

The Railway Accidents and Untoward Incidents (Compensation) Rules, 1990¹

In exercise of the powers conferred by section 129 of the Railways Act, 1989 (24 of 1989) read with Section 22 of the General Clauses Act, 1897 (10 of 1897) and in supersession of the Railway Accidents (Compensation) Rules, 1989 except in respect of things done or omitted to be done before such supersession, the Central Government hereby makes the following rules, namely:—

PRELIMINARY

1. Short title and commencement.—(1) These rules may be called the ²[Railway Accidents and Untoward Incidents] (Compensation) Rules, 1990.

(2) they shall come into force on the date of commencement of the Act.

2. Definitions.—[(1)]³ In these rules, unless the content otherwise requires,—

(a) “accident” means an accident of the nature described in Section 124 of the Act;

(b) “Act” means the Railways Act, 1989 (24 of 1989);

(c) “Claims Tribunal” means the Railway Claims Tribunal established under Section 3 of the Railway Claims Tribunal Act, 1987 (54 of 1987);

(d) “Schedule” means the schedule to these rules; and

⁴[(e) “untoward incident” means an incident defined in clause (c) of Section 123 of the Act.]

⁵[(2) The words used and not defined in these rules but defined in the Act shall have the meanings respectively assigned to them in that Act.]

CLAIMS FOR COMPENSATION

3. Amount of compensation.—(1) The amount of compensation payable in respect of death or injuries, shall be as specified in the Schedule.

(2) The amount of compensation payable for an injury not specified in Part II or Part III of the Schedule but which, in the opinion of the Claims Tribunal, is such as to deprive a person of all capacity to do any work, shall be ⁶[Rupees Eight lakhs].

(3) The amount of compensation payable in respect of any injury (other than an injury specified in the Schedule or referred to in sub-rule (2) resulting in pain and suffering, shall be such as the Claims Tribunal may, after taking into consideration medical evidence, besides other circumstances of the case, determine to be reasonable:

1. *Vide* GSR 552(E), dt. 7-6-1990, published in Gaz. of India, Pt. II, S. 3(i), Extra., dt. 7-6-1990.

2. *Subs.* by GSR 592(E) dt. 21-7-1994 (w.e.f. 1-8-1994).

3. R. 2 *renumbered* as sub-rule (1) by GSR 592(E), dt. 21-7-1994 (w.e.f. 1-8-1994).

4. *Subs.* by GSR 592(E), dt. 21-7-1994 (w.e.f. 1-8-1994).

5. *Ins.* by GSR 592(E), dt. 21-7-1994 (w.e.f. 1-8-1994).

6. *Subs.* for “Rupees Four lakhs” by G.S.R. 1165(E), dt. 22-12-2016 (w.e.f. 1-1-2017).

Provided that if more than one injury is caused by the same accident, compensation shall be payable in respect of each such injury:

Provided further that the total compensation in respect of all such injuries shall not exceed ⁷[Rupees One lakh sixty thousand].

(4) Where compensation has been paid for any injury which is less than the amount which would have been payable as compensation if the injured person had died and the person subsequently dies as a result of the injury, a further compensation equal to the difference between the amount payable for death and that already paid shall become payable.

(5) Compensation for loss, destruction or deterioration of goods or animals shall be paid to such extent as the Claims Tribunal may, in all the circumstances of the case, determine to be reasonable.

4. Limit of compensation.—Notwithstanding anything contained in Rule 3, the total compensation payable under that rule shall in no case exceed ⁸[Rupees Eight lakhs] in respect of any one person.

⁹[5. Mode of Payment.—

5.1 The Tribunal may, in order to protect the sum awarded to the claimant, having due regard to the illiteracy or 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 as shall subserve justice.

5.2 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.

5.3 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.

5.4 The orders dated 21st April, 2017, 24th May, 2019 and 6th November, 2019 of Hon'ble High Court of Delhi in FAO No. 22/2015 and CM Application No. 4501/2015 in *Geeta Devi v. Union Of India*, relating to disbursement of compensation shall be read as part of this rule.

