

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

**FAO(MV) No. 548 of 2016 with FAO(MV)
Nos. 549 to 558, 567, 568 of 2016, 319
to 322, 363, 365, 508, 538, 539, 578 of
2018, 65 and 232 of 2019, 98 of 2020,
61 to 66 and 128 of 2026.**

Reserved on : 24.09.2026

Decided on : 16.10.2026

Uploaded on : 16.10.2026

1. FAO (MV) No.548 of 2016

The New India Assurance Company Appellant

Versus

Reema Devi & Others ...Respondents

2. FAO (MV) No.549 of 2016

The New India Assurance Company Appellant

Versus

Savitri Devi & Others ...Respondents

3. FAO (MV) No.550 of 2016

The New India Assurance Company Appellant

Versus

Satya Devi & Others ...Respondents

4. FAO (MV) No.551 of 2016

The New India Assurance Company Appellant

Versus

Kaushalya Devi & Others ...Respondents

5. FAO (MV) No.552 of 2016

The New India Assurance Company Appellant

Versus

Sheetla & Others ...Respondents

6. FAO (MV) No.553 of 2016

The New India Assurance Company Appellant

Versus

Manjeet Kaur & Others ...Respondents

7. FAO (MV) No.554 of 2016

The New India Assurance Company Appellant

Versus

Saroj Kumari & Others ...Respondents

8. FAO (MV) No.555 of 2016

The New India Assurance Company Appellant

Versus

Beena Devi & Others ...Respondents

9. FAO (MV) No.556 of 2016

The New India Assurance Company Appellant

Versus

Veena Devi & Others ...Respondents

10. FAO (MV) No.557 of 2016

The New India Assurance Company Appellant

Versus

Rekha Devi & Others ...Respondents

11. FAO (MV) No.558 of 2016

The New India Assurance Company Appellant

Versus

Rameshwari & Others ...Respondents

12. FAO (MV) No.567 of 2016

The New India Assurance Company Appellant

Versus

Dropti Devi & Others ...Respondents

13. FAO (MV) No.568 of 2016

The New India Assurance Company Appellant

Versus

Soma Devi & Others ...Respondents

14. FAO (MV) No.319 of 2018

Sheetla Devi & Another Appellants

Versus

Meena Kumari & Others ...Respondents

15. FAO (MV) No.320 of 2018

Beena Devi & Another Appellants

Versus

Meena Kumari & Others ...Respondents

16. FAO (MV) No.321 of 2018

Rameshwari & Another Appellants

Versus

Meena Kumari & Others ...Respondents

17. FAO (MV) No.322 of 2018

Kaushalya Devi & Another Appellants

Versus

Meena Kumari & Others ...Respondents

18. FAO (MV) No.363 of 2018

Dropati & Others Appellants

Versus

Meena Kumari & Others ...Respondents

19. FAO (MV) No.364 of 2018

Soma Devi & Others Appellants

Versus

Meena Kumari & Others ...Respondents

20. FAO (MV) No.508 of 2018

Manjeet Kaur & Another Appellants

Versus

Meena Kumari & Others ...Respondents

21. FAO (MV) No.538 of 2018

The New India Assurance Company Appellant

Versus

Vyasa Devi @ Bhaga Devi & Others ...Respondents

22. FAO (MV) No.539 of 2018

The New India Assurance Company Appellant

Versus

Kaushalya Devi @ Geeta Devi & Others ...Respondents

23. FAO (MV) No.578 of 2018

Vyasa Devi @ Bhaga Devi & Another Appellants

Versus

Meena Kumari & Others ...Respondents

24. FAO (MV) No.65 of 2019

Kaushalya Devi @ Geeta Devi & Another Appellants

Versus

Meena Kumari & Others ...Respondents

25. FAO (MV) No.232 of 2019

The New India Assurance Company Appellant

Versus

Dhruvender Surya & Others ...Respondents

26. FAO (MV) No.86 of 2020

The New India Assurance Company Appellant

Versus

Roshani Devi & Others ...Respondents

27. FAO (MV) No.61 of 2026

The New India Assurance Company Appellant

Versus

Deepan Devi & Others ...Respondents

28. FAO (MV) No.62 of 2026

The New India Assurance Company Appellant

Versus

Sunita Devi & Others ...Respondents

29. FAO (MV) No.63 of 2026

The New India Assurance Company Appellant

Versus

Kaushalya Devi & Others ...Respondents

30. FAO (MV) No.64 of 2026

The New India Assurance Company Appellant

Versus

Soma Devi & Others ...Respondents

31. FAO (MV) No.65 of 2026

The New India Assurance Company Appellant

Versus

Vidya Devi & Others ...Respondents

32. FAO (MV) No.66 of 2026

The New India Assurance Company Appellant

Versus

Phoolan Devi & Others ...Respondents

33. FAO (MV) No.128 of 2026

Satya Devi & Another Appellants

Versus

Meena Kumari & Others ...Respondents

Coram

The Hon'ble Mr. Justice Virender Singh, Judge.

Whether approved for reporting? Yes.

1. FAO (MV) No.548 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Naveen K. Dass, Advocate for respondents No.1 to 4.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.5.

Mr. Dhiraj Thakur, Advocate for respondent No.6.

2. FAO (MV) No.549 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Naveen K. Dass, Advocate for respondents No.1 & 2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

3. FAO (MV) No.550 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Rajiv Rai, Advocate, for respondents No.1 & 2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

4. FAO (MV) No.551 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Rajiv Rai, Advocate for respondents No.1 & 2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

5. FAO (MV) No.552 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Rajiv Rai, Advocate, for respondents No.1 & 2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

6. FAO (MV) No.553 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Rajiv Rai, Advocate for respondents No.1 and 2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

7. FAO (MV) No.554 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Naveen K. Dass, Advocate for respondents No.1 & 2.

Mr. Tara Singh Chauhan, Senior

Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

8. FAO (MV) No.555 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Rajiv Rai, Advocate for respondent No.1 and 2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

9. FAO (MV) No.556 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Vikrant Chandel, Advocate for respondents No.1 to 4.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.5.

Mr. Dhiraj Thakur, Advocate for respondent No.6.

10. FAO (MV) No.557 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Naveen K. Dass, Advocate for respondents No.1 to 5.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.6.

Mr. Dhiraj Thakur, Advocate for respondent No.7.

11. FAO (MV) No.558 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Vijay Singh Bhatia, Advocate, for respondents No.1 and 2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

12. FAO (MV) No.567 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : None for respondents No.1 to 5.
Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.6.
Mr. Dhiraj Thakur, Advocate for respondent No.7.

13. FAO (MV) No.568 of 2016

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Naveen K. Dass, Advocate for respondents No.1 to 4.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.5.

Mr. Dhiraj Thakur, Advocate for respondent No.6.

14. FAO (MV) No.319 of 2018

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

15. FAO (MV) No.320 of 2018

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

16. FAO (MV) No.321 of 2018

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

17. FAO (MV) No.322 of 2018

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

18. FAO (MV) No.363 of 2018

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

19. FAO (MV) No.364 of 2018

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.
Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

20. FAO (MV) No.508 of 2018

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

21. FAO (MV) No.538 of 2018

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate

For the respondents : Mr. Rajiv Rai, Advocate, for respondent No.1 and 2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

22. FAO (MV) No.539 of 2018

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate

For the respondents : Mr. Rajiv Rai, Advocate, for respondent No.1 and 2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

23. FAO (MV) No.578 of 2018

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

24. FAO (MV) No.65 of 2019

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

25. FAO (MV) No.232 of 2019

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Pawan K. Thakur, Advocate, for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.3.

26. FAO (MV) No.86 of 2020

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Manjeet Singh Pasreecha,
Advocate, vice Mr. G.R. Palsra,
Advocate, for respondent No.1.

Mr. Tara Singh Chauhan, Senior
Advocate with Mr. Surya
Chauhan, Advocate for
respondent No.2.

Mr. Dhiraj Thakur, Advocate for
respondent No.3.

27. FAO (MV) No.61 of 2026

For the appellant : Mr. B.M. Chauhan, Senior
Advocate with Mr. Amit Himalvi,
Advocate.

For the respondents : Mr. Sahil Singh Thakur,
Advocate, for respondents No.1
to 5.

Mr. Dhiraj Thakur, Advocate for
respondent No.6.

Mr. Tara Singh Chauhan, Senior
Advocate with Mr. Surya
Chauhan, Advocate for
respondent No.7.

28. FAO (MV) No.62 of 2026

For the appellant : Mr. B.M. Chauhan, Senior
Advocate with Mr. Amit Himalvi,
Advocate.

For the respondents : Mr. Sahil Singh Thakur,
Advocate, for respondents No.1
and 2.

Mr. Dhiraj Thakur, Advocate for respondent No.3.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.4.

29. FAO (MV) No.63 of 2026

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Sahil Singh Thakur, Advocate, for respondents No.1, 2 and 4.

Mr. Dhiraj Thakur, Advocate for respondent No.6.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.7.

30. FAO (MV) No.64 of 2026

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Sahil Singh Thakur, Advocate, for respondents No.1 to 4.

Mr. Dhiraj Thakur, Advocate for respondent No.5.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.6.

31. FAO (MV) No.65 of 2026

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : Mr. Sahil Singh Thakur, Advocate, for respondents No.1 to 3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.5.

32. FAO (MV) No.66 of 2026

For the appellant : Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate.

For the respondents : None for respondents No.1 to 3.

Mr. Dhiraj Thakur, Advocate for respondent No.4.

Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.5.

33. FAO (MV) No.128 of 2026

For the appellants : Mr. Rajiv Rai, Advocate.

For the respondents : Mr. Tara Singh Chauhan, Senior Advocate with Mr. Surya Chauhan, Advocate for respondent No.1.

Mr. Dhiraj Thakur, Advocate for respondent No.2.

Mr. B.M. Chauhan, Senior Advocate with Mr. Amit Himalvi, Advocate, for respondent No.3.

Virender Singh, Judge

The above-titled appeals are being disposed of by the common judgment, as all these appeals have arisen out of the accident, which, according to the admitted case of the parties, had taken place on 24.09.2014, involving passenger bus No.HP69-A-5103 (hereinafter referred as 'the offending vehicle').

2. These appeals are being segregated in two different categories, i.e., **Category-I** will contain 23 appeals, preferred by the New India Assurance Company, and;

Category-II will contain 10 appeals preferred by the petitioners, for enhancement of the compensation.

3. The Insurance Company has filed 23 appeals, under Section 173 of Motor Vehicles Act (hereinafter referred to as the M.V. Act) against the awards, passed by the Court of learned Motor Accident Claims Tribunal, Bilaspur; learned Motor Accident Claims Tribunal, Ghumarwin, District Bilaspur and learned Motor Accident Claims Tribunal, Sundernagar, District Mandi (hereinafter referred to as 'the Tribunal'), whereby, while allowing the claim petitions, the liability to pay the compensation has been fastened upon the Insurance Company.

4. This Court would first decide the appeals preferred by the Insurance Company, by taking **FAO No.548 of 2016**, as lead case.

CATEGORY-I

FAO No.548 of 2016

5. This appeal has been preferred by the Insurance Company, against the award dated 01.09.2016 passed by

the learned Tribunal, in Claim Petition No.05/2 of 2015, titled as '*Reema Devi and Others vs. Meena Kumari and Others*'.

6. By way of the award dated 01.09.2016, the learned Tribunal has allowed the claim petition filed by respondents No.1 to 4, by awarding compensation to the tune of Rs.12,71,600/-, with interest at the rate of 7.5% per annum from the date of filing of the petition till the date of deposit of amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company, with a direction to deposit the amount within a period of two months, failing which, the Insurance Company has also been held liable to pay interest at the rate of 12% per annum, from the date of award.

7. For the sake of convenience, the parties to the *lis*, are hereinafter referred to, in the same manner, in which, they were referred to, by the learned Tribunal.

8. Brief facts, leading to the filing of the present appeal, before this Court, as borne out from the record, may be summed up, as under:

8.1. The petitioners, being widow, daughters and mother of Shri Pyare Lal have filed the above noted claim petition against Meena Kumari and others, being owner, driver, and insurer of the offending vehicle. The accident had taken place on 24.09.2014, at about 8.30 a.m., near Rahian (Auhar) in District Bilaspur (hereinafter referred to as 'the accident in question') due to the rash and negligent driving of respondent No. 2 Sunil Kumar.

8.2. According to the petitioners, Shri Pyare Lal was about 42 years of age, at the time of his death in the accident, in question. He was a priest/agriculturist/horticulturist by profession and from all the above occupations, he used to earn Rs.25,000/- per month.

8.3. According to the petitioners, on 24.09.2014, Shri Pyare Lal was travelling in the offending vehicle from Rishikesh to Bilaspur. When, the offending vehicle reached

near Rahian, the driver of the offending vehicle could not control the same, due to high speed. Consequently, the offending vehicle went off the road and fell into Satluj River. In the accident, in question, Pyare Lal, along with 20-22 persons lost their lives.

8.4. The information regarding the accident was given to Police Station Ghumarwin, where, FIR No.199/14 dated 24.09.2014, under Sections 279, 337, 304A IPC, was registered against respondent No.2.

8.5. According to the petitioners, they were having a bright past and due to the untimely death of Shri Pyare Lal, their future has now become bleak.

8.6. Since, the accident in question, has solely been attributed to the rash and negligent driving of respondent No.2 Sunil @ Sonu, as such, the petitioners have sought the amount of compensation from the respondents.

9. When put to notice, the claim petition has been contested by the respondents. Owner of the offending vehicle-respondent No.1, has filed her separate reply, by

taking the preliminary objections that the claim petition is not maintainable; claim petition is incomplete, vague and does not disclose any cause of action; the offending vehicle was insured with respondent No.3, by way of a commercial package policy; and the accident, according to her, had taken place due to the mechanical defect, which suddenly developed in the offending vehicle.

9.1. On merits, the claim petition has been contested. Registration of the FIR has been admitted, however, a plea has been taken that the same has been registered on the basis of false and frivolous facts. Rest of the contents have been denied by controverting the allegations of rash and negligent driving levelled against the driver.

10. Respondent No.2, driver of the offending vehicle Sunil Kumar, filed his separate reply, in which, he has admitted the factum of accident and registration of the FIR against him. According to him, the accident, in question, had taken place due to some mechanical defect, which had occurred, in the offending vehicle, as, according to him, the tyres of the moving bus had fallen in a pit, as a result of

which, a loud noise had occurred, in the vehicle, and there was a large irrigation pipe lying on the road, due to which, he could not negotiate the curve, and the offending vehicle fell into the river. According to him, in the accident, in question, he was neither rash, nor, negligent, but, the same had taken place due to the reasons, as mentioned in the reply.

11. Respondent No.3, Insurance company of the offending vehicle has filed its separate reply, by taking the preliminary objections that the insurance company is not liable to pay the amount of compensation, as, the offending vehicle was being permitted to ply, by the owner, in violation of the terms and conditions of the insurance policy; the driver of the offending vehicle was not having a valid and effective driving license, at the time of accident; the offending vehicle was being permitted to ply without any fitness certificate, route permit and registration certificate, at the relevant time; the offending vehicle was carrying more than the double of its capacity; the petition is not maintainable;

and that the claim petition has been filed by the petitioners, in collusion with respondents No.1 and 2.

12. On merits, the contents of the claim petition have been denied for want of knowledge.

13. Thus, the respondents have prayed for the dismissal of the claim petition.

14. From the pleadings of the parties, the following issues were framed by the learned Tribunal, vide order dated 09.04.2015:

1. *Whether on 24.09.2014 at 8.30 a.m. near Rahian (Auhar) Bilaspur, Piare Lal dies on account of rash and negligent driving of respondent No.2, driver of bus No.HP-69A-5103?* OPP
2. *If issue No.1 above is proved in affirmative, whether the petitioner is entitled for compensation and if so, to what amount and from whom?*
OPP
3. *Whether the petition is not maintainable?*
OPR
4. *Whether the offending vehicle was being driven without any valid documents?* OPR-3
5. *Whether respondent NO.2 was not having valid and effective driving licence?* OPR-3
6. *Whether there is collusion between petitioner and respondents No.1 and 2?* OPR-3

7. *Relief.*

15. On the same day, the application, under Section 170 of M.V. Act, moved by the Insurance Company, was allowed by the learned Tribunal.

