



NC: 2026:KHC:26553-DB
MFA No. 696 of 2017

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 4TH DAY OF JUNE, 2026

PRESENT

HON'BLE MR. JUSTICE JAYANT BANERJI

AND

HON'BLE MS. JUSTICE TARA VITASTA GANJU

MISCELLANEOUS FIRST APPEAL NO. 696 OF 2017 (MV-D)

BETWEEN:

1. SUBBA POOJARY
AGED ABOUT 68 YEARS,
S/O LATE NAGA POOJARY,
SINCE DECEASED
REP. BY HIS LR'S
- 1(a) SUSHEELA,
AGED ABOUT 50 YEARS,
W/O NAGA POOJARY,
- 1(b) SHEKAR POOJARY
AGED ABOUT 48 YEARS,
S/O LATE SUBBA POOJARY,
- 1(c) VANAJA POOJARY
AGED ABOUT 44 YEARS,
W/O NANDAYYAPPA POOJARY,

2. SUBU POOJARY
AGED ABOUT 64 YEARS,
W/O SUBBA POOJARY,

ALL ARE RESIDING AT GANESH NILAYA,
SASHI HITHLU, ALOOR VILLAGE AND POST,
KUNDAPURA TALUK-576201.

...APPELLANTS

(BY SRI. PAVANA CHANDRA SHETTY., ADVOCATE)

Digitally signed by
SUMATHY
KARNATAKA
Location: HIGH
COURT OF
KARNATAKA



AND:

1. A.RAMANAGOWDA
AGED ABOUT 33 YEARS,
S/O BASAVARAJ,
R/O ADDGODYARA TALAKAL,
HANSI KOODLAGI TALUK,
BALLARI DISTRICT-577010.
2. B.VIVEKANANDA
AGED ABOUT 36 YEARS,
S/O B.RAMAKRISHNA SHERIGAR,
R/O NAGASHREE NIVAS,
BATRAHADI, NH-66,
KUNDAPURA KASBA,
KUNDAPURA TALUK-576201.
3. THE UNITED INDIA INSURANCE CO. LTD.,
SRI. LAXMINARASIMHA COMPLEX,
NEAR KSRTC DEPOT, NH-66,
VODERHOBOLI, KUNDAPURA-576201.
REPRESENTED BY ITS BRANCH MANAGER.
4. RAVINDRA POOJARY
AGED ABOUT 32 YEARS,
S/O MANJU POOJARY,
R/O HOSAMANE ULLOOR,
KUNDAPURA-576201.
5. SANJEEVA POOJARY
AGED ABOUT 53 YEARS,
S/O SHESHA POOJARY,
R/O MAKKIMANE, BASRUR VILLAGE,
KUNDAPURA TALUK-576201.
6. NATIONAL INSURANCE CO. LTD.,
BRANCH OFFICE: KUNDAPURA,
GANESH MAHAL, MUNICIPAL MAIN ROAD,
KUNDAPURA-576201.
REP: BY ITS BRANCH MANAGER.
7. SAROJA POOJARTHI
AGED ABOUT 38 YEARS,



W/O LATE SHANKARA POOJARY,

8. MINOR SWAPNA
AGED ABOUT 15 YEARS,
D/O LATE SHANKARA POOJARY,
9. MINOR SWAYAM
AGED ABOUT 10 YEARS,
S/O LATE SHANKARA POOJARY,

RESPONDENT NO.8 & 9 ARE MINORS,
REP: BY THEIR MOTHER NEXT FRIEND,
GUARDIAN RESPONDENT NO.7.

ALL ARE RESIDENT OF
HOSAMANE ULLOOR,
KUNDAPURA-576201.

