

**BEFORE THE RAILWAY CLAIMS TRIBUNAL,
MUMBAI BENCH, MUMBAI
Claim Application No: OA (II U) / MCC / 221 / 2022**

Farjana Allauddin Sayyad

Age: 43 years,

Residing at: 5/6 Laxmitara Apartment,
Sahkar Colony, Jyotiba Nagar, Kalewadi,
Pune- 411017.

... APPLICANT

Versus

Union Of India,
Through the General Manager,
Central Railway, C.S.M.T,
Mumbai.

... RESPONDENT

Appearances:

Mr. N. D. Pandey : Advocate for Claimant

Ms. Rupali Nayak : Advocate for Respondent:

Date of Institution: 26.10.2022

Date of Judgement: 16.05.2025

**CORAM: Shri. Virendra Kumar Goyal, Member (J)
RCT/Ahemdabad at Circuit Bench RCT/Mumbai &
Smt. Leena Sarma, Member (T)**

JUDGEMENT

1. The Claim Application has been filed by the Applicant/injured under Sec. 16 of the Railway Claims Tribunal Act, 1987 read with Sec. 123 (c) (2) & Sec. 124-A of the Railways Act, 1989, for compensation rising out of an alleged untoward incident, occurred during the course of working a Railway, involving injuries sustained to her.

The factual matrix of the matter in nut-shell is as below:

2. It is contended that applicant/injured Farjana Allauddin Sayyad (herein after referred as injured), resident of Pune. It is been contended that on 13.12.2021, the injured was travelling by train no. 11010 Sinhagad Express from Pimpri to Dadar Railway Station along with her family. At about 09.53 hrs when the train was reach to at Dadar Railway station due to jostling and jerk by the co-passengers the injured accidentally fell down from the running train. The injured sustained serious injuries and was taken to Sion hospital for medical treatment and later was shifted to Dausup Hospital, Mumbra for further medical treatment. It is further submitted by the injured that she was in possession of a 2nd class ticket from Pimpri to Dadar Railway station but the same was lost during the post incident events.

3. In response to notice, Respondent - Railway Authority appeared and opposed the claim application. The respondent filed Written statement and also produced on record the DRM report pertains to investigation conducted by IPF/RPF/Dadar, accompanied with other relevant police papers marked as "R-1". It has been contented that as per the memo of Dy. SM/Dadar, on 13.12.2021 at about 10.00 am one unknown woman aged about 42 years was found lying in injured condition while alighting the Sinhagad Express on platform no. 6 of Dadar Railway station. In response to memo the GRP/Dadar reached the spot of the incident and escorted the victim to Sion hospital for medical treatment. The GRP, registered the case vide INJ No. 71/2021, u/s 174 of Cr. PC. During the search, the GRP/Dadar did not recover any railway ticket from the possession of the victim. Therefore, the injured

cannot be considered as a bonafide passenger. The GRP recorded the statement of injured wherein she deposed that she fell down and got injured while alighting from the Sinhagad Express at Dadar Railway station PF 06. However, no one informed the loco pilot of the Sinhagad Express or the train manager about the incident. In absence of CCTV footage or any eyewitness, the reason for the said incident is not known. The alleged incident occurred due to the own negligence of the injured. The monetary liability cannot be fastened on the respondent/railway.

4. In view of pleading of both parties, and relevant documents produced on record, this Tribunal framed the following issues, for just and proper adjudication of Claim Application on merit within ambit of law.

Issues		Answers
I.	Whether the injured was travelling on valid railway ticket and was a bonafide passenger of the train, in question, at relevant time?	Yes
II.	Whether the injured met with an untoward incident due to fall from the running train, suffered injuries as a result thereof and present case is covered under Section 123 (C) (2) of the Railways Act, 1989?	Yes
III.	Whether the Respondent prove that Respondent is protected under the exceptional clause (a) to (e) of Sec. 124 (A) of the Railways Act and not liable to pay any compensation?	No

IV.	What is the nature and extent of injuries sustained by the injured?	Item No. 33 Rs.80,000 /-
V.	To what Order/Relief?	Application allowed

5. That, in order to establish the claim, the injured Farjana Allauddin Sayyad, stepped into the witness-box and filed her Affidavit in lieu of her examination-in-chief on record. She produced the relevant documents comprising:

Sr No	Documents	Exhibit
1.	Police report	A-1
2.	Statement of Farzana	A-2
3.	SM memo	A-3
4.	Medical papers (four pages)	A-4
5.	Aadhar Card of Farzana	A-5

6. The Applicant Farjana Allauddin Sayyad (AW-1), in her affidavit deposed that, on 13.12.2021, the injured was travelling by train no. 11010 Sinhgad Express from Pimpri to Dadar Railway Station along with her family. At about 09.53 hrs when the train was at Dadar Railway station due to jostling and jerk by the co-passengers the injured accidentally fell down from the running train. The injured sustained serious injuries and was taken to Sion hospital for medical treatment. It is further submitted by the injured that she was in possession of a 2nd class ticket from Pimpri to Dadar Railway station but the same was lost during the post incident events.

