

**HIGH COURT OF TRIPURA
AGARTALA
MAC APP NO.40 OF 2022**

Divisional Manager

Shriram General Insurance Company Ltd,
E-8, EPIP, Sitapura Industrial Area,
Jaipur, Rajasthan, Pin-302022,
(Insurer of the Vehicle bearing Registration Number AS-01DC-9127[Truck])

..... **Appellant(s)**

Vs.

1. **Sri Sajal Saha,**
S/o Late Pranballab Saha,
2. **Miss Anamika Saha,**
D/o Late Sanjoy Kumar Saha.
3. **Sri Arnab Saha,**
S/o Late Sanjoy Kumar Saha,

All are residents of Dhaleswar, Kalyani
Near Water Supply,
P.S.- East Agartala,
District- West Tripura

..... **Claimant Respondents(s)**

4. **Smt. Uma Rabidas,**
W/o Sri Mohan Lal Rabidas,
Vill- Krishnapur,
P.S.- Dharmanagar,
Dist- North Tripura.

(Owner of the vehicle bearing Registration No. AS-01DC-9127[Truck])

..... **Owner Respondent(s).**

MAC APP NO.38 OF 2022

Divisional Manager

Shriram General Insurance Company Ltd,
E-8, EPIP, Sitapura Industrial Area,
Jaipur, Rajasthan, Pin-302022,

(Insurer of the Vehicle bearing Registration Number AS-01DC-9127[Truck])

..... **Appellant(s)**

Vs.

1. **Sri Sajal Saha,**

S/o Late Pranballab Saha,

2. **Miss Anamika Saha,**

D/o Late Sanjoy Kumar Saha.

3. **Sri Arnab Saha,**

S/o Late Sanjoy Kumar Saha,

All are residents of Dhaleswar, Kalyani

Near Water Supply,

P.S.- East Agartala,

District- West Tripura

..... **Claimant Respondents(s)**

4. **Smt. Uma Rabidas,**

W/o Sri Mohan Lal Rabidas,

Vill- Krishnapur,

P.S.- Dharmanagar,

Dist- North Tripura.

(Owner of the vehicle bearing Registration No. AS-01DC-9127[Truck])

..... **Owner Respondent(s).**

For the Appellant(s) : Mr. K. De, Advocate.

For the Respondent(s) : Mr. S. Lodh, Advocate.
Ms. A. Saha, Advocate.

Date of hearing : 12.04.2023

Date of delivery of
Judgment & Order : 20.04.2023.

Whether fit for reporting : YES/NO.

HON'BLE THE CHIEF JUSTICE(ACTING)

JUDGMENT AND ORDER

Both these present MAC Appeal are heard and taken up together for disposal since common questions of facts and laws are involved.

2. Both these appeals are filed under Section 173 of the Motor Vehicles Act, 1988 read with Section 168 of the Act ibid against the impugned Judgments and awards dated 16.12.2021 passed by the learned Motor Accident Claims Tribunal No.2, West Tripura, Agartala in case no. TS(MAC) No.252 of 2014 and TS(MAC) No.258 of 2014.

3. The brief fact of this case is that Sri Sanjoy Kumar Saha and Smt. Babli Roy(Saha) were government employees under the Education Department, Govt. of Tripura. On 25.04.2013 at about 21.30 hours, said Sanjoy Kumar Saha along with his wife Babli Roy (Saha), were returning to their house from Sarkar Nursing Home by motorbike. Said Sanjoy Kumar Saha was the rider and his wife was the pillion rider in the motorbike bearing No. TR-01M-5660. In course of proceeding as such, when they reached Kalyani Chowmohani at that time, one truck bearing registration No. AS-01DC-9127, here-in-after referred to as the offending vehicle, being driven

