

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

**FAO (MV) No. 136 of 2020 a/w
FAO (MV) Nos.118, 119, 121 &
235 of 2020, 215, 216, 217 & 218
of 2023, 141, 170, 239 & 240 of
2024, 127 and 136 of 2025**

Reserved on : 06.07.2026

Decided on : 30.07.2026

Uploaded on : 30.07.2026

1. FAO (MV) No. 136 of 2020

United India Insurance Company Ltd. ...Appellant

Versus

Sandeep & Others ...Respondents

2. FAO (MV) No. 118 of 2020

United India Insurance Company Ltd. ...Appellant

Versus

Tara Devi & Others ...Respondents

3. FAO (MV) No. 119 of 2020

United India Insurance Company Ltd. ...Appellant

Versus

Tulsa Devi & Others ...Respondents

4. FAO (MV) No. 121 of 2020

United India Insurance Company Ltd. ...Appellant

Versus

Bhag Singh & Others ...Respondents

5. FAO (MV) No. 135 of 2020

United India Insurance Company Ltd. ...Appellant

Versus

Sangeeta & Others ...Respondents

6. FAO (MV) No. 215 of 2023

United India Insurance Company Ltd. ...Appellant

Versus

Subi Devi & Others ...Respondents

7. FAO (MV) No. 216 of 2023

United India Insurance Company Ltd. ...Appellant

Versus

Subi Devi & Others ...Respondents

8. FAO (MV) No. 217 of 2023

United India Insurance Company Ltd. ...Appellant

Versus

Sarita Devi & Others ...Respondents

9. FAO (MV) No.218 of 2023

United India Insurance Company Ltd. ...Appellant

Versus

Rohit Kumar & Others ...Respondents

10. FAO (MV) No. 141 of 2024

United India Insurance Company Ltd. ...Appellant

Versus

Santo Devi & Others ...Respondents

11. FAO (MV) No. 170 of 2024

United India Insurance Company Ltd. ...Appellant

Versus

Pinki & Others ...Respondents

12. FAO (MV) No. 239 of 2024

United India Insurance Company Ltd. ...Appellant

Versus

Anita & Others ...Respondents

13. FAO (MV) No. 240 of 2024

United India Insurance Company Ltd. ...Appellant

Versus

Kamla & Others ...Respondents

14. FAO (MV) No. 127 of 2025

Brij Mohan Jain ...Appellant

Versus

Akshay Kumar & Others ...Respondents

15. FAO (MV) No. 136 of 2025

Brij Mohan Jain ...Appellant

Versus

Akshay Kumar & Others ...Respondents

Coram

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

Whether approved for reporting?

1. FAO No. 118 of 2020

For the appellant: Ms. Rajvinder Sandhu,
Advocate.

For the respondents: Mr. Shyam Singh Chauhan,
Advocate, for respondents No. 1
to 7.

Mr. Hemant Kumar Thakur,
Advocate, vice Mr. Ravinder
Thakur, Advocate, for
respondent No.8.

2. FAO No. 119 of 2020

For the appellant: Ms. Rajvinder Sandhu,
Advocate.

For the respondents: Mr. Shyam Singh Chauhan,
Advocate, for respondents No.1 to
6.

Mr. Hemant Kumar Thakur,
Advocate, vice Mr. Ravinder
Thakur, Advocate, for respondent
No.7.

3. FAO No. 121 of 2020

For the appellant: Ms. Rajvinder Sandhu,
Advocate.

For the respondents: Mr. Shyam Singh Chauhan,
Advocate, for respondents No.1 &
2.

Mr. Hemant Kumar Thakur,
Advocate, vice Mr. Ravinder
Thakur, Advocate, for respondent
No.3.

4. FAO No. 135 of 2020

For the appellant: Ms. Rajvinder Sandhu,
Advocate.

For the respondents: Mr. Sanjay Ranta, Advocate, for
respondents No. 1 and 2.

Mr. Hemant Kumar Thakur,
Advocate, vice Mr. Ravinder

Thakur, Advocate, for respondent No.3.

5. **FAO No. 136 of 2020**

For the appellant: Ms. Rajvinder Sandhu, Advocate.

For the respondents: Mr. Sanjay Ranta, Advocate, for respondents No. 1 and 2.

Mr. Hemant Kumar Thakur, Advocate vice Mr. Ravinder Thakur, Advocate, for respondent No.3.

Mr. Mohinder Zharaick, Mr. H.S. Rawat, Additional A.Gs., for respondents No. 4, 6 & 7.

None for respondent No. 5.

6. **FAO No. 215 of 2023**

For the appellant: Ms. Rajvinder Sandhu, Advocate.

For the respondents: Mr. Sanjay Ranta, Advocate, for respondents No. 1 to 3.

Mr. Hemant Kumar Thakur, Advocate, vice Mr. Ravinder Thakur, Advocate, for respondent No.4.

Mr. Mohinder Zharaick, Mr. H.S. Rawat, Additional A.Gs., for respondents No. 5 and 7.

Mr. B.N. Sharma, Advocate, for respondent No. 6.

7. **FAO No. 216 of 2023**

For the appellant: Ms. Rajvinder Sandhu, Advocate.

For the respondents: Mr. Sanjay Ranta, Advocate, for respondents No. 1 to 3.

Mr. Hemant Kumar Thakur, Advocate, vice Mr. Ravinder Thakur, Advocate, for respondent No.4.

Mr. Mohinder Zharaick, Mr. H.S. Rawat, Additional A.Gs., for respondents No. 5 and 7. Mr. B.N. Sharma, Advocate, for respondent No.6.

8. **FAO No. 217 of 2023**

For the appellant : Ms. Rajvinder Sandhu, Advocate.

For the respondents: Mr. Ajay Kumar, Advocate, for respondents No. 1 to 3.

Mr. Hemant Kumar Thakur, Advocate, vice Mr. Ravinder Thakur, Advocate, for respondent No.4.

9. **FAO No. 218 of 2023**

For the appellant: Ms. Rajvinder Sandhu, Advocate.

For the respondents: Mr. Sanjay Ranta, Advocate, for respondents No. 1 to 4.

Mr. Hemant Kumar Thakur, Advocate, vice Mr. Ravinder Thakur, Advocate, for respondent No.5.

Mr. Mohinder Zharaick, Mr. H.S. Rawat, Additional A.Gs., for respondents No. 6 and 8.

Mr. B.N. Sharma, Advocate, for respondent No.7.

10. **FAO No. 141 of 2024**

For the appellant: Ms. Rajvinder Sandhu, Advocate.

For the respondents: Mr. Shyam Singh Chauhan, Advocate, for respondents No.1 to 7.

Mr. Hemant Kumar Thakur, Advocate, vice Mr. Ravinder Thakur, Advocate, for respondent No.8.

11. **FAO No. 170 of 2024**

For the appellant: Ms. Rajvinder Sandhu, Advocate.

For the respondents: Mr. Sanjay Ranta, Advocate, for respondent No. 1.

Mr. Hemant Kumar Thakur, Advocate, vice Mr. Ravinder

Thakur, Advocate, for respondent No.2.

12. **FAO No. 239 of 2024**

For the appellant: Ms. Rajvinder Sandhu, Advocate.

For the respondents: Mr. Sanjay Ranta, Advocate, for respondents No. 1 to 3.

Mr. Hemant Kumar Thakur, Advocate, vice Mr. Ravinder Thakur, Advocate, for respondent No. 4.

Mr. Mohinder Zharaick, Mr. H.S. Rawat, Additional A.Gs., for respondent No. 5.

Respondent No. 6 *exparte*.

13. **FAO No. 240 of 2024**

For the appellant: Ms. Rajvinder Sandhu, Advocate.

For the respondents: Mr. Sanjay Ranta, Advocate, for respondents No. 1 to 4.
Mr. Hemant Kumar Thakur, Advocate, vice Mr. Ravinder Thakur, Advocate, for respondent No. 5.

None for respondent No. 7.

Mr. Tejasvi Sharma, Mr. H.S. Rawat, Additional A.Gs., for respondents No. 6 and 8.

Mr. B.N. Sharma, Advocate, for respondent No.9.

14. **FAO No. 127 of 2025**

For the appellant: Mr. Hemant Kumar Thakur, Advocate, for the appellant.

For the respondents: Mr. Sunny Rawat, Advocate, for respondents No. 1 to 6.

Ms. Rajvinder Sandhu, Advocate, for respondent No. 7.

15. **FAO No. 136 of 2025**

For the appellant: Mr. Hemant Kumar Thakur, Advocate, for the appellant.

For the respondents: Mr. Sunny Rawat, Advocate, for respondents No. 1 to 6.

Ms. Rajvinder Sandhu, Advocate, for respondent No. 7.

Virender Singh, Judge

The above titled appeals are being decided by a common judgment, as the appellant-United India Insurance Company Ltd., and the owner of the offending vehicle, have filed these appeals, under Section 173 of the Motor Vehicles Act (hereinafter referred to as 'the M.V. Act'), against the

awards, which have been passed by the **learned Motor Accident Claims Tribunal (III), Shimla, Camp at Rohru, District Shimla, H.P., learned Motor Accident Claims Tribunal-I, Sirmaur District at Nahan, H.P., learned Motor Accident Claims Tribunal (II), Shimla, learned Motor Accident Claims Tribunal, Paonta Sahib, District Sirmaur, learned Motor Accident Claims Tribunal (III), Shimla, and learned Motor Accident Claims Tribunal, Rohru, District Shimla**, respectively, (hereinafter referred to as 'the MACT'), in the claim petitions, which have arisen out of the same accident, which had taken place on 19.04.2017, at place Antroli (Gumma), involving bus No.UK16-PA-0045 (hereinafter referred to as 'the offending vehicle').

2. The offending vehicle was owned by Brij Mohan Jain; was driven by its driver, in a rash and negligent manner (who unfortunately expired in the said accident) and insured with the United India Insurance Company.

3. **FAO (MV) No. 136 of 2020** has been preferred by the Insurance Company against the award dated

18.01.2020, passed by the learned MACT, in MAC RBT Case No.14-S/2 of 2018/2017, titled as 'Sandeep & Another Versus Brij Mohan Jain & Another', wherein a sum of Rs. 29,10,224/-, along with interest, at the rate of 9% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, with costs of Rs.5,000/-, has been awarded by fastening the ultimate liability upon the owner, however, the insurance company has been directed to pay, at the first instance, and recover the same from respondent No.1 (owner).

4. **FAO (MV) No. 118 of 2020**, has been preferred by the Insurance Company against the award dated 06.12.2019, passed by the learned MACT, in MAC Petition No.170-MAC/2 of 2017, titled as 'Tara Devi & Others Versus Brij Mohan Jain & Another', wherein a sum of Rs. 11,72,400/-, along with interest, at the rate of 7% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the Insurance Company.

