORM – XIII

BEFORE THE MOTOR ACCIDENT CLAIMS TRIBUNAL

....Petitioners(s)

Versus

....Respondent(s)

FORMAT OF WRITTEN SUBMISSIONS TO BE FILED BY 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.			

7. Computation of Compensation

S.No.	Heads	Claim of Petitioners(s)	Response of Respondent(s)
(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)		
(viii)	Medical Expenses (G)		
(ix)	Compensation for loss of consortium (H)		
(x)	Compensation for love and affection (I)		
(xi)	Compensation for loss of estate (J)		
(xii)	Compensation towards funeral expenses (K)		
TOTAL COMPENSATION (F + G + H + I + J + K =L)			
INTEREST			

FORM – XIV

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.	**Pecuniary Loss:**		
(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.	**Non-Pecuniary Loss:**		
(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, dejectment and unhappiness in future life etc.		

14.	**Disability resulting in loss of earning capacity:**		
(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)		
TOTAL COMPENSATION			
INTEREST			

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 love and affection **(I)**	
17.	Compensation for loss of estate **(J)**	
18.	Compensation towards funeral expenses **(K)**	
19.	**TOTAL COMPENSATION** **(F + G + H + I + J + K =L)**	
20.	**RATE OF INTEREST AWARDED**	
21.	Interest amount up to the date of award **(M)**	
22.	Total amount including interest **(L+M)**	
23.	Award amount released	
24.	Award amount kept in FDRs	
25.	Mode of disbursement of the award amount to the claimant(s).	
26.	Next Date for compliance of the award.	

14.	**Disability resulting in loss of earning capacity:**		
(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)		
TOTAL COMPENSATION			
INTEREST			

14.	**Disability resulting in loss of earning capacity:**		
(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)		
TOTAL COMPENSATION			
INTEREST			

FORM – XV

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)			
(v)			
(vi)			

Computation of Compensation

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 (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 love and affection (I)	
17.	Compensation for loss of estate (J)	
18.	Compensation towards funeral expenses (K)	
19.	**TOTAL COMPENSATION** **(F + G + H + I + J + K =L)**	
20.	**RATE OF INTEREST AWARDED**	
21.	Interest amount up to the date of award (M)	
22.	Total amount including interest (L+M)	
23.	Award amount released	
24.	Award amount kept in FDRs	
25.	Mode of disbursement of the award amount to the claimant(s).	
26.	Next Date for compliance of the award.	

FORM-XVI

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.	Computation of Compensation	
S.No.	**Heads**	**Awarded by the Tribunal**
11.	**Pecuniary Loss:**	
(i)	Expenditure on treatment	
(ii)	Expenditure on conveyance	
(iii)	Expenditure on special diet	
(iv)	Cost of nursing/attendant	

(v)	Cost of artificial limb	
(vi)	Loss of earning capacity	
(vii)	Loss of income	
(viii)	Any other loss which may require any special treatment or aid to the injured for the rest of his life	
12.	**Non-Pecuniary Loss:**	
(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, dejectment and unhappiness in future life etc.	
13.	**Disability resulting in loss of carning capacity:**	
(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.	**TOTAL COMPENSATION**	
15.	**INTEREST AWARDED**	
16.	Interest amount up to the date of award	
417.	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 - XVII

COMPLIANCE OF THE PROVISIONS OF THE SCHEME TO BE MENTIONED IN THE AWARD

1.	Date of the accident	
2.	Date of filing of ***Form-I - First Accident Report (FAR)***	
3.	Date of delivery of ***Form-II*** to the victim(s)	
4.	Date of receipt of ***Form-III*** from the Driver	
5.	Date of receipt of ***Form-IV*** from the Owner	
6.	Date of filing of the ***Form-V-Interim Accident Report (IAR)***	
7.	Date of receipt of ***Form-VIA*** and ***Form-VIB*** from the Victim(s)	
8.	Date of filing of ***Form-VII - Detailed Accident Report (DAR)***	
9.	Whether there was any delay or deficiency on the part of the Investigating Officer? If so, whether any action/ direction warranted?	
10.	Date of appointment of the Designated Officer by the Insurance Company	
11.	Whether the Designated Officer of the Insurance Company submitted his report within 30 days of the *DAR*?	
12.	Whether there was any delay or deficiency on the part of the Designated Officer of the Insurance Company? If so, whether any action/direction warranted?	
13.	Date of response of the claimant(s) to the offer of the Insurance Company	
14.	Date of the award	
15.	Whether the claimant(s) was/were directed to open savings bank account(s) near their place of residence?	