16. After the closure of the evidence and after hearing the learned counsel appearing for the parties, the learned Tribunal has allowed the claim petition, as referred to above.

17. Feeling aggrieved from the said award, Insurance Company has filed the present appeal, assailing the liability to pay the amount of compensation; mainly, on the ground that as per the FIR Ex.RW-1/A, there were more than 45 passengers travelling in the offending vehicle, out of which, 25 persons had died and 19 persons were seriously injured.

18. According to the Insurance Company, the learned Tribunal has wrongly fastened the liability to pay the amount of compensation, along with up to date interest, as, while deciding issue No.5, learned Tribunal has wrongly concluded that the driving license of Shri Sunil Kumar,

which has been produced, on record Ex.RW-1/E is not proved to be fake.

19. The said findings, according to the appellant-Insurance Company, are not based upon evidence, produced on record, by the Insurance Company, as such, the same require interference by this Court.

20. As per the case of the appellant-Insurance Company, the evidence has been produced by the Company to prove that the driving license possessed by driver of the offending vehicle was fake. According to the Insurance Company, it has been proved that the driver of the offending vehicle had produced, on record the driving license No. DL/N/1290/2009/2010, issued on 11.04.2009 and the police, on its investigation, found the said license to be fake and accordingly, FIR No. 201 dated 27.09.2004 (*sic*) was separately registered against the driver, under Sections 420, 407, 471, 474 of the Indian Penal Code, against respondent No.2.

21. The award has further been assailed on the ground that the evidence of the Insurance Company, especially, the statements of RW-3 and RW-4, are sufficient to conclude that the driver was possessing fake driving license. According to the Insurance Company, RW-4 is the concerned official, from the office of RLA Una, from where, the driving license of respondent No.2 was issued. He has categorically stated that the driving license, pertaining to the said number, has been issued, by the Authority to one Shri Arun, son of Shri Balram Kumar, whereas, the name of driver of the offending vehicle is Sunil Kumar son of Nand Lal. The driver, Sunil Kumar has not appeared, in the witness box to support his defence, as such, the adverse inference is to be drawn against respondent No.2 by concluding that the case set up by him the reply is not correct.

22. The award has also been assailed on the ground that the learned Tribunal has wrongly fastened the liability to pay the amount of compensation upon the Insurance Company, as, it has been proved that there were total 45

passengers, travelling in the offending vehicle, at the time of accident, whereas, the seating capacity of the offending vehicle was '21+2'. Relying upon the decision of Hon'ble Supreme Court in **NIC versus Anjana Shayam** reported as **2007 ACJ 2129**, the Insurance Company has taken a plea that the Company is liable to pay compensation, only in respect of the number of passengers, who are covered under the Insurance Policy, as per the registration certificate.

23. The other ground, on which the award has been assailed, is that issue No.1 has also wrongly been decided, by the learned Tribunal, as it has not been proved that the driver of the offending vehicle was driving the same, in a rash and negligent manner.

24. The award has further been assailed on the ground that the learned Tribunal has failed to appreciate the fact that there was overloading of the offending vehicle, which, according to the learned counsel appearing for the Insurance Company, is fundamental breach of the terms and conditions of the insurance policy.

25. In addition to this, the awarded amount has also been stated to be on the higher side and it has been prayed that the same may kindly be reduced.

26. On the basis of the above facts, Shri B.M. Chauhan, Senior Advocate assisted by Mr. Amit Himalvi Advocate, appearing for the Insurance Company, has prayed that the appeal may kindly be allowed, by exonerating the Insurance Company from paying the amount of compensation and the awarded amount may kindly be reduced, accordingly.

27. Per contra, learned counsel representing the owner and driver has supported the award and prayed that the learned Tribunal has rightly considered the terms and conditions of the insurance policy and has rightly fastened the liability to pay the amount of compensation upon the Insurance Company. As such, a prayer has been made to dismiss the appeal.

28. Whereas, the learned counsel appearing for the petitioners has also supported the award, but, prayed that

the 'just compensation' has not been awarded to the petitioners. As such, it has been prayed that the same may kindly be enhanced, so that the same could fall within the definition of 'just compensation'.

29. In order to decide the controversy, involved in the present case, it will be just and appropriate for this Court, to discuss the oral, as well as, documentary evidence, adduced by the parties, before the learned Tribunal.

30. After framing of the issues, the petitioners have examined PW-1 HC Mahender Singh, who has proved the copy of the FIR No.199/14, dated 24.09.2014, under Sections 279, 337, 304A IPC, and Section 189 M.V. Act, as Ex.PW-1/A. This witness neither had written the FIR, nor, investigated the matter.

31. In the cross examination by the learned counsel appearing for the Insurance Company, this witness has admitted that after completion of the investigation, charge sheet has been filed before the Court of learned Judicial Magistrate First Class Ghumarwin against respondent No.2,

Sunil Kumar. He has also admitted that against Sunil Kumar, a separate FIR has already been registered, however, charge-sheet, in the said FIR, has not yet been filed. Lastly, he has deposed that in the accident, in question, 25 people had died and 19 were injured.

32. PW2, Rajinder Kumar has been examined as eye-witness to the accident. According to him, on 24.09.2014, he was travelling in the offending vehicle. When, the offending vehicle reached near Rahain, then, the driver of the offending vehicle was driving the same at a very high speed and could not control the same, due to which, the offending vehicle rolled down from the road. The accident, in question, had taken place due to negligence of the driver. There were total 20-22 people, travelling in the bus, some of the persons were pedestrians and some people were fishing. The bus had fallen upon the persons who were fishing. This witness had boarded the bus from a place known as Chhat. He has also admitted that the construction of four laning was going on. He has admitted that he has heard the noise of breaking some part.

33. PW3, Reema Devi deposed about the factual position, as contained in the claim petition. Her evidence, qua the accident, in question, is not relevant, as, she has admitted that the accident, in question, had not taken place in her presence.

34. PW4, Mani Ram has also been examined by the petitioners to prove the accident, in question. This witness has deposed that the accident, in question, had taken place due to the fast driving of the driver of the offending vehicle, as he could not control the same. This witness was also travelling in the offending vehicle. At the time of accident, there were about 20-22 passengers in the offending vehicle.

35. PW5, Praduman Kumar has deposed that Piare Lal was performing the religious ceremonies, as such, he was earning Rs.25,000/- - Rs.30,000/-.

36. To rebut this evidence, respondent No.1, Meena Kumari, appeared in the witness box and filed her affidavit, Ex.RW-1/A, in which, she has deposed that respondent No.2 was employed, as driver on the offending vehicle and when

he was employed, as driver, his driving license was checked, by this witness, which was issued from RLA Una. She has conducted his driving test and assuming his license to be genuine, she has employed Sunil as driver. Respondent No.2, Sunil was earlier working as driver with Krishan Gopal. She has further deposed that the accident, in question, had taken place due to the mechanical defect, which, all of a sudden, had occurred, in the offending vehicle, resulting in casualty of 18 to 20 persons. Lastly, she has deposed that the documents of the offending vehicle were in order, including the driving license of Sunil.

37. This witness has tendered in evidence the copy of RC Ex.RW-1/B, copy of route permit Ex.RW-1/C, copy of insurance policy Ex.RW-1/D, copy of DL Ex.RW-1/E and time table Ex.RW-1/F.

38. In the cross-examination, this witness has deposed that she is matriculate and she is in the business of transportation from the last 2-3 years. She has engaged respondent No.2, as driver, on the salary of Rs.6000/-, per month and in addition to this, Rs.100/- per day, were being

paid to him as daily expenses. She has denied the suggestion that she was knowing the fact that the driving license of Sunil was forged. Voluntarily stated that his driving license was valid. She has feigned her ignorance that a person, who is having a valid license, owner used to pay Rs.15,000/- per month. The bus owned by Krishan Gopal was being plied on Bilaspur to Jamthal route. This witness has not checked the driving license of Sunil online. But, voluntarily stated that she had compared the license of Sunil with the license of her husband and assuming the same, as correct, Sunil was employed. She has denied the suggestion that she was aware about the fact that the driving license of Sunil was forged and despite this fact, she had employed Sunil as driver. She has feigned her ignorance about the fact that the police lodged FIR against Sunil, for possessing forged license. Sunil was employed, by her, in the month of January 2014. She has further deposed that when, Sunil was employed, she and her husband had checked his license.

39. RW-2 Krishan Gopal deposed that he is transporter by profession and running the business under the name and style of Vande Mataram Bus Service. In the month of September 2013, he had employed Sunil alias Sonu, as driver, on bus No.HP69-7621. Prior to engaging him, as driver, his driving test was conducted and his license was checked, which was issued from RLA Una and considering the same, to be genuine, he was employed as driver. Sunil Kumar had worked with him for 2-3 months. Thereafter, he has joined the services, as driver, on the offending vehicle.

40. In the cross examination, this witness has deposed that Sunil Kumar drove bus No.HP69-A-7621 on Bilaspur to Jamthal route and he was satisfied with his driving skill. He used to pay Rs.6000/- per month to Sunil. After working for a period of two months with him, he has left the job, as, he was not satisfied with the salary. He has denied the suggestion that services of Sunil were terminated, when, this witness came to know about the fact that his driving license was forged. Lastly, this witness has deposed

that when, he had hired the services of Sunil, his driving test was got conducted and his driving license was also checked.

41. RW-3, HC Mohinder No.53 deposed that FIR No.201 dated 27.09.2014 has been lodged with Police Station Ghumarwin, against Sunil Kumar, under Sections 420, 467, 471 and 474 IPC and produced the copy of the same, as Ex.RW-3/A. The investigation of the case was conducted by ASI Jagpal.

42. RW-4 Kehar Singh, Kanoongo from the office of SDM Una deposed that D.L. No.DL/N/1290/2009-2010, has been issued, by their office, in the name of Shri Arun son of Balram Kumar resident of Village Dehla, Tehsil and District Una, on 03.11.2009 and said license has not been issued on 11.04.2009, in the name of any other person. He has proved the abstract of the driving license as Ex.RW4/A.

43. In the cross-examination, this witness has admitted that he did not deal with the registering and licensing matters. He has not brought the record of 11.04.2009. Voluntarily stated that he has brought the

record, which is generally mentioned in the summons. He has not brought the record of driving license DL No.1200 dated 11.04.2009.

44. So far as the documentary evidence is concerned, Ex.PW-1/A is copy of FIR No.199 dated 24.09.2014 registered with Police Station Ghumarwin, Ex.PW-3/B is the copy of the death certificate of Piare Lal, Ex.PW-3/C is the copy of the postmortem report, Ex.PW-3/D is the copy of Parivar register, Ex.RW-1/B is the copy of the registration certificate, Ex.RW-1/C is the copy of part B, Ex.RW-1/D is the copy of the insurance policy, Ex.RW-1/E is the copy of the driving license of Sunil, Ex.RW-1/F is the copy of the time table, Ex.RW-3/A is the copy of the FIR No.201 of 2014, dated 27.09.2014, registered, under Sections 420, 407, 471, 474 IPC, and Ex.RW-4/A is the abstract of the driving license.

45. This is the entire evidence led by the parties, before the learned Tribunal.

46. Perusal of the record shows that the Insurance Company has moved the application, under Section 11 Rule 12 of the CPC on 31.03.2016. This said application was dismissed by the learned Tribunal on 28.04.2016. The said application was moved by the Insurance Company after closing its evidence, on 03.03.2016.

47. The application, under Order 11 Rule 12 of the CPC, although, has been held to be not maintainable, but, even otherwise, if the said application is held to be maintainable, then, considering the stage of the proceedings, when the application was filed, it can be said that the Insurance Company was not serious to obtain the original driving license of respondent No.2, as according to the applicant, there is only photocopy of the driving license, which has been placed on record, without comparing the same with original.

48. The learned counsel appearing for the Insurance Company could not satisfy the judicial conscience of this Court, as to what object the Insurance Company was going

to achieve, by moving the application, at the belated stage, when, the case was listed for arguments.

49. As such, it does not lie in the mouth of the learned counsel for the Insurance Company that despite moving the application, under Order 11 Rule 12 of the CPC, before the learned Tribunal, the original driving license was not ordered to be produced on the record.

50. In this case, the Insurance Company has sought exoneration from indemnifying the owner, on account of the fact that the driving license of the driver, so produced, by the owner as Ex.RW-1/E was found to be fake and in this regard, FIR, under Sections 420, 467, 471 & 474 IPC has been registered against driver Sunil Kumar, son of Nand Lal.

51. By examining RW3, this fact has been probablized by the Insurance Company, as, this witness, on oath, has categorically stated that FIR No.201 dated 27.09.2014 was registered with Police Station Ghumarwin, against Sunil Kumar, son of Nand Lal, however, the said

case was stated to be under investigation, when, this witness appeared in the witness box on 17.12.2015.

52. Not only this, Insurance Company has also examined RW-4 Kesar Singh, to prove the fact that the Driving Licence No.DL/N/1290/2009-2010, has been issued by their office, in the name of Arun son of Balram Kumar and same has not been issued in the name of any other person and has produced certificate Ex.RW-4/A.

53. No doubt, the Insurance Company has probablized the fact that the driving license, copy of which has been tendered, by the owner, as Ex. RW-1/E, was found to be fake and not issued by the authority, which has purportedly been shown to have issued the same.

54. In this factual background, now, this Court would proceed to consider the fact whether the facts, that the driving license Ex.RW-1/E was found to be fake and FIR under Sections 420, 467, 471, 474 IPC, has been registered, against respondent No. 2, would be sufficient to exonerate the Insurance Company from paying the amount of

compensation, by holding that there is fundamental breach of insurance policy.

55. The driver of the offending vehicle has not bothered to put appearance, in the witness box, nor, has he been summoned, by the Insurance Company to prove the fundamental breach of the insurance policy. As such, the evidence of owner Smt. Meena Kumari assumes significance, in this regard.

56. Respondent No.1 Meena Kumari, in her reply, has categorically taken a stand that she had engaged the services of Sunil Kumar @ Sonu, as driver, on the offending vehicle, after checking and inspecting his driving license. Not only this, she has also pleaded that Sunil Kumar @ Sonu was driving the bus for the last two-three years, from the date, when, she filed the reply on 21.03.2015.

57. When the owner appeared, in the witness box, as RW-1 and filed her affidavit Ex.RW-1/A, she has specifically got recorded, in her affidavit that Sunil was engaged, by her, on the offending vehicle, in the month of January 2014, and

when, his services were hired, his driving license was perused, which was issued by RLA, Una. Thereafter, his driving test was conducted and his driving license was presumed to be genuine, as such, he was engaged. Not only this, she has deposed that prior to engaging the services of Sunil alias Sonu, he was working with Krishan Gopal on Vande Matram bus.

58. When, the suggestion was given to this witness, by the learned counsel appearing for the Insurance Company that she was aware about the fact that the driving license of Sunil was forged, she has denied the said suggestion and stated that his license was genuine. She has admitted that she has not checked the driving license of Sunil online, but, genuinely stated that she compared the license of Sunil with the license of her husband and presuming the same to be genuine, she has engaged his services. Even, in the cross-examination, by the learned counsel appearing for the petitioners, she has reiterated the fact that while engaging Sunil Kumar @ Sonu, as driver, she and her husband checked his license.