...RESPONDENTS

(BY SRI. O.MAHESH., ADVOCATE FOR R3;
NOTICE TO R1, R2, R4 TO R9 ARE D/W V/O/D.05.12.2017)

THIS MFA FILED U/S 173(1) OF MV ACT AGAINST THE
JUDGMENT AND AWARD DATED 17.05.2016 PASSED IN MVC
NO.846/2013 ON THE FILE OF THE SENIOR CIVIL JUDGE AND
ADDL.MOTOR VEHICLE ACCIDENT CLAIMS TRIBUNAL AT
KUNDAPURA, PARTLY ALLOWING THE CLAIM PETITION FOR
COMPENSATION AND SEEKING ENHANCEMENT OF
COMPENSATION.

THIS APPEAL, COMING ON FOR HEARING, THIS DAY, JUDGMENT
WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE JAYANT BANERJI
&
HON'BLE MS. JUSTICE TARA VITASTA GANJU



ORAL JUDGMENT

(PER: HON'BLE MS. JUSTICE TARA VITASTA GANJU)

1. The present appeal has been filed seeking to challenge the Judgment and Award dated 17.05.2016 in MVC No.846/2013 passed by the Senior Civil Judge & AMACT, Kundapura (hereinafter referred to as the "Impugned Award"). By the Impugned Award, the learned Tribunal has awarded compensation in a sum of Rs.33,08,445/- to the claimants along with interest at 6% per annum from the date of petition till the date of deposit.

2. The challenge in the present appeal is by the appellants/claimants who are parents of the deceased. Notice to respondent Nos.1, 2, 4, to 9 is dispensed with by the order of this Court dated 05.12.2017. The appeal has been contested by the appellants/claimants and the learned counsel for the Respondent No.6/Insurance Company.

2.1 This Court by its order dated 08.07.2019 has condoned the delay of 141 days in filing the appeal, subject to there being no interest for the period of delay, in the event compensation is enhanced in this appeal.



3. The brief facts are that on 22.04.2013 at around 02.15 p.m. when the deceased Shankar Poojary was travelling as a passenger in Maruthi Omni Car bearing registration No.KA-20-B-4172, the Tipper Lorry bearing registration No.KA-20-C-3657 being driven in a high speed and rash and negligent manner collided with the Omni Car. As a result of the accident, the deceased sustained fatal injuries and was shifted to Chinmayi Hospital, Kundapura and thereafter to KMC Hospital, Manipal. The deceased succumbed to his injuries in the hospital on 30.05.2013.

3.1. A claim petition was filed by the parents of the deceased only. However, the wife and the children of the deceased were made as respondents. It was contended that the deceased was working in Kenya and earning approximately Rs.50,000/- per month. The petition was contested by the Respondent No.6/Insurance company.

3.2 Based on the pleadings between the parties, the following issues were framed by the learned Tribunal:

"1. Whether the petitioners prove that the deceased Shankar Poojary had sustained injuries and succumbed to the injuries in a road traffic accident alleged to have



taken place on 22.04.2013 at about 2.00 p.m. on near Kattinamakki, Smt.Suguna Muroor Bus Stop, Haklady Village, Kundapura Taluk, due to the rash and negligent driving of the driver of the Tippe Lorry bearing Reg. No.KA-20-C-3657?

2. Whether the Respondent No.3 proves that the accident has taken place due to contributory negligence of the driver of the Maruthi Omni Car Reg.No.KA-20-B-3657?

3.Whether the respondent No.3 proves that the petitioner is bad for mis-joinder of necessary and proper parties, i.e., owner and insurer of the Lorry bearing No.KA-20-C-3657?

4. Whether respondent No.6 proves that the driver of the Maruthi Omni Car Reg.No.KA-20-B-4172 had no valid and effective driving licence to drive the said vehicle at the time of accident?

5.Whether the petitioners are entitled for compensation? If so, what is the quantum? From whom?

6.What order or award?"