16.	Date of order by which claimant(s) was/were directed to open savings bank account(s) near his place of residence and produce PAN Card and Aadhaar Card and the direction to the bank not issue any cheque book/debit card to the claimant(s) and make an endorsement to this effect on the passbook	
17.	Date on which the claimant(s) produced the passbook of their savings bank account near the place of their residence along with the endorsement, PAN Card and Adhaar Card?	
18.	Permanent Residential Address of the claimant(s)	
19.	Whether the claimant(s) savings bank account(s) is near his place of residence?	
20.	Whether the claimant(s) was/were examined at the time of passing of the award to ascertain his/their financial condition?	

FORM – XVIII

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 – XIX

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 Installments (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.

PROSTHETICS PRICES FOR INSURANCE

Prepared by Safdarjang Hospital and VMMC

Components for calculating the Price

- Primary cost of the material
- Procuring cost of the material.
- Over head expenses.
- Professional service charges.
- Any other incidental charges.
- Lower limb prosthesis function levels, per CMS (K levels
- Warranty for 5 years on structural components excluding prosthetic feet, foot cover, liners & socket.
- One diagnostic socket & one final socket are included

CMS = Centers for Medicare and Medic-aid Services.

General Guidelines

- The prosthesis will be allowed for reissue on completion of 5 years in case of adult and 2 years in case of children.
- 10% of the total cost will be provided to the beneficiary as the maintenance cost during the period of 5 years.
- Upper age limit for the high end prostheses i.e. K3 or K4 functional level will be 55 years.
- Prosthetic components should have BIS/CE(European)/FDA certification for the purpose of reimbursement
- The prosthesis should be assessed and fit by the Prosthetics and Orthotics professional registered in the Rehabilitation Council of India under 'A' category.

Clinical assessments of the member's rehabilitation potential must be based on the Following classification levels:

Level 0: Does not have the ability or potential to ambulate or transfer safely with or without assistance and a prosthesis does not enhance their quality of life or mobility.

Level 1: Has the ability or potential to use a prosthesis for transfers or ambulation on level surfaces at fixed cadence. Typical of the limited and unlimited household ambulator.

Level 2: Has the ability or potential for ambulation with the ability to traverse low level environmental barriers such as curbs, stairs or uneven surfaces. Typical of the limited community ambulatory.

Level 3: Has the ability or potential for ambulation with variable cadence. Typical of the community ambulatory who has the ability to traverse most environmental barriers and may have vocational, therapeutic, or exercise activity that demands prosthetic utilization beyond simple locomotion.

Level 4:Has the ability or potential for prosthetic ambulation that exceeds basic ambulation skills, exhibiting high impact, stress, or energy levels. Typical of the prosthetic demands of the child, active adult, or athlete.

- The reimbursement will be made within the ceiling limit beyond which the beneficiary will bear the cost.

- Keeping in view the physical growth into consideration individuals upto 12 years of age will be considered as children for the reimbursement
- Silicone liner should be changed annually and patient may be paid @ Rs.20000/- per annum for 4 years after fitment in addition to the above mentioned price.
- Prosthetic foot / foot shell may be replaced once in 5 years after fitment

Trans Tibial Prosthesis Components

- One PP socket & one Laminated carbon Fiber Socket
- Stainless Steel / Titanium Pylon/ Tube
- Prosthetic feet as per CMS functional level
- Foot Adapter
- Bonded pylon / Pylon with 4 screw Adaptor.
- Tube Clamp Adaptor,
- Socket Adaptor
- Suspension Mechanism, Foam cover and Covering Socks.
- OPTIONAL ATTACHMENT (NEED BASE)

