

रेल दावा अदिकरण, भोपाल पीठ, भोपाल
RAILWAY CLAIMS TRIBUNAL: BHOPAL BENCH : BHOPAL

SHRI MUKESH NIGAM, HON'BLE VICE CHAIRMAN (TECHNICAL), RCT/ALD @ BHOPAL
SHRI AJAY KUMAR GARG, HON'BLE MEMBER (JUDICIAL) BHOPAL

Case No.	O.A/lu/BPL/2023/C3
Date of incident	15.02.2022
Date of Registration	05.01.2023
Date of Arguments	16.06.2025
Date of Decision	18.06.2025

1. श्रीमती प्रति मानिकपुरी गाँव स्व प्रकाश मानिकपुरी
2. मानवता मानिकपुरी पति स्व प्रकाश मानिकपुरी
केसों निवासी-प्लॉट नं० 11, टाकुदेव ज.ई.नं० 46 भागल पत्ता
पु.पो. शिवरौन्दावण तहसील, जामाद बिला बोजगोर-चांपा छ.ग.
बामनपुरा-पु.पो. गणेश नगर का मेकान, बीडी बर्गाचा पत्ता
के पास प्लॉट नं० 585 बार्ड नं० 46 अजयपुरा बिला बिलासपुर छ.ग.
प्लॉट नं० नन्दा की ओर से बलि पादा प्रति मानिकपुरी

... APPLICANTS

VERSUS

Union of India, through
The General Manager,
South East Central Railway,
Bilaspur

... RESPONDENT

Value of Claim : Rs.8,00,000/-

Represented by: Shri Rajendra Saman /Shri Anil Das Manikpuri, Ld counsel for applicant
Shri Sandeep Savita, Ld. Counsel for Respondent

JUDGEMENT

By Shri Mukesh Nigam, Hon'ble Vice Chairman(Technical), RCT/ALD @ Bhopal

1. The applicants being wife & daughter of deceased प्रकाश मानिकपुरी, have filed the claim application under Sec.16 of the Railways Act seeking compensation of Rs.8,00,000 for death of her husband/father in an untoward incident on 15.02.2022.

2. It is the case of the applicants that on 15.02.2022, while boarding in T.No. 12809 on the strength of a valid journey ticket bearing No.UXQ67682772 Ex. Bilaspur to Champu, her husband Prakash Manikpuri(deceased), fell down from moving train & sustained severe injuries. Applicant has averred in her affidavit annexed claim petition that - दिनांक 15/02/2022 को मेरे पति स्व० प्रकाश मानिकपुरी बिलासपुर रेलवे स्टेशन पर 11:45 ई. हावड़ा ट्रेन 12809 में चढ़ते समय गिरने से घायल होकर आई जिले सिव्वा अस्पताल बिलासपुर ले जाया गया जहाँ उसे चोट घायल होने से मेलाहारा रायपुर गेज दिया गया और दिनांक 24/02/2022 को इलाज के दौरान मृत्यु हो गई।

Contd...2...



रहस्यमय
रेल दावा अदिकरण
भोपाल पीठ, भोपाल

3.1. The Respondent has filed written Statement along with DRM Report wherein it is submitted under Para NO. 10 of W.S. filed. चतुर्थ घटना का प्रत्यक्षदर्शी साक्षी मुख्य स्टेशन मास्टर बिलासपुर श्री पी. सीताराम गुप्ता ने अपने जमान में बताया है कि दिनांक 15.02.2023 को गाड़ी संख्या 12809 हावड़ा मेल एक्सप्रेस खाना हुई। गाड़ी के खाना होने के पश्चात एक व्यक्ति बोझले हुए आधा और गाड़ी में चढ़ने की कोशिश करने लगा तबते समय गिरफ्तार गाड़ी की चपेट में आ गया। बाबा आनंदन पत्र, डॉ. आर.एस. रिपोर्ट एवं पुलिस जांच के दौरान मेडिकल हाथ एच एमएचजेनो का अस्पताल भेजने पर यह स्पष्ट होता है कि दिनांक 15.02.2023 को आवेदिका के साथ जो घटना घटित हुई है, वह उसकी स्वयं की लापरवाही से घटित हुई है। As per extant rules boarding a train which is in motion is punishable and therefore the incident does not fall within the meaning of an untoward incident as defined in Sec. 123(c)(2) of the Railways Act and that the Respondent is not liable to pay compensation.