5. **FAO (MV) No. 119 of 2020**, has been preferred by the Insurance Company against the award dated 05.12.2019, passed by the learned MACT, in MAC Petition No.165-MAC/2 of 2017, titled as 'Tulsa Devi & Others Versus Brij Mohan Jain & Another', wherein a sum of Rs. 9,47,500/-, along with interest, at the rate of 7% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the Insurance Company.

6. **FAO (MV) No. 121 of 2020**, has been preferred by the Insurance Company against the award dated 21.08.2019, passed by the learned MACT, in MAC Petition No.163-MAC/2 of 2017, titled as 'Bhag Singh & Another Versus Brij Mohan Jain & Another', wherein a sum of Rs. 9,37,200/-, along with interest, at the rate of 7% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the Insurance Company.

7. **FAO (MV) No. 135 of 2020**, has been preferred by the Insurance Company against the award dated

18.01.2020, passed by the learned MACT, in MAC RBT Case No.15-S/2 of 2018/2017, titled as 'Sangeeta & Another Versus Brij Mohan Jain & Another', wherein a sum of Rs. 17,90,120/-, along with interest, at the rate of 9% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, with costs of Rs.5,000/-, has been awarded by fastening the ultimate liability upon the owner, however, it is also ordered that the Insurance Company shall pay, at the first instance and recover the same from respondent No.1.

8. **FAO (MV) No. 215 of 2023**, has been preferred by the Insurance Company against the award dated 24.12.2022, passed by the learned MACT, in MAC Petition No.5-S/2 of 2018, titled as 'Subi Devi & Others Versus Brij Mohan Jain & Others', wherein a sum of Rs. 8,00,000/-, along with interest, at the rate of 7.5% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the owner and Insurance Company.

9. **FAO (MV) No. 216 of 2023**, has been preferred by the Insurance Company against the award dated 24.12.2022, passed by the learned MACT, in MAC Petition No.6-S/2 of 2018, titled as 'Subi Devi & Others Versus Brij Mohan Jain & Others', wherein a sum of Rs.8,90,000/-, along with interest, at the rate of 7.5% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the owner and insurance-company.

10. **FAO (MV) No. 217 of 2023**, has been preferred by the Insurance Company against the award dated 29.12.2022, passed by the learned MACT, in MAC Petition No.38-S/2 of 2017, titled as 'Sarita Devi & Others Versus Brij Mohan Jain & Another', wherein a sum of Rs. 14,66,172/-, along with interest, at the rate of 7.5% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the owner and Insurance Company.

11. **FAO (MV) No. 218 of 2023**, has been preferred by the Insurance Company against the award dated 30.11.2022, passed by the learned MACT, in MAC Petition No.7-S/2 of 2018, titled as 'Rohit Kumar & Others Versus Brij Mohan Jain & Others', wherein a sum of Rs. 14,30,800/-, along with interest, at the rate of 7.5% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the owner and Insurance Company.

12. **FAO (MV) No. 141 of 2024**, has been preferred by the Insurance Company against the award dated 24.08.2023, passed by the learned MACT, in MAC Petition No.209-N/2 of 2017, titled as 'Santo Devi & Others Versus Brij Mohan Jain & Another', wherein a sum of Rs. 12,25,500/-, along with interest, at the rate of 6% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the insurance-company.

13. **FAO (MV) No. 170 of 2024**, has been preferred by the Insurance Company against the award dated 23.05.2023, passed by the learned MACT, in MACC No.33-S/2 of 2022/19, titled as 'Pinki Versus Brij Mohan Jain & Another', wherein a sum of Rs. 13,69,948/-, along with interest, at the rate of 9% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the owner, however, it has been ordered that the Insurance Company shall pay, at the first instance and recover the same from respondent No.1.

14. **FAO (MV) No. 239 of 2024**, has been preferred by the Insurance Company against the award dated 26.02.2024, passed by the learned MACT, in MAC Petition No.55-S/2 of 2019, titled as 'Anita & Others Versus Brij Mohan Jain & Others', wherein a sum of Rs.13,40,080/- along with interest, at the rate of 9% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the Insurance Company.

15. **FAO (MV) No. 240 of 2024**, has been preferred by the Insurance Company against the award dated 26.02.2024, passed by the learned MACT, in MAC Petition No.41-S/2 of 2019, titled as 'Kamla & Others Versus Brij Mohan Jain & Others', wherein a sum of Rs.12,60,700/-, along with interest, at the rate of 9% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the insurance-company.

16. **FAO (MV) No. 127 of 2025**, has been preferred by the owner of the offending vehicle against the award dated 09.08.2024, passed by the learned MACT, in MACT Case RBT No.46-R/2 of 2023/17, titled as 'Akshay Kumar & Others Versus Brij Mohan Jain & Another', wherein a sum of Rs. 19,01,700/-, along with interest, at the rate of 6% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the owner of the offending vehicle (respondent No.1).

17. **FAO (MV) No. 136 of 2025**, has been preferred by the owner of the offending vehicle against the award dated 09.08.2024, passed by the learned MACT, in MACT Case RBT No.49-R/2 of 2023/17, titled as 'Akshay Kumar & Others Versus Brij Mohan Jain & Another', wherein a sum of Rs.17,89,200/-, along with interest, at the rate of 6% per annum, from the date of filing of the petition, till the realization of the whole awarded amount, has been awarded by fastening the ultimate liability upon the owner of the offending vehicle (respondent No.1).

18. Learned MACT, while deciding the above titled claim petitions, have fastened the liability to pay the compensation upon the Insurance Company and the owner, and in some of the cases, liberty has been given to Insurance Company to pay the amount of compensation to the claimants, at the first instance, and recover the same from respondent No.1 Brij Mohan.

19. All the appeals have been preferred by the Insurance Company and owner of the offending vehicle,

against the awards passed by the learned MACT, as referred to above.

20. FAO No.136 of 2020, arising out of a case RBT No.14-S/2 of 2018/2017, titled as Sandeep & Another versus Brij Mohan & Others, is being taken as lead case to decide the controversy, involved in the above titled appeals.

21. For the sake of convenience, the parties to the present *lis*, are, hereinafter referred to, in the same manner, as were, referred to, by the learned MACT.

STAND OF THE PETITIONERS BEFORE LEARNED MACT:

22. Brief facts, leading to the filing of RBT No.14-S/2 of 2018/2017, titled as Sandeep & Another versus Brij Mohan & Others, as borne out from the records, may be summed up as under:-

23. The petitioners have filed the claim petition, under Section 166 of the M.V. Act, seeking compensation, on account of death of their father Maan Singh, in a road side accident, involving the offending vehicle. As per their stand, age of their father Shri Maan Singh, at the time of accident, was 47 years. He was fruit merchant/contractor and used

to take apple orchard on lease and on contract basis, for the last 15 years. He used to grow vegetables on the land of the local villagers and earning Rs.20,000/- per month and Rs.20,000/- per month from apple orchard.

24. It is the further case of the petitioners that on 19.04.2017, their father was traveling in the offending vehicle from Vikasnagar to Tiuni and then to Rohru. When the offending vehicle reached near Antroli (Gumma), at about 10.30 a.m., the driver could not control the offending vehicle, as, he was driving the vehicle in a very high speed. Consequently, the offending vehicle rolled down from the road and plunged into the Tons River. In the said accident, Shri Maan Singh sustained fatal injuries and expired.

25. Information regarding the accident was given to Police Station, Nerwa, where, FIR No.20/2017 dated 19.04.2017, under Sections 279, 337, 304-A of IPC was registered.

26. The petitioners have also pleaded their bright past and bleak future. Since, the accident, in question, has solely been attributed to the rash and negligent driving, of

the offending vehicle, by the driver. As such, the claimants have sought the compensation, along with interest, from the respondents.

STAND OF THE RESPONDENTS BEFORE LEARNED MACT:

27. When put to notice, respondent No.1-owner has contested the claim petition, by filing his reply, in which, he has taken the preliminary objections, that the claim petition is not maintainable.

28. On merits, the contents of the claim petition have been contested, however, the factum of accident has not been disputed. He has also admitted that the offending vehicle was insured with United India Insurance Company. He has also annexed the copy of Insurance Policy, copy of registration certificate and copy of route permit, along with the reply. Other contents of the claim petition have been denied including the allegations of driving the offending vehicle in a rash and negligent manner. Other contents have been denied for want of knowledge.

29. United India Insurance Company has filed its separate reply, by taking the preliminary objections, that the petition is not maintainable, as the accident, in question, had taken place due to the rash and negligent driving of the offending vehicle; the claim petition is vague, misconceived and does not disclose any cause of action; the driver of the offending vehicle was not having a valid and effective driving licence to drive the same, at the time of accident and the owner of the offending vehicle has not taken any steps to check the validity of the license; the vehicle was being plied in contravention of the terms and conditions of the insurance policy, as, the vehicle was overloaded and 47 passengers were travelling against the seating capacity of 37; the offending vehicle was being plied in the area of Himachal Pradesh, without a valid and effective permit, valid registration and fitness certificate, as such, the insurance company has sought exoneration of its liability to indemnify the owner, on account of breach of standard policy conditions; and the claim petition has been filed by the claimants in collusion with respondent No.1.

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

31. Respondent No.3-RTO Shimla has filed separate reply, by denying the factual position, as mentioned, in the petition. It has also been pleaded that respondent No.3 carried out mechanical inspection on the spot and forwarded its report to the Director Transport.

32. Respondent No.4-RTO Dehradun (Uttarakhand), has filed reply, by pleading that the route permit of the offending vehicle was issued for Vikasnagar-Tiuni-Atal vide route permit No.PATP4729 in favour of Brij Mohan. The condition of the permit of the route is Vikas Nagar Centre-II to Set No.5 only and the accident has taken place at Gumma Himachal Pradesh, which is beyond the route issued by respondent No.4.

33. It is the further case of respondent No.4 that there is no agreement between the Government of Uttarakhand and Government of Himachal Pradesh, according to which, the route permit is valid in other State. Other contents of the claim petition have been contested.

34. Respondent No.5 has filed the reply denying the averments, made in the claim petition. Hence, a prayer has been made by the respondents to dismiss the claim petition.