  Silicone / PU liner with shuttle lock mechanism

RECOMMENDED PROSTHETIC FEET AS PER FUNCTIONAL LEVEL

S.No.	Functional Level of Patient	RECOMMENDED FOOT
1.	**Functional Level 1& above (K1)**	SACH foot OR Single Axis Ankle/Foot
2.	**Functional Level 2 & above (K2)**	A Flexible-Keel Foot or Multi axial Ankle/Foot
3.	**Functional Level 3 & above (K3)**	A microprocessor controlled ankle foot system, energy storing foot, dynamic response foot with multi-axial ankle, flex foot system , flex-walk system or equal , or shank foot system with vertical loading pylon
4.	**Functional Level 4**	Running Blades

Prescription criteria for silicone / PU suction liner.

1. Atrophic skin
2. Bony prominence stump
3. Painful neuroma
4. Adherent Scar
5. High Physical activity

PRICE OF Trans Tibial Prosthesis for K-1 activity level

S.No.	NAME OF COMPANY	Price Quoted by the firm without Silicone Liner & Shuttle Lock Mechanism	Price Quoted by the firm with Silicone Liner & Shuttle Lock Mechanism	Remarks
1.	**Endolite India Limited**	General price list provided	General price list provided	All the firms has quoted prosthetic price **with Silicone Liner (upto 1 year life span) & Shuttle Lock Mechanism**
2.	**Otto Bock Health Care India Limited**	Rs.23,793/-	118,580/-	
3.	**P & O International Inc.**		2,57,260/-	
4.	**College Park Health Care India Ltd**		185,397.00	
5.	**BHATT SURGICALS**		2,29,822/-	
6.	**Born Life Prosthetics & Orthotics Inc.**		2,70,000/-	
7.	**Ideal Artificial Limb Solution**		185,397.00	
8	**PORC**	Not Provided		
9	**ALIMCO**	**Rs.14,163/-**	------	

NOTE: **All the companies except Otto Bock Health Care India Limited has quoted their price by including the following charges**

1. Silicone / Gel Liners (4 Nos.) as the expected life of liner is approx. One year (@ Rs. 21943)
2. Replacement of Foot Shell 2 No.s @ Rs.15000/ per piece & by Bhatt Surgicals @ Rs.8500/-
3. Repair & Maintenance (due to normal wear & tear)
4. **Artificial Limb Manufacturing Corporation of India (ALIMCO) has quoted standard price of Below Knee Prosthesis without Silicone Liner & Shuttle Lock Mechanism**

RECOMMENDATIONS:

1. Prosthesis with **Silicone Liner & Shuttle Lock Mechanism may be reimbursed as per details given in Annexure-I+ Rs.80000?(Liner cost for 4 years)**
2. Prosthesis without **Silicone Liner & Shuttle Lock Mechanism may be reimbursed after deducting an amount of Rs.35000/-**

3. Silicone liner should be changed annually and patient may be paid @ Rs.20000/- per annum for 4 years after fitment in addition to the above mentioned price.
4. Prosthetic foot / foot shell may be replaced once in 5 years after fitment.