3.2. Averments made in DRM report:-

दिनांक 15.02.2023 को बिलासपुर सी. पी. स्टेशन आधारे का जमाना अपने जमान में बताया कि उनके द्वारा दिनांक 15.02.2023 को गाड़ी संख्या 12809 हावड़ा मेल एक्सप्रेस खाना हुई। खाना होने के पश्चात एक व्यक्ति बोझले हुए आधा और गाड़ी में चढ़ने की कोशिश करने लगा तबते समय गिरफ्तार गाड़ी की चपेट में आ गया।

गाड़ी संख्या 12809 के चालक श्री एस.के. दुबई ने अपने जमान में बताया कि अग्रत व्यक्ति का नाम पी.सी. सीताराम गुप्ता था। गाड़ी के प्रत्यक्षदर्शी मुख्य स्टेशन मास्टर बिलासपुर श्री पी. सीताराम गुप्ता ने अपने जमान में बताया कि दिनांक 15.02.23 को गाड़ी संख्या 12809 हावड़ा मेल एक्सप्रेस खाना हुई। खाना होने के पश्चात एक व्यक्ति बोझले हुए आधा और गाड़ी में चढ़ने की कोशिश करने लगा तबते समय गिरफ्तार गाड़ी की चपेट में आ गया।

गाड़ी संख्या 12809 के चालक श्री एस.के. दुबई ने अपने जमान में बताया कि अग्रत व्यक्ति का नाम पी.सी. सीताराम गुप्ता था। गाड़ी के प्रत्यक्षदर्शी मुख्य स्टेशन मास्टर बिलासपुर श्री पी. सीताराम गुप्ता ने अपने जमान में बताया कि दिनांक 15.02.23 को गाड़ी संख्या 12809 हावड़ा मेल एक्सप्रेस खाना हुई। खाना होने के पश्चात एक व्यक्ति बोझले हुए आधा और गाड़ी में चढ़ने की कोशिश करने लगा तबते समय गिरफ्तार गाड़ी की चपेट में आ गया।

गाड़ी संख्या 12809 के चालक श्री एस.के. दुबई ने अपने जमान में बताया कि अग्रत व्यक्ति का नाम पी.सी. सीताराम गुप्ता था। गाड़ी के प्रत्यक्षदर्शी मुख्य स्टेशन मास्टर बिलासपुर श्री पी. सीताराम गुप्ता ने अपने जमान में बताया कि दिनांक 15.02.23 को गाड़ी संख्या 12809 हावड़ा मेल एक्सप्रेस खाना हुई। खाना होने के पश्चात एक व्यक्ति बोझले हुए आधा और गाड़ी में चढ़ने की कोशिश करने लगा तबते समय गिरफ्तार गाड़ी की चपेट में आ गया।

गाड़ी संख्या 12809 के चालक श्री एस.के. दुबई ने अपने जमान में बताया कि अग्रत व्यक्ति का नाम पी.सी. सीताराम गुप्ता था। गाड़ी के प्रत्यक्षदर्शी मुख्य स्टेशन मास्टर बिलासपुर श्री पी. सीताराम गुप्ता ने अपने जमान में बताया कि दिनांक 15.02.23 को गाड़ी संख्या 12809 हावड़ा मेल एक्सप्रेस खाना हुई। खाना होने के पश्चात एक व्यक्ति बोझले हुए आधा और गाड़ी में चढ़ने की कोशिश करने लगा तबते समय गिरफ्तार गाड़ी की चपेट में आ गया।

