

**IN THE MOTOR ACCIDENT CLAIMS TRIBUNAL  
SONITPUR: TEZPUR**

**Common Judgment**

IN

**MAC Case No. 94 of 2009**

**MAC Case No. 98 of 2009**

**MAC Case No. 100 of 2009**

**MAC Case No. 92 of 2009**

**MAC Case No. 102 of 2009**

**Details of the Claimants:**

**MAC Case No. 94 of 2009**

1) Smt Lata Devi  
W/O Late Om Prasad Luita @ Prasad Luita

2) Sri Suman Luita

3) Sri Sunil Luita  
Claimant Nos 2 and 3 minors and represented by claimant No.1  
All, residents of Village: Omiopuri

PO Balijui

PS : Sootea

District: Sonitpur

Assam. ....Claimants in MAC Case No. 94 of 2009

**MAC Case No. 98 of 2009**

Smt Deva Maya Pradhan

W/O Late Krishna Bahadur Pradhan @ Kale Pradhan

Village Balijuri Soniore

Mouza Nagsangar

PO Balijuri

PS Sootea

District Sonitpur, Assam.....Claimant in MAC Case No.98 of 2009

**MAC Case No. 100 of 2009**

Smt Prasanna Devi (substituted in place of Smt Chandra Maya Devi)

D/O Lt Pushpalal Siacoti

Vill: No.3, Ejalpatty,

PO: Baliguri

PS Sootea

Dist: Sonitpur

Assam..... Claimant in MAC Case No.100 of 2009

**MAC Case No. 92 of 2009**

- 1)Smt Mina Devi Ghimrey  
W/o Late Krishna Chetry Ghimrey
- 2)Miss Kumari Devi
- 3)Master Padma Bahadur Ghimrey
- 4)Miss Manju Devi
- 5) Miss Tejmaya Devi

Claimant Nos. 2 to 5 minors and represented by claimant No.1  
Village: 3 Tejalpatty Bhanupur  
PO Balijuri  
PS Sootea  
District Sonitpur, Assam.....Claimant in MAC Case No. 92 of 2009

**MAC Case No. 102 of 2009**

- 1)Smt Khinmaya Devi  
Wife of Lt Taranidhi Luitai
- 2) Sri Budhan Luitai
- 3) Smt Malati Devi
- 4)Sri Dharraj Luitai

All residents of:  
Village Madhya Balijuri  
PO Balijuri  
PS Sootea  
District Sonitpur, Assam.....Claimant in MAC Case No.102 of 2009

-Versus-

**Common Respondents in all the aforesaid cases:**

1. Sri Kunjalal Saha  
S/o late R.N Saha  
Lamding Road  
Road Lanka  
District-Nagaon  
Assam-782001  
(Owner of the Truck No. AS 01A 7215)

2. The New India Assurance Co Ltd  
Insurer of Truck No. AS 01A 7215  
Vide Policy No. 530701/31/06/07/00000838

. .Opp Party

### **APPEARANCES**

Advocate for the claimant : Sri Salim Khan  
Advocate for OP No.1 : None appeared  
Advocate for OP No.2 : Sri Pramod Ch Sharma

Present  
Ms. A. Ajitsaria, AJS,  
Member, Motor Accidents Claim Tribunal  
/Addl District Judge No.2, Sonitpur, Tezpur

Date of Argument : 23.5.2014, 27.5.2014  
Date of Judgment : 29.5.2014

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

All the petitions arise out of the same road accident and hence are disposed of by this common judgment.

All the claim petitions have been filed by the claimants u/s 163 A of the Motor Vehicles Act, 1988 claiming compensation for the death of their next of kin in a road accident.

The case of the claimants, in brief, is that on 22.4.2006 when their husband/father were travelling in the vehicle being Truck No. AS-01A-7215 from Balijuri toward Balipara, the said Truck capsized resulting in their death.

The Opposite party No.1, owner of the Truck No. AS-01A-7215 did not enter appearance and the case has proceeded exparte in respect of OP No.1.

It is pertinent to mention herein that the driver of the said Truck No. AS-01 A-7215 was not made a party in either of the proceedings.