PROCEEDINGS BEFORE LEARNED MACT:

35. From the pleadings of the parties, the following issues were framed, by learned MACT vide order dated 30.10.2018 :-

1. *Whether the death of Shri Maan Singh took place in a motor accident because of rash and negligent driving of the driver of vehicle No.UK-16PA-0045, as alleged?*
OPP
2. *If issue No. 1 is proved in affirmative, whether the petitioners are entitled for compensation, if so, to what extent and from whom?*
OPP
3. *Whether the respondents No. 3 to 6 wrongly permitted the owner of the vehicle to ply the vehicle on the said route, as alleged, if so to what effect?*
OPP
4. *Whether the petitioner of the petitioners is not maintainable, as alleged?*
OPR
5. *Whether the offending vehicle UK-16PA-0045 was not insured with respondent No.2, as alleged?*
OPR-2
6. *whether the driver of the offending vehicle was not holding a valid and effective driving licence to ply it, as alleged?*
OPR-2
7. *Whether the offending vehicle was being driven in breach of the terms of Insurance Policy, as alleged?*
OPR-2

8. *Whether the offending vehicle was over loaded, as alleged, if so to what effect?* OPR-2
9. *Whether the offending vehicle was being plied within the territory of Himachal Pradesh without route permit, as alleged if so to what effect?* OPR-2
10. *Relief.*

36. Thereafter, the parties to the *lis* were directed to adduce evidence.

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

STAND OF THE INSURANCE COMPANY BEFORE THIS COURT:

38. Feeling aggrieved from the award, the Insurance Company of the offending vehicle has preferred FAO No. 136 of 2020, along with 12 other appeals, as referred to above, before this Court, mainly on the ground that issue No.6 has not been properly decided by the learned MACT, as, at the time of accident, the offending vehicle was carrying 47 persons against the seating capacity of 37.

39. The owner has filed **FAO (MV) Nos.127 and 136 of 2025**, with a prayer to set aside the award passed by the

learned MACT, by virtue of which, the owner has been directed to pay the amount of compensation, as well as, the awards, by virtue of which, the Insurance Company has been permitted to recover the amount of compensation from him, after paying the same to the petitioner.

40. According to the learned counsel for the appellant-Insurance Company, there is violation of the terms and conditions of the insurance policy, as the permit was issued to the offending vehicle for the route, falling within the State of Uttarakhand, whereas, the offending vehicle was being plied within the territory of Himachal Pradesh, without any route permit and this fact has clearly been admitted by respondent No.1, in his cross-examination. However, the learned MACT, relying upon Section 88 of the M.V. Act, has given the benefit of doubt to the insured and fastened the liability on the appellant.

41. Highlighting the fact that the distance from Minas to Fediztul is 18 kilometers, as per the report of Regional Manager, HRTC and the said distance, according to the Executive Engineer, Chopal Division, is 16.64

kilometers, it has been pleaded that there is clear-cut violation of Section 88(1) of the M.V. Act.

42. On the basis of the above facts, Ms. Rajvinder Sandhu, Advocate, appearing for the Insurance Company, has prayed that the appeals, preferred by the Insurance Company, may kindly be allowed, by exonerating the Insurance Company from indemnifying the owner of the offending vehicle. In addition to this, she has also prayed that the compensation is on the higher side and the same may kindly be reduced.

43. Per contra, Shri Shyam Singh Chauhan & Mr. Sanjay Ranta, learned counsel appearing for the claimants, have supported the award and prayed that the appeals stand dismissed and the same may kindly be dismissed, by enhancing the award, so that the same could fall within the definition of 'just compensation'.

44. The owner of the offending vehicle, who has also filed **FAO (MV) Nos.127 and 136 of 2025**, has prayed that the Insurance Company has miserably failed to prove the violation of the terms and conditions of the Insurance Policy,

especially the violation of route permit. As such, the learned MACT has wrongly fastened the liability upon him to pay the compensation and also give right to recover the amount of compensation, after paying the same to the petitioners.

45. In these appeals, the Insurance Company has prayed that the company be exonerated from indemnifying the owner, as, the offending vehicle was being plied without route permit and as such, the said violation is stated to be fundamental breach of insurance policy.

46. As per the stand taken by the claimants, the accident, in question, had taken place, near Antroli (Gumma) and FIR was registered with Police Station, Nerwa, District Shimla, under Sections 279, 337, 304-A of IPC. In this case, the place of accident is not in dispute, which, admittedly, falls within the territorial jurisdiction of Himachal Pradesh.

47. As per the claimants, deceased was travelling in the offending vehicle from Vikas Nagar to Tiuni. The Insurance Company has taken the plea that the offending vehicle was overloaded and the same was being plied within

the territory of Himachal Pradesh, without any valid and effective permit. Respondent No.4, RTO Dehradun, has mentioned, in the reply, that the route permit for offending vehicle was issued to ply the same from Vikas Nagar to Tiuni, vide permit No.PATP4729.

48. In order to decide the above stand of the appellant-Insurance Company, it would be necessary to discuss the evidence, so adduced, by the respondents, before the learned MACT.

49. RW-1 is Devinder Kumar, Senior Assistant, RTO Shimla. He, when appeared in the witness-box, has feigned his ignorance, by stating that RTO Office Shimla was not aware that the offending vehicle was being plied in the State of Himachal Pradesh, during the year 2017. According to him, RTO and other authorized officers of the State, check the vehicles, off and on, and in case, any vehicle is found, being plied without valid documents/authorization, the same are being dealt with, in accordance with law. In this regard, he has submitted the report of the committee as Ex. RW-1/A.

50. In the cross-examination, by the respondent-claimants, this witness has admitted that the accident had taken place within the territorial jurisdiction of RTO Shimla.

51. In the cross-examination by learned counsel appearing for respondent No.1, this witness has again feigned his ignorance about the distance of the spot, where, the accident had taken place from Uttarakhand border.

52. RW-3 Brij Mohan Jain, owner of the offending vehicle, has tendered in evidence his affidavit Ex.RW-3/A, copy of award dated 19.11.2018 Ex.RW-3/B, copy of RC Mark RA, copy of permit mark RB, copy of insurance mark RC, copy of vehicle particular mark RD, copy of extract of driving licence of Kamal Singh mark-RE and copy of list of routes mark RF.

53. In the affidavit, this witness has deposed that the offending vehicle was enroute Vikas Nagar to Tiuni and the vehicle, at the time of accident, was being plied, in accordance with all legal documents, license, registration certificate, route permit and fitness certificate. The vehicle was being plied, as per the terms and conditions of the

insurance policy and as per the policy, the Insurance Company is liable to indemnify, for any loss, caused on account of plying the vehicle. The vehicle met with an accident in the State of Himachal Pradesh, as, the route from Vikas Nagar to Tiuni passes through a small portion of Himachal Pradesh and vehicles are allowed to run on above road from the last few years, without any interruption and as per the M.V. Act, there is no requirement to take separate permit for the area, which falls in the State of Himachal Pradesh. Lastly, he has categorically stated that at the time of accident, there were only 37 passengers in the bus, and other than 37 people, who have sustained injuries and succumbed to death, were pedestrians.

54. In the cross-examination by the learned counsel appearing for the Insurance Company, this witness has admitted that he never travelled in his bus from Vikas Nagar to Tiuni. However, he has admitted that the offending vehicle crosses from Himachal and the distance covered in Himachal is about 7-8 kilometers. He has admitted that no permit was issued to ply the bus in Himachal over the above

distance. There was no endorsement on the permit by Himachal authorities. He has denied that at the time of accident, 47 persons were travelling in the offending vehicle, out of which, 45 have died.

55. In the cross-examination by the learned counsel for the petitioners, he has denied that the driver of the offending vehicle requested that the offending vehicle requires some repair. He has also denied that the vehicle met with an accident on account of the mechanical defect. He has feigned his ignorance that the accident in question, had taken place due to non-maintenance of the road, however, admitted that the road was in bad shape. He has further admitted that the accident in question had taken place in Himachal area, which is at a distance of 3 kilometers from the Uttrakhand border.

56. In the cross-examination by respondent No.1, he has admitted that the RTO Dehradun, has issued permit for the route Vikasnagar Centre to Set No.5, within his jurisdiction.

57. Respondent No.4 Rajinder Mohan Sharma, Administrative Officer, United India Insurance Company, has tendered his affidavit in evidence, Ex.RW-4/A and copy of insurance policy Ex.RX.

58. In the examination-in-chief, RW-4, has deposed that as per the terms and conditions of the insurance policy, issued to the insured, the permit was not valid for being plied, outside the jurisdiction of the said permit, without any endorsement. He has also deposed that the place, where, the accident had taken place, is 18.5 kilometers, from the border and the bus was overloaded and carrying 47 passengers, against the permitted capacity of 37, including driver and conductor. The vehicle was being plied outside the permit area and lastly, he has deposed, in his examination-in-chief, that there is violation of Section 88 of the M.V. Act.

59. In the cross-examination, this witness has denied all the suggestions, which have been put to him by learned counsel for respondent No.1, but, admitted that the route- Vikas Nagar to Tiuni had starting and destination point in

Uttarakhand. According to him, the accident took place at a distance of about 18.5 k.m., inside Himachal from Uttarakhand border. Voluntarily stated that endorsement on the permit is essentially required from RTO of Himachal Pradesh. In the cross-examination, by learned counsel for the petitioner, he has admitted that he has not visited the site of the accident.

60. RW-5, Mehmood, Senior Assistant, office of Regional Transport Officer, Vikasnagar, has deposed on the basis of the record that route permit for the offending vehicle was valid from 17.06.2015 to 16.6.2020. As per their record, the route permit does not authorize respondent No.1 to ply the offending vehicle in any part of Himachal Pradesh.

61. In the cross-examination, by learned counsel for respondent No.1, he has admitted that as per the route permit, the starting point and terminal point, are in the State of Uttarakhand. He has admitted that route permit issued was valid. He has denied that the offending vehicle was being plied on the prescribed route permit. Voluntarily stated that the accident took place at a distance of 10

kilometers from Minus in District Shimla. Firstly, he has feigned his ignorance by deposing that in terms of Section 88 of the M.V. Act, the vehicle could ply for short distance in another State, but, voluntarily stated that for plying vehicle beyond the prescribed route, permit from other transport authority is required.

62. RW-6 Narinder Singh, at the relevant time, was posted as SHO Police Station, Nerwa. He has deposed that he, initially investigated the case, arising out of FIR No.20 of 2017. He has inspected the spot and during investigation, clicked the photographs of the spot and dead bodies. He has also deposed that as per the statement of witnesses recorded, the accident took place due to rash and negligent driving of the driver of the offending vehicle. He has also deposed that the place of occurrence was at a distance of 9½ kilometers from Uttrakhand border via Minas and 7 kilometers via Attal. He has also deposed that during investigation, he has not inquired about the route permit, as on his transfer, he has handed over the file to his successor. He has also tendered the copies of final report as Ex.RW-

6/A, spot map Ex.RW-6/B, seizure memo Ex.RW-6/C and statement of Tulsi Ram Ex.RW-6/D.

63. In the cross-examination by respondent No.1, this witness has deposed that the RC and insurance were taken into possession and checked by him, however, he has denied that only 37 passengers were travelling in the bus.