4. On the pleadings of the parties the following issues were framed on 27.06.2024 :-

1. Whether the deceased was a bona fide passenger of the train in question at the time of occurrence of the alleged untoward incident?
2. Whether the death of the deceased was caused due to the said alleged untoward incident as defined under section 123 (c) read with 124-A of the Railways Act 1989?
3. Whether the Respondent Railway is protected under the section 124-A of the Railways Act, 1989 and is not liable to pay any compensation to the applicants?
4. Whether the applicants are the legal dependents of the deceased to claim/receive the compensation, if any, granted? Who else are the dependants?
5. Relief & Cost?

5. **EVIDENCE** : Applicant No. 1 श्रीमती प्रीति भास्करपुरी पत्नी स्व. श्री प्रकाश भास्करपुरी(AW-1) has stopped in witness box. She filed her affidavit towards examination-in-chief and was cross examined by Ld. Counsel of Respondent.

Respondent has produced its witness namely श्री बी सीताराम गुप्ता आत्मच स्व श्री बी सन्ध्यानी CSM, Bilaspur as RW-1. The said witness filed his affidavit towards examination in chief and cross-examined by Ld. Counsel for Applicant and discharged.



रजिस्ट्रार
बिलासपुर
मोहताब प्रो. मोहताब

Contd.....3..

- 113 -

6. Considered the pleadings of both sides, perused all the documents and evidence available on record and heard the submissions made by Ld. Counsels on both sides. The decision on the issues are as under:-

FINDINGS

7. Issue no 1, 2 & 3 are being taken up together as they are interconnected:-

CSM /Bilaspur had given a statement in the RPF's investigation report stating that on 15.02.2022 when during his duty hours, Train No.12809 arrived at 18.38 hours and after scheduled stoppage, departed at 18.50 hours. After start of train, one person came running and during the process of entrain, he slipped and fell down. During his examination as RW-1 on 01.10.2024, he accepted and confirmed the statement (Annexed at R-3/13) given to Investigation Officer (RPF).

On duty, Loco Pilot: Shri S.K.Kujoor and Train Manager, Shri R.P.Singh in their respective statements have confirmed the ACP applied in Train No. 12809 on 15.02.2022

Applicant No.1 (Wife of deceased) in claim petition as well as during her examination has stated that her husband (deceased) was coming to Champa on the strength of 2nd class General Ticket UXV67682772 dated 15.02.2022 (Exh. A37-38) and in the process of entraining in Train NO.12809, he fell down, sustained injuries and died during the treatment.

Respondent in DRM Report has also admitted that ticket bearing No. UXV67682772 was genuine which has been verified by Chief Commr. Supervisor (Booking), SECR, Bilaspur (Exh. R-17/18). But Respondent, based on its investigation, has although accepted the fall of deceased from train and Respondent's Counsel argued that due to deceased's own act of negligence i.e. boarding in moving train, he slipped and fell down from running train. That it is a case of self-inflicted injury falling under exceptional clause (b) of section 124A of the Railway Act, 1939, for which Railway is not liable to compensate.

Ld. Counsel for the applicants submitted that in case of accidental fall of any passenger from a train carrying passengers, in order to escape the liability to pay compensation, it is necessary for the railways to adduce evidence that the incident is of the kind described in proviso (a) to (e) of sec.124A. Here, Respondent has failed to prove, by bringing any evidence either oral or documentary, that the instant case does not come within the purview of an unintended incident as defined in section 123 (c) of the Railways Act, 1939.

8. As far as negligence is concerned, it would be apposite to draw from the judgement of Hon'ble Supreme Court in *Rina Devi versus Union of India* (CA No 4945 of 2018) (SLP (Civil) No. 10223 @ D.No.6039/2015) in which it held that:

"16.6 We are unable to uphold the above view as the concept of 'self-inflicted injury' would require intention to inflict such injury and not mere negligence of any particular degree.

Contd.....4...