5.4.1 Examination of the Claimant(s) before passing of the award

- (i) RCT 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 deposit.
- (ii) Before disbursement of the award amount, the RCT shall direct the claimant(s) to open an individual savings bank account in a nationalised bank near the place of their permanent residence and the concerned

7. Subs. for "Rupees Eighty thousand" by G.S.R. 1165(E), dt. 22-12-2016 (w.e.f. 1-1-2017).

8. Subs. for "Rupees Four lakhs" by G.S.R. 1165(E), dt. 22-12-2016 (w.e.f. 1-1-2017).

9. Ins. by G.S.R. 347(E), dt. 3-6-2020 (w.r.e.f. 1-1-2020).

bank be directed to not 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 RCT. The concerned Bank of the claimant(s) be directed to permit the claimant(s) to withdraw money from his savings bank account by means of a withdrawal form only. The claimant(s) be directed to produce the copy of the order passed by the RCT 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 RCT on the next date fixed for compliance.

- (iii) RCT shall take the following documents on record from the Claimant(s):
- (a) Details of the Bank Account(s) of the Claimant(s) near the place of their residence with the 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 Claimant(s).

5.4.2 Deposit of the Award Amount

The RCT shall direct the Railways to deposit the amount awarded with the Registrar or RCT within a period of 30 days from the date of communication of the award. At the time of passing the award, RCT shall examine whether the Claimant(s) are entitled to exemption of deduction of TDS and if so, the Claimant(s) shall submit Form 15-G or Form 15-H (for senior citizen) to the Presenting Officer of the Railways [as applicable under sub-section (2) of Section 19 of the Railway Claims Tribunal Act, 1987] so that no TDS is deducted.

5.4.3 Protection of the Award Amount

The RCT 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 annuity or fixed deposit. For Example, in case of award of compensation of amount of Rs 5.5 lakhs:

- (i) Rs 50,000 be released immediately and the balance Rs 5,00,000 be kept in FDR for five years or such period as the RCT may consider appropriate, on which monthly interest be released to the claimant(s) by transferring the same to his savings bank account; or
- (ii) 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.

5.4.4 RCT 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 created 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 RCT.
- (f) The concerned bank shall not issue any cheque book and/or debit card to the 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 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 RCT and Claimant(s) shall produce the passbook with the necessary endorsement before the RCT 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 (g) above.
- (k) The concerned Bank of the claimant(s) be directed to permit the claimant to withdraw money from his savings bank account by means of a withdrawal form only.

5.4.5 RCT Shall Fix A Date For Reporting Compliance

- (i) RCT shall fix a date for reporting compliance, preferably within 90 days of the award itself.
- (ii) Railway shall place on record the proof of deposit of the award amount with up to date interest along with a calculation sheet.
- (iii) Upon such proof being filed, RCT shall ensure that the interest up to the date of notice of deposit has been deposited by the Railways.

5.4.6. Twenty One Banks mentioned in Appendix-I have implemented Motor Accident Claims Tribunal Annuity Deposit (MACAD) Scheme on the directions of the Delhi High Court in *Rajesh Tyagi v. Jaibir Singh*, FAO No. 842/2003. The particulars of the said Scheme are given in Appendix-II. All the aforesaid twenty one banks have been directed to extend the MACAD Scheme to the victims of the untoward incident of Railways. The RCT is at liberty to disburse the award amount through the said Scheme in appropriate cases.]

¹⁰[**SCHEDULE**

(See Rule 3)

Amount of Compensation Payable in respect of Death and Injuries

PART I

Amount of Compensation
(in rupees)

For death 8,00,000

PART II

(1)	For loss of both hands or amputation at higher sites.	8,00,000
(2)	For loss of hand and a foot.	8,00,000
(3)	For double amputation through leg or thigh or amputation through leg or thigh on one side and loss of other foot.	8,00,000
(4)	For loss of sight to such an extent as to render the claimant unable to perform any work for which eye sight is essential.	8,00,000
(5)	For very sever facial disfigurement.	8,00,000
(6)	For absolute deafness.	8,00,000