64. In the cross-examination by the petitioners, this witness has feigned his ignorance about the exact distance between the place of occurrence in Himachal Pradesh from Uttrakhand border.

65. RW-7 Prittam Singh Chandel, who has been appointed as investigator, in the present case, has filed his affidavit Ex.RW-7/A. In the examination-in-chief, this witness has deposed that he has conducted the investigation on behalf of the company and found that the accident had taken place due to the rash and negligent driving by the driver of the offending vehicle.

66. According to this witness, as per the terms and conditions of the Policy, issued by the Insurance Company to the insured, the permit was not valid for plying the vehicle

outside the jurisdiction of the permit in other State. Issuance and counter signature of the permit was required from the State of Himachal Pradesh, as the route area is more than 16 kilometers in the State of Himachal Pradesh. He has also tendered the documents showing the distance from Minus to Fedijpul. As per the document, received from Executive Engineer, B&R Division, HPPWD, Chopal, the distance is about 16.64 kilometers, and as per the information received from Deputy Divisional Manager, HRTC, Shimla, the same is about 18.00 kilometers. In addition to this, he has tendered the documents, i.e., copy of letters Ex.RW-7/B to Ex.RW-7/K. He has admitted that in his report Ex.RW-7/L, he has not mentioned about the date, place, and names of the witnesses examined.

67. So far as the documentary evidence relied upon by the respondents is concerned, Ex.RW-1/A, is the inquiry report of the accident, in question, which was conducted, in pursuance of the office order issued by the Director Transport, Himachal Pradesh. Along with the report, copy of FIR, photographs of the spot, list of persons expired and

injured in the accident, photocopy of the registration certificate, copy of insurance policy, temporary authorization permit, according to which, the offending vehicle was permitted to ply from Vikasnagar to Set No.5, copy of driving licence of the driver, along with findings of the committee, according to which, the accident had taken place due to the negligence on the part of the driver. Ex.RW-6/A is copy of the chargesheet, Ex.RW-7/B is the forwarding letter issued by RW-7 to the Divisional Manager, New India Assurance Company, according to which, the distance from Minus to Fedijpul is 16.64 kilometers. RW-7/F, is the information provided by Deputy Divisional Manager, HRTC, Shimla, under the Right to Information Act, according to which, the distance from Minus to Fedijpul is 18 kilometers and Ex.RW-7/L is the investigating report.

68. Since, in this case, Insurance Company has sought the exoneration to indemnify the owner on the ground of violation of the Insurance Policy, especially, route permit and overloading of the offending vehicle, the said provisions are to be interpreted in such a manner to favour

the insured, as held by the Hon'ble Supreme Court in **Civil Appeal No. of 2026 (Special Leave Petition (Civil) No.20645 of 2025)**, titled as **The Oriental Insurance Co. Ltd. Versus Durg Roadways Private Ltd. & Others, 2026 INSC 722**. Relevant paragraphs 16 of the judgment, is reproduced, as under :-

“16. Keeping with the beneficial intent, it is a well settled position of law that in case of any ambiguity, the interpretation that favours the insured must be adopted i.e. the rule of contra proferentem. Reference can be made to United India Insurance Co. Ltd. v. Pushpalaya Printers¹⁵, which was followed in Sangrur Sales Corpn. v. United India Insurance Co. Ltd.

6. ... It is also settled position in law that if there is any ambiguity or a term is capable of two possible interpretations, one beneficial to the insured should be accepted consistent with the purpose for which the policy is taken, namely, to cover the risk on the happening of certain event...”

69. Being guided by the above decision of the Hon'ble Supreme Court, now, this Court would proceed further to determine whether the Insurance Company has successfully proved the fundamental breach of the insurance Policy, as alleged.

70. In the present case, the Insurance Company has taken a specific plea that the offending vehicle was being plied in Himachal area, without valid and effective permit. As such, the breach of standard policy conditions has been pleaded by the Insurance Company, whereas, owner of the vehicle has specifically deposed that the route of the offending vehicle was from Vikasnagar to Tiuni. According to him, the small portion of the road is in Himachal Pradesh. In the cross-examination by respondent No.2, he has categorically stated that the distance covered in Himachal Pradesh was 7-8 kilometers, but, in the next line, he has deposed that he does not have the proof of the distance covered in Himachal Pradesh.

71. Even, the Administrative Officer of the Insurance Company, RW-4, has admitted that the route was Vikasnagar to Tiuni, which has starting and terminal point in the State of Uttarakhand. When, the suggestion was put to this witness that the route covered only 7-8 kilometers distance in Himachal Pradesh, he has denied the same by

stating that the accident took place 18.5 kilometers inside the State of Himachal Pradesh.

72. Even, the person from the office of Assistant Regional Transport Officer, Vikasnagar, i.e. RW-5 has deposed that the route permit was valid from 17.6.2015 to 16.06.2020 and the same has not authorized the owner to ply the vehicle in any part of the Himachal Pradesh and the accident had taken place within the territory of Himachal Pradesh.

73. In the cross-examination, this witness has stated about the distance of 10 kilometers, which the offending vehicle has covered within the territory of Himachal Pradesh. This factual position assumes significance as, in terms of Section 88 of the M.V. Act, the legislature, in its wisdom, has provided the window of 16 kilometers.

74. This witness has further admitted that the starting and terminal point is in State of Uttrakhand and the route permit was valid. When, a suggestion was put to this witness that the offending vehicle was being plied on the prescribed route permit, he has denied that same and stated

that the accident had taken place at a distance of 10 kilometers from Minas in District Shimla. This admission nowhere leads to the conclusion that the place of accident is more than 16 kilometers from the boundary of Uttarakhand.

75. The person, who has initially investigated the case, has given the distance of place of occurrence from Uttarakhand border as 9½ kilometers and via Atal, the distance is about 7 kilometers. Whatsoever has been deposed by this person, he has simply stated that he does not know the exact distance of the place of accident from Uttarakhand border, but, from this admission, it cannot be said that the Insurance Company has successfully proved that the distance was more than 16 kms.

76. The Insurance Company has relied upon the testimony of RW-7 Shri Prittam Singh Chandel, who, in his report Ex.RW-7/L, has admitted that the vehicle was having valid permit from 17.06.2015 to 16.6.2020, but, not for the area of accident. In the entire report, it has not been mentioned that the area, where, the alleged accident had taken place, is at a distance of more than 16 kilometers from

Uttarakhand border, so, the owner could not take benefit of the window provided by the legislature, by way of proviso to Section 88 of the M.V. Act.

77. Section 88 of the MV Act is reproduced as under:-

88. Validation of permits for use outside region in which granted.—(1) Except as may be otherwise prescribed, a permit granted by the Regional Transport Authority of any one region shall not be valid in any other region, unless the permit has been countersigned by the Regional Transport Authority of that other region, and a permit granted in any one State shall not be valid in any other State unless countersigned by the State Transport Authority of that other State or by the Regional Transport Authority concerned: Provided that a goods carriage permit, granted by the Regional Transport Authority of any one region, for any area in any other region or regions within the same State shall be valid in that area without the countersignature of the Regional Transport Authority of the other region or of each of the other regions concerned:

Provided further that where both the starting point and the terminal point of a route are situate within the same State, but part of such route lies in any other State and the length of such part does not exceed sixteen kilometres, the permit shall be valid in the other State in respect of that part of the route which is in that other State notwithstanding that such permit has not been countersigned by the State Transport Authority or the Regional Transport Authority of that other State:

xxxx

xxxx

xxxx

(self emphasis supplied)

78. Although, in the information obtained under the Right to Information Act, from the Regional Manager, HRTC, Taradevi, Shimla, which is Ex.RW-7/J, it has been mentioned that as per the ETM software, the total distance from Menu to Fedizpul is 18 kilometers one side, however, from this report, no benefit can be derived by the Insurance Company that from the place of accident, the boundary of Uttarakhand is more than 16 kilometers.

79. Similarly, in the report submitted by the PIO-cum-Executive Engineer Division B&R Division, Chopal, the distance from Minas to Fedijpul has been mentioned as 16.64 kilometers. No document has been placed on record by the Insurance Company to demonstrate that the distance from the place of accident to the boundary of Uttarakhand border starting point of boundary of Himachal Pradesh is more than 16 kilometers.

80. On this vague averment, the window, which has been provided by the legislature in favour of respondent

No.1, cannot be shut down. Even, in the report under Section 173 (2) Cr.PC, Ex.RW-6/A, the person, who has made a statement under Section 154 Cr.PC, has stated that the accident had taken place at a short distance from Gumma towards Antroli. From this assertion, it is difficult for this Court to conclude that the distance is more than 16 kilometers from the boundary of Uttrakhand.

81. In view of the above discussion, made on the basis of the statements of RWs, it is not in dispute that the starting and terminal point of the route was in the State of Uttrakhand. It is not the case of the Insurance Company that there are two roads and the vehicle was being plied in the road, which was not mentioned in the permit.

82. In view of the above, learned MACT has wrongly held that the offending vehicle was being plied in violation of the terms and conditions of the insurance policy. It can also be held that the vehicle was being plied as per the terms and conditions of the route permit. Report Ex.RW-7/L has wrongly been relied upon, without any justification.

83. As such, the contentions, so raised in the appeal, are liable to be rejected. Consequently, the same are rejected.

84. In view of the discussion made above, this Court has no hesitation to hold that the learned MACT has fallen into error by fastening the liability to pay the amount of compensation upon the owner and also fallen into error by giving the liberty to the Insurance Company to recover the amount of compensation, from the owner, after paying the same to the petitioners. In a nut shell, the Insurance Company has miserably failed to prove the violation of the route permit in the present cases.

85. In this case, it has also been alleged by the Insurance Company that the Company is not liable to pay the amount of compensation, as, there was overloading in the offending vehicle as, against sanctioned sitting capacity of 37 passengers, including driver and conductor, 47 passengers were travelling. To the considered opinion of this Court, the above submissions holds no water, as the Insurance Company is liable to indemnify the owner to pay

the amount of compensation to the petitioners, upto the permitted sitting capacity. The Hon'ble Supreme Court in **National Insurance Co. Ltd. versus Anjana Shyam and others**, reported in **(2007) 7 Supreme Court Cases 445**, 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 para 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)

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

is liable to satisfy the highest awards, to the extent of 37 passengers, and in rest of the awards, the Insurance Company shall, at the first instance, pay the compensation amount, with right to recover the same from the owner of the offending vehicle.

87. In view of the above, the appeals preferred by the Insurance Company are liable to be rejected, whereas, the appeals preferred by the owner, are liable to be allowed.

88. The proceedings under the M.V. Act are summary in nature, where the liability of the tortfeasor is to be fixed on the basis of the preponderance of probability.