सहायक पंजीयक
रेल वार्ता अधिकरण
राज्य पीठ: भोपाल

:4:

Doing so would amount to invoking the principle of contributory negligence which cannot be done in the case of liability based on 'no fault theory'. We may in this connection refer to judgment of this Court in *United India Insurance Co Ltd. versus Sunil Kumar* laying down that plea of negligence of the victim cannot be allowed in claim based on 'no fault theory' under Section 155A of the Motor Vehicles Act, 1988. Accordingly, we hold that death or injury in the course of boarding or de-boarding a train will be an 'unfoward incident' entitling a victim to the compensation and will not fall under the proviso to Section 124A merely on the plea of negligence of the victim as a contributing factor."

9. Based on the documentary evidence on record, circumstance of the present case and above law applicable thereon, it is held that the death of deceased has occurred owing to accidental fall from train in an unfoward incident as defined in sec. 123 (b) (2) of the Act while travelling as a bona-fide passenger on 21.01.2023, therefore, the respondent railway is not protected under the exemption clause to section 124-A of the Railways Act and is liable to pay compensation to the dependants of the victim. Thus, Issue No.1 & 2 are decided affirmatively in favour of the Applicants and Issue No. 3 is decided negative against the Respondent.

ISSUE NO.4 :-

10. In the claim application, It has been averred that the deceased had left behind Smt Priya Manikpur Wd/o Prakash Manikpur (Applicant No.1) & Manjara Manikpur D/o Lt. Prakash Manikpur (Applicant No.2) as dependants. In support of their dependency, Applicants have filed document i.e. Ration Card (A-2/18, Aadhar Card & Pan Card of deceased (A-17/25-28), Aadhar card of self and Daughter (A-14/22 to A/15-24), Bank Account details (A-18/27) & Death certificate of parents of deceased (A-16/16-19). There is no other evidence, which may show that the deceased had any other dependants. Nothing contrary has also been shown on behalf of the Respondent. Nobody else has come before the Tribunal, claiming himself/herself as dependent. Thus, it is held that the Applicant No. 1 & Applicant No.2 are the legal dependants of the deceased under Section 123 (b) (i) & (ii) of the Railways Act, 1988, and Issue No.4 is decided accordingly.

Issue No. 5:-Relief & Cost

11. The applicants, under Part-I of the Schedule of the Railway Accidents & Unfoward Incidents (Compensation) Rules, 1990, as amended in 1997 and 2018, are altogether entitled to Rs.8,00,000/- alongwith interest @ 9% from the date of incident 15.02.2022 as compensation on account of the death of the deceased in an Unfoward Incident. The amount of compensation to the applicants is apportioned as under and Issue No.5 is decided accordingly:-

Applicant No.	Name of Applicant	Relation with deceased	Amount(Rs.)
1.	सौ. प्रीति मानिकपुरी	Wife	6,00,000/-
2.	मानिका मानिकपुरी	Minor Daughter	2,00,000/-
TOTAL			8,00,000/-

12: The claim application is allowed on contest without costs. The following order is passed :-

Contd.....5...



सहायक/अधीक्षक
रेल दायता/अधिकरण
महाराष्ट्र, कोयंबटूर

:5:

ORDER

13. Respondent Railway Administration is hereby directed to pay jointly Rs 8,00,000/- (Rupees eight lakhs) only alongwith interest @ 9% p.a. from the date of Incident i.e. 15.02.2022 till the date of realization, to the aforesaid dependants of the deceased as compensation.

14. The aforesaid applicants are hereby directed to furnish their fresh Bank account particulars of a Nationalized bank, situated nearest to their place of residence, to the Respondent Railway as well as to the Addl. Registrar of this Tribunal within a period 30 days from the date of receipt of this Order.

15. The Respondent Railway shall endeavor to make payment as early as possible, but not beyond 60 days from the date of receipt of copy of the Award passed by Tribunal in compliance of the directions of Railway Board letter No. 2021/TC-III/2010 dated 28.09.2021.

