

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 10th October, 2012

+ **MAC. APP. 75/2012**

NATIONAL INSURANCE COMPANY LTD. Appellant
Through: Mr. Manoj R. Sinha, Adv.

versus

VIKRAM BATRA & ORS. Respondents
Through Mr. Surya Nath Pandey, Adv. with
Mr. Satish, Adv.

CORAM:

HON'BLE MR. JUSTICE G.P.MITTAL

J U D G M E N T

G. P. MITTAL, J. (ORAL)

1. A compensation of ₹34,83,000/- was awarded for the death of Vikas Batra, who died in a motor vehicle accident which occurred on 05.03.2008.
2. The Appellant National Insurance Company Limited has come up with this Appeal on the ground that the compensation awarded is exorbitant and excessive.
3. It is stated that the addition of 30% towards future prospects was not justified and the compensation of ₹1,25,000/- awarded towards loss of love and affection is on the higher side.
4. As far as an addition of 30% is concerned, the same is in consonance with the Supreme Court guidelines in *Santosh Devi v. National Insurance Company Ltd. & Ors.*, 2012 (4) SCALE 559 where it was laid down that

in case of self-employed person, addition of 30% should be made even if there is no evidence with regard to future prospects.

5. Thus, the award of loss of dependency of ₹34,28,000/- on an income of ₹2,49,372/- cannot be faulted.
6. The compensation of ₹1,25,000/- awarded towards loss of love and affection appears to be on the higher side.
7. Loss of love and affection can never be measured in terms of money. Thus, uniformity has to be adopted by the Courts while granting non-pecuniary damages. The Supreme Court in *Sunil Sharma v. Bachitar Singh (2011) 11 SCC 425* and in *Baby Radhika Gupta v. Oriental Insurance Company Limited (2009) 17 SCC 627* granted only ₹ 25,000/- (in total to all the claimants) under the head of loss of love and affection. Thus, I would reduce the compensation under this head to ₹25,000/- only.
8. The compensation thus stands reduced by ₹1,00,000/-.
9. The excess amount of ₹1,00,000/- along with proportionate interest and the interest accrued, if any, during the pendency of the Appeal shall be refunded to the Appellant Insurance Company.
10. The statutory deposit of ₹25,000/- be refunded to the Appellant Insurance Company.
11. The Appeal is allowed in above terms.
12. Pending Applications also stand disposed of.

(G.P. MITTAL)
JUDGE

OCTOBER 10, 2012/vk