89. Now, the next question, which arises for determination, before this Court, is whether the amount of compensation awarded to the petitioners falls within the definition of 'just compensation', as the endeavour of the Court/Tribunal is to grant 'just compensation'.

90. The Hon'ble Apex Court in ***Oriental Insurance Company Limited vs. Mohd. Nasir and another, (2009) 2 SCC (Cri.) 987*** has held that the provisions of M.V. Act are beneficial piece of legislation and the endeavour of the

Court/Tribunal should be to provide “just compensation”.

The relevant paras 23 and 24 of the judgment are reproduced as under:-

“23. Both, the 1923 Act and 1988 Act are beneficent legislation insofar as they provide for payment of compensation to the workmen employed by the employers and/or by use of motor vehicle by the owner thereof and/or the insurer to the petitioners suffering permanent disability. The amount of compensation is to be determined in terms of the provisions of the respective Acts. Whereas in terms of the 1923 Act, the Commissioner who is a quasi judicial authority, is bound to apply the principles and the factors laid down in the Act for the purpose of determining the compensation, Section 168 of the 1988 Act enjoins the Tribunal to make an award determining the amount of compensation which appears to be just.

24. Both the Acts aim at providing for expeditious relief to the victims of accident. In these cases, the accidents took place by reason of use of motor vehicles. Both the statutes are beneficial ones for the workmen as also the third parties. The benefits thereof are available only to the persons specified under the Act besides under the Contract of Insurance. The statutes, therefore, deserve liberal construction. The legislative intent contained therein is required to be interpreted with a view to give effect thereto.”

(self emphasis supplied)

91. This view has again been reiterated by Hon’ble Apex Court in **Govind Yadav versus The New India Assurance Co. Ltd.**, reported in **2012 ACJ 28 (SC)**.

Relevant paragraphs 12 & 13 of the judgment are reproduced as under:

12. In *Reshma Kumari v. Madan Mohan* (2009) 13 SCC 422, this Court reiterated that the compensation awarded under the Act should be just and also identified the factors which should be kept in mind while determining the amount of compensation. The relevant portions of the judgment are extracted below:

"The compensation which is required to be determined must be just. While the petitioners are required to be compensated for the loss of their dependency, the same should not be considered to be a windfall. Unjust enrichment should be discouraged. This Court cannot also lose sight of the fact that in given cases, as for example death of the only son to a mother, she can never be compensated in monetary terms. The question as to the methodology required to be applied for determination of compensation as regards prospective loss of future earnings, however, as far as possible should be based on certain principles. A person may have a bright future prospect; he might have become eligible to promotion immediately; there might have been chances of an immediate pay revision, whereas in another (sic situation) the nature of employment was such that he might not have continued in service; his chance of promotion, having regard to the nature of employment may be distant or remote. It is, therefore, difficult for any court to lay down rigid tests which should be applied in all situations. There are divergent views. In some cases it has been suggested that some sort of hypotheses or guess work may be inevitable. That may be so.

In the Indian context several other factors should be taken into consideration including education of the dependants and the nature of job. In the wake of changed societal conditions and global scenario, future prospects may have to be taken into consideration not only having regard to the status of the employee, his educational qualification; his past performance but also other relevant factors, namely, the higher salaries and perks which are being offered by the private companies these days. In fact while determining the multiplicand

this Court in Oriental Insurance Co. Ltd. v. Jas huben held that even dearness allowance and perks with regard thereto from which the family would have derived monthly benefit, must be taken into consideration.

One of the incidental issues which has also to be taken into consideration is inflation. Is the practice of taking inflation into consideration wholly incorrect? Unfortunately, unlike other developed countries in India there has been no scientific study. It is expected that with the rising inflation the rate of interest would go up. In India it does not happen. It, therefore, may be a relevant factor which may be taken into consideration for determining the actual ground reality. No hard-and-fast rule, however, can be laid down therefor."

(emphasis supplied)

13. In *Arvind Kumar Mishra v. New India Assurance Company Limited* (2010) 10 SCC 254, the Court considered the plea for enhancement of compensation made by the appellant, who was a student of final year of engineering and had suffered 70% disablement in a motor accident. After noticing factual matrix of the case, the Court observed:

"We do not intend to review in detail state of authorities in relation to assessment of all damages for personal injury. Suffice it to say that the basis of assessment of all damages for personal injury is compensation. The whole idea is to put the petitioner in the same position as he was insofar as money can. Perfect compensation is hardly possible but one has to keep in mind that the victim has done no wrong; he has suffered at the hands of the wrongdoer and the court must take care to give him full and fair compensation for that he had suffered."

(emphasis supplied)

92. Being guided by the above decisions of Hon'ble Supreme Court, now, this Court would proceed further to

determine the fact whether the learned MACT has rightly assessed the amount of compensation or not.

FAO (MV) No. 136 of 2020

93. In the present case, the claimants are son and daughter of Maan Singh, who expired in the said accident. As per the stand taken by the petitioners, Maan Singh, at the time of accident, was about 47 years of age and earning Rs.20,000/- per month, from vegetables and Rs.20,000/- per month from apple orchards.

94. Learned MACT has taken the monthly income of Maan Singh, as Rs.20,000/- per month. These findings have been assailed by the Insurance Company, in the present case, as such, the evidence, so adduced, is required to be discussed.

95. Petitioner No.1, tendered his affidavit Ex.PW-1/A, which is based upon the assertion made in the petition.

96. PW-3 Ashok Kumar has been examined by the claimants to demonstrate that Maan Singh used to sell apple boxes and vegetables in the shop of PW-3. This witness has moved a step further by deposing that the deceased used to

earn Rs.13 to 14 lacs from his shop. He has also proved the bills Ex.PW-1/C-1 to PW-1/C-67. In view of the evidence of PW-3, this Court is of the view that the income, which has been assessed by the learned MACT cannot be said to be on the higher side.

97. The learned MACT has taken the age of deceased Maan Singh, as 44 years. As per the postmortem report, the age of deceased Maan Singh has been mentioned as 44 years, whereas, the petitioners have pleaded his age as 47 years. As such, his age is required to be taken as 47 years, at the time of accident. Thus, the said findings recorded, by the learned MACT, require interference, by this Court

98. Admittedly, Maan Singh is working in unorganized sector, as such, in view of the law laid down by the Hon'ble Supreme Court, in **National Insurance Co. Ltd. v. Pranay Sethi, (2017) 16 SCC 680**, 25% increase is required to be given, towards future prospects. Thus, by adding 25% of his monthly income, the same comes to Rs.25,000/- (Rs.20,000/- + Rs.5,000/-).

99. The learned MACT has rightly deducted 1/3rd of the said amount, on account of his personal expenses, had he been alive. Thus, his monthly income comes to Rs.16668/-. The said findings do not require any interference by this Court.

100. Learned MACT has applied the multiplier of '14', which is liable to be interfered with, as, the age of the deceased has been held to be 47 years, as such, multiplier of '13' is required to be applied, in the present case. Thus, the loss of contribution comes to Rs.16668/- x 12 x 13 = Rs.26,00,208/-.

101. So far as the amount awarded under the conventional heads are concerned, the said findings do not require, any interference, by this Court.

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

<i>1. Loss of income</i>	=	<i>Rs. 26,00,208/-</i>
<i>2. Loss of consortium</i>	=	<i>Rs.80,000/-</i>
<i>3. Loss of estate</i>	=	<i>Rs. 15,000/-</i>
<i>4. Funeral Expenses</i>	=	<i>Rs. 15,000 /-</i>
Total	=	Rs.27,10,208/-.

103. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 9% per annum, which is on the higher side. As such, the same is required to be reduced to 7.5%, in view of the prevailing rates of interest of the nationalized banks. Ordered accordingly.

104. Consequently, the present appeal is dismissed, however, the awarded amount is reduced from Rs.29,10,224/- to Rs.27,10,208/-, with interest @ 7.5% per annum. The award passed by the learned MACT is modified accordingly.

FAO (MV) No.118 of 2020 arising out of MAC Petition No. 170-MAC/2 of 2017

105. In the present appeal, the claim petition has been filed by the petitioners, being widow, widowed mother, sons and daughters of Shri Narayan Singh. As per the petition, the deceased was about 29 years of age, at the time of accident. He was mason by profession and agriculturist also.

106. According to the petitioners, deceased Narayan Singh, during his life time, was earning amount of Rs.21,000/- per month. Bifurcating the said amount, it has been pleaded that the deceased was earning Rs.500/- per day from mason work and Rs.6,000/- per month from agriculture pursuits.

107. Petitioner No.1, when appeared, in the witness-box, has deposed on the similar lines. In the cross-examination, nothing has been put to her to controvert the stand taken by her in the affidavit, as well as, in the petition.

108. By examining PW-3, petitioners have proved that Narayan Singh was mason, by profession and earning Rs.500/- per day. This witness has admitted that Narayan Singh, was unmarried, but, voluntarily stated that he was living in Jodidari with Balbir Singh and Tara Devi. He has also admitted that petitioners No.4 to 7 are children of Balbir Singh. This is the entire evidence led by the petitioners, on this issue.

109. Learned MACT has taken the monthly income of Shri Narayan Singh as Rs.6,000/- per month. The said

findings do not require any interference by this Court, as the same are based upon the proper appreciation of evidence, so led by the petitioners. The age of the deceased has been taken by the learned MACT, as 28 years, on the basis of the document Ex.PW-1/A, wherein, the date of birth of the deceased has been mentioned as 28.06.1988.

110. Learned MACT has rightly held only petitioners No.2 and 4, entitled to the amount of compensation. In the absence of any appeal, the said findings do not require any interference.

111. Learned MACT has rightly granted the amount of Rs.15,000/-, on account of 'loss of estate' and Rs.15,000/- on account of 'funeral expenses', however, has not granted any compensation under the head 'loss of consortium'. In view of the law laid down by the Hon'ble Supreme Court in ***Magma General Insurance Company Limited vs. Nanu Ram @ Chuhru Ram and others, (2018) 18 SCC 130***, each claimant is entitled to the amount of compensation under the head 'loss of consortium'. As such, petitioners No.2 and

4 are held to be entitled to a sum of Rs.40,000/- each, under this head.

112. Thus, the amount of compensation is required to be enhanced and they are entitled to a sum of Rs.11,72,400/- + Rs.80,000/- = Rs.12,52,400/-.

113. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 7% and the same requires interference, as all the petitions have arisen out of the same accident and in order to maintain uniformity, the rate of interest is held to be 7.5% per annum.

114. Consequently, the present appeal is dismissed, by enhancing the awarded amount from Rs.11,72,400/- to Rs.12,52,400/-, with interest @ 7.5% per annum. The award passed by the learned MACT is modified accordingly.