ANNEXURE-I

PROPOSED REIMBURSEMENT PRICE OF Trans Tibial Prosthesis for K-1 activity level

S.No.	NAME OF PROSTHESIS & COMPONENTS	Proposed Price for reimbursement without Silicone Liner& Shuttle Lock Mechanism	Proposed Price for reimbursement with Silicone Liner & Shuttle Lock Mechanism
1.	**Trans tibial prosthesis (Below Knee Prosthesis) with SACH FOOT** (Its include- one Diagnostic or Trial socket & one Carbon Laminated Socket, S.S. Pylon/tube, SACH FOOT, Foot Adapter, Bonded Pylon/Pylon with 4screw Adaptor, Tube Clamp Adaptor, Socket Adaptor, Sleeve Suspension, Foam Cover, Covering Socks, Socket charges, etc.)	Rs.35000/-	Rs.70000/- **Total cost with liners for 5 years will be** Rs.70000/- + Rs.80000/- **= Rs.1,50,000/-**
2.	**Trans tibial prosthesis (Below Knee Prosthesis) with Single Axis Foot or equivalent foot** (Its include- one Diagnostic or Trial socket & one Carbon Laminated Socket, Titanium Pylon/tube, SACH FOOT, Foot Adapter, Bonded Pylon/Pylon with 4screw Adaptor, Tube Clamp Adaptor, Socket Adaptor, Sleeve Suspension, Foam Cover, Covering Socks, Socket charges, etc.)	Rs.50000/-	Rs.85000/- **Total cost with liners for 5 years will be** Rs.85000/- + Rs.80000/- **= Rs.1,65,000/-**

PRICE OF TRANS TIBIAL PROSTHESIS FOR K-2 ACTIVITY LEVEL

S.No.	NAME OF COMPANY	Price Quoted by the firm without Silicone Liner & Shuttle Lock Mechanism	Price Quoted by the firm with Silicone Liner & Shuttle Lock Mechanism	Remarks
1.	Endolite India Limited		General price list provided	All the firms have quoted prosthetic price **with Silicone Liner (upto 1 year life span) & Shuttle Lock Mechanism**
2.	Otto Bock Health Care India Limited		157,140/-	
3.	P & O International Inc.		Rs.3,63,956/-	
4.	College Park Health Care India Ltd		Rs.227,772/-	
5.	BHATT SURGICALS		2,29,822/-	
6.	Born Life Prosthetics & Orthotics Inc.		1,73,460/-	
7.	Ideal Artificial Limb Solution		Rs.227,772/-	
8	PORC		NOT PROVIDED	
9.	ALIMCO	NOT PROVIDED	NOT PROVIDED	

NOTE: All the companies have quoted their price by including the following charges

1. Silicone / Gel Liners (4 Nos.) as the expected life of liner is approx. One year (@ Rs. 21943)
2. Replacement of Foot Shell 2 No.s @ Rs.15000/ per piece & by Bhatt Surgical @ Rs.8500/-
3. Repair & Maintenance (due to normal wear & tear)

RECOMMENDATIONS:

1. Prosthesis with **Silicone Liner & Shuttle Lock Mechanism may be reimbursed as mentioned in annexure-II+ Rs.80000 (Liner cost for 4 years)**
2. Prosthesis without **Silicone Liner & Shuttle Lock Mechanism may be reimbursed after deducting an amount of Rs.35000/-**
3. Silicone liner should be changed annually and patient may be paid @ Rs.20000/- per annum for 4 years after fitment in addition to the above mentioned price.
4. Prosthetic foot / foot shell may be replaced once in 5 years after fitment.

ANNEXURE-II

PROPOSED REIMBURSEMENT PRICE OF Trans Tibial Prosthesis for K-2 activity level

S.No.	NAME OF PROSTHESIS & COMPONENTS	Proposed Price for reimbursement without Silicone Liner & Shuttle Lock Mechanism	Proposed Price for reimbursement with Silicone Liner & Shuttle Lock Mechanism
1.	**Trans tibial prosthesis (Below Knee Prosthesis) with Flexible Keel foot or equivalent foot** (Its include- one Diagnostic or Trial socket & one Carbon Laminated Socket, Titanium Pylon/tube, Flexible Keel foot or equivalent foot (2 nos.), Foot Adapter, Bonded Pylon/Pylon with 4screw Adaptor, Tube Clamp Adaptor, Socket Adaptor, Sleeve Suspension, Foam Cover, Covering Socks, Socket charges, etc.)	Rs.148000/-	Rs 148000/ **Total cost with liners for 5 years will be** Rs.148000/- + Rs.80000/- **= Rs.2,28,000/-**
2.	**Transtibial prosthesis (Below Knee Prosthesis) with Multi Axis Foot or equivalent foot** (Its include- one Diagnostic or Trial socket & one Carbon Laminated Socket,Titanium Pylon/tube, Multi Axis Foot or equivalent foot, Foot Adapter, Bonded Pylon/Pylon with 4screw Adaptor, Tube Clamp Adaptor, Socket Adaptor, Sleeve Suspension, Foam Cover, Covering Socks, Socket charges, etc.)	Rs.198000/-	Rs.198000/- **Total cost with liners for 5 years will be** Rs.1,98,000/- + Rs.80000/- **= Rs.2,78,000/-**