7. In the cross-examination of injured Applicant Farjana Allauddin Sayyad (AW-1), it was suggested on behalf of Respondent - Railway, that she was not a bonafide passenger at the time of the incident and the incident occurred due to her own

negligence. But, the AW-1 Farjana Allauddin Sayyad turned-down all these allegations put forth on behalf of Respondent.

8. The Ld. Counsel for the Respondent submitted that, during the search, the GRP/Dadar did not recover any railway ticket from the possession of the victim. Therefore, the injured cannot be considered as a bonafide passenger. The GRP recorded the statement of injured wherein she deposed that she fell down and got injured while alighting from the Sinhagad Express at Dadar Railway station PF 06. However, no one informed the loco pilot of Sinhagad Express or the train manager about the incident. In absence of CCTV footage or any eyewitness, the reason for the said incident is not known. The alleged incident occurred due to the own negligence of the injured.

9. We have heard the Ld. Counsels appearing for the Applicants and Respondent. We have also gone through the entire documents produced on record. It is not put into controversy that the victim sustained injuries in a railway accident. Before embarking into the merits of the matter, it would be profitable to set-forth the relevant provisions of the Railway Act 1989 as below:

Sec. 2 (29) defines "passenger" as under:

"passenger" means a person travelling with a valid pass or ticket".

Sec. 123 (c)(2) defines "untoward incident" as under:

"(c) "untoward incident" means-

xxxxx

(2) the accidental falling of any passenger from a train carrying passengers."

124-A. Compensation on account of untoward incidents.-

"When in the course of working a railway an untoward incident occurs, then whether or not there has been any wrongful act, neglect or default on the part of the railway administration such as would entitle a passenger who has been injured or the dependant of a passenger who has been killed

to maintain an action and recover damages in respect thereof, the railway administration shall, notwithstanding anything contained in any other law, be liable to pay compensation to such extent as may be prescribed and to that extent only for loss occasioned by the death of, or injury to, a passenger as a result of such untoward incident :

Provided that no compensation shall be payable under this section by the railway administration if the passenger dies or suffers injury due to -

- a) suicide or attempted suicide by him;*
- b) self-inflicted injury;*
- c) his own criminal act;*
- d) any act committed by him in a state of intoxication or insanity;*
- e) any natural cause or disease or surgical treatment unless such treatment becomes necessary due to injury caused by the said untoward incident.*

Explanation - For the purposes of this section, "passenger" includes-

- i) a railway servant on duty; and*
- ii) a person who has purchased a valid ticket for travelling, by a train carrying passengers, on any date or a valid platform ticket and becomes a victim of an untoward incident.*

In the backdrop of aforesaid legal provisions, we proceed to scrutinize the evidence produce on record. It is also imperative to bear in mind that the provisions of Evidence Act as well as Procedural law are not strictly applicable to the proceeding before this Tribunal.

Issue No. 1, 2 & 3:

10. All these issues being interconnected are being taken up together for better appreciation of evidence adduced on record.

We have carefully perused the Dy.SM/Dadar memo wherein, it is mentioned that, at about 10.00 am one unknown woman aged about 42 years was found lying in injured condition while alighting the Sinhagad Express on platform no. 6 of Dadar Railway station. The Police Report reflects that as per the announcement of the SM, one unknown female had fractured her leg

while alighting from Sinhagad Express on platform no. 6 of Dadar Railway station. We have also perused the statement of the injured Applicant recorded by police on 13.12.2021. She divulged that on the day of the incident she was travelling from Pune to Dadar in Sinhagad Express along-with her family. When the train reached Dadar Railway station platform No. 6 she was alighting from the train during which she lost her balance and fell down from the train. She sustained injury to her leg. The DRM's report filed by Respondent demonstrate that the GRP recorded the statement of injured wherein she stated that she fell down and got injured while alighting from the Sinhagad Express at Dadar Railway station PF 06. However, no one informed the loco pilot of Sinhagad Express or the train manager about the incident. In absence of CCTV footage or any eyewitness, the reason for the said incident is not known.