FAO No. 218 of 2023 arising out of MAC Petition No.7-S/2 of 2018

115. In the present appeal, claim petition, was filed by sons and daughter of late Katki Devi, who has expired in the accident, in question. Her age at the time of accident has been pleaded as 44 years and according to the petitioners,

she was earning Rs.20,000/- per month from tailoring work and Rs.15,000/- per month from growing vegetables.

116. Learned MACT, in the present case, has taken the income of Smt. Katki Devi, as Rs.10,000/- per month. The said findings are not sustainable in the eyes of law, as, the Hon'ble Supreme Court in **Shishu Pal @ Shish Ram & Others versus Surjeet & Others**, reported in **2026 INSC 634**, has held 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."

117. In view of the decision of Hon'ble Supreme Court in ***National Insurance Co. Ltd. v. Pranay Sethi, (2017) 16 SCC 680***, and considering the age of deceased Katki Devi, 25% increase is required to be given, towards future prospects. Thus, by adding 25% towards her monthly income, the same comes to Rs.37,500/- (Rs.30,000/- + Rs.7,500/-). As such, the annual income comes to Rs.4,50,000/- (Rs.37,500/- X 12). The income tax component is liable to be deducted from the said income.

118. The age of the deceased, at the time of accident was held to be 44 years. As per the income tax slab, applicable for the financial year 2017-18, income of Rs.2,50,000/- was exempted. Thus, out of Rs.4,50,500/-, the amount of total taxable income comes to Rs.2,00,000/- (Rs.4,50,000/- minus

Rs.2,50,000/-). The said income falls within the tax slab of 5%. Thus, the tax component comes to Rs.10,000/-. The education cess @4% on the said amount of Rs.10,000/- is also liable to be deducted, which comes to Rs.400/-. Thus, the total tax component comes to Rs.10,400/-. Hence, the total established annual income of the deceased comes to Rs.4,50,000/- minus Rs.10,400/- = Rs.4,39,600/-.

119. Out of the said amount, keeping in view the number of dependent, $1/4^{\text{th}}$ amount, on account of her personal expenses, is required to be deducted, had she been alive. Thus, the loss of contribution comes to Rs.4,39,600/- minus Rs.1,09,900 = Rs.3,29,700/-.

120. Learned MACT has applied the multiplier of '11', which is liable to be interfered with, as, the age of the deceased has been held to be as 44 years, as such, multiplier of '14' is required to be applied, in the present case. As such, the amount of compensation on account of loss of dependency, comes to Rs.3,29,700/- x 14 = Rs.46,15,800/-.

121. The amount, which has been awarded to the petitioners, under the head, 'loss of estate', 'funeral charges',

and 'loss of consortium', does not require any interference by this Court.

122. Thus, the amount of compensation is required to be enhanced and the petitioners are entitled to a sum of Rs.46,15,800/-.

123. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 7.5%, the said findings do not require any interference, by this Court.

124. Consequently, the present appeal is dismissed, by enhancing the awarded amount from Rs.14,30,800/- to Rs.46,15,800/-, along with interest @ 7.5% per annum. The award passed by the learned MACT is modified accordingly.

FAO (MV) No. 135 of 2020 arising out of MAC RBT Case No. 15-S/2 of 2018/2017

125. The present appeal has been filed by the Insurance Company, against the award passed by learned MACT(III), Shimla, Camp at Rohru, in MAC RBT Case No.15-S/2 of 2018/ 2017, titled as Sangeeta & Another versus Brij Mohan Jain & Others.

126. The petitioners have filed the said petition, on account of death of their mother Reshmi Devi, in the accident in question. As per the claim petition, she was earning Rs.12,000/- per month from selling vegetables and Rs.5,000/- per month by selling milk.

127. Petitioner No.1 Sangeeta has filed her affidavit, which is based upon her stand as taken in the petition. In the cross-examination, by the learned counsel appearing for respondent No. 2, she has admitted that no document regarding the income of her mother has been filed with the petition.

128. PW-4 Vijay Laxmi, deposed that the deceased had kept Jersey cows and she used to sell milk and vegetables, for her livelihood. She was earning Rs.5,00,000/- per annum.

129. Learned Tribunal has taken the income of Smt. Reshmi Devi as Rs.10,000/- per month and her age has been held to be 38 years.

130. The age of deceased Reshmi Devi has been pleaded by the petitioners, in the petition, as 41 years. As

such, the said findings require interference by this Court and the age of deceased Reshmi Devi is held to be as 41 years.

131. So far as the monthly income of deceased Reshmi Devi, is concerned, the said findings also require interference by this Court, as in view of the law laid down by the Hon'ble Supreme Court in **Shishu Pal's** case supra, the value of domestic care of a homemaker is liable to be taken as Rs.30,000/- per month.

132. In view of the decision of Hon'ble Supreme Court in **Pranay Sethi's** and considering the age of deceased Reshmi Devi, 25% increase is required to be given, towards future prospect. Thus, by adding 25% of her monthly income, the same comes to Rs.37,500/- (Rs.30,000/- + Rs.7,500/-). As such, the annual income comes to Rs.4,50,000/- (Rs.37,500/- X 12). The income tax component is liable to be deducted from the said income.

133. The age of the deceased, at the time of accident was held to be 41 years. As per the income tax slab, applicable for the financial year 2017-18, income of

Rs.2,50,000/- was exempted. Thus, out of Rs.4,50,500/-, the amount of total taxable income comes to Rs.2,00,000/- (Rs.4,50,000/- minus Rs.2,50,000/-). The said income falls within the tax slab of 5%. Thus, the tax component comes to Rs.10,000/-. The education cess @4% on the said amount of Rs.10,000/- is also liable to be deducted, which comes to Rs.400/-. Thus, the total tax component comes to Rs.10400/-. Hence, the total established annual income of the deceased comes to Rs.4,50,000/- minus Rs.10,400/- = Rs.4,39,600/-.

134. Out of the said amount, keeping in view the number of dependent, 1/3rd amount, on account of her personal expenses, is required to be deducted, had she been alive. Thus, the loss of contribution comes to Rs.4,39,600/- minus Rs.1,46,533 = Rs.2,93,067/-.

135. Learned MACT has applied the multiplier of '15', which is liable to be interfered with, as, the age of the deceased has been held to be as 41 years, as such, multiplier of '14' is required to be applied, in the present case. The said findings also require interference by this

Court. As such, the amount of compensation on account of loss of dependency, comes to Rs.2,93,067/- x 14 = Rs.41,02,938/-.

136. The amount, which has been awarded to the petitioners, under the head, 'loss of estate', 'funeral charges', and 'loss of consortium', does not require any interference by this Court.

137. Thus, the amount of compensation is required to be enhanced and the petitioners are entitled to a sum of Rs.41,02,938/-.

138. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 9% and the same requires interference, as, all the petitions have arisen out of the same accident and in order to maintain uniformity, the rate of interest is held to be 7.5% per annum.

139. Consequently, the present appeal is dismissed, by enhancing the awarded amount from Rs.17,90,120/- to Rs.41,02,938/-, along with interest @ 7.5% per annum. The award passed by the learned MACT is modified accordingly.

FAO (MV) No. 170 of 2024 arising out of MAC Case No.33-S/2 of 2022/19

140. Insurance Company has filed the appeal against the award, passed by the learned MACT, Shimla, in MACC No.33-S/2 of 2022/19, titled as 'Pinki versus Brij Mohan Jain & Another'.

141. The above titled claim petition has been filed, by the petitioner, on account of death of Shri Sohan Lal, husband of petitioner. The age of Sohan Lal, at the time of accident has been pleaded to be 47 years and in the postmortem report his has been mentioned as 48 years and the learned MACT has also held the age of deceased to be as 48 years.

142. As per the pleadings, he was painter by profession and used to grow vegetables on his land. As such, he was earning Rs.20,000/- per month.

143. In order to prove the said factual position, petitioner appeared in the witness-box as PW-1 and filed her affidavit Ex.PW-1/A, which is based on the assertions, as made in the petition. She has admitted that she has not

annexed any documentary proof regarding the proof of working, as well as, income of her husband.

144. The learned MACT has taken the monthly income of Shri Sohan Lal, during his life time, as Rs.10,000/- per month. Deposition regarding the income of deceased Sohan Lal was made by his wife, who cannot be said to be a stranger. When, she has deposed about the income of her husband, in the absence of any evidence, contrary to the said factual position, learned MACT has rightly taken the income of deceased Sohan Lal as Rs.10,000/-.

145. In view of the decision of Hon'ble Supreme Court in **Pranay Sethi's** and considering the age of deceased Sohan Lal, the learned MACT has rightly give 25% increase towards future prospects. Keeping in view the number of dependents, after deducting 1/3rd amount, towards his personal expenses, had he been alive, the learned MACT has rightly assessed the monthly income of Sohan Lal as Rs. 8334/-. The said findings do not require any interference by this Court

146. Learned MACT has rightly applied the multiplier of '13', as, the age of the deceased has been held to be as 48 years. The said findings also do not any require interference by this Court.

147. The amount, which has been awarded to the petitioner, by the learned MACT, under the conventional heads, i.e., 'loss of estate', 'funeral charges', and 'loss of consortium', does not require any interference by this Court.

148. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 9% and the same requires interference, by this Court, as, all the petitions have arisen out of the same accident and in order to maintain uniformity, the rate of interest is held to be 7.5% per annum.

149. Consequently, the present appeal is partly allowed, by reducing the rate of interest from 9% to 7.5% per annum. The award passed by the learned MACT is modified accordingly.

FAO (MV) No. 119 of 2020 arising out of MAC Petition No. 165-MAC/2 of 2017

150. The above titled appeal has been filed by the Insurance Company, against the award dated 05.12.2019, passed by learned MACT in MAC Petition No. 165-MAC/2 of 2017, titled as Tulsa Devi & Others versus Brij Mohan Jain & Another,

151. The petitioners have filed the said petition against the respondents, seeking compensation on account of death of Shri Jagar Singh, husband of petitioners No.1 and 2 and father of petitioners No.3 to 6. As per the claim petition, Shri Jagar Singh, at the time of his death was 49 years and he was carpenter by profession and was earning Rs.500/- per day and Rs.6,000/- per month from agriculture pursuits.

152. Learned MACT, on the basis of the evidence, so adduced before it, has taken the income of Shri Jagar Singh as Rs.6,000/- per month.

153. Petitioner No.1 Tulsa Devi appeared in the witness-box as PW-1 and filed her affidavit as Ex. PW-1/A.

According to her deposition, her husband was agriculturist and carpenter by profession and he was earning Rs.6,000/- per month. Petitioner No.1 herself has admitted the income of her husband as Rs.6,000/- and remained silent about the income of her husband from other sources. As such, the learned MACT has rightly taken his income as Rs.6,000/- per month.