PRICE OF TRANS TIBIAL PROSTHESIS FOR K-3 ACTIVITY LEVEL

S.No.	NAME OF COMPANY	Price Quoted by the firm without Silicone Liner & Shuttle Lock Mechanism	Price Quoted by the firm with Silicone Liner & Shuttle Lock Mechanism	Remarks
1.	**Endolite India Limited**		General price list provided	

2.	**Otto Bock Health Care India Limited**		290,250/-	All the firms have quoted prosthetic price **with Silicone Liner (upto 1 year life span) & Shuttle Lock Mechanism**
3.	**P & O International Inc.**		Rs.451,296/-	
4.	**College Park Health Care India Ltd**		Rs.372,772/-	
5.	**BHATT SURGICALS**		Rs.3,06,322	
6.	**Born Life Prosthetics & Orthotics Inc.**		Rs.3,64,270/-	
7.	**Ideal Artificial Limb Solution**		Rs.372,772/-	
8	**PORC**		NOT PROVIDED	
9.	**ALIMCO**	NOT PROVIDED	NOT PROVIDED	

RECOMMENDATIONS:

1. Prosthesis with Silicone Liner & Shuttle Lock Mechanism may be reimbursed @ Rs.3,50,000/- with liner cost for 4 years.
2. Prosthesis without Silicone Liner & Shuttle Lock Mechanism may be reimbursed after deducting an amount of Rs.35000/-
3. Silicone liner should be changed annually and patient may be paid @ Rs.20000/- per annum for 4 years after fitment in addition to the above mentioned price.
4. Prosthetic foot / foot shell may be replaced once in 5 years after fitment.

Price of Trans Tibial Prosthesis with running blade or equivalent foot for K-4 activity level

S.No.	NAME OF COMPANY	Price Quoted by the firm with Silicone Liner & Shuttle Lock Mechanism	Remarks
1.	**Endolite India Limited**	General price list provided	All the firms have quoted prosthetic price **with Silicone Liner (upto 1 year life span) & Shuttle Lock Mechanism**
2.	**Otto Bock Health Care India Limited**	Rs.302,110—368,430	
3.	**P & O International Inc.**	Rs.685,208/-	
4.	**College Park Health Care India Ltd**	Rs. 4,78,772/-Rs.577,772/-	
5.	**BHATT SURGICALS**	Rs.4,47,052/-	
6.	**Born Life Prosthetics & Orthotics Inc.**	Rs.472,270/--Rs.562,270/-	
7.	**Ideal Artificial Limb Solution**	Rs.4,78,772/- Rs.577,772/	
8	**PORC**	NOT PROVIDED	
9.	**ALIMCO**	NOT PROVIDED	

RECOMMENDATIONS:

1. Prosthesis with Silicone Liner & Shuttle Lock Mechanism may be reimbursed @ Rs.4,50,000/- with liner cost for 4 years)
2. Prosthesis may be reimbursed to University / State / National & above level athlete only
3. Silicone liner should be changed annually and patient may be paid @ Rs.20000/- per annum for 4 years after fitment in addition to the above mentioned price.
4. Prosthetic foot / foot shell may be replaced once in 5 years after fitment

PRICE OF SYME'S PROSTHESIS for K-1 activity level

S.No.	NAME OF COMPANY	Price Quoted by the firm	Remarks
1.	**Endolite India Limited**	General price list provided	**Recommended Price is Rs.38000/-**
2.	**Otto Bock Health Care India Limited**	-------	
3.	**P & O International Inc.**	Rs. 37,494-80,000 for K1 level Rs. 80,000-1,20,000 for K2 level	
4.	**College Park Health Care India Ltd**	----------	
5.	**BHATT SURGICALS**	General price list provided	
6.	**Born Life Prosthetics & Orthotics Inc.**	----------	
7.	**Ideal Artificial Limb Solution**	Rs.36975/-	
8	**PORC**	NOT PROVIDED	
9.	**ALIMCO**	NOT PROVIDED	

Note: Prosthetic foot / foot shell to be replaced once in 5 years after fitment.