PART III

(1)	For amputation through shoulder joint.	7,20,000
(2)	For amputation below shoulder with stump less than 8" from tip of acromion.	6,40,000
(3)	For amputation from 8" from tip of acromion to less than 4½" below tip of olecranon.	5,60,000
(4)	For loss of a hand or the thumb and four fingers of one hand or amputation from 4½"	4,80,000
(5)	For loss of thumb.	2,40,000
(6)	For loss of thumb and its metacarpal bone.	3,20,000
(7)	For loss of four fingers of one hand.	4,00,000
(8)	For loss of three fingers of one hand.	2,40,000
(9)	For loss of two fingers of one hand.	1,60,000
(10)	For loss of terminal phalanx of thumb.	1,60,000

10. Subs. by G.S.R. 1165(E), dt. 22-12-2016 (w.e.f. 1-1-2017).

(11)	For amputation of both feet resulting in end bearing stumps.	7,20,000
(12)	For amputation through both feet proximal to the metatarso-phalangeal joint.	6,40,000
(13)	For loss of all toes of both feet through the metatarso-phalangeal joint.	3,20,000
(14)	For loss of all toes of both feet proximal to the proximal interphalangeal joint.	2,40,000
(15)	For loss of all toes of both feet distal to the proximal inter-phalangeal joint.	1,60,000
(16)	For amputation at hip.	7,20,000
(17)	For amputation below hip with stump not exceeding 5" in length measured from tip of great trenchanter but not beyond middle thigh.	6,40,000
(18)	For amputation below hip with stump exceeding 5" in length measured from tip to great trenchanter but not beyond middle thigh.	5,60,000
(19)	For amputation below middle thigh to 3½" below knee.	4,80,000
(20)	For amputation below knee with stump exceeding 3½" but not exceeding 5".	4,00,000
(21)	Fracture of Spine with paraplegia.	4,00,000
(22)	For amputation below knee with stump exceeding 5"	3,20,000
(23)	For loss of one eye without complications the other being normal.	3,20,000
(24)	For amputation of one foot resulting in end-bearing.	2,40,000
(25)	For amputation through one foot proximal to the emetatarso-phalangeal joint.	2,40,000
(26)	Fracture of Spine without paraplegia.	2,40,000
(27)	For loss of vision of one eye without complications of disfigurement of eye ball, the other being normal.	2,40,000
(28)	For loss of all toes of one foot through the metatarso-phalangeal joint.	1,60,000
(29)	Fracture of Hip-joint.	1,60,000
(30)	Fracture of Major Bone Femur Tibia Both limbs.	1,60,000
(31)	Fracture of Major Bone Humerus Radius Both limbs.	1,20,000
(32)	Fracture of Pelvis not involving joint.	80,000
(33)	Fracture of Major Bone Femur Tibia one limb.	80,000
(34)	Fracture of Major Bone Humerus Radius Ulna One limb.	64,000]

11[APPENDIX-I

**LIST OF APPROVED BANKS FOR
IMPLEMENTATION OF MOTOR ACCIDENT CLAIMS
ANNUITY DEPOSIT (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 and 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

APPENDIX-II

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 1000 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	<p>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.</p> <p>ii. Premature closure penalty will not be charged.</p> <p>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.</p>
12	Tax deduction at source	<p>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.</p> <p>ii. The annuity amount on monthly basis net of TDS, will be credited to the MACT Savings Bank account.</p>

MACT CLAIMS SB ACCOUNT

Features	Particulars/Details
Eligibility	Individuals including Minors (through guardian) in single name
Minimum/Maximum Balance Requirement	Not applicable
Cheque book/Debit Card/ATM Card/Welcome Kit/Internet Banking/Mobile Banking facility	<p>i. By default, these facilities are not available in this product.</p> <p>ii. However, in case these facilities have already been issued, the court shall direct the bank to cancel the same before the disbursement of the award amount.</p> <p>iii. 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.</p>
Operations in the account	<p>i. Only single operation.</p> <p>ii. In case of Minor accounts, the operation will be through guardian.</p>
Withdrawals	Only through Withdrawal Forms or through Bio-Metric authentication.
Product change	Not permitted
Place of Opening	Only at the Branch near to the place of residence of Claimant (as directed by the Court).
Account Transfer	Not allowed
Nomination	Available
Passbook	Available
Rate of Interest	As applicable to Regular SB accounts
Statement by e-mail	Available
Any other terms and conditions of SB account in Bank are applicable.]	