59. Respondent No.1, has also examined Krishan Gopal as RW-2, with whom, Sunil was earlier working, as driver. RW-2 has deposed that in the month of September 2013, he has employed Sunil Kumar @ Sonu as bus driver over the bus No.HP69A-7621 and before engaging his services, his driving test was conducted, his license was checked, which was issued by RLA, Una, and after presuming the same to be correct, Sunil Kumar was employed as driver. He has also given a certificate to Sunil by deposing that Sunil was a good driver. Despite lengthy cross-examination, nothing material could be elicited, by the Insurance Company, from this witness.

60. In order to be absolved from indemnifying the owner, Insurance Company has not only to prove that the driving license of the driver was fake, but, the knowledge of insured is sine qua non. In other words, it can be said that the breach of contract of insurance has to be assumed, when the Insurance Company, could prove that the owner was knowing the fact or reason to believe that the driving license of the driver engaged by him/her is fake and despite

knowing the said fact, he or she has handed over the vehicle to such a person to drive the vehicle.

61. The Hon'ble Supreme Court in ***Nirmala Kthari versus United India Insurance Co. Ltd., AIR 2020 SC 1193*** has held that employer, while hiring a driver, is required to see if driver has a driving licence, *prima facie*, appearing genuine and he is not expected to ascertain veracity of the same. Relevant paragraphs 11 and 12 of the judgment, are reproduced, as under:-

“11. While hiring a driver the employer is expected to verify if the driver has a driving licence. If the driver produces a licence which on the face of it looks genuine, the employer is not expected to further investigate into the authenticity of the licence unless there is cause to believe otherwise. If the employer finds the driver to be competent to drive the vehicle and has satisfied himself that the driver has a driving licence there would be no breach of Section 149(2)(a)(ii) and the Insurance Company would be liable under the policy. It would be unreasonable to place such a high onus on the insured to make enquiries with RTOs all over the country to ascertain the veracity of the driving licence. However, if the Insurance Company is able to prove that the owner/insured was aware or had notice that the licence was fake or invalid and still permitted the person to drive, the insurance company would no longer continue to be liable.

12. On facts, in the instant case, the Appellant/Complainant had employed the Driver, Dharmendra Singh as driver after checking his driving licence. The driving licence was purported to have been issued by the licencing authority, Sheikh Sarai, Delhi, however, the same could not be verified as the concerned officer of the licencing authority deposed that the record of the licence was not available with them. It is not the contention of the Respondent/ Insurance Company that the Appellant/complainant is guilty of willful negligence while employing the driver. The driver had been driving competently and there was no reason for the Appellant/Complainant to doubt the veracity of the driver's licence. In view of above facts and circumstances, the impugned judgment is not liable to be sustained and is hereby set aside. The appeals accordingly stand allowed. The respondent/ Insurance Company is held liable to indemnify the appellant.

62. Similar view has again been taken by the Hon'ble Supreme Court in **Civil Appeal No.4919 of 2022 (arising out of SLP (Civil) No.24933 of 2019)**, titled as **Rishi Pal Singh versus New India Assurance Co. Ltd & Others**, Relevant paragraphs 3 to 9 of the judgment, are reproduced, as under: -

"3. Before this Court, learned counsel for the appellant relied upon *United India Insurance Co. Ltd v. Lehu & Ors.* as also three-Judge Bench judgment reported as *National Insurance Co. Ltd. v. Swaran Singh and Others* that the owner has

no mean to verify the genuineness of driving license produced before him, provided that the owner finds the driver is competent to drive the vehicle. Hence, once the appellant has deposed that he had taken test of the driver before employing him, he has taken sufficient precaution before employment. Therefore, there could not be any direction to recover the amount from the appellant.

4. *The record of the Tribunal was requisitioned. A perusal thereof shows that the claimants have produced a driving licence of the driver before the Tribunal. The said driving licence is available at page 502 of the paper book. The genuineness of the said licence was investigated and in the report Ex. R3W2/D, the same was found to be not issued by the Licensing Authority Mandi in the State of Himachal Pradesh.*

5. *Thus, it was the claimant alone who relied upon the license issued by Licensing Authority Mandi. The same was not found to be genuine. The statement of the owner, that the license was from Nagaland is without any supporting documents and is thus meaning less. The fact remains, having appointing driver after taking test, the appellant was not expected to make enquiries from the licensing authority as to whether driving license shown to him is valid or not.*

6. *If the owner has stated that driver had produced the driving license from Nagaland but no such license was produced on record, it is obviously a mistake on the part of the owner. However, such aspect cannot be used to grant liberty to the Insurance Company to recover the amount from the owner when the driving license actually produced by the claimant themselves was from Una, Himachal Pradesh. It may be*

stated that falsus in uno, falsus in omnibus is not the principle applicable in India. Therefore, even if a part of the statement that the driver has produced the license from Nagaland is not correct, it is wholly inconsequential.

7. To appreciate the contention of the appellant, the observations of this Court in *Lehru* (*supra*) have been reproduced as under:

*"20. When an owner is hiring a driver he will therefore have to check whether the driver has a driving licence. If the driver produces a driving licence which on the face of it looks genuine, the owner is not expected to find out whether the licence has in fact been issued by a competent authority or not. The owner would then take the test of the driver. If he finds that the driver is competent to drive the vehicle, he will hire the driver. We find it rather strange that insurance companies expect owners to make enquiries with RTOS, which are spread all over the country, whether the driving licence shown to them is valid or not. Thus where the owner has satisfied himself that the driver has a licence and is driving competently there would be no breach of Section 149(2)(a) (ii). The insurance company would not then be absolved of liability. If it ultimately turns out that the licence was fake, the insurance company would continue to remain liable unless they prove that the owner/insured was aware or had noticed that the licence was fake and still permitted that person to drive. More importantly, even in such a case the insurance company would remain liable to the innocent third party, but it may be able to recover from the insured. This is the law which has been laid down in *Skandia* [(1987) 2 SCC 654], *Sohan Lal Passi* [(1996)*

5 SCC 21: 1996 SCC (Cri) 871] and Kamla [(2001) 4 SCC 342: 2001 SCC (Cri) 701] cases. We are in full agreement with the views expressed therein and see no reason to take a different view."

8. The issue has been examined by a larger Bench in Swaran Singh (supra) wherein it was argued that the observations in Lehu were in conflict with the earlier judgment in New India Assurance Co. v. Kamla and Ors.. This Court held as under:

"92. It may be true as has been contended on behalf of the petitioner that a fake or forged licence is as good as no licence but the question herein, as noticed hereinbefore, is whether the insurer must prove that the owner was guilty of the wilful breach of the conditions of the insurance policy or the contract of insurance. In Lehu case [(2003) 3 SCC 338: 2003 SCC (Cri) 614) the matter has been considered in some detail. We are in general agreement with the approach of the Bench but we intend to point out that the observations made therein must be understood to have been made in the light of the requirements of the law in terms whereof the insurer is to establish wilful breach on the part of the insured and not for the purpose of it's disentitlement from raising any defence or for the owners to be absolved from any liability whatsoever. We would be dealing in some detail with this aspect of the matter a little later.

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99. So far as the purported conflict in the judgments of Kamla [(2001) 4 SCC 342: 2001 SCC (Cri) 701] and Lehu [(2003) 3

SCC 338: 2003 SCC (Cri) 614] is concerned, we may wish to point out that the defence to the effect that the licence held by the person driving the vehicle was a fake one, would be available to the insurance companies, but whether despite the same, the plea of default on the part of the owner has been established or not would be a question which will have to be determined in each case.

100. This Court, however, in Lehu [(2003) 3 SCC 338: 2003 SCC (Cri) 614] must not be read to mean that an owner of a vehicle can under no circumstances have any duty to make any enquiry in this respect. The same, however, would again be a question which would arise for consideration in each individual case."

9. Similar question again came up for consideration before a three-Judge Bench in a judgment reported as *Pappu and Ors. v. Vinod Kumar Lamba and Anr.*⁵ wherein it was held that the onus would shift on the Insurance Company after the owner of the offending vehicle pleads and proves the basic facts within his knowledge that the driver of the offending vehicle was authorized by him to drive the vehicle and was having a valid driving license at the relevant time. The valid driving license is the license which is produced before the owner. This Court held as under:

"12. This Court in National Insurance Co. Ltd. [National Insurance Co. Ltd. v. Swaran Singh, (2004) 3 SCC 297: 2004 SCC (Cri) 733] has noticed the defences available to the insurance company under Section 149(2) (a)(ii) of the Motor Vehicles Act, 1988. The insurance company is entitled to take a

defence that the offending vehicle was driven by an unauthorised person or the person driving the vehicle did not have a valid driving licence. The onus would shift on the insurance company only after the owner of the offending vehicle pleads and proves the basic facts within his knowledge that the driver of the offending vehicle was authorised by him to drive the vehicle and was having a valid driving licence at the relevant time.

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17. This issue has been answered in National Insurance Co. Ltd. [National Insurance Co. Ltd. v. Swaran Singh, (2004) 3 SCC 297; 2004 SCC (Cri) 733] In that case, it was contended by the insurance company that once the defence taken by the insurer is accepted by the Tribunal, it is bound to discharge the insurer and fix the liability only on the owner and/or the driver of the vehicle. However, this Court held that even if the insurer succeeds in establishing its defence, the Tribunal or the court can direct the insurance company to pay the award amount to the claimant(s) and, in turn, recover the same from the owner of the vehicle. The three-Judge Bench, after analysing the earlier decisions on the point, held that there was no reason to deviate from the said well- settled principle. In para 107, the Court then observed thus: (SCC p. 340)

"107. We may, however, hasten to add that the Tribunal and the court must, however, exercise their jurisdiction to issue such a direction upon consideration of the facts and circumstances of each case and in the event

such a direction has been issued, despite arriving at a finding of fact to the effect that the insurer has been able to establish that the insured has committed a breach of contract of insurance as envisaged under sub-clause (ii) of clause (a) of sub-section (2) of Section 149 of the Act, the insurance company shall be entitled to realise the awarded amount from the owner or driver of the vehicle, as the case may be, in execution of the same award having regard to the provisions of Sections 165 and 168 of the Act. However, in the event, having regard to the limited scope of inquiry in the proceedings before the Tribunal it had not been able to do so, the insurance company may initiate a separate action therefor against the owner or the driver of the vehicle or both, as the case may be. Those exceptional cases may arise when the evidence becomes available to or comes to the notice of the insurer at a subsequent stage or for one reason or the other, the insurer was not given an opportunity to defend at all. Such a course of action may also be resorted to when a fraud or collusion between the victim and the owner of the vehicle is detected or comes to the knowledge of the insurer at a later stage."

63. Judging the facts and circumstances of the present case, as well as, the evidence so discussed above, this Court is of the view that the learned Tribunal has rightly negated the plea of the Insurance Company to exonerate it

from indemnifying the owner. The said findings do not require any interference by this Court.

64. In this case, the award has also been assailed on the ground that there is breach of the terms and conditions of the insurance policy, as the offending vehicle was authorized to carry '23' persons, as per copy of registration certificate Ex.RW-1/B and there were more than 44 persons traveling in the offending vehicle, out of which, 25 persons died and 19 sustained injuries.

65. It has vehemently been argued by the learned Senior Counsel appearing for the Insurance Company that the offending vehicle was overloaded, as such, the Insurance Company is not liable to pay the amount of compensation, as respondent No.1 permitted to ply the offending vehicle in violation of the terms and conditions of the insurance policy.

66. The above submission of the learned Senior Counsel appearing for the Insurance Company is not liable to be accepted, as, Hon'ble Supreme Court in a case reported as, ***Lakhmi Chand versus Reliance General Insurance Company Limited, (2016) 3 SCC 100***, has held that mere

factum of carrying more passengers, than the permitted seating capacity, in the vehicle, does not amount to fundamental breach of the terms and conditions of the insurance policy. Relevant paragraph 14 of the judgment, is reproduced, as under:

“14. The National Commission upheld the order of dismissal of the complaint of the appellant passed by the State Commission. The National Commission however, did not consider the judgment of this Court in the case of B.V. Nagaraju v. Oriental Insurance Co. Ltd Divisional Officer, Hassan, 1996 4 SCC 647. In that case, the insurance company had taken the defence that the vehicle in question was carrying more passengers than the permitted capacity in terms of the policy at the time of the accident. The said plea of the insurance company was rejected. This Court held that the mere factum of carrying more passengers than the permitted seating capacity in the goods carrying vehicle by the insured does not amount to a fundamental breach of the terms and conditions of the policy so as to allow the insurer to eschew its liability towards the damage caused to the vehicle. This Court in the said case has held as under:-

“It is plain from the terms of the Insurance Policy that the insured vehicle was entitled to carry six workmen, excluding the driver. If those six workmen when travelling in the vehicle, are assumed not to have increased risk from the point of view of the Insurance Company on occurring of an accident, how could those added persons be said to have contributed to the causing of it is the pose, keeping apart the load it was carrying.

In the present case the driver of the vehicle was not responsible for the accident. Merely by lifting a person or two, or even three, by the driver or the cleaner of the vehicle, without the knowledge of the owner, cannot be said to be such a fundamental breach that the owner should, in all events, be denied indemnification. The misuse of the vehicle was somewhat irregular though, but not so fundamental in nature so as to put an end to the contract, unless some factors existed which by themselves, had gone to contribute to the causing of the accident."

67. Hence, in this case, the learned Tribunal, has rightly fastened the liability to pay the amount of compensation upon the Insurance Company, to the extent of which, the vehicle was authorized to carry passengers, i.e.,

23.

68. Hon'ble Supreme Court in ***National Insurance Company vs. Anjana Shyam, AIR 2007 Supreme Court 2870***, has held that the Insurance Company would be bound to cover the higher of the awards and will deposit the higher of the amounts of compensation awarded to the extent of the number of passengers covered by the insurance policy. Relevant paras 22 and 23 of the judgment, are reproduced as under:

“22. Then arises the question, how to determine the compensation payable or how to quantify the compensation since there is no means of ascertaining who out of the overloaded passengers constitute the passengers covered by the insurance policy as permitted to be carried by the permit itself. As this Court has indicated, the purpose of the Act is to bring benefit to the third parties who are either injured or dead in an accident. It serves a social purpose. Keeping that in mind, we think that the practical and proper course would be to hold that the insurance company, in such a case, would be bound to cover the higher of the various awards and will be compelled to deposit the higher of the amounts of compensation awarded to the extent of the number of passengers covered by the insurance policy.

23. Illustratively, we may put it like this. In the case on hand, 42 passengers were the permitted passengers and they are the ones who have been insured by the insurance company. 90 persons have either died or got injured in the accident. Awards have been passed for varied sums. The Tribunal should take into account, the higher of the 42 awards made, add them up and direct the insurance company to deposit that lump sum. Thus, the liability of the insurance company would be to pay the compensation awarded to 42 out of the 90 passengers. It is to ensure that the maximum benefit is derived by the insurance taken for the passengers of the vehicle, that we hold that the 42 awards to be satisfied by the insurance company would be the 42 awards in the descending order starting from the highest of the awards. In other words, the higher of the 42 awards will be taken into account and it would be the sum total of those higher 42 awards that would be the amount that the insurance

company would be liable to deposit. It will be for the Tribunal thereafter to direct distribution of the money so deposited by the insurance company proportionately to all the claimants, here all the 90, and leave all the claimants to recover the balance from the owner of the vehicle. In such cases, it will be necessary for the Tribunal, even at the initial stage, to make appropriate orders to ensure that the amount could be recovered from the owner by ordering attachment or by passing other restrictive orders against the owner so as to ensure the satisfaction in full of the awards that may be passed ultimately.”