by its driver at a high speed and in a rash and negligent manner dashed the motorbike and thereby both the husband and wife received severe injuries and said Sanjay Kumar Saha died at the spot. Both the husband and wife i.e. Sanjay Kumar Saha and Smt. Babli Roy was immediately taken to GBP Hospital, Agartala where said Babli Roy(Saha) was declared dead. Postmortem examinations over the dead bodies of the deceased were also held and in this connection a specific case vide., East Agartala PS Case No.68 of 2013 u/s. 279/304A of the IPC was also registered at East Agartala PS. It has been alleged that the accident occurred due to rash and negligent driving of the driver of the offending vehicle. The claimant-respondents Nos.2 and 3, being minors, therefore, approach this Tribunal through the claimant-petitioner No.1(uncle) claiming compensation to the tune of Rs.53,25,708/- and Rs.52,10,340/- for the death of both of the deceased (father and mother) i.e. Sanjoy Kumar Saha and Babli Roy(Saha).

4. The OP No.1 therein i.e. the owner of the offending vehicle has contested the suit by filing a written statement and apart from denying all the allegations had contended that she is the owner of the offending vehicle and her vehicle was insured with the Noticee i.e the appellant-Insurance Company herein at the alleged date and time of the accident and as such,

compensation, if any, awarded, the insurer shall be liable to pay such compensation.

5. The appellant insurance company contested the case by filing written statement denying and disputing the averments made in the claim petition by the claimant-respondents and also categorically denied the occupation, age, and monthly income of the deceased as alleged in the claim petition.

6. With a view to decide the claim of the claimant petitioners following issues were framed in TS(MAC)252 of 2014:-

(i) Whether Sanjoy Kumar Saha, S/o. Late Pranballab Saha of village-Dhaleswar, Kalyani near Water supply, PS-East Agartala, District : West Tripura died in a road traffic accident occurred on 25.04.2013 at about 2130 hours at Kalyani Chowmohanion Agartala-Chandrapur road under East Agartala P.S. due to rash and negligent driving of offending Truck bearing registration No.AS-01-DC-9127 by its driver ?

(ii) Whether the claimant-petitioners are entitled to get any compensation due to the said death, if so what would be the quantum of compensation and who shall be held liable for payment of the same ?

(iii) What other elief/reliefs is the party entitled to ?

7. With a view to decide the claim of the claimant petitioners following issues were framed in TS(MAC)258 of 2014:-

(i) Whether the deceased Babli Roy (Saha) died in a vehicular accident which took place on 25.04.2013 on Chandrapur-Agartala road at Kalyani Chowmohani at about 9.30 pm under East Agartala PS due to rash and negligent driving of the vehicle bearing No. AS-01DC-9127 (truck) by its driver ?

(ii) Whether the claimant-petitioners are entitled to have compensation, if so, what extent and who shall be liable to pay the same ?

8. The learned Tribunal below after hearing both the parties and considering the evidence on record on 16.12.2021, decided the award in TS(MAC)252 of 2014 in the following terms:-

"(i) Claimant petitioner Nos.2 and 3 are entitled to get the award of Rs. Rs.40,87,600/- (Forty lacs eighty-seven thousand six hundred) only in equal share with 9% Simple interest per annum from the date of registration of claim I.e, w.e.f. 05.08.2014 till the date of realization thereof.

(ii) 75% of the share each of the claimant petitioner Nos.2 and 3, in the award be invested by purchasing separate Fixed Deposit certificate from any Nationalized Bank at least for the next 5 years with auto renewal facilities and no loan or advance or pre-mature withdrawal shall be allowed without prior sanction of this Tribunal. However, the claimant petitioner Nos.2 and 3 shall have the liberty to withdraw the monthly interest therefrom. Rest part of award be directly transferred to their individual bank account. Needless to say that the amount so ordered to be paid shall be incurred only for the benefit and welfare of the claimant-petitioner Nos.2 and 3.

The Noticee , i.e., the Sriram General Insurance Co. Ltd. shall deposit the awarded amount along with interest thereon within one month to this Tribunal.