The Opposite Party No. 2, New India Assurance Co. Ltd, insurer of the Truck vide Policy No. 530701/31/06/02/00000838 (valid upto 22.6.2009) filed its written statement and contested the case. It denied the material averments of the claim petition and pleaded, inter-alia, that the amount of compensation claimed by each of the claimants are highly exaggerated and speculative. That the insurer is not liable to pay any compensation until and unless it is proved that the driver of the offending vehicle had valid driving licence and the conditions of Insurance Policy was not violated by the insured.

On the basis of pleadings, issues were framed in each of the cases. Issues involved are as to whether each of the deceased died as a result of the injuries sustained by each of them in the alleged road accident dated 22.4.06, involving the vehicle No. AS-01/A-7215 (Truck). Further issue to the effect as to whether the claimants in each case were entitled to be awarded any compensation and if so, to what extent and by whom amongst the opposite parties, the said compensation amount would be payable, requires consideration of this Tribunal.

During enquiry, claimants of each of the cases examined themselves and they were extensively cross examined by the O.P. No.2, Insurance Company to bring home the plea that the said OP No.2/Insurer of Truck is not liable to pay any compensation in the instant case.

I have carefully perused the entire materials brought on record, heard both sides.

For the sake of clarity, list of persons for whom compensation is sought for is laid down in a tabular form herein below:

MAC Case Number:	Name of the deceased for whom compensation is sought:
MAC Case No. 94/2009	Omprakash Lutial
MAC Case No.98/2009	Krishna Bahadur Pradhan @ Kale Pradhan
MAC Case No. 100/2009	Pushpalal Saicoti
MAC case No. 92 of 2009	Krishna Chetry Ghimrey
MAC Case No.102 of 2009	Taranidhi Lutia

**Evidence in MAC 94/09, MAC 98/09 and MAC 100/09:-**

Evidence of the claimant witness is that their deceased husband/father were proceeding to the Gorkha Sammelan along with other persons in the Truck No. AS-01A-7215 and were carrying number of bags of rice, being their contribution for the said Sammelan/Meeting. Claimant witnesses have stated that the said Truck was hired by the Gorkha Samittee. However, when the said truck reached Bokajan, the truck hit a tree because of which it capsized resulting in death of their husband/father. The accident has been attributed to the rash and negligent driving of the driver of the said Truck. It has been further stated that pursuant to

the said accident, Rangapara PS Case No. 72/07 u/s 279/337/338/304 A IPC was registered against the driver of the said Truck. The claimant has stated that the averment of the Insurance company, OP No.2 in its written statement that the claimant's husband being a gratuitous passenger, the Insurer was not liable to indemnify the owner of the truck, is not sustainable, in as much as, the deceased were going to the Samellan to contribute rice bags and the accident occurred before they could reach the destination.

In cross examination by the OP No.2, each of the claimant witnesses admitted that they had not witnessed the accident. They stated that the President of the Gorkha Sammelan had sent the Truck and many people had gone in the truck to attend the Sammelan (Rally). They denied the suggestion that since the deceased were gratuitous passengers on a truck, compensation, if any, is to be borne by the owner alone.

Each of the claimant witnesses have stated that at the time of accident, the deceased was the sole earning member of their family and used to earn Rs.3,333- per month from their business. The claimant witnesses proved the Accident Information Report as Exbt 1, Chargesheet as Exbt 2, Seizure List as Exbt 3, MVI Report as Exbt 4 and Post Mortem Report as Exbt 5.

**Evidence In MAC Case No. 92/2009 and MAC Case No. 102/09:**

All the factual aspects of the evidence adduced by the claimant witnesses in the three MAC Cases and mentioned hereinbefore are same in these two cases as well. The only difference in these two cases being, that the claimants have averred that their husbands, Late Krishna Chetry Ghimrey and Late Taranidhi Lutial were travelling in the capacity of labourers of the said truck.

The Opposite party No.2, New India Assurance Co. Ltd adduced the evidence of its Administrative officer as DW 1. DW No.1 exhibited the Insurance Policy of the truck No. AS-01-A-7215 being Policy No. 530701/31/06/02/00000838 valid from 23.6.2006 to 22.6.2007 as Exbt A. He stated that the said Policy was issued in respect of the Truck as 'Goods Carrying Commercial Vehicle'. DW 1 stated that the said policy is "Act Liability Policy Only" covering only third party risk and third party property damage, within limitations as mentioned in the policy and the Indian Motor Tariff. He stated that the opposite party No.2 is not liable to indemnify the owner in the instant case since all the deceased were gratuitous passengers in a goods vehicle. DW 1 was duly cross examined by the Ld Counsel for the claimants. In his cross examination he

denied the suggestion that since the deceased were carrying and accompanying goods, the Insurance company is liable to indemnify the owner of the Truck in the instant case.