(self emphasis supplied)

69. The said view has again been elaborated/clarified, by the Hon’ble Supreme Court in **United India Insurance Company Limited versus K.M. Poonam and Others, (2015) 15 SCC 297**. Relevant paragraphs 38 to 40, of the judgment, are reproduced, as under:-

“38. Having arrived at the conclusion that the liability of the Insurance Company to pay compensation was limited to six persons travelling inside the vehicle only and that the liability to pay the others was that of the owner, we, in this case, are faced with the same problem as had surfaced in [Anjana Shyam’s](#) case (supra).

39. The number of persons to be compensated being in excess of the number of persons who could validly be carried in the vehicle, the question which arises is one of apportionment of the amounts to be paid. Since there can be no pick and choose method to identify the five passengers, excluding the driver,

in respect of whom compensation would be payable by the Insurance Company, to meet the ends of justice we may apply the procedure adopted in [Baljit Kaur's](#) case (supra) and direct that the Insurance Company should deposit the total amount of compensation awarded to all the claimants and the amounts so deposited be disbursed to the claimants in respect to their claims, with liberty to the Insurance Company to recover the amounts paid by it over and above the compensation amounts payable in respect of the persons covered by the Insurance Policy from the owner of the vehicle, as was directed in [Baljit Kaur's](#) case.

40. In other words, the Appellant Insurance Company shall deposit with the Tribunal the total amount of the amounts awarded in favour of the awardees within two months from the date of this order and the same is to be utilized to satisfy the claims of those claimants not covered by the Insurance Policy along with the persons so covered. The Insurance Company will be entitled to recover the amounts paid by it, in excess of its liability, from the owner of the vehicle, by putting the decree into execution. For the aforesaid purpose, the total amount of the six Awards which are the highest shall be construed as the liability of the Insurance Company. After deducting the said amount from the total amount of all the Awards deposited in terms of this order, the Insurance Company will be entitled to recover the balance amount from the owner of the vehicle as if it is an amount decreed by the Tribunal in favour of the Insurance Company. The Insurance Company will not be required to file a separate suit in this regard in order to recover the amounts paid in excess of its liability from the owner of the vehicle."

(self emphasis supplied)

70. Being guided by the aforesaid decisions, this Court has no hesitation to hold that the Insurance Company

is liable to satisfy the highest awards, to the extent of 23 passengers, and in rest of the awards, the Insurance Company shall, at the first instance, pay the compensation amount along with interest, with a right to recover the same from the owner of the offending vehicle.

71. As such, the appeals preferred by the Insurance Company, as well as, by the owner of the offending vehicle, involved, in the accident, in question, are being disposed of, in the aforesaid terms.

72. In this case, amount of compensation has also been sought to be reduced by the insurance company, whereas, the learned counsel appearing for the petitioners has sought the enhancement of the compensation amount, so that the same could fall within the definition of 'just compensation'.

73. It is no longer *res integra* that the endeavor of the Court/Tribunal is to grant the '*just compensation*', as, the provisions of MV Act are beneficial piece of legislation.

74. In order to achieve the above legislative intent, now, this Court would proceed further to determine the fact whether the amount of compensation, which has been awarded by the learned Tribunal, falls within the definition of 'just compensation' or not.

75. In the present case, the petitioners are wife, daughters and mother of Shri Piare Lal, who expired in the accident, in question, having taken place due to the rash and negligent driving of the driver of the offending vehicle.

76. The learned Tribunal has taken the age of deceased Piare Lal, as 42 years, on the basis of the postmortem report Ex.PW-3/C. Even, in the Parivar Register Ex.PW-3/D, his year of birth has been mentioned as 1972 and the accident had taken place on 24.09.2014. Meaning thereby, he was about 42 years at the time of his death.

77. The learned Tribunal has taken the earnings of Shri Piare Lal during his lifetime as Rs.7,000/- per month. In the absence of any documentary evidence, the approach of the learned Tribunal to assess the earnings on a notional basis is not sustainable in the eyes of law. The ends of

justice would be met if the earnings of Shri Piare Lal are taken as Rs.6,000/- per month, by applying the principle that the person working under the MNREGA scheme would be getting Rs. 200/- per day (Rs.6,000/- per month).

78. The learned Tribunal has given 30% increase, in the earnings of Shri Piare Lal, on account of future prospects. The said findings are also not sustainable in the eyes of law, as the Hon'ble Supreme Court, in **National Insurance Co. Ltd. versus Pranay Sethi, (2017) 16 SCC 680**, has held as under:-

59. In view of the aforesaid analysis, we proceed to record our conclusions:-

(i) The two-Judge Bench in Santosh Devi should have been well advised to refer the matter to a larger Bench as it was taking a different view than what has been stated in Sarla Verma, a judgment by a coordinate Bench. It is because a coordinate Bench of the same strength cannot take a contrary view than what has been held by another coordinate Bench.

(ii) As Rajesh has not taken note of the decision in Reshma Kumari, which was delivered at earlier point of time, the decision in Rajesh is not a binding precedent.

(iii) While determining the income, an addition of 50% of actual salary to the income of the deceased towards future prospects, where the deceased had a permanent job and was below

the age of 40 years, should be made. The addition should be 30%, if the age of the deceased was between 40 to 50 years. In case the deceased was between the age of 50 to 60 years, the addition should be 15%. Actual salary should be read as actual salary less tax.

(iv) In case the deceased was self-employed or on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. The established income means the income minus the tax component.

(v) For determination of the multiplicand, the deduction for personal and living expenses, the tribunals and the courts shall be guided by paragraphs 30 to 32 of Sarla Verma which we have reproduced hereinbefore.

(vi) The selection of multiplier shall be as indicated in the Table in Sarla Verma read with paragraph 42 of that judgment.

(vii) The age of the deceased should be the basis for applying the multiplier.

(viii) Reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs. 15,000/-, Rs. 40,000/- and Rs. 15,000/- respectively. The aforesaid amounts should be enhanced at the rate of 10% in every three years.

60. The reference is answered accordingly. Matters be placed before the appropriate Bench.

79. Admittedly, Piare Lal was working in unorganized sector and his age, at the time of accident was 42 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 25% increase is required to be given, towards future prospects. Thus, by adding 25%, his monthly income comes to Rs.7,500/- (Rs.6,000/- + Rs.1,500/-).

80. The Hon'ble Supreme Court in **Sarla Verma (Smt) and others versus Delhi Transport Corporation and another, (2009) 6 Supreme Court Cases 121**, has mandated that out of the total amount of the earnings of the deceased, some amount is required to be deducted, had the person, whose LRs have approached the Court for compensation, been alive. Relevant paragraphs 30 and 31 of the judgment, are reproduced, as under:-

30. Though in some cases the deduction to be made towards personal and living expenses is calculated on the basis of units indicated in Trilok Chandra, the general practice is to apply standardized deductions. Having considered several subsequent decisions of this court, we are of the view that where the deceased was married, the deduction towards personal and living expenses of the deceased, should be one-third

(1/3rd) where the number of dependent family members is 2 to 3, one-fourth (1/4th) where the number of dependent family members is 4 to 6, and one-fifth (1/5th) where the number of dependent family members exceed six.

31. Where the deceased was a bachelor and the claimants are the parents, the deduction follows a different principle. In regard to bachelors, normally, 50% is deducted as personal and living expenses, because it is assumed that a bachelor would tend to spend more on himself. Even otherwise, there is also the possibility of his getting married in a short time, in which event the contribution to the parent/s and siblings is likely to be cut drastically. Further, subject to evidence to the contrary, the father is likely to have his own income and will not be considered as a dependant and the mother alone will be considered as a dependent. In the absence of evidence to the contrary, brothers and sisters will not be considered as dependents, because they will either be independent and earning, or married, or be dependant on the father.

81. As such, keeping in view the number of dependents, $1/4^{\text{th}}$ amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.5,625/- (Rs.7,500/- minus Rs.1,875/-).

82. Learned Tribunal has applied the multiplier of '14', which is the appropriate multiplier. Thus, the loss of contribution comes to Rs.5,625/- x 12 x 14 = Rs.9,45,000/-.

83. The learned Tribunal has awarded a sum of Rs.1,00,000/- on account of loss of consortium, and Rs.25,000/- towards 'funeral charges'. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require interference by this Court. The petitioners are held entitled to Rs.15,000/-, under the head 'loss of estate', Rs.40,000/-, under the head 'loss of consortium' and Rs.15,000/-, under the head 'funeral expenses'.

84. However, Hon'ble Supreme Court in **Magma General Insurance Company Limited versus Nanu Ram @ Chuhru Ram and others, (2018) 18 SCC 130**, has mandated that each claimant is entitled to the amount of compensation under the head 'loss of consortium'. Relevant paragraphs 21 to 24 of the judgment, are reproduced, as under:-

"21. A Constitution Bench of this Court in Pranay Sethi dealt with the various heads under which compensation is to be awarded in a death case. One of these heads is loss of consortium. In legal parlance, "consortium" is a compendious term which encompasses 'spousal consortium', 'parental consortium', and 'filial consortium'. The

right to consortium would include the company, care, help, comfort, guidance, solace and affection of the deceased, which is a loss to his family. With respect to a spouse, it would include sexual relations with the deceased spouse:

21.1. Spousal consortium is generally defined as rights pertaining to the relationship of a husband-wife which allows compensation to the surviving spouse for loss of "company, society, co-operation, affection, and aid of the other in every conjugal relation".

21.2. Parental consortium is granted to the child upon the premature death of a parent, for loss of "parental aid, protection, affection, society, discipline, guidance and training."

21.3. Filial consortium is the right of the parents to compensation in the case of an accidental death of a child. An accident leading to the death of a child causes great shock and agony to the parents and family of the deceased. The greatest agony for a parent is to lose their child during their lifetime. Children are valued for their love, affection, companionship and their role in the family unit.

22. Consortium is a special prism reflecting changing norms about the status and worth of actual relationships. Modern jurisdictions world-over have recognized that the value of a child's consortium far exceeds the economic value of the compensation awarded in the case of the death of a child. Most jurisdictions therefore permit parents to be awarded compensation under loss of consortium on the death of a child. The amount awarded to the parents is a compensation for loss of the love, affection, care and companionship of the deceased child.

23. The Motor Vehicles Act is a beneficial legislation aimed at providing relief to the victims or their families, in cases of genuine claims. In case where a parent has lost their minor child, or unmarried son or daughter, the parents are entitled to be awarded loss of consortium under the head of filial consortium. Parental consortium is awarded to children who lose their parents in motor vehicle accidents under the Act. A few High Courts have awarded compensation on this count. However, there was no clarity with respect to the principles on which compensation could be awarded on loss of filial consortium.

24. The amount of compensation to be awarded as consortium will be governed by the principles of awarding compensation under 'loss of consortium' as laid down in *Pranay Sethi (supra)*. In the present case, we deem it appropriate to award the father and the sister of the deceased, an amount of Rs.40,000 each for loss of Filial Consortium.

85. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs. 9,45,000/-
2. Loss of consortium	=	Rs.1,60,000/- (Rs.40,000 x 4)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.11,35,000/-.

86. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

87. Consequently, the present appeal is partly allowed. The awarded amount is reduced from Rs.12,71,600/- to Rs.11,35,000/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO No. 549 of 2016

88. This appeal has been preferred by the Insurance Company against the award dated 29.07.2016 passed by the learned Tribunal, in Claim Petition No. 46/2 of 2014, titled as 'Savitri Devi & Another versus Meena Kumari & Others', whereby, a sum of Rs.11,97,500/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the realization thereof. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

89. The said claim petition has been filed by the petitioners being, mother and brother of Chaman Lal, son of Daulat Ram, who, as per the claim petition, expired on 24.9.2014, in the accident, in question.

90. According to the petitioners, Chaman Lal was a motor-electric mechanic, agriculturist and horticulturist by profession. As such, he was earning Rs.20,000/- per month.

91. Petitioner No.1, when appeared in the witness box as PW4 also deposed so. She has proved the salary certificate of her son as Ex.PW-4/B, death certificate Ex.PW-4/C, matriculation certificate Ex.PW4/D, computer course certificates Ex.PW4/E and Ex. PW4/F.

92. By examining PW6, the petitioners have proved that Shri Chaman Lal was working with PW6 Kulwant Singh, who is Proprietor of Power and Controls Company. According to him, he used to pay ₹7,500/- per month to Chaman Lal and proved the certificate Ex. PW4/B.

93. The learned Tribunal has taken the age of Shri Chaman Lal, at the time of his death, as 26 years, on the basis of copy of matriculation certificate, in which, his date of birth has been mentioned as 07.09.1988. As such, the

said findings, which are based upon documentary evidence, do not require any interference, by this Court.

94. So far as the income of Shri Chaman Lal is concerned, from the evidence of PW6, this Court has no hesitation to hold that the monthly income of Shri Chaman Lal was Rs.7,500/- per month. The said findings do not require any interference by this Court. However, the learned Tribunal has not given the increase, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra and has given the addition, towards future prospect @ 50%, after deducting the amount towards his personal expenses.

95. Admittedly, Chaman Lal was working in unorganized sector and his age, at the time of the accident was below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects, had he been alive. Thus, by adding 40%, his monthly income comes to Rs.10,500/- (Rs.7,500/- + Rs.3,000/-).

96. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.5,250/- (Rs.10,500/- minus Rs.5,250/-).

97. Learned Tribunal has applied the multiplier of '17', which is the appropriate multiplier. Thus, the loss of contribution comes to Rs.5,250/-x12 x17 = Rs.10,71,000/-.

98. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral charges and Rs.25,000/- on account of love and affection. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

99. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram**'s case supra, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

100. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs. 10,71,000/-
2. Loss of consortium	=	Rs. 80,000/- (Rs.40,000/- x 2)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.11,81,000/-.

101. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

102. Consequently, the present appeal is partly allowed and the awarded amount is reduced from Rs.11,97,500/- to Rs.11,81,000/-, with interest @ 7.5% per annum. The award passed by the learned MACT is modified accordingly.

FAO No.550 of 2016

103. The instant appeal has been preferred by the Insurance Company against the award dated 29.07.2016, passed by the learned Tribunal, in Claim Petition No. 36/2 of 2014, titled as 'Satya Devi & Another versus Meena Kumari & Others', whereby, a sum of Rs.12,02,000/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

104. The petitioners-claimants, being parents of Satish Kumar, who expired, in the accident in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.30,00,000/-.

105. As per the claimants, Shri Satish Kumar had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 28 years.

According to the claimants, he was working in a private firm and earning Rs.30,000/- per month, from all sources.

106. Petitioners have examined Lalit Kumar Gupta, proprietor of M/s Pappu Product, 56 Industrial Area, Bilaspur, as PW-5, who has deposed that Satish Kumar was working with him as foreman and he used to pay him Rs.8,000/- as salary. In this regard, he has proved the certificate Ex.PW-5/A. According to him, Satish Kumar, also used to earn Rs.4,000/- to Rs.5,000/-, in addition to this.

107. Learned Tribunal has taken the age of Shri Satish Kumar, as 33 years, on the basis of middle standard examination certificate Ex.PW-4/D. The said findings, being based upon the documentary evidence, require no interference by this Court.

108. Learned Tribunal has taken the earnings of Shri Satish Kumar as Rs.8,000/- per month, on the basis of the certificate Ex.PW-5/A, as the oral evidence, qua the additional income of the deceased, during his life time, was not supported by any documentary evidence. As such, the

said findings are not required to be interfered with, by this Court.

109. Learned Tribunal has wrongly given the addition of 50%, which is not sustainable in the eyes of law, in view of the decision of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

110. Admittedly, Shri Satish Kumar was working in unorganized sector and his age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects, had he been alive. Thus, by adding 40% of his monthly income, the same comes to Rs.11,200/- (Rs.8,000/- + Rs.3,200/-).

111. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that he was bachelor, 50% amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his

monthly income comes to Rs.5,600/- (Rs.11,200/- minus Rs.5,600/-).

112. Learned Tribunal has applied the multiplier of '16', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.5,600/-x12 x 16 = Rs.10,75,200/-.

113. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.25,000/-, on account of love and affection. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case *supra*, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

114. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

115. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs. 10,75,200/-
2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.11,85,200/-.

116. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

117. Consequently, the present appeal is partly allowed, and the awarded amount is reduced from Rs.12,02,000/- to Rs.11,85,200/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.551 of 2016

118. The instant appeal has been preferred by the Insurance Company against the award dated 01.09.2016, passed by the learned Tribunal, in Claim Petition No. 4/2 of 2015, titled as 'Kaushalya Devi & Another versus Meena Kumari & Others', whereby, a sum of Rs.5,73,056/-, along

with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

119. The petitioners-claimants, being widow and son of Inder Dev, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.20,00,000/-.

120. As per the claimants, Shri Inder Dev had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 62 years of age. According to the claimants, he was working as clerk with R.L. Pathak and Shri O.P. Gautam, Advocates and earning Rs.20,000/- per month, from all sources.

121. In order to prove the earnings of Shri Inder Dev, petitioners have examined Shri R.L. Pathak, Advocate, who has deposed that he used to pay Rs.7,000/- per month to

Shri Inder Dev. PW-4 Shri O.P. Gautam, Advocate has also deposed that Inder Dev, was working with him, as well as, with Mr. R.L. Pathak, Advocate and PW-4 used to pay him Rs.5,000/- per month.

122. Learned Tribunal has taken the age of Shri Inder Dev, as 62 years, on the basis of postmortem report Ex.PW-2/A. The said findings, being based upon the documentary evidence, require no interference by this Court.

123. Learned Tribunal has taken the earnings of Shri Inder Dev, as Rs.8,000/- per month. The said findings are not required to be interfered with, by this Court. Keeping in view the age of the deceased, no addition is required to be given towards future prospects.

124. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the number of dependents, 1/3rd amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.5,334/- (Rs.8,000/- minus Rs.2,666/-).

125. Learned Tribunal has applied the multiplier of '7', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.5,334/-x12 x 7 = Rs.4,48,056/-.

126. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.1,00,000/-, on account of consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case *supra*, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

127. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

128. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income = Rs.4,48,056/-

2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.5,58,056/-.

129. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

130. Consequently, the present appeal is partly allowed, and the awarded amount is reduced from Rs.5,73,056/- to Rs.5,58,056/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.552 of 2016

131. The instant appeal has been preferred by the Insurance Company against the award dated 01.08.2016, passed by the learned Tribunal, in Claim Petition No. 40/2 of 2014, titled as 'Sheetla & Another versus Meena Kumari & Others', whereby, a sum of Rs.10,22,000/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the

petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

132. The petitioners-claimants, being parents of Karan, who expired, in the accident in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.20,00,000/-.

133. As per the claimants, Shri Karan had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 16 years. According to the claimants, he was studying in a private School at Kandraur in +2 Class and his monthly income has been pleaded as Rs.10,000/-, from all sources.

134. Learned Tribunal has taken the age of Shri Karan, as 16 years, on the basis of matriculation examination certificate Ex.PW-4/C. The said findings, being based upon the documentary evidence, require no interference by this Court.

135. Learned Tribunal has taken the earnings of Shri Karan, as Rs.6,000/- per month and the learned Tribunal has deducted 50% of the amount of compensation. The said findings are not sustainable in the eyes of law and require an interference, by this Court. Keeping in view the peculiar facts and circumstances of the present case, it would be just and appropriate for this Court to take the notional income of Shri Karan as Rs.40,000/- per annum.

136. Learned Tribunal has applied the multiplier of '18', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to $\text{Rs.40,000} \times 18 = \text{Rs.7,20,000/-}$.

137. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.25,000/-, on account of love and affection. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head

‘loss of consortium’ and Rs.15,000/- under the head ‘funeral expenses’.

138. In view of the law laid down by the Hon’ble Supreme Court in **Nanu Ram**’s case *supra*, each claimant is entitled to the amount of compensation under the head ‘loss of consortium’.

139. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.7,20,000/-
2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.8,30,000/-.

140. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

141. Consequently, the present appeal is partly allowed, and the awarded amount is reduced from Rs.10,22,000/- to Rs.8,30,000/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.553 of 2016

142. The instant appeal has been preferred by the Insurance Company against the award dated 01.08.2016, passed by the learned Tribunal, in Claim Petition No. 39/2 of 2014, titled as 'Manjeet Kaur & Another versus Meena Kumari & Others', whereby, a sum of Rs.14,27,000/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

143. The petitioners-claimants, being parents of Amarjeet, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.30,00,000/-.

144. As per the claimants, Shri Amarjeet had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 28 years.

According to the claimants, he was Post Graduate in (Political Science) and at the time of his death was pursuing B.Ed., from Gurukul Bharti Chakli. His income has been pleaded Rs.30,000/- per month, from agriculture, Tuition work and other sources.

145. Learned Tribunal has taken the age of Shri Amarjeet, as 28 years, on the basis of matriculation examination certificate Ex.PW-4/C. The said findings, being based upon the documentary evidence, require no interference by this Court.

146. Learned Tribunal has taken the earnings of Shri Amarjeet, as Rs.9,000/- per month. This has been done by the learned Tribunal, on the basis of the statement of petitioner No.1, however, petitioner No.1, could not substantiate the income as Rs.30,000/-, on the basis of some documentary evidence. As such, the learned Tribunal has rightly taken the income of Shri Amarjeet Singh, as Rs.9,000/- per month. The said findings are not required to be interfered with, by this Court. However, the learned Tribunal has given 50% increase, upon the said amount,

towards future prospects. The said findings require interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

147. Admittedly, Amarjeet was working in unorganized sector and his age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.12,600/- (Rs.9,000/- + Rs.3,600/-).

148. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.6,300/- (Rs.12,600/- minus Rs.6,300/-).

149. Learned Tribunal has applied the multiplier of '17', which is the appropriate multiplier to be applied, in the

present case. Thus, the loss of contribution comes to Rs.6,300/-x12 x 17 = Rs.12,85,200/-.

150. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.25,000/-, on account of love and affection. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case *supra*, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

151. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

152. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs. 12,85,200/-
2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)
3. Loss of estate	=	Rs.15,000/-

4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.13,95,200/-.

153. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

154. Consequently, the present appeal is partly allowed, and the awarded amount is reduced from Rs.14,27,000/- to Rs.13,95,200/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.554 of 2016

156. The instant appeal has been preferred by the Insurance Company against the award dated 01.08.2016, passed by the learned Tribunal, in Claim Petition No. 45/2 of 2014, titled as 'Saroj Kumari & Another versus Meena Kumari & Others', whereby, a sum of Rs.11,21,000/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The

ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

157. The petitioners-claimants, being parents of Shashi Pal, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.1,00,00,000/-.

158. As per the claimants, Shri Shashi Pal had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 22 years. According to the claimants, he was pursuing B.Ed., from Shiva College of Education, Ghumarwin. Apart from this, he was agriculturist and Horticulturist and tutor. His income has been pleaded Rs.20,000/- per month, from all sources.

159. Learned Tribunal has taken the age of Shri Shashi Pal, as 22 years, on the basis of matriculation examination certificate Ex.PW-4/E. The said findings, being based upon the documentary evidence, require no interference by this Court.

160. Learned Tribunal has taken the earnings of Shri Shashi Pal, as Rs.7,000/- per month. The said amount is liable to be enhanced as a young man of 22 years, who was pursuing his studies might be helping his parents. As such, keeping in view the peculiar facts and circumstances of the present case, the earnings of Shri Shashi Pal can be said to be Rs.9,000/- per month. The learned Tribunal has given 50% increase, towards future prospects. The said findings require interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

161. Admittedly, Shashi Pal was working in unorganized sector and his age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.12,600/- (Rs.9,000/- + Rs.3,600/-).

162. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case

supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.6,300/- (Rs.12,600/- minus Rs.6,300/-).

163. Learned Tribunal has applied the multiplier of '17'. The said findings are also required to be interfered with, as keeping in view the age of Shashi Pal, the appropriate multiplier to be applied, in the present case is '18'. Thus, the loss of contribution comes to Rs.6,300/-x12 x 18 = Rs.13,60,800/-.

164. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.25,000/-, on account of love and affection. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

165. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

166. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.13,60,800/-
2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.14,70,800/-.

167. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

168. Consequently, the present appeal is disposed of, and the awarded amount is enhanced from Rs.11,21,000/- to Rs.14,70,800/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.555 of 2016

169. The instant appeal has been preferred by the Insurance Company against the award dated 01.09.2016, passed by the learned Tribunal, in Claim Petition No. 37/2 of 2014, titled as 'Beena Devi & Another versus Meena Kumari & Others', whereby, a sum of Rs.10,22,000/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

170. The petitioners-claimants, being parents of Nitesh Gautam, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.20,00,000/-.

171. As per the claimants, Shri Nitesh Gautam had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 19 years. According to the claimants, he has done his 10+2 and was pursuing Diploma in Electric Trade from ITI. In addition to

this, he used to assist electrician in his contract work and was earning Rs.5,000/-. His earning has been pleaded Rs.20,000/-, per month, from all sources.

172. Learned Tribunal has taken the age of Shri Nitesh Gautam, as 19 years. The said findings, being based upon the documentary evidence, require no interference by this Court.

173. Learned Tribunal has taken the earnings of Shri Nitesh Gautam, as Rs.6,000/-, per month. The said findings require interference, as a young man, who was pursuing ITI Diploma in Electric Trade and working as helper with a contractor, who used to pay him Rs.5,000/-, as such, he might be contributing Rs.7,000/-, per month to his family.

174. The learned Tribunal has given 50% increase, towards future prospects. The said findings require interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

175. Admittedly, Nitesh Gautam was working in unorganized sector and his age is below 40 years, as such,

in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.9,800/- (Rs.7,000/- + Rs.2,800/-).

176. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.4,900/- (Rs.9,800/- minus Rs.4,900/-).

177. Learned Tribunal has applied the multiplier of '18', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.4,900/-x12 x 18 = Rs.10,58,400/-.

178. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.25,000/-, on account of love and affection. The said findings, as per the mandate of the Hon'ble Supreme Court

in **Pranay Sethi's** case *supra*, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

179. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

180. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.10,58,400/-
2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.11,68,400/-.

181. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

182. Consequently, the present appeal is disposed of, and the awarded amount is enhanced from Rs.10,22,000/-

to Rs.11,68,400/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.556 of 2016

183. The instant appeal has been preferred by the Insurance Company against the award dated 01.09.2016, passed by the learned Tribunal, in Claim Petition No.03/2 of 2015, titled as 'Veena Devi & Others versus Meena Kumari & Others', whereby, a sum of Rs.12,06,548/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

184. The petitioners-claimants, being widow, sons and mother of Madan Lal, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.30,00,000/-.

185. As per the claimants, Shri Madan Lal had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 51 years. According to the claimants, he was self employed and was earning Rs.25,000/- per month, from all sources.

186. In order to prove the said fact, petitioner No.1, appeared in the witness-box as PW-4 and filed her affidavit, in which, she had deposed that her husband was earning Rs.30,000/- per month from tailoring work and Rs.5,000/- per month from agricultural pursuits. In addition to this, they have examined one Naresh Kumar as PW-5, who was working as assistant. He has also deposed that apart from him, two other persons were employed by Madan Lal.

187. Learned Tribunal has taken the age of Shri Madan Lal, as 48 years, on the basis of copy of Parivar Register Ex.P-1. The said findings, being based upon the documentary evidence, require no interference by this Court.

188. Learned Tribunal has taken the earnings of Shri Madan Lal, as Rs.8,000/- per month. The said findings are

not required to be interfered with, by this Court. However, the learned Tribunal has given 30% increase, upon the said amount, towards future prospects. The said findings require interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

189. Admittedly, Madan Lal was working in unorganized sector and his age has been proved to be 48 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 25% increase is required to be given, towards future prospects. Thus, by adding 25% of his monthly income, the same comes to Rs.10,000/- (Rs.8,000/- + Rs.2,000/-).

190. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the number of dependents, 1/3rd amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.6,667/- (Rs.10,000/- minus Rs.3,333/-).

191. Learned Tribunal has applied the multiplier of '13', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.6,667/-x12 x 13 = Rs.10,40,052/-.

192. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.1,00,000/-, on account of consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case *supra*, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

193. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

194. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income = Rs.10,40,052/-

2. Loss of consortium	=	Rs.1,60,000/- (Rs.40,000 x 4)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.12,30,052/-.

195. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

196. Consequently, the present appeal is disposed of, and the awarded amount is enhanced from Rs.12,06,548/- to Rs.12,30,052/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.557 of 2016

197. The instant appeal has been preferred by the Insurance Company against the award dated 01.09.2016, passed by the learned Tribunal, in Claim Petition No. 06/2 of 2015, titled as 'Rekha Devi & Others versus Meena Kumari & Others', whereby, a sum of Rs.21,50,000/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing

of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

198. The petitioners-claimants, being widow, mother, daughters and son of Thakur Dass, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.1,00,00,000/-.

199. As per the claimants, Shri Thakur Dass had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 39 years. According to the claimants, he was motor mechanic, agriculturist and horticulturist. His income has been pleaded Rs.25,000/- per month, from all sources.

200. Learned Tribunal has taken the age of Shri Thakur Dass, as 39 years, on the basis of matriculation examination certificate Ex.PW-5/C. The said findings, being based upon the documentary evidence, require no interference by this Court.

201. In order to prove the earning of Shri Thakur Dass, his wife appeared in the witness-box as PW-5, who has filed her affidavit, which is based upon the assertions made in the claim petition. However, she could not produce any record with regard to the fact that Thakur Dass was working as mechanic, during his life time. Apart from this, the petitioners have examined PW-2 Anil Kumar, proprietor M/s Happy Motors. He has deposed that Thakur Dass was working with him. He used to pay him Rs.10,000/- and proved the receipts Ex.PW-2/A to PW-2/E. On the basis of the said documents, the learned Tribunal has rightly taken the earnings of Shri Thakur Dass, as Rs.10,000/- per month. The said findings need no interference, by this Court. However, the learned Tribunal has given 50% increase, towards future prospects. The said findings require interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

202. Admittedly, Thakur Dass was working in unorganized sector and his age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court

in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.14,000/- (Rs.10,000/- + Rs.4,000/-).

203.. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the number of dependents, 1/4th amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.10,500/- (Rs.14,000/- minus Rs.3,500/-).

204. Learned Tribunal has applied the multiplier of '15', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.10,500/-x12 x 15 = Rs.18, 90,000/-.

205. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.1,00,000/-, on account of consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head

‘loss of estate’, Rs.40,000/- under the head ‘loss of consortium’ and Rs.15,000/- under the head ‘funeral expenses’.

206. In view of the law laid down by the Hon’ble Supreme Court in **Nanu Ram**’s case *supra*, each claimant is entitled to the amount of compensation under the head ‘loss of consortium’.

207. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.18,90,000/-
2. Loss of consortium	=	Rs.2,00,000/- (Rs.40,000 x 5)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.21,20,000/-.

208. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

209. Consequently, the present appeal is partly allowed, and, the awarded amount is reduced from Rs.21,50,000/- to Rs.21,20,000/-, with interest @ 7.5% per

annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.558 of 2016

210. The instant appeal has been preferred by the Insurance Company against the award dated 29.07.2016, passed by the learned Tribunal, in Claim Petition No.41/2 of 2014, titled as 'Rameshwari & Another versus Meena Kumari & Others', whereby, a sum of Rs.10,22,000/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

211. The petitioners-claimants, being parents of Pooja Kumari, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.20,00,000/-.

212. As per the claimants, Ms. Pooja Kumari had sustained fatal injuries, in the accident, in question, and at the time of death, her age has been pleaded to be 20 years. According to the claimants, she was pursuing B.A, and was a trained ladies tailor. Her income has been pleaded Rs.20,000/- per month, from all sources.