9. The learned Tribunal below on 16.12.2021, decided in award in TS(MAC)258 of 2014 in the following terms:-

(i) Claimant petitioner Nos.2 and 3 are entitled to get the award of Rs. Rs.35,88,400/- (Thirty five lacs eighty-eight thousand four hundred) only in equal share with 9% Simple interest per annum from the date of registration of claim I.e, w.e.f. 05.08.2014 till the date of realization thereof.

(ii) 50% of the share each of the claimant petitioner Nos.2 and 3, in the award be invested by purchasing separate Fixed Deposit certificate from any Nationalized Bank at least for the next 5 years with auto renewal facilities and no loan or advance or pre-mature withdrawal shall be allowed without prior sanction of this Tribunal. However, the claimant petitioner Nos.2 and 3 shall have the liberty to withdraw the monthly interest therefrom. Rest part of award be directly transferred to their individual bank account. Needless to say that the amount so ordered to be paid shall be incurred only for the benefit and welfare of the claimant-petitioner Nos.2 and 3.

The Noticee , i.e., the Sriram General Insurance Co. Ltd. shall deposit the awarded amount along with interest thereon within one month to this Tribunal.

10. Aggrieved thereby the appellant insurance company herein has filed these present appeals for setting aside/quashing and to modify the said impugned judgments and award dated 16.12.2021 passed in case No.T.S.(MAC) No.252 of 2014 and T.S.(MAC) No.258 of 2014.

11. Heard Mr. K. De, learned counsel appearing for the appellant-Insurance Company as well as Mr. S. Lodh, learned counsel assisted by Ms. A. Saha, learned counsel appearing for the claimant-respondents.

12. Mr. K. De, learned counsel appearing for the appellant-Insurance Company submitted that awarding of Rs.5,00,000/- each i.e. Rs.10,00,000/- to the claimant-respondents towards the head of love and affection in both the impugned award is on the higher side and unreasonable.To support his argument, Mr. De, learned counsel referred to several Hon'ble Apex Court Judgment which are as under:-

12.1 **Para-52** of the Judgment of the Hon'ble Apex Court reported in **(2017) 16 SCC 680** titled as **National Insurance Company Ltd. Vs. Pranay Sethi and ors:-**

" 52. As far as the conventional heads are concerned, we find it difficult to agree with the view expressed in Rajesh. It has granted Rs. 25,000/- towards funeral expenses, Rs. 1,00,000/- loss of

consortium and Rs. 1,00,000/- towards loss of care and guidance for minor children. The head relating to loss of care and minor children does not exist. Though Rajesh refers to Santosh Devi, it does not seem to follow the same. The conventional and traditional heads, needless to say, cannot be determined on percentage basis because that would not be an acceptable criterion. Unlike determination of income, the said heads have to be quantified. Any quantification must have a reasonable foundation. There can be no dispute over the fact that price index, fall in bank interest, escalation of rates in many a field have to be noticed. The court cannot remain oblivious to the same. There has been a thumb rule in this aspect. Otherwise, there will be extreme difficulty in determination of the same and unless the thumb rule is applied, there will be immense variation lacking any kind of consistency as a consequence of which, the orders passed by the tribunals and courts are likely to be unguided. Therefore, we think it seemly to fix reasonable sums. It seems to us that 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 principle of revisiting the said heads is an acceptable principle. But the revisit should not be fact-centric or quantum-centric. We think that it would be condign that the amount that we have quantified should be enhanced on percentage basis in every three years and the enhancement should be at the rate of 10% in a span of three years. We are disposed to hold so because that will bring in consistency in respect of those heads.

12.2. ***Paras-34 and 35*** of the Hon'ble Apex Court Judgment reported in ***(2021) 11 SCC 780*** passed in ***United India Insurance Company Ltd. Vs. Satinder Kaur alias Satwinder Kaur and ors:-***

"34. At this stage, we consider it necessary to provide uniformity with respect to the grant of consortium, and loss of love and affection. Several Tribunals and High Courts have been awarding compensation for both loss of consortium and loss of love and affection. The Constitution Bench in Pranay Sethi (supra), has recognized only three conventional heads under which compensation can be awarded viz. loss of estate, loss of consortium and funeral expenses. In Magma General (supra), this Court gave a comprehensive interpretation to consortium to include spousal consortium, parental consortium, as well as filial consortium. Loss of love and affection is comprehended in loss of consortium.