154. Age of Jagar Singh has been mentioned as 50 years, in the postmortem report and in the petition, it has been pleaded as 49 years. As such, the learned MACT has rightly taken the age of the deceased as 49 years. The said findings do not require any interference, by this Court.

155. The learned MACT has rightly added 25%, towards future prospects, in the monthly income of the deceased and deducted 1/4th amount, towards his personal expenses. Learned MACT has rightly applied the multiplier of '13', as the age of the deceased has been held to be 49 years.

156. The learned MACT has rightly awarded a sum of Rs. 8,77,500/-, under the head 'loss of contribution', and the same needs no interference, by this Court.

157. The learned MACT has also awarded compensation to the petitioners, under the conventional heads, i.e., 'loss of estate', 'funeral charges', however, on account of 'loss of consortium', the learned MACT has awarded compensation only to petitioner No.1. The Hon'ble Supreme Court in **Nanu Ram's** case supra, has held that all the claimants are also entitled to the compensation, under the head 'loss of consortium'. As such, the said findings require interference by this Court.

158. Consequently, all the claimants are entitled to the compensation, which is as under:-

1. Loss of contribution = Rs.8,77,500/-
 2. Loss of estate = ₹15,000/-
 3. Funeral expenses = ₹15,000/-
 4. Loss of consortium = ₹2,40,000/- (₹40,000 x 6)
- Total= Rs.11,47,500/-

159. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 7% per

annum. The same needs to be enhanced to 7.5%, as, all the petitions have arisen out of the same accident and in order to maintain uniformity, the rate of interest is held to be 7.5% per annum.

160. Consequently, the present appeal is dismissed, by enhancing the amount of compensation from Rs.9,47,500/- to Rs.11,47,500/-, along with interest @ 7.5% per annum. The award passed by the learned MACT is modified accordingly.

FAO (MV) No. 215 of 2023 arising out of MAC Petition No.5-S/2 of 2018

161. Insurance Company has filed the appeal against the award, passed by the learned MACT, Shimla, in MAC Petition No.5-S/2 of 2018, titled as 'Subi Devi & Others versus Brij Mohan Jain & Others'.

162. The above titled claim petition has been filed, by the petitioners, on account of death of Promila @ Urmila, daughter of petitioner No.1 and sister of petitioners No. 2 and 3. The age of deceased, at the time of accident has been pleaded to be as 14 years.

163. Learned MACT has taken the notional income of Ms. Promila @ Urmila and rightly awarded the compensation, to the tune of ₹ 8,00,000/-, with interest @ 7.5% per annum, which findings do not require any interference by this Court.

164. Consequently, the appeal is dismissed.

FAO (MV) No. 127 of 2025 arising out of MACT Case RBT No.46-R/2 of 2023/17

165. Respondent No.1-Brij Mohan Jain (owner) has filed the appeal against the award, passed by the learned MACT, Rohru, District Shimla, in MACT Case RBT No.46-R/2 of 2023/17, titled as 'Akshay Kumar & Others versus Brij Mohan Jain & Another'.

166. The above titled claim petition has been filed, by the petitioners, on account of death of Smt. Kiran Devi, mother of the petitioners. The age of Kiran Devi, at the time of accident, has been pleaded to be 38 years. In the Nakal Parivar Register, Ex.PW-1/E, her year of birth has been recorded as 1979. As such, her age is proved to be 38 years.

167. According to the petitioners, the deceased was working as Safai Karamchari in M.C. Rohru and besides this, was also a house wife. As such, she was earning Rs.13,000/- per month.

168. Petitioner No.1, appeared in the witness-box, as PW-1 and filed his affidavit, Ex.PW-1/A, in which, he has deposed that his mother was working as Safai Karamchari, with M.C. Rohru, on part time basis. Her age, at the time of accident was 38 years.

169. Learned MACT has taken the income of deceased Kiran as Rs.10,000/- per month, whereas, 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/-.

170. In view of the decision of Hon'ble Supreme Court in **Pranay Sethi's** and considering the age of deceased Kiran Devi, 40% increase is required to be given, towards future prospect. Thus, by adding 40% of his monthly income, the same comes to Rs.42,000/- (Rs.30,000/- + Rs.12,000/-). As such, the annual income comes to Rs.5,04,000/-

(Rs.42,000/- X 12). The income tax component is liable to be deducted from the said income.

171. The age of the deceased, at the time of accident was held to be 38 years. As per the income tax slab, applicable for the financial year 2017-18, income of Rs.2,50,000/- was exempted. Thus, out of Rs.5,04,000/-, the amount of total taxable income comes to Rs.2,54,000/- (Rs.5,04,000/- minus Rs.2,50,000/-). Out of the said amount, Rs.2,50,000/- falls within the tax slab of 5%, whereas, remaining Rs.4,000/- falls within the tax slab of 20%. Thus, the tax component comes to Rs.13,300/-. The education cess @4% on the said amount of Rs.13,300/- is also liable to be deducted, which comes to Rs.532/-. Thus, the total tax component comes to Rs.13832/-. Hence, the total established annual income of the deceased comes to Rs.5,04,000/- minus Rs.13832/- = Rs.4,90,168/-.

172. Out of the said amount, keeping in view the number of dependent, 1/4th amount, on account of her personal expenses, is required to be deducted, had she been

alive. Thus, the loss of contribution comes to Rs.4,90,168/- minus Rs.1,22,542 = Rs.3,67,626/-.

173. Learned MACT has wrongly applied the multiplier of '14', since, the age of the deceased has been held to be 38 years, as such, in view of **Sarla Verma' (Smt) and others versus Delhi Transport Corporation and another**, reported in **(2009) 6 Supreme Court Cases 121**, the multiplier of '15' is required to be applied, in the present case. The said findings also require interference by this Court. As such, the amount of compensation on account of loss of dependency, comes to Rs.3,67,626/- x 15 = Rs.55,14,390/-.

174. Learned MACT has also awarded compensation to the petitioners under the conventional heads, 'loss of estate', 'funeral charges', and 'loss of consortium', and also awarded 10% increase, after every three years. Such approach of the learned MACT is not sustainable, in the eyes of law, as the Hon'ble Supreme Court in **Pranay Sethi's** case supra, has mandated that the said amount will be increased from the date of passing of the judgment. The judgment, in this case, was passed in the year 2024 and the

accident had taken place in the year 2017. As such, the petitioners are held entitled to a sum of Rs.15,000/- under the head 'funeral expenses', Rs.15,000/- under the head 'loss of estate' and Rs.40,000/- to each of the petitioners, i.e., total Rs.2,40,000/-, under the head 'loss of consortium'.

175. Thus, the petitioners are entitled to the compensation, as under:-

- | | |
|---------------------------|----------------------------|
| 1. Loss of contribution = | Rs.55,14,390/- |
| 2. Loss of estate = | ₹15,000/- |
| 3. Funeral expenses= | ₹15,000/- |
| 4. Loss of consortium= | ₹2,40,000/- (₹40,000 x 6) |
| Total= | Rs.57,84,390/- |

176. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 6%, which is required to be enhanced to 7.5% per annum, in order to maintain uniformity, as, all the petitions have arisen out of the same accident. Ordered accordingly.

177. Consequently, the present appeal is allowed of, by enhancing the awarded amount from Rs.19,01,700/- to Rs.57,84,390/-, with interest @ 7.5% per annum and the Insurance Company is held liable to pay the compensation.

The order passed by the learned MACT is modified accordingly.

FAO (MV) No. 121 of 2020 arising out of MAC Petition No.163-MAC/2 of 2017

178. Insurance Company has filed the appeal against the award, passed by the learned MACT-1, Sirmaur District at Nahan, in MAC Petition No.163-MAC/2 of 2017, titled as 'Bhag Singh & Another versus Brij Mohan Jain & Another'.

179. The above titled claim petition has been filed, by the petitioners, on account of death of their son Shri Dalip Singh. The age of Dalip Singh, at the time of accident, has been pleaded to be 18 years. According to the petitioners, he was earning Rs.400/- per day, by working as skilled labour and Rs.5,000/- per month from agricultural work.

180. Petitioner No.2, when appeared in the witness-box, as PW-1, deposed that her son was earning Rs.5,000/- per month from agricultural work. On the basis of the said evidence, the learned MACT has rightly taken the income of the deceased as Rs.6,000/- per month.

181. Keeping in view the age of deceased Dalip Singh, as well as, the decision of Hon'ble Supreme Court in **Pranay Sethi's** case supra and the number of dependents, the learned Tribunal has rightly held the monthly income of the deceased as Rs. 4200/-. Learned MACT has applied the multiplier of '18', which is the appropriate multiplier, in the present case. Thus, the loss of contribution to the tune of Rs.4200/- x 12 x 15 = Rs.9,07,200/- has rightly been awarded by the learned Tribunal, needs no interference by this Court.

182. Learned MACT has also awarded compensation to the petitioners under the heads, 'loss of estate', and 'funeral charges', however, no amount has been awarded under the head 'loss of consortium'. In view of the law laid down by the Hon'ble Supreme Court in **Nanu Ram's** case supra, both the petitioners are entitled to a sum of Rs.40,000/- each, as compensation, under the head 'loss of consortium'.

183. Thus, the amount of compensation is required to be enhanced and the petitioners are entitled to a sum of Rs.9,37,200/- + Rs.80,000/- = Rs.10,17,200/-.

184. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 7% per annum. The same needs to be enhanced to 7.5%, as, all the petitions have arisen out of the same accident and in order to maintain uniformity, the rate of interest is held to be 7.5% per annum.

185. Consequently, the present appeal is dismissed, by enhancing the awarded amount from Rs.9,37,200/- to Rs.10,17,200/- with interest @ 7.5% per annum. The award passed by the learned MACT is modified, accordingly.

FAO (MV) No. 136 of 2025 arising out of MACT Case RBT No.49-R/2 of 2023/17

186. Respondent No.1-Brij Mohan Jain has filed the appeal against the award, passed by the learned MACT, Rohru, District Shimla, in MACT Case RBT No.49-R/2 of 2023/17, titled as 'Akshay Kumar & Others versus Brij Mohan Jain & Another'.

187. The above titled claim petition has been filed, by the petitioners, on account of death of their father, Shri Sanjeev Kumar. As per the claim petition, age of deceased Sanjeev Kumar, at the time of accident, was 40 years.

188. According to the petitioners, the deceased was working as Safai Karamchari in N.A.C. Rohru, on part time basis and he was earning Rs.13,000/- per month.