213. Learned Tribunal has taken the age of Ms. Pooja Kumari, as 19 years, on the basis of matriculation examination certificate Ex.PW-4/D. The said findings, being based upon the documentary evidence, require no interference by this Court.

214. As regards, the contribution towards her family by Ms. Pooja Kumari, the learned Tribunal, has taken her contribution/earnings as ₹6,000/- per month. The said amount, by any stretch of imagination, cannot be said to be the value of the multifarious activities done by the grown-up girl, in the rural area, that too, round the clock, towards her family. The Hon'ble Supreme Court, while considering its decision in **Kirti & Others versus Oriental Insurance**

Company Ltd, 2021 (1) ACJ 1, has held in **Shishu Pal @ Shish Ram & Others versus Surjeet & Others**, reported in **2026 INSC 634**, that the value of the domestic care of a homemaker is liable to be taken as Rs.30,000/- per month. Relevant paragraphs 15 to 20, of the judgment, are reproduced, as under :-

Quantifying The Contribution-of a Nation Builder

15. In usual circumstances this Court would not have ventured further than taking note of the fact that the incident and judgment in *Lata Wadhwa (supra)* was contemporaneous to the unfortunate accident in this case and as such compensation could be calculated using the Rs.3000/- per month metric applied therein however, in our considered view that would not be justified. It has to be observed that to measure the contributions of a homemaker and mother as in this case in strictly monetary terms is a task of considerable difficulty for each and every aspect of the day, month and year of such a homemaker's family members is informed, shaped by her sometimes acknowledged, but most often unacknowledged or taken for granted, efforts. If compensation is to be calculated in the present day while accounting for the egregious delay, to do so in terms that were frozen on the day of the death of the deceased would be grossly undervaluing the silent strength of homemakers.

16. That being said, even when it comes to computation for damages under non-pecuniary heads, the loss still does require the recognition of such heads before compensation can be

awarded. The first of them being the loss of the homemaker's dexterous ability to manage all the chores of the household. Granted, that in the increasingly modern urban centres of the country it may not be the case that a homemaker stands in front of the gas stove bright and early in the morning or late at night or even that she walks around, slouched, running the broom throughout the house, but, the fact of the matter is that in smaller cities, towns and villages, even today, such tasks assumedly and invariably fall on the homemaker, without as much as a second thought. The second head pertain to the children of the house. They have lost their mother, the source of never-ending love, comfort and affection, the person who they could run to with all their problems, questions and concerns and heartbreaks. She is also their first point of contact with the ways of the world, silently and subtly teaching them skills of survival, perseverance and excellence shaping them into well rounded human beings capable of being functioning contributors to the economy of the nation. This, in our view, is somewhat different from emotional support or dependence for primary skills necessary for everyday functioning that are imbibed by the children from their mother. This has a distinctly economic angle while also being partly an emotional aspect perfectly fitting into the non-categorizable roles played by homemaker. How does one calculate this? The third is equally troubling. A husband has, no longer, the support of his life partner, someone he depends on entirely to run smoothly, an entire part of his life, his home, family, children, relatives. Even in conservative settings where patriarchy looms large, the sense of dependency that obtains, if taken away, greatly challenges the man for he is now directionless and suddenly responsible for a lot more than he is used to. When the efforts of the homemaker

towards the husband and children are taken on the whole it cannot be disputed that although her labour be at emotional or physical is within the four walls of the home, its impact is much wider. In enabling the direct contribution today of their husbands and tomorrow of their children, they are the building blocks for the nation's road to holistic progress.[See: *Kalukutty v. P.M. John*¹², *Bhuvaneswari v. Mani*¹³] We may also 2023 SCC OnLine Ker 964 2020 SCC OnLine Mad 2163 observe that in a recent order of this Court in *Arvind Kumar Pandey v. Girish Pandey*, also made similar observations to the following effect:

“7. It goes without saying that the role of a homemaker is as important as that of a family member whose income is tangible as a source of livelihood for the family. The activities performed by a homemaker, if counted one by one, there will hardly be any doubt that the contribution of a homemaker is of a high order and invaluable. In fact, it is difficult to assess such a contribution in monetary terms.”

Any computation made as a result of injury suffered or death, should be aware of this larger role and not be myopic in its view.

The loss of a homemaker however is not limited to husband and children. It also directly impacts the women's own parents who have been deprived of the love and company of their child, who have lost the support and comfort of this person and are left alone with this boundless grief. Still further, the loss is acutely felt by her in-laws who are more often than not members of the same household and therefore are dependent on the love, labour and dedication of this person, for food for medicines and doctor's visit or for even the regular company over a morning tea. Strict arithmetic calculation does not lend its services to any of these scenarios.

17. It is settled law by virtue of [National Insurance Co. Ltd. v. Pranay Sethi](#), that in all cases that have resulted in death, loss of consortium is to be paid to the claimants at the rate of Rs.40,000/- per dependant along with 10% increase on the said amount every three years, so in 2026 the compensation awarded under this head is Rs.48,400/-. This we may note is irrespective of whether the deceased is a male/female/child/retired/working or whatever else. We are of the considered view, in such situations the computation of compensation upon the death of a homemaker suffers from an inherent (2025) 2 SCC 145 (2017) 16 SCC 680 disadvantage. The amount awarded under the same is over and above what is calculated on the basis of the earnings/salaries/pension/notional income for certain categories of claimants. In view of the fact that there is no standard income on the basis of which compensation can be calculated and a figure is taken for the purposes of calculation on guesswork, the true worth of the homemaker is missed out, in as much as it is amenable to calculation in monetary terms.

18. Future prospects when calculated on the basis of the above judgment in [Lata Wadhwa](#) (supra) would also be calculated on the comparative lower notional income (Rs.3000/-per month) given that, both the fire incident and the accident forming the basis of this appeal are from the year 2001.

19. When such conservative figures are used to build up compensation, the amount arrived at is paltry, and not even close, as much as monetary terms can be, to the loss endured by the claimants. Notional income is intended to approximate the economic value of in the case of homemaker, services rendered by them. However, for whatever reason, judicial notice of

this issue is usually overly conservative, without due acknowledgment of the fact that the role of the homemaker is neither entirely economic nor entirely non-economic and blends the factors of economy with emotional and managerial contributions and as such fixed compensation in terms of loss of consortium does not cover the entire gamut of their contribution.

Loss Of Domestic Care: An Additional Head

20. It is in these circumstances, that we deem it appropriate to direct that when a Motor Accidents Claim Tribunal or the High Court or this Court is concerned with or a case involving the death of a homemaker, in order to overcome the inherent disadvantage accrued against the homemaker on a calculation of compensation on the basis of conservatively computed notional income and while being acutely aware of the dictum in [Pranay Sethi](#) (supra) regarding loss of consortium as also the disposition towards uniformity, that for the three major heads (the homemaker's contribution towards smooth functioning of the household, the loss of maternal support for children and loss of spousal support/the support and care of their child who is an adult, for the parents of the deceased) discussed in the foregoing paragraphs, a composite sum of Rs.30,000/- shall be added under the head of 'loss of domestic care', provided that all three of these heads are met in the given case. This determination shall be revised by 10%, cumulatively, every three years. It may be clearly stated that this amount of Rs.30,000/- i.e., loss of domestic care is to be taken as a 'stand- in' (basic minimum monthly income) for monthly income in those cases where the homemaker does not have an input into the house, in strictly conventional, monetary terms. In those cases where the homemaker is part of the workforce,

the component of loss of domestic care shall be in addition to the monthly income as may be proved before the Tribunal/Courts.”

215. Since, the accident, in question, had taken place in the year 2014, this Court is of the view that in the light of the mandate of the Hon'ble Supreme Court in **Shishu Pal's** case (supra), ends of justice would be met, if the contribution of Ms. Pooja Kumari, during her life time is taken, as Rs.10,000/-, per month.

216. The learned Tribunal has fallen into error by giving 50% increase, towards future prospects. The said findings require interference by this Court.

217. Admittedly, Ms. Pooja Kumari was working in unorganized sector and her age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects, had she been alive. Thus, by adding 40% of her monthly income, the same comes to Rs.14,000/- (Rs.10,000/- + Rs.4,000/-).

218. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of her personal expenses, is required to be deducted, had she been alive. Thus, her monthly income comes to Rs.7,000/- (Rs.14,000/- minus Rs.7,000/-).

219. Learned Tribunal has applied the multiplier of '18', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.7,000/-x12 x 18 = Rs.15,12,000/-.

220. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.25,000/-, on account of love and affection. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

221. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

222. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.15,12,000/-
2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.16,22,000/-.

223. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

224. Consequently, the present appeal is disposed of, and the awarded amount is enhanced from Rs.10,22,000/- to Rs.16,22,000/-, with interest @ 7.5% per annum. The award passed by the learned MACT is modified accordingly.

FAO (MV) No.567 of 2016

225. The instant appeal has been preferred by the Insurance Company against the award dated 29.07.2016,

passed by the learned Tribunal, in Claim Petition No. 35/2 of 2014, titled as 'Dropati Devi & Others versus Meena Kumari & Others', whereby, a sum of Rs.38,96,612/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

226. The petitioners-claimants, being widow, mother, sons and daughter of Nathu Ram, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.50,00,000/-.

227. As per the claimants, Shri Nathu Ram had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 49 years. According to the claimants, he was Government employee. His income has been pleaded Rs. 55,000/- per month, from all sources.

228. The petitioners, in order to prove the earnings of Shri Nathu Ram, during his life time, have examined Mehar Singh, Junior Assistant, CMO Office Bilaspur, who has proved the salary certificate of Shri Nathu Ram, for the month of August 2014, as Ex.PW-3/A, in which, his salary has been mentioned as Rs.24,797/-.

229. Although, in this case, petitioner No.1, in her examination in chief, has taken the stand that her husband was also earning Rs.20,000/- per month from agricultural pursuits, but, considering the fact that he was a Government employee, it cannot be said that in addition to the salary, he was earning anything.

230. Learned Tribunal has taken the age of Shri Nathu Ram, as 50 years. The said findings require no interference by this Court.

231. Learned Tribunal has taken the earnings of Shri Nathu Ram, as Rs.24,797/- per month and the learned Tribunal has given 30% increase, towards future prospects. The said findings are not required to be interfered with, by

this Court, as per the mandate of Hon'ble Supreme Court, in ***Pranay Sethi***'s case supra.

232. Admittedly, Nathu Ram was working in organized sector and his age is 50 years, as such, in view of the law laid down by the Hon'ble Supreme Court in ***Pranay Sethi***'s case supra, 30% increase is required to be given, towards future prospects. Thus, by adding 30% of his monthly income, the same comes to Rs.32,236/- (Rs.24,797/- + Rs.7,439/-). Thus, his annual income comes to Rs.3,86,832/- (Rs.32,236/-x12). The income tax component is liable to be deducted from the said income.

233. The age of the deceased, at the time of accident was held to be 50 years. As per the income tax slab, applicable for the financial year 2013-14, income upto Rs.2,50,000/- was exempted. Thus, out of Rs.3,86,832/-, the amount of total taxable income comes to Rs.1,36,832/- (Rs.3,86,832/- minus Rs.2,50,000/-). The said income falls within the tax slab of 10%. Thus, the tax component comes to Rs.13,683/-. The education cess @3% on the said amount of Rs.13,683/- is also liable to be deducted, which

comes to Rs.410/-. Thus, the total tax component comes to Rs.14,093/-. Hence, the total established annual income of the deceased comes to Rs.3,86,832/- minus Rs.14,093/- = Rs.3,72,739/-.

234. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the number of dependents, 1/4th amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.2,79,555/- (Rs.3,72,739/- minus Rs.93,184/-).

235. Learned Tribunal has applied the multiplier of '13', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.2,79,555/- x 13 = Rs.36,34,215/-.

236. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.1,00,000/-, on account of consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head

‘loss of estate’, Rs.40,000/- under the head ‘loss of consortium’ and Rs.15,000/- under the head ‘funeral expenses’.

237. In view of the law laid down by the Hon’ble Supreme Court in **Nanu Ram**’s case *supra*, each claimant is entitled to the amount of compensation under the head ‘loss of consortium’.

238. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.36,34,215/-
2. Loss of consortium	=	Rs.2,00,000/- (Rs.40,000 x 5)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.38,64,215/-.

239. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

240. Consequently, the present appeal is partly allowed, and the awarded amount is reduced from Rs.38,96,612/- to Rs. 38,64,215/-, with interest @ 7.5% per

annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.568 of 2016

241. The instant appeal has been preferred by the Insurance Company against the award dated 01.08.2016, passed by the learned Tribunal, in Claim Petition No. 34/2 of 2014, titled as 'Soma Devi & Others versus Meena Kumari & Others', whereby, a sum of Rs.20,45,000/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

242. The petitioners-claimants, being widow, mother, son and daughter of Prem Sagar, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.30,00,000/-.

243. As per the claimants, Shri Prem Sagar had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 30 years. According to the claimants, he was a trained mason. His income has been pleaded Rs.30,000/- per month, from all sources.

244. Learned Tribunal has taken the age of Shri Prem Sagar, as 31 years, on the basis of Pariwar Register Ex.PW-4/C. The said findings, being based upon the documentary evidence, require no interference by this Court.

245. The learned Tribunal has taken the earnings of Shri Prem Sagar, as Rs.10,000/- per month. The said findings are not based upon the appropriate appreciation of the oral evidence. As such, the monthly income of Shri Prem Sagar is required to be reduced to Rs.8,000/-. The learned Tribunal has given 50% increase, towards future prospects. The said findings also require interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

246. Admittedly, Prem Sagar was working in unorganized sector and his age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.11,200/- (Rs.8,000/- + Rs.3,200/-).

247. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the number of dependents, 1/4th amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.8,400/- (Rs.11,200/- minus Rs.2,800/-).

248. Learned Tribunal has applied the multiplier of '16', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.8,400/-x12 x 16 = Rs.16,12,800/-.

249. The learned Tribunal has awarded a sum of Rs.25,000/- on account of funeral expenses and Rs.1,00,000/-, on account of consortium. The said findings,

as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case *supra*, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

250. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

251. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.16,12,800/-
2. Loss of consortium	=	Rs.1,60,000/- (Rs.40,000 x 4)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.18,02,800/-.

252. So far as the rate of interest is concerned, the said findings do not require any interference by this Court.

253. Consequently, the present appeal is partly allowed, and the awarded amount is reduced from Rs.20,45,000/- to Rs.18,02,800/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.538 of 2018

254. The instant appeal has been preferred by the Insurance Company against the award dated 10.08.2018, passed by the learned Tribunal, in MAC No. 47-2 of 2014, titled as 'Vyasa Devi @ Bhaga Devi & Another versus Meena Kumari & Others', whereby, a sum of Rs.11,50,000/-, along with interest, at the rate of 9% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

255. The petitioners-claimants, being parents of Poonam Devi, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted

petition, before the learned Tribunal, seeking compensation of Rs.20,00,000/-.

256. As per the claimants, Ms. Poonam Devi had sustained fatal injuries, in the accident, in question, and at the time of death, her age has been pleaded to be 18 years. According to the claimants, she was pursuing BA from Ghumarwin College and was a trained ladies tailor. Her income has been pleaded Rs.20,000/- per month, from all sources.

257. Learned Tribunal has taken the age of Ms. Poonam Devi, as 18 years, on the basis of document Ex.PW-3/J. The said findings, being based upon the documentary evidence, require no interference by this Court.

258. The learned Tribunal has taken the earnings of Ms. Poonam Devi, as Rs.10,000/- per month. The said findings do not require any interference by this Court, considering the multifarious activities done by the female, in the household, that too, round the clock, towards her family. However, the learned Tribunal has not given any increase,

towards her future prospects. The said findings require interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

259. Admittedly, Poonam Devi was working in unorganized sector and her age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.14,000/- (Rs.10,000/- + Rs.4,000/-).

260. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of her personal expenses, is required to be deducted, had she been alive. Thus, her monthly income comes to Rs.7,000/- (Rs.14,000/- minus Rs.7,000/-).

261. Learned Tribunal has applied the multiplier of '18', which is the appropriate multiplier to be applied, in the

present case. Thus, the loss of contribution comes to Rs.7,000/-x12 x 18 = Rs.15,12,000/-.

262. The learned Tribunal has awarded a sum of Rs.15,000/- on account of funeral expenses, Rs.15,000/-, on account of loss of estate and Rs.40,000/-, on account of loss of love and affection. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case *supra*, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

263. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

264. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.15,12,000/-
2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)

3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.16,22,000/-.

265. So far as the rate of interest is concerned, the learned Tribunal has awarded the interest at the rate of 9%, which is also liable to be interfered with, keeping in view the prevailing rate of interest being awarded by the nationalized banks on fixed deposits and it would be just and appropriate for this Court to reduce the same from 9% to 7.5%.

266. Consequently, the present appeal is partly allowed, and, the awarded amount is enhanced from Rs.11,50,000/- to Rs.16,22,000/-, however, with reduced rate of interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.539 of 2018

267. The instant appeal has been preferred by the Insurance Company against the award dated 10.08.2018, passed by the learned Tribunal, in MAC No. 46-2 of 2014, titled as 'Kaushalya Devi @ Geeta Devi & Another versus

Meena Kumari & Others', whereby, a sum of Rs.11,50,000/-, along with interest, at the rate of 9% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

268. The petitioners-claimants, being parents of Mandeep Kumar, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.20,00,000/-.

269. As per the claimants, Shri Mandeep Kumar had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 17½ years. According to the claimants, he was pursuing Diploma in Electric Trade from ITI. In addition to this, he used to assist private electric contractor, in his contract work and was earning Rs.5,000/-. His earning has been pleaded Rs.20,000/-, per month, from all sources.

270. Learned Tribunal has taken the age of Shri Mandeep Kumar, as 17½ years, on the basis of document Ex.PW-3/D. The said findings, being based upon the documentary evidence, require no interference by this Court.

271. Learned Tribunal has taken the earnings of Shri Mandeep Kumar, as Rs.6,000/-, per month. The said findings require no interference, being based upon the proper appreciation of oral, as well as, documentary evidence. The deceased was a young man, who was pursuing ITI Diploma in Electric Trade and working as helper with a contractor.

272. The learned Tribunal has not given increase, towards future prospects. The said findings require interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

273. Admittedly, Mandeep Kumar was working in unorganized sector and his age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to

be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.8,400/- (Rs.6,000/- + Rs.2,400/-).

274. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.4,200/- (Rs.8,400/- minus Rs.4,200/-).

275. Learned Tribunal has applied the multiplier of '18', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.4,200/-x12 x 18 = Rs.9,07,200/-.

276. The learned Tribunal has awarded a sum of Rs.15,000/- on account of loss of estate, Rs.15,000/- on account of funeral expenses and Rs.40,000/-, on account of consortium/love and affection. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require no interference by this Court, however,

in view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

277. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.9,07,200/-
2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.10,17,200/-.

278. So far as the rate of interest is concerned, the learned Tribunal has awarded the interest at the rate of 9%, which is also liable to be interfered with, keeping in view the prevailing rate of interest being awarded by the nationalized banks on fixed deposit and it would be just and appropriate for this Court to reduce the same from 9% to 7.5%.

279. Consequently, the present appeal is partly allowed, and the awarded amount is reduced from Rs.11,50,000/- to Rs.10,17,200/-, with reduced interest @

7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.232 of 2019

280. The instant appeal has been preferred by the Insurance Company against the award dated 12.04.2019, passed by the learned Tribunal, in MAC No. 2/2 of 2015, titled as 'Dhruvender Surya versus Sunil Kumar & Others', whereby, a sum of Rs.12,22,000/-, along with interest, at the rate of 9% per annum, has been awarded to the petitioner-claimant, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

281. The petitioner-claimant, being husband of Anjna Surya, who expired, in the accident, in question, involving the offending vehicle, has filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.50,00,000/-.

282. As per the claimant, Ms. Anjna Surya had sustained fatal injuries, in the accident, in question, and at the time of death, her age has been pleaded to be 35 years of age. According to the claimant, she was lecturer in the Shivam Institute of Vocational Training, Ghumarwin. Her income has been pleaded Rs.8,000/-, per month, from all sources.

283. In order to prove the earnings of the Anjna Surya, during her life time, the petitioner has produced salary certificate Ex.PW-3/F, according to which, Ms. Anjna Surya was working with Shivam Institute for Vocational Training, as Senior IT Faculty, on contract basis and she was getting Rs.8,000/- per month. The said certificate has duly been proved by the PW-5, Satish Sharma, Chairman of the Institute.

284. Learned Tribunal has taken the age of Ms. Anjna Surya, as 35 years, on the basis of copy of Pariwar Register Ex.PW-3/E. The said findings, being based upon the documentary evidence, require no interference by this Court.

285. The learned Tribunal has taken the earnings of Ms. Anjna Surya, as Rs.8,000/- per month, however, the said findings are required to be interfered with, by this Court, considering the multifarious activities done by the female, in the household, that too, round the clock, towards her family. As such, the contribution of deceased towards her family can be said to be Rs.8,000/- +Rs.4,000/- (on account of multifarious activities done by the female in the house hold) = Rs.12,000/-, per month.

286. The learned Tribunal has given 50% increase, towards future prospects. The said findings do not require any interference by this Court.

287. Admittedly, Anjna Surya was working in organized sector and her age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in *Pranay Sethi's* case supra, 50% increase is required to be given, towards future prospects. Thus, by adding 50% of his monthly income, the same comes to Rs.18,000/- (Rs.12,000/- + Rs.6,000/-).

288. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the number of dependents, 1/3rd amount, on account of her personal expenses, is required to be deducted, had she been alive. Thus, her monthly income comes to Rs.12,000/- (Rs.18,000/- minus Rs.6,000/-).

289. Learned Tribunal has applied the multiplier of '100 (sic.)', which is not the appropriate multiplier to be applied, in the present case. The findings of the learned Tribunal, are required to be interfered with, as, keeping in view the age of the deceased, '16' is the appropriate multiplier to be applied in the present case. Thus, the loss of contribution comes to Rs.12,000/-x12x16 = Rs.23,04,000/-.

290. The learned Tribunal has awarded a sum of Rs.15,000/- on account of funeral expenses, Rs.15,000/-, on account of loss of estate and Rs.40,000/-, on account of consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require no interference by this Court.

291. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.23,04,000/-
2. Loss of consortium	=	Rs.40,000/-
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.23,74,000/-.

292. So far as the rate of interest is concerned, the learned Tribunal has awarded the interest at the rate of 9%, which is also liable to be interfered with, keeping in view the prevailing rate of interest being awarded by the nationalized banks on fixed deposits and it would be just and appropriate for this Court to reduce the same from 9% to 7.5%.

293. Consequently, the present appeal is partly allowed. The awarded amount is enhanced from Rs.12,22,000/- to Rs.23,74,000/-, however, with reduced interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.86 of 2020

294. The instant appeal has been preferred by the Insurance Company against the award dated 02.12.2019,

passed by the learned Tribunal, in Claim Petition No. 24 of 2015, titled as 'Roshani Devi versus Meena Kumari & Others', whereby, a sum of Rs.8,86,800/-, along with interest, at the rate of 9% per annum, has been awarded to the petitioner-claimant, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

295. The petitioner-claimant, being mother of Surender Kumar, who expired, in the accident, in question, involving the offending vehicle, has filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.40,00,000/-.

296. As per the claimant, Shri Surender Kumar had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 28 years. According to the claimant, Shri Surender Kumar, during his life time, was agriculturist, horticulturist and contractor by profession. His income has been pleaded Rs.40,000/- per month, from all sources.

297. Learned Tribunal has taken the age of Shri Surender Kumar, as 28 years, on the basis of matriculation examination certificate Ex.PW-1/B. The said findings, being based upon the documentary evidence, require no interference by this Court.

298. The learned Tribunal has taken the earnings of Shri Surender Kumar, as Rs.6,000/- per month. The said findings of the learned Tribunal are required to be interfered with. As such, the monthly income of Shri Surender Kumar is required to be enhanced to Rs.8,000/-, keeping in view the peculiar facts and circumstances of the present case. The learned Tribunal has rightly given 40% increase, towards future prospects. Thus, by adding 40% towards the future prospects, his monthly income comes to Rs.11,200/- (Rs.8,000/- + Rs.3,200/-).

299. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of his personal expenses,

is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.5,600/- (Rs.11,200/- minus Rs.5,600/-).

300. Learned Tribunal has applied the multiplier of '17', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.5,600/-x12 x 17 = Rs.11,42,400/-.

301. The learned Tribunal has not awarded the amount under the head 'loss of consortium'. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require interference by this Court. The petitioners are held entitled to Rs.15,000/- under the head 'loss of estate', Rs.40,000/- under the head 'loss of consortium' and Rs.15,000/- under the head 'funeral expenses'.

302. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.11,42,400/-
2. Loss of consortium	=	Rs.40,000/-
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-

Total = Rs.12,12,400/-.

303. So far as the rate of interest is concerned, the learned Tribunal has awarded the interest at the rate of 9%, which is also liable to be interfered with, keeping in view the prevailing rate of interest being awarded by the nationalized banks on fixed deposits and it would be just and appropriate for this Court to reduce the same from 9% to 7.5%.

304. Consequently, the present appeal is partly allowed. The awarded amount is enhanced from Rs.8,86,800/- to Rs.12,12,400/-, however, with reduced interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.61 of 2026

305. The instant appeal has been preferred by the Insurance Company against the award dated 12.11.2025, passed by the learned Tribunal, in MAC No. 16 of 2014, titled as 'Deepan Devi & Others versus Sunil Kumar & Others', whereby, a sum of Rs.9,98,836/-, along with interest, at the rate of 7.5% per annum, has been awarded to

the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

306. The petitioners-claimants, being widow, sons and daughters of Nand Lal, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.50,00,000/-.

307. Initially, the parents of the deceased, were also impleaded as petitioners No.2 and 3, but, on account of their death, their names were ordered to be deleted vide order dated 04.06.2025.

308. As per the claimants, Shri Nand Lal, had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 48 years. According to the claimants, he was agriculturist and mason by profession. His earnings have been pleaded Rs.30,000/-, per month, from all sources.

309. Learned Tribunal has taken the age of Shri Nand Lal, as 49 years, on the basis of copy of Pariwar Register Mark P-1. The said findings, being based upon the documentary evidence, require no interference by this Court.

310. Learned Tribunal has taken the earnings of Shri Nand Lal, as Rs.5,100/-, per month. The said findings are required to be interfered with. The oral evidence of petitioner No.1, Deepan Devi, qua the fact that her husband was mason by profession and earning Rs.6,000/-, cannot be ignored. As such, the monthly income of Shri Nand Lal can safely be held to be Rs. 6,000/-.

311. The learned Tribunal has given 25% increase, towards future prospects. The said findings require no interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra. Admittedly, Nand Lal was working in unorganized sector and his age is proved to be 49 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 25% increase is required to be given, towards future

prospects. Thus, by adding 25% of his monthly income, the same comes to Rs.7,500/- (Rs.6,000/- + Rs.1,500/-).

312. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the number of dependents, including his parents, who were expired during the pendency of the *lis* and their names were ordered to be deleted, 1/5th amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.6,000/- (Rs.7,500/- minus Rs.1,500/-).

313. Learned Tribunal has applied the multiplier of '13', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.6,000/-x12 x 13 = Rs.9,36,000/-.

314. The learned Tribunal has awarded a sum of Rs.15,000/- on account of loss of estate, Rs.15,000/- on account of funeral expenses and Rs.40,000/-, on account of consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra,

require no interference by this Court, however, in view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

315. Learned Tribunal has given the increase of 10% on the amount awarded under the head 'loss of estate', 'consortium' and 'funeral charges'. The said findings of the learned Tribunal require interference, as the accident had taken place in the year 2014 and the judgment in **Pranay Sethi's** case *supra*, was delivered in the year 2017.

316. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.9,36,000/-
2. Loss of consortium	=	Rs.2,00,000/- (Rs.40,000 x 5)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.11,66,000/-.

317. So far as the rate of interest is concerned, the said findings require no interference by this Court.

318. Consequently, the present appeal is disposed of, and, the awarded amount is enhanced from Rs.9,98,836/- to Rs.11,66,000/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.62 of 2026

319. The instant appeal has been preferred by the Insurance Company against the award dated 12.11.2025, passed by the learned Tribunal, in MAC No. 10 of 2014, titled as 'Sunita Devi & Another versus Sunil Kumar alias Sonu & Others', whereby, a sum of Rs.11,49,160/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

320. The petitioners-claimants, being parents of Ankit, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before

the learned Tribunal, seeking compensation of Rs.50,00,000/-.

321. Initially, the grandmother of the deceased, was also impleaded as petitioner No.3, but, on account of her death, her name was ordered to be deleted vide order dated 04.06.2025.

322. As per the claimants, Shri Ankit, had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 21 years. According to the claimants, he was Barber by profession. His earnings have been pleaded to be Rs.15,000/- per month.

323. Learned Tribunal has taken the age of Shri Ankit, as 20 years, on the basis of copy of Pariwar Register Mark P-Y. The said findings, being based upon the documentary evidence, require no interference by this Court.

324. Learned Tribunal has taken the earnings of Shri Ankit, as Rs.5,100/-, per month, on the basis of minimum wages, fixed for the unskilled workers. The deceased, being Barber, cannot be said to be unskilled worker. In such

situation, his monthly income can be said to be Rs.6,000/-.

325. The learned Tribunal has given 40% increase, towards future prospects. The said findings require no interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

326. Admittedly, Ankit was working in unorganized sector and his age is proved to be 20 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.8,400/- (Rs.6,000/- + Rs.2,400/-).

327. Learned Tribunal has fallen into an error in deducting 1/3rd amount, on account of personal expenses. In view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of his personal expenses, is required to be deducted, had he been

alive. Thus, his monthly income comes to Rs.4,200/- (Rs.8,400/- minus Rs.4,200/-).

328. Learned Tribunal has applied the multiplier of '18', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.4,200/-x12 x 18 = Rs.9,07,200/-.

329. The learned Tribunal has awarded a sum of Rs.15,000/- on account of loss of estate, Rs.15,000/- on account of funeral expenses and Rs.40,000/-, on account of consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case *supra*, require no interference by this Court, however, in view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

330. Learned Tribunal has given the increase of 10% on the amount awarded under the head 'loss of estate', 'consortium' and 'funeral charges'. The said findings of the learned Tribunal require interference, as the accident had

taken place in the year 2014 and the judgment in **Pranay Sethi's** case supra, was delivered in the year 2017.

331. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.9,07,200/-
2. Loss of consortium	=	Rs.80,000/- (Rs.40,000 x 2)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.10,17,200/-.

332. So far as the rate of interest is concerned, the said findings require no interference by this Court.

333. Consequently, the present appeal is partly allowed, and the awarded amount is reduced from Rs.11,49,160/- to Rs.10,17,200/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.63 of 2026

334. The instant appeal has been preferred by the Insurance Company against the award dated 12.11.2025, passed by the learned Tribunal, in MAC No. 13 of 2014,

titled as 'Kaushlya Devi & Others versus Sunil Kumar & Others', whereby, a sum of Rs.13,25,160/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

335. The petitioners-claimants, being mother, grandfather, widow and brothers of Sanju Kumar, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.50,00,000/-.