PRICE OF SYME'S PROSTHESIS for K-3 & activity level

S.No.	NAME OF COMPANY	Price Quoted by the firm	Remarks
1.	**Endolite India Limited**	General price list provided	Recommended Price Rs.2,25,000/-
2.	**Otto Bock Health Care India Limited**	-------	
3.	**P & O International Inc.**	2,41,000-2,65,000	
4.	**College Park Health Care India Ltd**	-----	
5.	**BHATT SURGICALS**	General price list provided	
6.	**Born Life Prosthetics & Orthotics Inc.**	-----	
7.	**Ideal Artificial Limb Solution**	232939	

8	PORC	NOT PROVIDED
9.	ALIMCO	NOT PROVIDED

RECOMMENDATIONS:

1. Prosthesis with **Silicone Liner may be reimbursed @ Rs.2,25,000/- + Rs.80000 (Liner cost for 4 years)**
2. Prosthesis may be reimbursed to University/ State / National & above level athlete only
3. Silicone liner should be changed annually and patient may be paid @ Rs.20000/- per annum for 4 years after fitment in addition to the above mentioned price.
4. Prosthetic foot / foot shell may be replaced once in 5 years after fitment

PRICE OF CHOPART'S PROSTHESIS

S.No.	NAME OF COMPANY	Price Quoted by the firm	Remarks
1.	Endolite India Limited	General price list provided	
2.	Otto Bock Health Care India Limited	-----	**Recommended Price for K1 & K2 level is Rs.38000/-**
3.	P & O International Inc.	Rs.30,000-45,000 for K2 Rs.2,41,000-2,65,000/- for K3 level	
4.	College Park Health Care India Ltd	------	**For K 3 level**
5.	BHATT SURGICALS	General price list provided	**1,30,000/-**
6.	Born Life Prosthetics & Orthotics Inc.	------	
7.	Ideal Artificial Limb Solution	137532 (K3 LEVEL)	
8	PORC	NOT PROVIDED	
9.	ALIMCO	NOT PROVIDED	

PRICE OF PARTIAL FOOT SILICONE PROSTHESIS

S.No.	NAME OF PROSTHESIS	Recommended Price (Above 12 years of age)	Recommended Price Child 7--12 years of age)	Recommended Price Child upto 6 years of age)
1.	Shoe filler with carbon plate	*Rs. 9000/-*	*Rs. 5000/-*	*Rs. 3000/-*
2.	Full Foot silicone Prosthesis	Rs.60000/-	Rs.45000/-	Rs.25000
3.	Great Toe Silicone Prosthesis	Rs.9000/-	Rs.5000/-	Rs.3000/-
4.	Silicone Prosthesis For 2nd Toe to Vth Toe	Rs.7500/- each	Rs.5000/- each	---------

PRICE OF Trans Tibial Prosthesis for Child Amputee activity level 2 & above

S.No.	NAME OF COMPANY	Price Quoted by the firm for Child 7--12 years of age) without liner & shuttle lock	Price Quoted by the firm for Child 7--12 years of age) with liner & shuttle lock	Price Quoted by the firm for Child upto 6 years of age)	Remarks
1.	Endolite India Limited			Not applicable Only passive prosthesis @ Rs.15000/- may be reimbursed	Recommended price for Child 7--12 years of age) with liner &shuttle lock Rs.1,20,000/- for 2 years
2.	Otto Bock Health Care India Limited				
3.	P & O International Inc.	Rs.50000— Rs.65000/-	Rs.1,10,000-- Rs.1,40,000		
4.	College Park Health Care India Ltd.				
5.	BHATT SURGICALS				
6.	Born Life Prosthetics & Orthotics Inc.				
7.	Ideal Artificial Limb Solution				
8	PORC				
9.	ALIMCO	NOT PROVIDED	NOT PROVIDED		