On being questioned by the Tribunal as to whether the Act Policy exhibited by DW 1 had inbuilt compulsory coverage in respect of employees of the truck under the Workmen Compensation Act, DW 1 replied in the affirmative.

Documents exhibited by the claimant witnesses shows that Chargesheet was filed against the driver of the Truck No. AS-01-A-7215 (one Kasem Ali), in connection with Rangapara PS Case No. 72/07. Amongst the names of persons who died in the accident, the name of Pushpa Saikuti, Prasad Luitai, Kale Pradhan, Illegible Gurung, Supersingh Rai, Tara Luitai finds place in the FIR which was lodged by the SI of Police, Sri Basanta Bora, Chariduar. Seizure List shows that the Truck along with all documents of the truck and the driving license of the Driver of the Truck were seized. It is pertinent to mention herein that there is no mention or seizure of rice or any other goods from the Truck.

Thus, the oral evidence of the claimants, coupled with the documentary evidence mentioned above, establishes that the deceased persons named hereinabove, died in the motor vehicle accident involving the Truck No. AS-01-A-7215. That the said Truck, the offending vehicle was insured with the opposite party No. 2, New India Assurance Co Ltd is not in dispute.

In view of the discussion made hereinbefore, claimants in each of the cases are held to be entitled to compensation. This Tribunal therefore proceeds to compute the compensation as per the ratio laid down by the Hon'ble Supreme Court in **Sarla Verma v. Delhi Transport Corporation (2009) 6 SCC 121**.

As per the said judgment of the Hon'ble Supreme Court, the multiplier to be applied for computing the compensation would depend on the age of the deceased. The number of dependents would be the guide as to the amount to be deducted towards the personal expences of the deceased and income after deduction of tax would be the actual income to be taken into account for the purpose of computation of compensation.

The Hon'ble Supreme Court in **Santosh Devi Vs. National Insurance Company Ltd. [ (2012) 6 SCC 421 ]** in paragraph 18 has held that :

"18. Therefore, we do not think that while making the observations in the last three lines of paragraph 24 of Sarla Verma's judgment, the Court had intended to lay down an absolute rule that there will be no addition in the income of a person who is self-employed or who is paid fixed wages. Rather, it would be reasonable to say that a person who is self-employed or is engaged on fixed wages will also get 30 per cent increase in his total income over a period of time and if he / she becomes victim of accident then the same formula deserves to be applied for calculating the amount of compensation."

Again the Hon'ble Supreme Court in **Rajesh and Ors. Vs. Rajbir Singh and Ors. reported in MANU/SC/0480/2013** held in paragraph 11 to the effect that " .... Since, the Court in **Santosh Devi's case** (supra) actually intended to follow the principle in the case of salaried persons as laid in **Sarla Verma's case** (supra) and to make it applicable also to the self-employed and persons on fixed wages, it is clarified that the increase in the case of those groups is not 30% always; it will also have a reference to the age. In other words, in the case of self-employed or persons with fixed wages, in case, the deceased victim was below 40 years, there must be an addition of 50% to the actual income of the deceased while computing future prospects. Needless to say that the actual income should be income after paying the tax, if any. Addition should be 30% in case the deceased was in the age group of 40 to 50 years.

Besides loss of dependency, the claimants are entitled to some amount, on account of funeral expenses and loss of love and affection. The Hon'ble Supreme Court in **Rajesh and Ors. Vs. Rajbir Singh and Ors. reported in MANU/SC/0480/2013** has held in paragraph 24 and 25 that an amount of Rupees One Lakh ought to be granted for loss of consortium, love and affection and an amount of Rupees twenty five thousand should be granted for funeral expenses unless there is proof of higher expenditure on the said count.