35. The Tribunals and High Courts are directed to award compensation for loss of consortium, which is a legitimate conventional head. There is no justification to award compensation towards loss of love and affection as a separate head.

12.3. **Paras 12 and 13** of the Hon'ble Supreme Court Judgment reported in **[2002] 6 SCR 1041** reported in **Janabai WD/O Dinkarrao Ghorpade & ors. Vs. M/S ICICI Lombard Insurance Company Ltd:-**

"12. The appellants have not filed any appeal seeking enhancement of compensation awarded by the Tribunal before the High Court. The Constitution Bench judgment in *National Insurance Company Limited v. Pranay Sethi & Ors.*¹, was rendered when the appeal was pending before the High Court but since the appeal filed by the Insurance Company was accepted, there was no occasion for the High Court to examine the question of enhancement of compensation. We find that the appellants are entitled to enhanced compensation 1 (2017) 16 SCC 680 particularly in respect of future prospects and other damages in terms of the judgment of this Court in *Pranay Sethi*. Therefore, in exercise of powers conferred under *Article 142* of the Constitution, we have decided to recompute the amount of compensation to be in tune with the constitution Bench Judgment.

13. The appellant has claimed compensation on account of love and affection as well on account of spousal consortium for wife and for the parental consortium for the children in the calculation given to this Court but in view of three Judge Bench judgment reported as *United India Insurance Company Limited v. Satinder Kaur & Ors.*², the compensation under the head on account of loss of love and affection is not permissible but compensation on account of spousal consortium for wife and for the parental consortium for children is admissible. This Court held as under:

"30. In *Magma General Insurance Co. Ltd. v. Nanu Ram* [*Magma General Insurance Co. Ltd. v. Nanu Ram*, (2018) 18 SCC 130 : (2019) 3 SCC (Civ) 146 : (2019) 3 SCC (Cri) 153] this Court interpreted "consortium" to be a compendious term, which encompasses spousal consortium, parental consortium, as well as 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.

Stating thus learned counsel appearing for the appellant-Insurance Company submitted that the claimants' respondents No.2 & 3 are entitled to Rs.40,000/- each as compensation for loss of consortium instead of Rs.5,00,000/- each for the head of loss of love and affection.

13. On the other hand, Mr. Sankar Lodh, learned counsel appearing for the claimant-respondents submits that Rs.5,00,000/- each i.e. Rs.10,00,000/- given under the head of love and affection is just and proper and in support of his argument he placed before this Court various paragraphs of the Judgments of the Hon'ble Apex Court which are as under:-

13.1. **Para-26** of the Hon'ble Apex Court Judgment reported in **(2013) 9 SCC 166** titled as **Jiju Kuruvila and ors., Vs. Kunjujamma Mohan and ors:-**

"26. Besides the aforesaid compensation, the claimants are entitled to get Rs.1,00,000/- each towards love and affection of the two children i.e. Rs.2,00,000/- and a sum of Rs.1,00,000/- towards loss of consortium to wife which seems to be reasonable. Therefore, the total amount comes to Rs.57,49,500.

13.2. **Para-11** of the Hon'ble Apex Court Judgment reported in **(2018) 3 SCC 365** titled as **Archit Saini and anr., Vs. Oriental Insurance Company Limited and ors:-**

"11. Accordingly, we affirm the enhanced compensation payable to the claimants as determined by the High Court in para-14 of the impugned judgment, which reads thus(Oriental Insurance Co. Ltd., SCC Online P&H)

"14. In view of the above, the claimants injured are held entitled to the enhanced compensation of Rs.2,80,000 [Rs.30,000/- (enhancement towards 'pain and suffering') + Rs.20,000/- (enhancement towards loss of studies) + Rs.10,000/- (enhancement towards special diet) + Rs.1,90,000/- (enhancement towards 'loss of love and affection') + Rs.30,000/- (enhancement towards cremation and last rites)] as indicated above, which shall be payable within a period of 45 days from the date of receipt of a certified copy of this judgment, failing which, the appellant claimants shall also be entitled to interest @ 7.5% per annum, from the date of filing the present appeal till its realization."