RECOMMENDATIONS:

1. Prosthesis with **Silicone Liner & Shuttle Lock Mechanism may be reimbursed @ Rs.1,20,000/- with liner cost for 2 years**
2. Prosthesis without **Silicone Liner & Shuttle Lock Mechanism may be reimbursed @ Rs.60000/-**
3. Silicone liner should be changed annually and patient may be paid @ Rs.20000/- per annum for 4 years after fitment in addition to the above mentioned price.
4. Prosthetic foot / foot shell may be replaced twice in 2 years after fitment for children

PRICE OF Trans Tibial Prosthesis for Child Amputee activity level 3 & above

S.No.	NAME OF COMPANY	Price Quoted by the firm for Child 7--12 years of age) without liner & shuttle lock	Price Quoted by the firm for Child 7--12 years of age) with liner & shuttle lock	Price Quoted by the firm for Child upto 6 years of age)	Remarks
1.	Endolite India Limited	--	--	Not applicable Only passive prosthesis with foot @ Rs.15000/-	Recommended price for Child 7--12 years of age) with liner & shuttle lock Rs.2,10,000/- for 2 years
2.	Otto Bock Health Care India Limited	---	--		
3.	P & O International Inc.	Rs. 1,44,272- - Rs.1,55,000	Rs. 1,98,200— Rs.2,20,000		
4.	College Park Health Care India Ltd	--	--		
5.	BHATT SURGICALS	--	--		
6.	Born Life Prosthetics & Orthotics Inc.	--	--		
7.	Ideal Artificial Limb Solution	--	--		
8	PORC	--	--		
9.	ALIMCO	----	---		

RECOMMENDATIONS:

1. Prosthesis with **Silicone Liner & Shuttle Lock Mechanism may be reimbursed @ Rs.2,10,000/- +with liner cost for 2 years)**
2. Prosthesis without **Silicone Liner & Shuttle Lock Mechanism may be reimbursed @ Rs.1,55,000/-**
3. Silicone liner should be changed annually and patient may be paid @ Rs.20000/- per annum for 2 years after fitment in addition to the above mentioned price.
4. Prosthetic foot / foot shell may be replaced twice in 2 years after fitment for children

PRICE OF Trans Tibial Prosthesis for Child Amputee activity level 4

S.No.	NAME OF COMPANY	Price Quoted by the firm for Child 7--12 years of age) without liner & shuttle lock	Price Quoted by the firm for Child 7--12 years of age) with liner & shuttle lock	Price Quoted by the firm for Child upto 6 years of age)	Remarks
1.	Endolite India Limited	--	--	Not applicable Only passive prosthesis with foot @ Rs.15000/-	Recommended price for Child 7--12 years of age) with liner & shuttle lock Rs.3,50,000/- for 2 years
2.	Otto Bock Health Care India Limited	---	--		
3.	P & O International Inc.		Rs. 3,11,350— Rs.3,85,000/-		
4.	College Park Health Care India Ltd	--	--		
5.	BHATT SURGICALS	--	--		
6.	Born Life Prosthetics & Orthotics Inc.	--	--		
7.	Ideal Artificial Limb Solution	--	--		
8	PORC	--	--		
9.	ALIMCO	----	----		

RECOMMENDATIONS:

1. Prosthesis with **Silicone Liner & Shuttle Lock Mechanism may be reimbursed @ Rs.3,50,000/- with liner cost for 2 years.**
2. Silicone liner should be changed annually and patient may be paid @ Rs.20000/- per annum for 2 years after fitment in addition to the above mentioned price.
3. Prosthetic foot / foot shell may be replaced twice in 2 years after fitment for children

NOTE: Price of other companies also needs to be checked for final recommendation in case of child amputee.