Thus compensation in each of the cases are calculated thus:

**MAC Case No. 94 of 2009:**

Age of the deceased in post mortem report	50 years
Multiplier	13
Income held to be Rs.3000/- per month	
Annual Income Rs.3000 x 12 =	Rs. 36,000/-
30% increase towards future prospect	Rs.46,800/-
Deduction 1/3 <sup>rd</sup> towards personal expences =	Rs.15,600/-
Income after deduction	Rs. 31,200/-

A. Loss of dependency (31,200/- x 13)	Rs. 4,05,600.00
B.Loss of consortium for claimant No.1	Rs 1,00,000.00
C.Loss of love, affection & guidance for two minor children	Rs. 1,00,000.00
D.Funeral expences	Rs. 25,000.00
Total of A, B, C and D	Rs. 6,30,600.00

**MAC Case No. 98 of 2009:**

Age of the deceased in post mortem report	51 years
Multiplier	11
Income held to be Rs.3000/- per month	
Annual Income Rs.3000 x 12 =	Rs. 36,000/-
No increase for future prospect since the deceased was above 50 years of age.	
Deduction 1/3 <sup>rd</sup> towards personal expences =	Rs.12,000/-
Income after deduction	Rs. 24,000/-
A. Loss of dependency (24,000/- x 11)	Rs. 2,64,000.00
B.Loss of consortium for claimant No.1	Rs. 1,00,000.00
C.Funeral expences	Rs. 25,000.00
Total of A, B and C	Rs. 3,89,000.00

**MAC Case No. 100 of 2009:**

Age of the deceased in post mortem report	50 years
Multiplier	13
Income held to be Rs.3000/- per month	
Annual Income Rs.3000 x 12 =	Rs. 36,000/-
30% increase towards future prospect	Rs.46,800/-
Deduction 1/3 <sup>rd</sup> towards personal expences =	Rs.15,600/-
Income after deduction	Rs. 31,200/-
A. Loss of dependency (31,200/- x 13)	Rs. 4,0,600.00
B.Funeral expences	Rs. 25,000.00
Total of A and B	Rs. 4,30,600.00

**MAC Case No. 92 of 2009:**

Age of the deceased in post mortem report	30 years
Multiplier	17
Income held to be Rs.3000/- per month	
Annual Income Rs.3000 x 12 =	Rs. 36,000/-
50% increase towards future prospect	Rs.54,000/-
Deduction 1/5 <sup>th</sup> towards personal expences =	Rs.10,800/-
Income after deduction	Rs. 43,200/-
A. Loss of dependency (43,200/- x 17)	Rs. 7,34,400.00
B. Loss of consortium for wife/claimant No.1	Rs. 1,00,000.00

C. Loss of love and affection for minors	Rs. 1,00,000.00
C.Funeral expences	Rs. 25,000.00
Total of A, B and C	Rs. 9,59,400.00

**MAC Case No. 102 of 2009:**

Age of the deceased in post mortem report	45 years
Multiplier	14
Income held to be Rs.3000/- per month	
Annual Income Rs.3000 x 12 =	Rs. 36,000/-
30% increase towards future prospect	Rs.46,800/-
Deduction 1/3 <sup>rd</sup> towards personal expences (since only wife held to be dependent, as rest of the claimants are sons and daughters who had attained the age of majority) =	Rs.15,600/-
Income after deduction	Rs. 31,200/-
A. Loss of dependency (31,200/- x 14)	Rs. 4,36,800.00
B. Loss of consortium for wife/claimant No.1	Rs. 1,00,000.00
C.Funeral expences	Rs. 25,000.00
Total of A, B and C	Rs. 5,61,800.00

Having determined the amount of just compensation in each of the cases, it is now to be determined as to which of the opposite parties are liable to satisfy the award.

Learned Counsel for the claimants have submitted that since the deceased (except those in MAC Case No. 92 /09 and MAC Case No. 102/09) were carrying rice in the truck, as their contribution for the rally and were not travelling as a gratuitous passenger, the Insurance company is liable to indemnify the owner.