4. The mother of the deceased gave evidence as P.W.1 and exhibited the documents as Ex.P1 to P8 which included FIR with complaint (Ex.P1), Spot Mahazar (Ex.P2), Spot Sketch (Ex.P3), IMV Report (Ex.P4), Post Mortem Report (Ex.P5), Inquest Mahazar (Ex.P6), Charge Sheet (Ex.P7) and Accident Information Report (Ex.P8). The wife of the deceased gave evidence as R.W.1 and exhibited ten documents as Exs.R1 to R10 which included Salary Certificate of the deceased (Ex.R1), Passport (Ex.R2),



Passbook of Bank of Baroda (Exs.R3 & R4), Account Extracts (Exs.R5 & R6), Medical Certificate (Ex.R7), School Receipt (Ex.R8), Notarised copy of sale deed (Ex.R9) and Medical Bills (Ex.R10). No evidence was produced on behalf of the respondent No.6/Insurance Company.

5. The learned Tribunal after examining the evidence produced found that rash and negligent driving was proved. However, the learned Tribunal found that that there was no definite income of the deceased and held that the deceased would be getting Rs.18,000/- per month. In addition, the learned Tribunal added future prospects to the amount and deducted $\frac{1}{4}^{\text{th}}$ towards personal expenses of the deceased as there were five dependants and awarded the compensation of Rs.29,48,400/- towards loss of dependency. In addition, the compensation in following amounts were awarded by the Tribunal:

Sl.No.	Particulars	Amount (Rs.)
01	Loss of dependency	Rs.29,48,400-00
02	Consortium	Rs. 25,000-00
03	Loss of Love and Affection	Rs. 20,000-00
04	Towards loss of estate	Rs. 25,000-00
05	Medical expenses	Rs.2,65,045-00



06	Funeral Expenses and Transportation charges	Rs. 25,000-00
	TOTAL	Rs.33,08,445-00

6. Learned counsel for the appellants/claimants has raised a challenge on the calculation of loss of dependency by the learned Tribunal. He submits that the claimants had produced the salary certificate as well as bank statements in original along with the passport and other documents and these documents were exhibited before the learned Tribunal as Exs.R1 to R7. However, these documents were not taken into consideration while calculating the loss of dependency.

6.1. The learned counsel for the appellants/claimants has further contended that the deceased was survived by his aged parents, young children and wife. He was the sole earning member. He was also on his visit to India when he died in an unfortunate car accident. He was hospitalised for 38 days and in a coma for those days. It is thus contended that no amounts for loss of pain and suffering have been awarded by the Tribunal.



7. The learned counsel for the respondent No.6/Insurance Company on the other hand contended that the award does not require any modification. He further submits that by order dated 08.07.2019, it was directed that no interest would be awarded for 141 days of delay in filing of the present appeal. It was further contended by the learned counsel for the Insurance company that since the accident happened in the year 2013 and the award was passed in the year 2016, the law as applicable in the year 2026 cannot be taken into consideration. The other issue raised by learned counsel for the respondent No.6/Insurance Company is that if the salary of the deceased is being considered by this Court, Income Tax should be deducted while calculating compensation.

8. The issue that arises in the present appeal, is whether the compensation awarded is in accordance with the settled legal principles?

9. The examination of the record reflects that the deceased had produced not only a salary certificate in original (Ex.R1) but had also produced passport (Ex.R2), passbook of



Bank of Baroda (Exs.R3 & R4) and Account Extracts (Exs.R5 & R6). The Salary Certificate/Terms and Conditions for Contract, produced by the appellants/ claimants reflects that the deceased was working in M/s Haandi Twenty Four Carats Ltd., Nairobi, Kenya, as a Hotel Manager and getting Ksh 48,000/- per month. It is apposite to extract the Salary Certificate/Contract of Terms and conditions of employment as under:

"13th January, 2009

*Mr.Shankar Subba Poojari
Ganesh Nilaya (House)
Alur Village (P.O.)
Kundapur (Taluka)
Udupi (Dist) Karnataka (State)
India*