11. In the case of Union of India vs. Prabhakaran Vijaya Kumar (2008) 9 SCC 527, the Hon'ble Supreme court has held that

" It will not legally make any difference whether the deceased was actually inside the train when she fell down or whether she was only trying to get into the train when she fell down. In either case it amounts to an 'accidental falling of a passenger from a train carrying passengers. Hence it is an 'untoward incident' as defined in Sec 123(c) of the Railways Act, 1989. Since the provision for compensation in the Railways Act is a beneficial piece of legislation, it should receive a liberal and wider interpretation and not a narrow and technical one. Hence the interpretation i.e. the one which advances the object of the statute and serves its purpose should be preferred."

12. It is settled proposition that provisions of Section 124-A are based on the principle of strict liability or no fault liability and

it is mandated that the railway administration is bound to pay the compensation regardless of any wrongful act, negligence or default on the part of the railway administration. The Railways can exempted from the liability to pay the compensation only when the alleged incident causing injury to Applicant comes within the exception clauses (a) to (e) of the proviso to Section 124-A of the Railways Act, 1989.

- a) Suicide or attempted suicide by him;
- b) Self-inflicted injury;
- c) His own criminal act.
- d) Any act committed by him in a state of intoxication or insanity
- e) Any natural cause or disease or medical or surgical treatment unless such treatment becomes necessary due to injury caused by the said untoward incident.

13. In this case, the Ld. Counsel for the Respondent did not lead any evidence to distort the evidence the act of the injured, about the cause for her injuries. It cannot be considered as a result of any exceptional clauses under Section 124-A of Railways Act, 1989. Even if it is considered that the incident occurred due to negligence of the victim, while travelling by train, she had no intention to inflict injuries to herself. Therefore, in view Prabhakaran's case, it cannot be considered that the victim had an ill-intention to inflict self-injury.

14. It is evident from above Judicial precedent that in order to bring the case under the proviso (b) of sec. 124-A, for "self-inflicted injury", it is imperative for the respondent to produce the material on record that the victim was intending to inflict injury to herself intentionally and purposely. But such intention cannot be inferred bare from her own action or act of negligence. The proviso (b) of Sec. 124-A is apparently rest on the principle of "no fault theory"

15. In the present case, if we considered that the injured was trying to alight the running train, even though these circumstance itself are not sufficient to draw the inference that she was intending to inflict self-injury. It cannot be ignored that the injured was travelling by a train. She purchased a ticket for her journey. If had there been any intention on her part for self-inflicting injury, she would have committed such dangerous act by other means.

16. In the above premises, we have no doubt that the injured, during the course of travelling by local train, the injured accidentally fell down from the train, sustained serious injuries. It is a clear case of an accidental falling down from train and sustained injuries in an untoward incident as defined in sec. 123 (c) (2) of Railway Act. 1989 and Respondent would not be exempted from the liability to pay compensation under section 124 A of Railways Act, 1989.

17. Hon'ble Supreme Court has dealt with the issue "Burden of proof when ticket was not recovered in an untoward incident". In the case of Union of India Vs Rina Devi in Civil Appeal No. 4945 of 2018 it has been delineated that the claimant has to show that he was a bonafide passenger and died in an untoward incident but the heavy burden is cast upon the Respondent to rebut the presumption. The relevant portion of the judgement in case of Union of India V/s Rina Devi (Supra), is reproduced as under:-

"Mere absence of ticket with such injured or deceased will not negative the claim that he was a bonafide passenger. Initial burden will be on the claimant which can be discharged by filing an affidavit of the relevant facts and burden will then shift on the

Railways and the issue can be decided on the facts shown or the attending circumstances. This will have to be dealt with from case to case on the basis of facts found. The legal position in this regard will stand explained accordingly”.

18. Since fallen down of the injured from a train has been established and Respondent failed to bring on record the circumstances that the injured was not a bonafide passenger at the time of incidence, the reasonable inference can be drawn that the Applicant discharged her burden in regard to possession of a valid ticket at the time of incident. Therefore, considering the factual aspect in this case and in view of the judgement of Hon’ble Apex Court in UOI Vs Rina Devi (Supra), there is no impediment to arrive at the conclusion that the injured was a bonafide passenger at the time of incidence and the possibility of misplaced of the ticket or its lost in the alleged untoward incident, cannot be ruled out.

19. In view of facts and circumstances of this case and preponderance of evidence adduced on record, we have no hesitation to conclude that the injured Farjana Allauddin Sayyad, on 13.12.2021, while travelling as a bonafide passenger of Sinhagad Express from Pune to Dadar Railway Station, accidentally fell down from the moving local train at Dadar Railway station, sustained serious injuries to her leg. Accordingly, the incident is covered under "untoward incident" as defined under Section 123 (c) (2) read with Section 124-A of the Railways Act, 1989. Hence, we answer the Issue No. 1, 2 & 3 in affirmative and in favour of the Applicant/injured.