16. If the Respondent fails to deposit the compensation amount within 60 days from the date of receipt of copy of Award, the respondent shall pay further interest @ 12% from the date of receipt of copy of award till the date of actual payment.

17. So far as disbursement of the amount of award is concerned, we have heard the learned counsel for the parties.

18. We may notice that in **Geeta Devi Vs. Union of India, Delhi High Court** had observed as under:

"5. As Regards Amendment to the Railway Accidents and Unfoward Incidents (Compensation) Rules, 1990.

5.1. Many of the claimants are drawn from rural areas with low levels of literacy and lower levels of making appropriate decision for the use of amounts guaranteed under the awards. There are several instances of their exploitation by middlemen and touts operating in the field. The scope of such exploitation is itself one of the incentives for fomenting bogus claims, fabricated documents and duplicate claims in different Benches of the Tribunal for the same cause of action. The availability of bulk funds in the name of an ill-informed claimant is also a cause for exploitation. A scheme for protection of the amount due to such a claimant is the need of the hour. Earlier, this Court has involved 21 Nationalized Banks in dialogue to evolve a scheme of annuities for disbursement of claims.

They have been ordered already to be implemented in this case, vide directions passed on 22nd February, 2019. This scheme as applied to motor accident claims has been approved by the Supreme Court in its order dated 05th March, 2019 in *Krishnamurthi versus New India Insurance Company*, SLP(C) No.31521-31522 of 2017. A statutory rule backing will therefore, best serve the interest of the filigani in the manner set out below:

5.2 Insert following Rule 5 after Rule 4:- **Rule 5: Mode of payment—**(1) The Tribunal may, in order to protect the sum awarded to the claimant, having due regard to the illiteracy or

Contd....6...



सहायक संजीवक
नेपाल राष्ट्रिय बैंक
सोपान पीठ, सोपान

16:

other disabling factors impairing the judicious use of such sum, issue directions for disbursing the award in terms of annuities, fixed deposits or other suitable mode shall sub-serve justice. (2) If any of the claimants is a minor or person of unsound mind, the Tribunal may give liberty to the guardian ad litem to use the interest accruals on the deposit that shall be made during the minority for maintenance. (3) Nothing in this Rule shall limit the power of the Tribunal to make modifications of the mode of disbursement for reasons to be stated in writing depending on the exigencies requiring liquidation of any corpus created for annuity or premature closure of fixed deposit, for the benefit of the claimant.

19. In pursuance of the above Orders passed by the Delhi High Court, Government of India has issued a Notification on 3rd of June, 2020, amending Railway Accidents & Untoward Incidents (Compensation) Amendment Rules, 2020, amending Rule 5, which reads as under.

20. The new bank a/c(s) shall be opened with following conditions:

- No ATM/Debit Card should be issued.
- No cheque book should be issued.
- Electronic transfer of funds shall be disabled.
- Mobile or Internet banking facility will also be disabled.

21. The Bank shall not release any amount received by the bank, unless the governing conditions of payment framed by this Tribunal is conveyed to the Nodal Bank through Respondent Railway.

22. If the Claimant(s) are not willing to open fresh bank account(s), the concerned bank shall cancel cheque book and/or ATM/Debit Card (if issued), Electronic transfer and Mobile Internet banking facility, before the disbursement of the awarded amount and shall stamp the passbook to this effect.

23. Withdrawal by the Claimant(s) will be only through withdrawal form(s).

24. Registry shall take the following documents on record from the Applicant(s):

- Details of the Bank Account(s) of the Applicant(s) near the place of their residence with the necessary endorsement.
- Aadhaar Card and PAN Card or any other appropriate ID card; and
- Two sets of photographs and specimen signatures of the Applicant(s).