TERMS & CONDITIONS FOR CONTRACT
EMPLOYMENT WITH HAANDI TWENTY FOUR
CARAT

We are pleased to inform you that your Work Permit Application has been approved by the Ministry of Tourism Ref letter HRA/EP/159 dated 7th January' 2009. We, as discussed and agreed, we offer you a contract to work with us at the following terms and conditions:

1. Salary : **Ksh.48,000/= per month**
2. Accommodation : *Provided by the company Sharing basis*
3. Annual Leave : *One Month*
4. Return Ticket : *B1 Annually*
5. Medical : **Medical Insurance with Health First as Well as service of the company general practitioner.**

We hope you find the above in agreement.



*Thanking you,
Yours faithfully,*

P.MULLICK
MD"

[Emphasis Supplied]

9.1 An examination of the above document shows that the deceased was provided with the salary of Ksh 48,000/- per month which was at approximately Rs.1.5¹ to each Kenyan Shilling, in the year 2009. In addition, the original passport of the deceased which has been exhibited as Ex.R2 is also on record reflecting the visa as well as entries to Kenya. The documents namely, the passport (Ex.R2), passbook of Bank of Baroda (Exs.R3 & R4) and Accounts Extracts (Exs.R5 & R6) all reflect that the deceased was in fact working in Nairobi, Kenya as a Hotel Manager since 2009. It further reflects that the deceased was regularly sending amounts between Rs.15,000/- and Rs.35,000/- a month and on certain occasions sending larger amounts ranging between Rs.1 Lakh to Rs.2 Lakhs to his wife and children residing in India.

¹ Based on Exchange Rates Currency Converter.org.uk.



9.2 Thus, the appellants/claimants have proved that the deceased was gainfully employed in a foreign country and earning approximately Rs.72,000/- per month in the year 2009 to Rs.91,200/- in the year 2011. The Learned Tribunal has however after examining the documents produced, held that there was no definitive income proved by the claimants. This Court is unable to agree with this finding. So far as concerns the documents produced by the claimants, they do reflect a contract between an entity in Kenya called M/s Haandi Twenty Four Carats Ltd., P.O.Box 13855-00800, Nairobi, Kenya and the deceased of the year 2009 for providing hotel management services at Kenya. It also provides for the fact that the deceased was sending regular amounts to his dependents/family members.

10. The Supreme Court in ***Rajwati Rajjo and Others Vs. United India Insurance Company Ltd. And Others***² has held that proceedings under the Motor Vehicles Act are summary in nature and the Act being a beneficial

² 2022 SCC OnLine SC 1699



legislation, strict rules of pleadings and evidence are inapplicable. The standard of proof is one of preponderance of probabilities, and once the occurrence of the accident is established, the Tribunal is required to award just compensation. Accordingly, the Court held that salary documents could not be discarded merely because the issuing authority was not examined, particularly when such documents stood corroborated by oral evidence, and restored the income assessment made by the Tribunal. The relevant extract is set out below:

*"11. Mr. Anuj Bhandari, Learned Counsel appearing on **behalf of the Appellants argued that the High Court was not justifying in rejecting the pay slip and salary certificate of the deceased by holding that the person issuing the said documents was not examined.** It was contended that the deceased's wife (Appellant No. 1 herein) had testified before the Learned Tribunal that the deceased was earning around Rs. 17,000/- from his employment as a driver and also by doing agricultural work. The same had been testified by his co-workers (who were also eye-witnesses to the accident) as well. It was further contended that Appellant No. 1's evidence with regard to the salary of the deceased was corroborated by the salary certificate and pay slip of the deceased. There was no occasion for the High Court to set aside the Learned Tribunal's order with respect to a pure finding of fact and re-appreciate the entire evidence. It was also mentioned that the Appellants could not inadvertently produce the pass-book of the deceased (reflecting his salary as Rs. 12,000/- per month) before the Learned Tribunal, and copies of the same have been filed before this Court.*