13.3. **Paras No.4 & 14** of the Hon'ble Supreme Court Judgment reported in **(2021) 2 SCC 166** titled as **Kirti and anr., Vs. Oriental Insurance Company Ltd:-**

"4. The Tribunal took note of the chargesheet filed against the driver in the criminal case and also his failure to step into the witness box. Relying on the strong testimony of the independent witness, it was concluded that the car driver was indeed driving rashly and thus liability ought to be fastened on the respondent insurer. Regarding the quantum of compensation, the Tribunal began by determining the ages of Poonam and Vinod as being 26 and 29 years respectively. Consequently, an age multiplier of 17 was adopted. Although the deceased's father took a plea that Vinod was earning Rs 14,000 every month as a teacher at the Pratap Public School in Delhi, but he was unable to substantiate his claim with any documentary evidence. Thus, minimum wage in Delhi was adopted for computation of loss of dependency. An additional 25% income was accounted for future prospects of Poonam, and 1/3rd of Vinod's salary was deducted towards personal expenses. Rs 2.50 lakhs was given for each deceased as compensation for loss of love and affection, estate, and funeral charges. Thus, the Tribunal awarded a total sum of Rs 40.71 lakhs for both deceased to the claimants.

14. Finally, given the lack of arguments on the other heads of funeral charges, loss of estate, love, and affection; there arises no cause of alteration. We similarly see no infirmity with the High Court's adoption of 17 as the age multiplier, award of 9% interest, calculation of Poonam's notional income or the division of total compensation in the ratio of 1:2:2 between the grandfather and the two girls. For ready reference, a comparative table of revised compensation after suitable increases would thus be as follows:

Tribunal				High Court		Supreme Court	
	Head	Vinod	Poonam	Vinod	Poonam	Vinod	Poonam
A.	Monthly Income	8554	9438	5547.1	5547.1	6197.1	5547.1
B.	Deduction Towards Personal expenses	33%	None.	33%	33%	25%	25%
C.	Age Multiplier	17	17	17	17	17	17
D.	Adjustment For future Prospect	None	25%	None	None	40%	40%
E.	Increase for Special Circumstance	None	None	None	None	None	None
F.	Funeral Charge & loss of estate	2,50,000	2,50,000	2,50,000	2,50,000	2,50,000	2,50,000
G.	Total per deceased	14,13,334	26,56,690	10,04,406	11,93,007	15,77,419	17,35,236
	(rounded off	14,14,000	26,57,000	10,05,000	11,95,000	15,80,000	17,40,000
	Total Compensation	40,71,000		22,00,000		33,20,000	

13.4 **Paras-21 to 25** of the Hon'ble Apex Court Judgment reported in **(2018) 18 SCC 130** titled as **Magma General Insurance Company Ltd. Vs. Nanu Ram Alias Chuhru Ram and ors:-**

" 21. A Constitution Bench of this Court in *Pranay Sethi (supra)* 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.

25. In light of the above mentioned discussion, Respondent Nos. 1 and 2 are entitled to the following amounts :-

"Head	Compensation awarded
i. Income	Rs. 6,000
ii. Future Prospects:	Rs. 2,400 (i.e. 40% of the income)
iii. Deduction towards personal expenditure:	Rs. 2,800 [i.e. 1/3rd of (Rs.6,000 + Rs.2,400)]
iv. Total Income	Rs. 5,600 [i.e. 2/3rd of (Rs.6,000 + Rs.2,400)]
v. Multiplier	18
vi. Loss of future income	Rs. 12,09,600 (Rs.5,600 x 12 x 18)
vii. Loss of love and affection:	Rs. 1,00,000 (Rs. 50,000 each)
viii. Funeral expenses:	Rs. 15,000
ix. Loss of estate:	Rs. 15,000
x. Loss of Filial Consortium:	Rs. 80,000 (Rs. 40,000 payable to each of Respondent Nos.1 and 2)
Total compensation awarded:	Rs. 14,25,600 alongwith Interest @ 12% p.a. from the date of filing of the Claim petition till payment.