Learned Counsel for the Insurance Co, relying on the judgment of the Hon'ble Supreme Court in **National Insurance Co Ltd vs Baljit Kaur reported in (2004) 2 SCC 1** submits that admittedly the vehicle involved in the accident was a goods carrying vehicle and, as such, as per the ratio laid down in the said judgment, the Insurer is not liable to indemnify the owner for carrying passengers in a goods carrying vehicle. Ld Counsel for the Insurance Co submits that by allowing passengers to travel in a goods vehicle, the owner has violated the terms and conditions of the policy. Countering the attempt of the Learned Counsel for the claimants to portray that since the deceased persons were carrying number of rice bags which were their contribution for the Sammelán, it necessarily ought to be construed that the deceased persons were accompanying the "goods" being carried in the Truck and thus liable to be

compensated by the Insurance company. Learned Counsel for the Insurance Co., submits that under no stretch of imagination can it be perceived that the deceased persons were accompanying some "goods". Learned Counsel for the Insurance Co. submits that admittedly, 45 people were going to attend the rally and the truck was hired by the Gorkha Samittee to take the participants to the venue. Brushing aside the plea of the claimants as an after-thought, Ld Counsel submits that there is no whisper of bags of rice being seen, recovered or seized at the place of occurrence.

I have given my thoughtful consideration to the rival submissions. Hon'ble Supreme Court in Baljit Kaur (Supra) has held that gratuitous passengers travelling in goods vehicle and their dependents are not entitled to claim any compensation from the insurer of goods carrying vehicle. It was further held that.. *"The effect of the 1994 amendment on Section 147 is unambiguous. Where earlier, the words "any person" could be held not to include the owner of the goods or his authorized representative travelling in the goods vehicle, Parliament has now made it clear that such a construction is no longer possible. The scope of this rationale does not, however, extend to cover the class of cases where gratuitous passengers for whom no insurance policy was envisaged, and for whom no insurance premium was paid, employ the goods vehicle as a medium of conveyance."*

In the instant case it is apparent from the certified copies of the FIR, Seizure List and chargesheet placed on record by the claimants, that 45 people were traveling in the Truck No. AS-01- A-7215 and were going to attend the Gorkha Sammelan, when the said Truck hit a tree and accident occurred. There is nothing on record to even remotely suggest that goods were being carried in the said Truck and that few of the people, if not all, on the truck were accompanying those goods. On the contrary it is apparent that the truck was being used as a means of conveyance for about 45 people to the venue of the Sammelan/Rally. That few amongst them were carrying some items of food by way of their contribution for the said rally, is of no consequence and the latter would necessarily have to be construed as being an incidental factor. Under no stretch of imagination can the said few people carrying rice or other food items, be said to be "accompanying the goods" as envisaged in the judgment of Baljit Kaur (Supra) the Hon'ble Supreme Court. In fact, OP No.1, owner of the Truck No. AS01 A 7215, by permitting use of a goods carrying vehicle for travelling of passengers, has violated the terms and conditions of the Insurance Policy.

In so far as, the claim of the claimants in MAC Case No.92/2009 and MAC Case No.102/2009 to the effect that, the deceased were travelling in the truck in the capacity of labourers of the truck, it is seen that nothing on record has been placed by the claimants which even remotely suggests the same. Even in the FIR, no mention of the said two persons being labourers of the truck has been made. There is no indication in the chargesheet as well. In both the said documents it has been specifically stated that the driver of the truck fled from the spot. Further none of the claimants of the other analogous cases have deposed to the effect that the deceased namely, Late Krishna Chetry Ghimrey and Late Taranidhi Lutia were labourers of the said truck. On the contrary, all the materials on record is indicative of the fact that about 45 persons were using the said truck as a means of conveyance to proceed to a Gorkha Sammelan. Having held that the said truck was used for conveyance of persons from one place to another, it is doubtful that the owner of the truck would employ and pay labourers for transporting people from one place of another and when the truck itself was not loaded with goods. Thus in view of the latter and in absence of any effort on the part of the claimants in the said cases to establish that the said deceased persons were, in fact, labourers, this Tribunal is not inclined to accept the said proposition put forward by the claimants. Therefore the deceased in the said two cases too are held to be gratuitous passengers.

Ld Counsel for the claimants, Sri S. Khan relied upon the following judgments:

(i) **Smt Putu Hazarika -vs- National Insurance Co Ltd. reported in [2013 (1) GLD 901 (Gau)]** Ld Counsel submits that the Hon'ble High Court in the said case reversed the finding of the Tribunal which had directed payment of award by the owner and, instead, directed the Insurance Company to pay the award in respect of passengers travelling in a Truck.