25. Transfer of Account(s) shall not be allowed, except with the permission of the Tribunal.

26. Respondent Railway, after receiving the particulars of the bank account of all the applicants shall verify and transmit all the details of the same to Additional Registrar, RCT/Bhopal, and thereafter

27. Respondent will deposit the entire amount of awarded compensation and interest through RTGS in the Suits Account No. 10064520760 IFSC Code SBIN0005798 (State bank of India, 2nd Vaji Nagar Branch Bhopal, under advice to Additional Registrar within a period of 60 days from the date of communication of the Award.

28. It is further directed that the Respondent shall issue necessary instructions to the Suits Bank to not to release any amount from the said fixed deposit amount till the order in original to this effect from this Tribunal, is received by the Suits Bank.

Contd.....7...



अधीक्षक निरीक्षक
राज्य बैंक ऑफ इंडिया
भोपाल ब्रांच, भोपाल

29. The Claimant(s) be directed to produce the copy of the Order passed by the Railway Claims Tribunal before the concerned bank whereupon the bank be directed to make an endorsement on the passbook regarding compliance of conditions imposed by the Court. The Claimant(s) be directed to produce the passbook with the necessary endorsement as well as Aadhaar Card, PAN Card or any other appropriate ID Card before Respondent.

30. Before disbursement of the award amount, Respondent Railway shall satisfy himself that the savings bank account(s) of the Claimant(s) is nearest to 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 Railway Claims Tribunal.

31. In order to ensure safety of the amount so deposited, the bank shall not permit any addition in the individual saving bank account except where this is necessary i.e. in case of minor(s).

32. To protect the amount from being frittered away, the amount shall be deposited/released in the following manner.

33. Applicant No.1 श्रीमती प्रीति मनिक्पुरी - (Wife of deceased) entitled to amount of Rs.6,00,000/- with proportionate interest thereon to her and permitted to withdraw 10% of her awarded share amount alongwith proportionate interest through ECS/NEFT. The remaining 90% balance amount of her share award amount alongwith proportionate interest shall be invested in FDR for a period of five years in her name in the Nationalised banks, near to the place of her residence, with monthly payment of accrued interest to her.

34. In regard to Applicant No.2 (मानक मनिक्पुरी) -being Minor daughter of deceased (अनार मनिक्पुरी), would require to be provided for during her entire period of minority. Her entire respective share of awarded amount i.e. Rs. 2,00,000/- alongwith total updated interest accrued on that respective awarded share amount shall be kept in separate Fixed Deposit Account during their entire period of minority. However, interest thus accrued on their FDRs may be deposited in the account of Applicant No. 1-Preeti Manikpur, being her mother and natural guardian, for the betterment of the minor. Once the minor attain her age of majority, her maturity amount of the FDR be credited by Electronic Clearing System (ECS) in her savings bank accounts.

35. The original fixed deposit(s) Receipts 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).

36. 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.

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

38. The copy of the Order be sent to the Nodal Officer/Branch Manager of the State Bank of India for complying with the above directions.

39. Railway shall place on record the proof of deposit of the award amount with up to date interest alongwith a calculation sheet.



सहायक फंजीयल
रेल्वे दावा अधिकरण
नोबल रोड, नोबल

Contd.....8.....

40. Upon such proof being filed, Registry shall ensure that the interest up to the date of notice of deposit has been deposited by the Railways.
41. The Original Claim Application stands disposed off accordingly.
42. Registry is directed to send a copy of this judgement to the parties.
43. Parties to bear their own costs.
44. Registry to report compliance within 90 days of this Order.
45. Let the case file be consigned to the record room after due compliance.

(AJAY KUMAR GARG)

Member (Judicial)

ROD/BHOPAL

(MUKESH NIGAM)

Vice Chairman (T)/Allahabad

@ ROD/SPL

Dictated to PSH, transcribed by her, corrected, signed and pronounced by us on this day of 04th June, 2025

(AJAY KUMAR GARG)

Member (Judicial)

ROD/BHOPAL

(MUKESH NIGAM)

Vice Chairman (T)/Allahabad

@ ROD/SPL



सहायक रजिस्ट्रार
रेल दावा अधिकरण
भोपाल पोस्ट, भोपाल