336. Initially, the grandmother of the deceased, were also impleaded as petitioner No.4, but, on account of her death, her name was ordered to be deleted vide order dated 11.06.2025.

337. As per the claimants, Shri Sanju Kumar, had sustained fatal injuries, in the accident, in question, and at the time of death, his age has been pleaded to be 31 years.

According to the claimants, he was self-employed. His earnings have been pleaded Rs.30,000/-, per month.

338. The petitioners, in order to prove the income of Shri Sanju Kumar, as Rs.30,000/-, have examined petitioner No.1 Smt. Kaushalya, who has deposed that her son was running a photo studio, at Kandroure and was earning Rs.35,000/- per month. In addition to this, they have also examined PW-5, Pradeep Kumar, who has deposed that Sanju Kumar, was earning 25-30 thousand rupees per month.

339. Learned Tribunal has taken the age of Shri Sanju Kumar, as 31 years, on the basis of copy of Pariwar Register Ex.P-3. The said findings, being based upon the documentary evidence, require no interference by this Court.

340. Learned Tribunal has taken the earnings of Shri Sanju Kumar, as Rs.5,100/-, per month, on the basis of minimum wages, paid to the unskilled worker. The said findings are required to be interfered with. The oral evidence of petitioner No.1 demonstrates the fact that her son was

photographer, which does not fall within the definition of unskilled worker. As such, his income can be said to be Rs.8,000/-, per month.

341. The learned Tribunal has rightly given 40% increase, towards future prospects. The said findings require no interference by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

342. Admittedly, Sanju Kumar was working in unorganized sector and his age is proved to be 31 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.11,200/- (Rs.8,000/- + Rs.3,200/-).

343. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the number of dependents, $\frac{1}{4}^{\text{th}}$ amount, on account of his personal expenses, is required to

be deducted, had he been alive. Thus, his monthly income comes to Rs.8,400/- (Rs.11,200/- minus Rs.2,800/-).

344. Learned Tribunal has applied the multiplier of '16', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.8,400/-x12 x 16 = Rs.16,12,800/-.

345. The learned Tribunal has awarded a sum of Rs.15,000/- on account of loss of estate, Rs.15,000/- on account of funeral expenses and Rs.40,000/-, on account of consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case *supra*, require no interference by this Court, however, in view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case *supra*, each claimant is entitled to the amount of compensation under the head 'loss of consortium'.

346. Learned Tribunal has given the increase of 10% on the amount awarded under the head 'loss of estate', 'consortium' and 'funeral charges'. The said findings of the learned Tribunal require interference, as the accident had

taken place in the year 2014 and the judgment in **Pranay Sethi's** case supra, was delivered in the year 2017.

347. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.16,12,800/-
2. Loss of consortium	=	Rs.2,00,000/- (Rs.40,000 x 5)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.18,42,800/-.

348. So far as the rate of interest is concerned, the said findings require no interference by this Court.

349. Consequently, the present appeal is disposed of. The awarded amount is enhanced from Rs.13,25,160/- to Rs.18,42,800/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.64 of 2026

350. The instant appeal has been preferred by the Insurance Company against the award dated 12.11.2025, passed by the learned Tribunal, in MAC No.11 of 2014, titled

as 'Soma Devi & Others versus Sunil Kumar @ Sonu & Others', whereby, a sum of Rs.13,65,680/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

351. The petitioners-claimants, being parents, sister and brother of Sapna Kumari, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.50,00,000/-.

352. As per the claimants, Ms. Sapna Kumari had sustained fatal injuries, in the accident, in question, and at the time of death, her age has been pleaded to be 21 years. According to the claimants, she was pursuing MCA from PTU Centre Bilaspur. In the column of 'monthly income of the person dead', word 'Nil' has been mentioned.

353. Learned Tribunal has taken the age of Ms. Sapna Kumari, as 21 years, on the basis of documents annexed with the petition. The said findings, being based upon the documentary evidence, require no interference by this Court.

354. The learned Tribunal has taken the earnings of Ms. Sapna Kumari, as Rs.5,100/- per month, on the basis of the minimum wages, paid to the unskilled worker. The said findings are not sustainable in the eyes of law, as, the Hon'ble Supreme Court in **Shishu Pal's** case supra, has held that the value of the domestic care of a homemaker is liable to be taken as Rs.30,000/- per month.

355. Since, the accident, in question, had taken place in the year 2014, as such, this Court is of the view that in the light of the mandate of the Hon'ble Supreme Court in **Shishu Pal's** judgment supra, ends of justice would be met, if the contribution of Ms. Sapna Kumari, towards her family during her lifetime is taken as Rs.10,000/- per month.

356. The learned Tribunal has given 40% increase, towards future prospects. The said findings are not required

to be interfered with, by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

357. Admittedly, Ms. Sapna Kumari was working in unorganized sector and her age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.14,000/- (Rs.10,000/- + Rs.4,000/-).

358. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of her personal expenses, is required to be deducted, had she been alive. Thus, her monthly income comes to Rs.7,000/- (Rs.14,000/- minus Rs.7,000/-).

359. Learned Tribunal has applied the multiplier of '18', which is the appropriate multiplier to be applied, in the

present case. Thus, the loss of contribution comes to Rs.7,000/-x12 x 18 = Rs.15,12,000/-.

360. The learned Tribunal has awarded a sum of Rs.15,000/- on account of 'funeral expenses', Rs.15,000/-, on account of 'loss of estate' and Rs.40,000/-, towards consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require no interference by this Court.

361. Learned Tribunal has given the increase of 10% on the amount awarded under the head 'loss of estate', 'consortium' and 'funeral charges'. The said findings of the learned Tribunal require interference, as the accident had taken place in the year 2014 and the judgment in **Pranay Sethi's** case supra, was delivered in the year 2017.

362. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.15,12,000/-
2. Loss of consortium	=	Rs.1,60,000/- (Rs.40,000 x 4)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.17,02,000/-.

363. So far as the rate of interest is concerned, the said findings are not required to be interfered by this Court.

364. Consequently, the present appeal is disposed of and the awarded amount is enhanced from Rs.13,65,680/- to Rs.17,02,000/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.65 of 2026

365. The instant appeal has been preferred by the Insurance Company against the award dated 12.11.2025, passed by the learned Tribunal, in MAC No.12 of 2014, titled as 'Vidya Devi & Others versus Sunil Kumar @ Sonu & Others', whereby, a sum of Rs.18,78,528/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

366. The petitioners-claimants, being parents and brother of Meena Kumari, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.50,00,000/-.

367. As per the claimants, Ms. Meena Kumari had sustained fatal injuries, in the accident, in question, and at the time of death, her age has been pleaded to be 25 years of age. According to the claimants, she was Computer Teacher in Shree Education Centre for Development of Advance Computing, House No.19-20, Raura Sector Bilaspur. Her monthly income has been pleaded as Rs.25,000/-.

368. Learned Tribunal has taken the age of Ms. Meena Kumari, as 25 years, on the basis of copy of Pariwar Register Ex.P-3. The said findings, being based upon the documentary evidence, require no interference by this Court.

369. In order to prove the earnings of Ms. Meena Kumari, petitioners have examined PW-5 Manohar Lal, who, on the basis of the record, deposed that Ms. Meena Kumari,

was working as Computer Teacher and getting Rs.8,500/- per month. In this regard, he has proved the certificate Ex.PW-5/A.

370. The learned Tribunal has taken the earnings of Ms. Sapna Kumari, as Rs.8,500/- per month, on the basis of the certificate Ex. PW-5/A. The said findings are not sustainable in the eyes of law, as, the Hon'ble Supreme Court in **Shishu Pal's** case supra, has held that the value of the domestic care of a homemaker is liable to be taken as Rs.30,000/- per month.

371. Since, the accident, in question, had taken place in the year 2014, as such, this Court is of the view that in the light of the mandate of the Hon'ble Supreme Court in **Shishu Pal's** judgment supra, ends of justice would be met, if the contribution of Ms. Meena Kumari, towards her family during her lifetime is taken as Rs.8500/-+4000/- (on account of multifarious activities done by a female in the house hold) Rs.12,500/- per month.

372. The learned Tribunal has given 40% increase, towards future prospects. The said findings are not sustainable in the eyes of law, in view of the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

373. Admittedly, Ms. Meena Kumari was working in organized sector and her age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 50% increase is required to be given, towards future prospects. Thus, by adding 50% of his monthly income, the same comes to Rs.18,750/- (Rs.12,500/- + Rs.6,250/-).

374. Learned Tribunal has also fallen in an error in deducting 1/3rd amount, on account of her personal expenses, which is in violation of the directions of the Hon'ble Supreme Court in **Sarla Verma's** case supra, wherein, it has been held that in the case of bachelor, 50% amount, is required to be deducted on account of personal expenses, had he/she been alive. Thus, her monthly income comes to Rs.9,375/- (Rs.18,750/- minus Rs.9,375/-).

375. Learned Tribunal has applied the multiplier of '18', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.9,375/-x12 x 18 = Rs.20,25,000/-.

376. The learned Tribunal has awarded a sum of Rs.15,000/- on account of 'funeral expenses', Rs.15,000/-, on account of 'loss of estate' and Rs.40,000/-, towards consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require no interference by this Court.

377. Learned Tribunal has given the increase of 10% on the amount awarded under the head 'loss of estate', 'consortium' and 'funeral charges'. The said findings of the learned Tribunal require interference, as the accident had taken place in the year 2014 and the judgment in **Pranay Sethi's** case supra, was delivered in the year 2017.

378. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.16,20,000/-
2. Loss of consortium	=	Rs.1,20,000/- (Rs.40,000 x 3)

3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.21,75,000/-.

379. So far as the rate of interest is concerned, the said findings are not required to be interfered with, by this Court.

380. Consequently, the present appeal is disposed of, and the awarded amount is enhanced from Rs.18,78,528/- to Rs.21,75,000/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

FAO (MV) No.66 of 2026

381. The instant appeal has been preferred by the Insurance Company against the award dated 12.11.2025, passed by the learned Tribunal, in MAC No.1 of 2015, titled as 'Phoolan Devi & Others versus Sunil Kumar @ Sonu & Others', whereby, a sum of Rs.11,93,160/-, along with interest, at the rate of 7.5% per annum, has been awarded to the petitioners-claimants, from the date of filing of the

petition, till the date of deposit of the amount. The ultimate liability to pay the amount of compensation has been fastened upon the Insurance Company.

382. The petitioners-claimants, being parents and brother of Anupama Kumari, who expired, in the accident, in question, involving the offending vehicle, have filed the above noted petition, before the learned Tribunal, seeking compensation of Rs.50,00,000/-.

383. As per the claimants, Ms. Anupama Kumari had sustained fatal injuries, in the accident, in question, and at the time of death, her age has been pleaded to be 21 years of age. According to the claimants, she was Veterinary Pharmacist. Her income has been pleaded to Rs.20,000/- per month.

384. Learned Tribunal has taken the age of Ms. Anupama Kumari, as 23 years, on the basis of matriculation examination certificate Ex.P-7. The said findings, being based upon the documentary evidence, require no interference by this Court.

385. The learned Tribunal has taken the earnings of Ms. Anupama Kumari, as Rs.5,100/- per month, on the basis of the minimum wages, paid to the unskilled worker. The said findings are not sustainable in the eyes of law, as, the Hon'ble Supreme Court in **Shishu Pal's** case supra, has held that the value of the domestic care of a homemaker is liable to be taken as Rs.30,000/- per month.

386. Since, the accident, in question, had taken place in the year 2014, as such, this Court is of the view that in the light of the mandate of the Hon'ble Supreme Court in **Shishu Pal's** judgment supra, ends of justice would be met, if the contribution of Ms. Anupama Kumari, towards her family during her lifetime is taken as Rs.10,000/- per month.

387. The learned Tribunal has given 40% increase, towards future prospects. The said findings are not required to be interfered with, by this Court, as per the mandate of Hon'ble Supreme Court, in **Pranay Sethi's** case supra.

388. Admittedly, Ms. Anupama Kumari was working in unorganized sector and her age is below 40 years, as such, in view of the law laid down by the Hon'ble Supreme Court in **Pranay Sethi's** case supra, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.14,000/- (Rs.10,000/- + Rs.4,000/-).

389. Out of the said amount, in view of the law laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, and keeping in view the fact that the deceased was bachelor, 50% amount, on account of her personal expenses, is required to be deducted, had she been alive. Thus, her monthly income comes to Rs.7,000/- (Rs.14,000/- minus Rs.7,000/-).

390. Learned Tribunal has applied the multiplier of '18', which is the appropriate multiplier to be applied, in the present case. Thus, the loss of contribution comes to Rs.7,000/-x12 x 18 = Rs.15,12,000/-.

391. The learned Tribunal has awarded a sum of Rs.15,000/- on account of 'funeral expenses', Rs.15,000/-,

on account of 'loss of estate' and Rs.40,000/-, towards consortium. The said findings, as per the mandate of the Hon'ble Supreme Court in **Pranay Sethi's** case supra, require no interference by this Court.

392. Learned Tribunal has given the increase of 10% on the amount awarded under the head 'loss of estate', 'consortium' and 'funeral charges'. The said findings of the learned Tribunal require interference, as the accident had taken place in the year 2014 and the judgment in **Pranay Sethi's** case supra, was delivered in the year 2017.

393. Thus, the entitlement of the petitioners, is adjudicated, as under:

1. Loss of income	=	Rs.15,12,000/-
2. Loss of consortium	=	Rs.1,20,000/- (Rs.40,000 x 3)
3. Loss of estate	=	Rs.15,000/-
4. Funeral Expenses	=	Rs.15,000/-
Total	=	Rs.16,62,000/-.

394. So far as the rate of interest is concerned, the said findings are not required to be interfered with, by this Court.

395. Consequently, the present appeal is disposed of. The awarded amount is enhanced from Rs.11,93,160/- to Rs.16,62,000/-, with interest @ 7.5% per annum. The award passed by the learned Tribunal is modified accordingly.

CATEGORY-II

FAO (MV) No.319 of 2018

396. In view of the order passed in FAO(MV) No. 552 of 2016, the present appeal is dismissed.

FAO (MV) No.320 of 2018

397. In view of the order passed in FAO(MV) No. 555 of 2016, the present appeal is allowed.

FAO (MV) No.321 of 2018

398. In view of the order passed in FAO(MV) No. 558 of 2016, the present appeal is allowed.

FAO (MV) No.322 of 2018

399. In view of the order passed in FAO(MV) No. 551 of 2016, the present appeal is dismissed.

FAO (MV) No.363 of 2018

400. In view of the order passed in FAO(MV) No. 567 of 2016, the present appeal is dismissed.

FAO (MV) No.364 of 2018

401. In view of the order passed in FAO(MV) No. 568 of 2016, the present appeal is dismissed.

FAO (MV) No.508 of 2018

402. In view of the order passed in FAO(MV) No. 553 of 2016, the present appeal is dismissed.

FAO (MV) No.578 of 2018

403. In view of the order passed in FAO(MV) No. 538 of 2018, the present appeal is partly allowed.

FAO (MV) No.65 of 2019

404. In view of the order passed in FAO(MV) No. 539 of 2018, the present appeal is dismissed.

FAO (MV) No.128 of 2026

405. In view of the order passed in FAO(MV) No. 550 of 2016, the present appeal is dismissed.

406. Parties are left to bear their own costs.

407. Memo of costs be prepared accordingly.

408. Record be sent back.

409. Keeping in view the voluminous nature of this judgment, the Registry is directed to place the relevant portion of this judgment, from para-1 to para-71 in each file and thereafter, to, extract and place only the relevant excerpts, pertaining to the particular appeal, on the file of the corresponding appeal, in all the connected matters.

(Virender Singh)
Judge

16th October, 2026
(ps)