13.5. **Paras- 6 and 8** of the Hon'ble Supreme Court Judgment reported in **(2011) 14 SCC 639** titled as **Ranjana Prakash and ors. Vs. Divisional Manager and ors:-**

"6. We are of the view that High Court committed an error in ignoring the contention of the claimants. It is true that the claimants had not challenged the award of the Tribunal on the ground that the Tribunal had failed to take note of future prospects and add 30%

to the annual income of the deceased. But the claimants were not aggrieved by Rs.23,134/- being taken as the monthly income. There was therefore no need for them to challenge the award of the Tribunal. But where in an appeal filed by the owner/insurer, if the High Court proposes to reduce the compensation awarded by the Tribunal, the claimants can certainly defend the quantum of compensation awarded by the Tribunal, by pointing out other errors or omissions in the award, which if taken note of, would show that there was no need to reduce the amount awarded as compensation. Therefore, in an appeal by the owner/insurer, the appellant can certainly put forth a contention that if 30% is to be deducted from the income for whatsoever reason, 30% should also be added towards future prospects, so that the compensation awarded is not reduced. The fact that claimants did not independently challenge the award will not therefore come in the way of their defending the compensation awarded, on other grounds. It would only mean that in an appeal by the owner/insurer, the claimants will not be entitled to seek enhancement of the compensation by urging any new ground, in the absence of any cross-appeal or cross-objections.

8. Where an appeal is filed challenging the quantum of compensation, irrespective of who files the appeal, the appropriate course for the High Court is to examine the facts and by applying the relevant principles, determine the just compensation. If the compensation determined by it is higher than the compensation awarded by the Tribunal, the High Court will allow the appeal, if it is by the claimants and dismiss the appeal, if it is by the owner/insurer. Similarly, if the compensation determined by the High Court is lesser than the compensation awarded by the Tribunal, the High Court will dismiss any appeal by the claimants for enhancement, but allow any appeal by owner/insurer for reduction. The High Court cannot obviously increase the compensation in an appeal by owner/insurer for reducing the compensation, nor can it reduce

14. Heard both sides and perused the evidence on record.

15. The learned Tribunal below has awarded Rs.5,00,000/- each towards the head of loss of love and affection. According to **Satinder Kaur(supra)**, loss of love and affection is comprehended in loss of consortium. In both the impugned awards passed by the learned Tribunal, no compensation was provided on the head of loss of consortium. But the question as raised by Mr. K. De, learned counsel appearing for the appellant-Insurance Company is that the sum

of Rs.5,00,000/- each given on the head of loss of love and affection in both the impugned awards passed by the learned Tribunal is on the higher side and the said amounts has not been fixed by the Apex Court in any such claims. But here it is to be kept in mind that 16 years old and 12 years old children lost their father and mother in a Tragic accident and Motor Vehicles Act is beneficial legislation aimed at providing relief to the victims or their families. So, this Court is of the view that in consonance with the award passed in **Archit Saini(supra)**, a sum of Rs.1,90,000/-(Rupees one lakh ninety thousand only) each if given to the claimant-respondents herein as compensation for loss of love and affection/consortium in both the impugned award would be just and proper and accordingly, same is awarded. The awards as given by the learned Tribunal in other aspects shall remain unchanged.

16. Accordingly, both the present appeals are partly allowed in the above-mentioned terms. As a sequel stay if any, stands vacated. Pending application(s), if any also stand closed.

CHIEF JUSTICE (ACTING)

suhanjit