ISSUE NO. 4 & 5

20. The Ld. Counsel for the Applicant and Respondent both physically verified the injuries received to Applicant as well as they verified the medical papers filed on record. They both conceded that the injuries sustained to victim would be classified as fracture of one limb which falls under item No. 33 of Part III i.e. “Fracture of major bone femur tibia of one limb” of Railway Accident and Untoward incidents (Compensation) Rules 1990 amendment 2016. As per Railway Accident and Untoward Incidents (Compensation) Rules, 1990 as stipulated in 1997, the Applicant is entitled to receive an amount of Rs.40,000/- (Rupees Forty Thousand only) with simple interest @ 6% per annum as compensation for the schedule injuries. But as per Railway Accident and Untoward Incidents (Compensation) Rules, 1990, amended in 2016, applicant is entitled to receive an amount of Rs. 80,000/- (Rupees Eighty Thousand only) as compensation for the said schedule injuries. Accordingly the Applicant is entitled for a total compensation amount of Rs. 80,000/- (Rupees Eighty Thousand only) with interest @ 9%, from the date of incident i.e. 13.12.2021 till the date of this order as compensation for the schedule injuries sustained by her in an untoward incident.

Hence, we pass the following order.

ORDER

- a) The Claim Application filed under section 16 of Railway claims Tribunal Act 1987, is hereby allowed.
- b) The Respondent shall pay Rs. 80,000/- Rs. 80,000/- (Rupees Eighty Thousand only) to the Applicant with interest @ 9%, from the date of incident till the date of this order.

c) The Respondent shall deposit entire amount of award in the office of Additional Registrar, RCT Mumbai within 30 days from the date of receipt of this order.

d) In case of default in payment within the stipulated period of 30 days as referred above, the Respondent shall pay the further interest @9% per annum from the date of receipt of this order till the date of deposit of payment in RCT.

i. Applicant Farjana Allauddin Sayyad shall be permitted to withdraw an amount of Rs.80,000/- (Rupees Eighty Thousand only) along-with accrued interest if any amount from her Saving Bank after its deposit by ADR of this court through NEFT/ RTGS.

Applicant's name.	Amount to be disbursed in favour of Applicant(s) by NEFT/RTGS	Amount to be invested in FDR account in Nationalized Bank and annuity scheme
Farjana Allauddin Sayyad	Rs.80,000/- (Rupees Eighty Thousand only) plus accrued pro rata interest	Nil

ii. The Claimant is directed to open an individual Savings Bank Accounts in any Nationalized Bank located nearer to the place of permanent residence.

iii. The Bank is hereby directed not to permit any joint name(s) to be added in the Savings Bank Accounts or Fixed Deposit Accounts of the Applicant i.e. the Savings Bank Accounts of the Applicant shall be an individual Savings

Bank Account and not a Joint Account. The concerned Bank is further directed not to issue any Cheque Book and/or Debit Card in the name of Applicant for the above referred S.B. account. If the same are issued, the concerned Bank authority is directed to take step to cancel/revoke the same before making any payment of awarded amount to the Applicant. Moreover, the concerned Bank shall take care for not issuing any Debit Card relating to above referred S.B. account of the Applicant by any other branch of the Bank. The Bank shall put an endorsement on the Passbook issued in favour of Applicant to the effect that no Cheque Book and/or Debit Card shall be issued to the Claimants without the permission of this Tribunal.

iv. The concerned Bank of the Claimant is directed to permit the Claimant to withdraw money from his Savings Bank Accounts by means of a withdrawal form only. The Claimant is directed to produce the copy of this order before the concerned Bank for requisite endorsement in the Passbooks.

v. The Claimant is directed to produce the original Bank Passbook with the necessary endorsement as well as Aadhaar Card and PAN Card before the Additional Registrar, RCT, Mumbai. The ADR shall take the following documents on record from the Claimants before releasing the awarded amount for disbursement as mentioned above.

- a) Details of the Bank Accounts of the Claimants near to the place of their permanent residence with necessary endorsement.
- b) Aadhaar Card and PAN Card or any other appropriate ID card; and
- c) Two sets of photographs and specimen signatures of the Claimants.

- vi. There shall be no order as to cost.
- vii. The certified copy of this judgement be given to Applicants free of cost.
- viii. Accordingly, the application stands disposed off in above terms.

(Leena Sarma)
Member (Technical)
Dated 16.05.2025

(Virendra Kumar Goyal)
Member (Judicial)/RCT/Ahemdabad
Circuit bench at RCT Mumbai
Dated 16.05.2025

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