xxx

xxx

xxx



20. It is well settled that Motor Vehicles Act, 1988 is a beneficial piece of legislation and as such, while dealing with compensation cases, once the actual occurrence of the accident has been established, the Tribunal's role would be to award just and fair compensation. As held by this Court in Sunita (Supra) and Kusum Lata (Supra), strict rules of evidence as applicable in a criminal trial, are not applicable in motor accident compensation cases, i.e., to say, "the standard of proof to be borne in mind must be of preponderance of probability and not the strict standard of proof beyond all reasonable doubt which is followed in criminal cases".

21. In view of the above, we do not agree with the view taken by the High Court while rejecting the salary certificate (Exhibit 19) and pay slip (Exhibit 20) of the deceased merely on the ground that the person issuing the two aforementioned documents was not examined before the Learned Tribunal. The said documents are conclusive proof of the income of the deceased and were also corroborated by the statements of the deceased's wife (Appellant No. 1 herein) and his co-workers. As such, the High Court was not justified in assessing the income of the deceased at Rs. 4,836/- per month on the basis of minimum wages fixed by the State at the relevant time. Resultantly, we affirm the findings of the Learned Tribunal so far as they relate to assessing the deceased's income at Rs. 11,225/- per month on the basis of aforementioned two documents. Annual income of the deceased, therefore, amounts to, Rs. 11,225/- $\times$ 12 = Rs. 1,34,700/-."

[Emphasis Supplied]

11. The other challenge which has been raised by the respondent No.6/Insurance Company is on the applicability of the law. It is contended that the law as is applicable in the year 2016 must be taken to award compensation. This Court is unable to agree with this contention either. An



appeal is a continuation of the proceedings before the Tribunal. The matter has not attained finality.

11.1 The Supreme Court in ***Shivaleela & Ors. Vs. Divisional Manager, United India Insurance Co. Ltd. & Ors***³, while relying on the case of ***K. Ramya & Ors. Vs. National Insurance Co. Ltd. & Anr.***⁴ and ***Ningamma & Anr. Vs. United India Insurance Co. Ltd.***⁵, has held that the Motor Vehicles Act, 1988 is a beneficial and welfare legislation intended to provide compensation based on the contemporaneous position of an individual, adopting a forward-looking approach aimed at ensuring stability and continuity in the lives of victims and their dependents. This Court has taken a view given in a beneficial legislation, if any enhancement is to be given, it is to be made in terms of the law as on that date. The relevant extract of ***Shivaleela*** case is below:

*"13. Thus, on an overall circumspection of the entire facts and circumstances of the cases and material on record, **we opine that it may be reasonably assumed that the deceased was having a monthly income of Rs. 15,000/- (Rupees Fifteen Thousand) per month.** The*

³ 2025 SCC Online SC 563

⁴ 2022 SCC Online SC 1338

⁵(2009) 13 SCC 710



compensation awarded by the High Court under the other heads, being in conformity with the law laid down by this Court in the decisions in *Smt. Sarla Verma v. Delhi Transport Corporation*, (2009) 6 SCC 121 and *National Insurance Company Ltd. v. Pranay Sethi*, (2017) 16 SCC 680, does not require any interference. **In *K Ramya v. National Insurance Co. Ltd.*, 2022 SCC OnLine SC 1338, after taking note of, inter alia, *Ningamma v. United India Insurance Co. Ltd.*, (2009) 13 SCC 710, the Court held that the '... Motor Vehicles Act of 1988 is a beneficial and welfare legislation that seeks to provide compensation as per the contemporaneous position of an individual which is essentially forwardlooking. Unlike tortious liability, which is chiefly concerned with making up for the past and reinstating a claimant to his original position, the compensation under the Act is concerned with providing stability and continuity in peoples' lives in the future. ...'** The present coram has respectfully restated the said observations in *S Vishnu Ganga v. Oriental Insurance Company Limited*, 2025 SCC OnLine SC 182."