I have carefully perused the said judgment. Ld Counsel for the claimant is indeed correct in submitting that the Hon'ble High Court reversed the judgment of the Tribunal and directed the Insurance company to satisfy the award. It is however seen that before so directing, the Hon'ble Tribunal reversed the finding of the Tribunal which had held that the truck was being used for carrying passengers. Instead, the Hon'ble High Court concluded that the persons who had died/received injuries were fare paying owners of goods/vegetables which were being carried in the truck. And hence, since owners who accompany their goods are liable to be indemnified, the Hon'ble High Court so directed the Insurance Co. As already discussed above the case at hand being clearly distinguishable, the

judgment referred to in Smt Putu Hazarika (Supra) does not assist the claimant in any manner.

(ii) **Amritlal Sood and another vs Smt Kaushalya Devi Thappar and others reported in 1982 (2) TAC 97 (SC)** : Ld Counsel for the claimant submitted that the Hon'ble Supreme Court in Amritlal's case allowed compensation to persons gratuitously travelling in a car since the Policy was a Comprehensive Insurance Policy. The said judgment too does not serve the cause of the claimant since in the instant case, this Tribunal is to decide whether the owner is liable to be indemnified by the Insurance Company in respect of gratuitous persons travelling in a goods carrying vehicle. Entire discussion, be it with regard to the nature of policy or passengers, in Amritlal (Supra) is in the context of a private car and cannot be related to the issue at hand.

(iii) The alternative submission of the Ld Counsel for the claimant is that, in the event this Tribunal holds that the Owner is made liable to pay the awards, the relief to the extent that the Insurance is to first disburse the amounts and then recover the same from the owner, be adopted, in the light of the judgment of the **Madras High Court in New India Assurance Co Ltd, Vellore vs Thilaga and others 2013 (1) TAC 108 (Mad)**.

In the backdrop of unambiguous proposition of law in the referred case of Baljit Singh (Supra) that owner's allowing use of goods carrying vehicle for travelling of gratuitous passengers, Insurance company is not liable to be indemnify the owner, this Tribunal is not inclined to accept the said submission of the Ld Counsel for the claimant.

From the discussion aforesaid, this Tribunal is of the considered view that the Opposite Party No.2, New India Assurance Co. Ltd. is not liable to indemnify the OP No.1, owner in the instant case. Hence the Owner of the Truck No. AS01 A 7215, the Opposite Party No.1 is to pay all the awards.

#### A W A R D S

#### **MAC Case No. 94 of 2009**

Rs. 6,30,600/- (Six lakh thirty thousand and six hundred only) inclusive of no-fault, is awarded with interest @ 6% pa from the date of filing of the claim

petition, i.e. 27.2.2009 till payment to the claimant. The OP No. 1, Sri Kunjalal Saha, is directed to pay the award within one month from the date of the order.

**MAC Case No. 98 of 2009**

Rs. 3,89,000/- (Three lakh eighty nine thousand only) inclusive of no-fault, is awarded with interest @ 6% pa from the date of filing of the claim petition, i.e. 26.2.2009 till payment to the claimant. The OP No. 1, Sri Kunjalal Saha, is directed to pay the award within one month from the date of the order.

**MAC Case No. 100 of 2009**

Rs. 4,30,600/- (Four lakh thirty thousand six hundred only) inclusive of no-fault, is awarded with interest @ 6% pa from the date of filing of the claim petition, i.e. 25.2.2009 till payment to the claimant. The OP No. 1, Sri Kunjalal Saha, is directed to pay the award within one month from the date of the order.

**MAC Case No. 92 of 2009**

Rs. 9,59,400/- (Nine lakh fifty nine thousand four hundred only) inclusive of no-fault, is awarded with interest @ 6% pa from the date of filing of the claim petition, i.e. 25.2.2009 till payment to the claimant. The OP No. 1, Sri Kunjalal Saha, is directed to pay the award within one month from the date of the order.

**MAC Case No. 102 of 2009**

Rs. 5,61,800/- (Five lakh sixty one thousand eight hundred only) inclusive of no-fault, is awarded with interest @ 6% pa from the date of filing of the claim petition, i.e. 25.2.2009 till payment to the claimant. The OP No. 1, Sri Kunjalal Saha, is directed to pay the award within one month from the date of the order.

Given under my hand & seal of this Court on this 29<sup>th</sup> day of May, 2014.

Member  
Motor Accident Claims Tribunal/  
Additional District Judge No.2  
Sonitpur, Tezpur