[Emphasis Supplied]

11.2 The Supreme Court in the case of ***New India Assurance Co. Ltd. v. Sonigra Juhi Uttamchand***⁶, while relying to the ***M.A.Murthy*** case, has held that once a principle of law is enunciated by this Court, it has to be taken as the law from inception and is applicable to all pending matters, irrespective of the stage at which they stand. At the same time, it was clarified that such enunciation of law will not have the effect of reopening

⁶ (2025) 3 SCC 23



matters which have already attained finality solely for the purpose of applying the principle so laid down. It was held that awards and judgments passed prior to the pronouncement in **Pranay Sethi** case cannot be faulted for having fixed amounts under the conventional heads in excess of what was prescribed later. The relevant extract of the **Sonigra Juhi Uttamchand** case is set out below:

"12. In tune with the question of law No. 'C', the respondent insurer took a ground in the appeal contending that the High Court had gone wrong in granting amount in excess of Rs 70,000 under the conventional heads. In this context, the learned counsel appearing for the respondent drew our attention to the law laid down by this Court in **National Insurance Co. Ltd. v. Pranay Sethi** [National Insurance Co. Ltd. v. Pranay Sethi, (2017) 16 SCC 680 : (2018) 3 SCC (Civ) 248 : (2018) 2 SCC (Cri) 205]. Para 59.8 of the said decision would reveal that this Court held that under the conventional heads, only a total amount of Rs 70,000; the split-up being Rs 15,000 under the head loss of estate, Rs 40,000 under the head loss of consortium and Rs 15,000 towards funeral expenses, is grantable.

13. It is to be noted that after having held thus, this Court went on to hold that the amounts thus fixed under the conventional heads should be revisited every three years and the enhancement should be @ 10% in a span of three years. Even while taking into account the said position laid down by this Court in Pranay Sethi case [National Insurance Co. Ltd. v. Pranay Sethi, (2017) 16 SCC 680 : (2018) 3 SCC (Civ) 248 : (2018) 2 SCC (Cri) 205], we are of the view that the Tribunal and the High Court cannot be found at fault with fixing the amounts in excess of the aforesaid amounts fixed by this Court as the award and the judgment of the High Courts were passed prior to the pronouncement of the judgment of this Court in Pranay Sethi case [National



Insurance Co. Ltd. v. Pranay Sethi, (2017) 16 SCC 680 : (2018) 3 SCC (Civ) 248 : (2018) 2 SCC (Cri) 205].

14. But at the same time, it is to be noted that in the decision in M.A. Murthy v. State of Karnataka [M.A. Murthy v. State of Karnataka, (2003) 7 SCC 517 : 2003 SCC (L&S) 1076 : (2003) 264 ITR 1 : 2003 INSC 447], this Court held that when in a decision this Court enunciates a principle of law, it is applicable to all cases irrespective of the stage of pendency thereof because it is to be assumed that what is enunciated by this Court is, in fact, the law from inception. We may hasten to add that we shall not be understood to have held that pursuant to enunciation of a principle of law, matters that attained finality shall be reopened solely for the purpose of applying the law thus laid. But at the same time, if the matter is pending, then, irrespective of the stage, the principle cannot be ignored.

15. Now, we will consider the contention of the respondent insurer regarding the failure of the High Court to deduct one-third of the income while calculating the compensation payable by way of enhancement, in terms of the decision of this Court in Sarla Verma case [Sarla Verma v. DTC, (2009) 6 SCC 121. This is because **the decision in Sarla Verma case [Sarla Verma v. DTC, (2009) 6 SCC 121 was very much in force as a precedent since 15-4-2009.** In view of the same, we are of the view that the respondents are justified in contending that the High Court ought to have deducted one-third of the income while calculating the compensation by way of enhancement, in terms of Sarla Verma case [Sarla Verma v. DTC, (2009) 6 SCC 121”

[Emphasis Supplied]

12. Lastly, the other issue raised by learned counsel for the respondent No.6/Insurance Company is that if a salary of Rs.70,000/- is being considered by this Court, income tax deducted therefrom should also be considered. The record



before us shows that the deceased was appointed to work in Kenya in the year 2009 and he lived there. An examination of the defence/counter statement taken by the Respondent No.6/Insurance Company reflects that this aspect has not been adverted to. Be that as it may, the fact of the matter was that the deceased who was employed in the year 2009 was living and residing abroad and earning in foreign currency since 2009, while the accident took place 5 years later. His liability to pay income tax would have only been arisen in certain circumstances. Although this aspect was not raised by the respondent No.6/Insurance Company in his written statement/statement of defence and there is no evidence in this behalf filed, in terms of the settled law it would be apposite to deduct taxes. Accordingly, deducting 30% from an average income of Rs.70,000/- per month for the purposes of income tax leviable, an income of Rs.50,000/- per month can be fixed.

13. In addition, there is no dispute about the age and dependents of the deceased. Thus, for the purposes of calculation of loss of dependency, the income of



Rs.50,000/- can be taken into consideration and the future prospects needs to be added at 25%. The multiplier of '14' is to be taken and $1/4^{\text{th}}$ deduction is to be done since there were five dependent members. Since the deceased was survived by five dependent members, the loss of consortium has to be at the rate of Rs.40,000/- per person with 10% escalation, which would amount to Rs.2,20,000/-. The amount of Rs.15,000/- each should be awarded for loss of estate and loss of funeral expenses with escalation of 10%. Accordingly, the amount towards loss of dependency is worked out as follows:

Heads	Amout(Rs.)
Loss of dependency	Rs.50,000+25%=62,500/- Rs.62,500x12x $3/4$ x14=78,75,0000/-

14. Thus, the compensation awarded is to be recalculated in the following manner:

Sl.No.	Particulars	Amount (Rs.)
01	Loss of dependency	Rs. 78,75,000-00
02	Loss of consortium (Rs.44,000x5)	Rs. 2,20,000-00
03	Medical Expenses	Rs. 2,65,045-00
04	Towards loss of estate and funeral expenses	Rs. 33,000-00
05	Pain and suffering	Rs. 50,000-00



	TOTAL	Rs. 84,43,045-00
	Less: Awarded by the Tribunal	Rs. 33,08,445-00
	ENHANCED COMPENSATION	Rs. 51,34,600-00

15. Accordingly, the Court proceeds to pass the following directions:

ORDER

- (i) The appeal is **allowed**.
- (ii) The Impugned Judgment and Award dated 17.05.2016 in MVC No.846/2013 passed by the Senior Civil Judge & AMACT, Kundapura, is modified to the extent that the claimants are entitled to enhanced compensation of **Rs.51,34,600/-** along with interest at the rate of 6% per annum from the date of petition till the date of realization, in addition to **Rs.33,08,445/-** that has been awarded by the Tribunal.
- (iii) The remaining portion of the Impugned Award of the Tribunal remains undisturbed.
- (iv) The Insurance Company shall deposit the enhanced compensation with interest at 6% p.a. less



the interest for 141 days delay in filing the appeal, within a period of eight weeks from the date of receipt of the judgment.

(v) On such deposit, the same shall be released in favour of the appellants/claimants in the ratio apportioned by the Tribunal.

(vi) The Registry is directed to draw the modified Award accordingly.

(vii) The Registry is directed transmit a copy of this judgment to the concerned Tribunal, along with its records.

(viii) No order as to costs.

**Sd/-
(JAYANT BANERJI)
JUDGE**

**Sd/-
(TARA VITASTA GANJU)
JUDGE**

YN
List No.: 1 Sl No.: 30