189. Petitioner No.1, Akshay Kumar appeared in the witness-box, as PW-1 and filed his affidavit, Ex.PW-1/A, in which, he has deposed that his father was working as Safai Karamchari, with N.A.C. Rohru, and also in Hotels and shops, on part time basis. He was earning Rs.13,000/- per month. His age, at the time of accident, was 40 years. He has admitted that he has no documentary proof that his father, during his lifetime, was working as part time Safai Karamchari in NAC Rohru.

190. On the basis of the said evidence, learned MACT has taken the income of Shri Sanjeev Kumar as Rs.10,000/- per month. In such situation, the material question, which arises for determination, before this Court is as to whether

the learned MACT, has rightly assessed the monthly income of the deceased as Rs.10,000/- per month, that too, in the absence of any documentary proof, in this regard.

191. The answer to this question is in negative. Simply, because the provisions of M.V. Act, are beneficial peace of legislation, does not mean that whatsoever, amount assessed by the learned MACT, is liable to be affirmed.

192. Petitioner No.1, has deposed, in his examination-in-chief, that his father was earning Rs.13,000/-, per month, however, at the same time, he has admitted that he is having no documentary proof. In such situation, to the considered opinion of this Court, the learned MACT has fallen in an error while assessing the monthly income of the deceased as Rs. 13000/- and, in the absence of any documentary proof, the monthly income of the deceased, during his lifetime, is held to be Rs.7,000/- per month.

193. In view of the decision of Hon'ble Supreme Court in **Pranay Sethi's** case supra and considering the age of deceased Sanjeev Kumar, 25% increase is required to be given, towards future prospects. Thus, by adding 25% of his

monthly income, the same comes to Rs.8,750/- (Rs.7,000/- + Rs.1,750/-). Out of the said amount, keeping in view the number of dependent, $1/4^{\text{th}}$ amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income is assessed as Rs. 6562/-.

194. Learned MACT has applied the multiplier of '13', which is liable to be interfered with, as, the age of the deceased has been held to be as 40 years, as such, in view of the ratio laid down by the Hon'ble Supreme Court in **Sarla Verma's** case supra, multiplier of '15' is required to be applied, in the present case. Thus, the loss of contribution comes to Rs.6,562/- x 12 x 15 = Rs.11,81,160/-.

195. So far as the amount of compensation awarded under the conventional heads, 'loss of estate' and 'funeral charges', is concerned, no interference is required, whereas, the learned MACT has awarded compensation under the head 'loss of consortium', to each of the petitioners, by giving increase of 10% increase, after every three years. Such approach of the learned MACT is not sustainable, in the eyes of law, as the Hon'ble Supreme Court in **Pranay**

Sethi's case supra has mandated that the said amount will be increased @ 10% after every three years, from the date of passing of the judgment. The judgment, in this case, was passed in the year 2024 and the accident had taken place in the year 2017. As such, the petitioners are only held entitled to a sum of Rs.15,000/- under the head 'funeral expenses', Rs.15,000/- under the head 'loss of estate' and Rs.40,000/- to each of the petitioners, i.e. total Rs.2,40,000/-, under the head 'loss of consortium'.

196. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 6% per annum. The same needs to be enhanced to 7.5%, as, all the petitions have arisen out of the same accident and in order to maintain uniformity, the rate of interest is held to be 7.5% per annum.

197. Consequently, the present appeal is allowed, by reducing the awarded amount from Rs.17,89,200/- to Rs.14,51,160/-, however, the rate of interest is enhanced from 6% per annum to 7.5% per annum and the Insurance

Company is held liable to pay the compensation. The award passed by the learned MACT is modified accordingly.

FAO (MV) No. 141 of 2024 arising out of MACT Petition No.209-N/2 of 2017

198. Insurance Company has filed the appeal against the award, passed by the learned MACT, Paonta Sahib, District Sirmaur, in MACT Petition No.209-N/2 of 2017, titled as 'Santo Devi & Others versus Brij Mohan Jain & Another'.

199. The above titled claim petition has been filed, by the petitioners, being mother, widow, son and daughters of Shri Surinder Singh, who has expired in the accident, in question. As per the claim petition, Surender Singh, at the time of his death was 44 years. According to the petitioners, the deceased was agriculturist and was earning Rs.12,000/- per month.

200. Petitioner No.2, Kaushalya Devi, when appeared in the witness-box, as PW-1, has deposed that her husband was earning Rs.12,000/- to 15,000/- per month.

Admittedly, she has not produced any documentary proof regarding the income of her husband.

201. Learned MACT has taken the income of deceased Surender Singh as Rs.6,000/- per month. Said approach of the learned MACT is not sustainable in the eyes of law, as, there was no occasion for the learned MACT to take the income of Shri Surender Singh as notional, since, his wife has categorically deposed about his earnings between Rs.12,000/- to Rs.15,000/- per month. The deposition, on oath, cannot be brushed aside, merely, in the absence of Jamabandi, as has been held by the learned MACT.

202. Considering the stand of PW-1, this Court is of the view that the ends of justice would be met if the monthly income of deceased Surender Singh is taken as Rs.7,000/- per month.

203. In view of the decision of Hon'ble Supreme Court in **Pranay Sethi's** and considering the age of deceased Surinder Singh, 25% increase is required to be given, towards future prospect. Thus, by adding 25% of his monthly income, the same comes to Rs.8,750/- (Rs.7,000/-

+ Rs.1,750/-). Out of the said amount, keeping in view the number of dependent, $1/5^{\text{th}}$ amount, on account of his personal expenses, is required to be deducted, had he been alive. Thus, his monthly income comes to Rs.7,000/-.

204. Learned MACT has applied the multiplier of '14', which is the appropriate multiplier, keeping in view the age of the deceased, which is held to be as 44 years. Thus, the loss of contribution comes to Rs.7000/- x 12 x 14 = Rs.11,76,000/-.

205. So far as the amount of compensation awarded under the conventional heads, 'loss of estate', 'funeral charges', and 'loss of consortium', is concerned, the learned MACT has given the increase of 10%. Such approach of the learned MACT is not sustainable, in the eyes of law, as the Hon'ble Supreme Court in **Pranay Sethi's** case has mandated that the said amount will be increased @ 10%, after every three years, from the date of passing of the judgment. The judgment, in the present case, was passed in the year 2023 and the accident had taken place in the year 2017. As such, the petitioners are only held entitled to a

sum of Rs.15,000/- under the head 'funeral expenses', Rs.15,000/- under the head 'loss of estate' and Rs.40,000/- to each of the petitioners, i.e. total Rs. 2,80,000/-, under the head 'loss of consortium'.

206. Viewed thus, the petitioners are held entitled to enhanced compensation to the tune of Rs. 11,76,000/- + Rs. 15,000/- + Rs. 15,000/- + Rs. 2,80,000/- = Rs. 14,86,000/-.

207. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 6% per annum. The same needs to be enhanced to 7.5%, as, all the petitions have arisen out of the same accident and in order to maintain uniformity, the rate of interest is held to be 7.5% per annum.

208. Accordingly, the amount of compensation is required to be enhanced. Consequently, the present appeal is dismissed, by enhancing the awarded amount from Rs.12,25,500/- to Rs.14,86,000/-and rate of interest from 6% to 7.5 % per annum. The award passed by the learned MACT is modified accordingly.

FAO (MV) No. 216 of 2023 arising out of MAC Petition No.6-S/2 of 2018

209. Insurance Company has filed the appeal against the award, passed by the learned MACT, Shimla, in MAC Petition No.6-S/2 of 2018, titled as 'Subi Devi & Others versus Brij Mohan Jain & Others'.

210. The above noted claim petition has been filed, by the petitioners, on account of death of Radha, daughter of petitioner No.1 and sister of petitioners No.2 and 3. The age of deceased, at the time of accident, has been pleaded to be as 14 years.

211. Learned MACT has taken the notional income of Ms. Radha and has rightly awarded the compensation, to the tune of Rs. 8,90,000/-, with interest @ 7.5% per annum, which findings, do not require any interference, by this Court.

212. Consequently, the appeal is dismissed.

FAO (MV) No. 217 of 2023 arising out of MAC Case No.38-S/2 of 2017

213. Insurance Company has filed the appeal against the award, passed by the learned MACT(II), Shimla, in MAC

Petition No.38-S/2 of 2017, titled as 'Pinki versus Brij Mohan Jain & Another'.

214. The above noted claim petition has been filed, by the petitioners, being widow daughter and son of deceased Ramesh Chand. The age of Ramesh Chand, at the time of accident, has been pleaded to be 46 years.

215. As per the claim petition, the deceased was agriculturist and horticulturist and is earning Rs.1,00,000/- per month. Elaborating their stand, it has been pleaded that he was a progressive horticulturist and an expert pruner.

216. In order to prove the said factual position, petitioner No.1, Sarita Devi, appeared in the witness-box as PW-1 and deposed that her husband was earning Rs.1,00,000/- per month, by grafting and cutting in the apple orchard. PW-2, Bisham Singh Thakur, deposed that he used to pay Rs.70,000/- to 80,0000/- to Ramesh for cutting and pruning. The learned MACT has taken the income of Shri Ramesh, during his life time as Rs.9,000/- per month, on notional basis. The said findings are not

sustainable, in the judicial scrutiny by this Court, as the pruning work is seasonal in nature. As such, the income of deceased Ramesh, during his life time can be taken as Rs.7,000/- per month.

217. The petitioners have pleaded the age of deceased Ramesh Chand, as 46 years. As per the matriculation certificate annexed with the petition, the date of birth of the deceased Ramesh Chand was 04.08.1968. As such, age of the deceased was 49 years, at the time of accident.

218. In view of the decision of Hon'ble Supreme Court in **Pranay Sethi's** and considering the age of deceased Ramesh Chand, 25% increase is required to be given, towards future prospects. Thus, by adding 25% of his monthly income, the same comes to Rs.8,750/- (Rs.7,000/- + Rs.1,750/-). Out of the said amount, 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.5833/-.

219. Learned MACT has rightly applied the multiplier of '13', as, the age of the deceased has been held to be as 49

years. Thus, the petitioners are entitled to compensation of Rs.5833/- x 12 x 13= Rs.9,09,948/-, under the head 'loss of dependency'.

220. The amount, which has been awarded to the petitioners, by the learned MACT, under the conventional heads, i.e., 'loss of estate', 'funeral charges', and 'loss of consortium', does not require any interference by this Court. Thus, the total compensation comes to Rs. 9,09,948/- + Rs. 15,000/- + Rs. 15,000/- + Rs. 1,20,000/- = Rs.10,59,948/-.

221. Consequently, the present appeal is partly allowed, by reducing the amount of compensation from Rs.14,66,172 to Rs.10,59,948/-. The award passed by the learned MACT is modified accordingly.

FAO (MV) No. 239 of 2024 arising out of MAC Petition No.55-S/2 of 2019

222. Insurance Company has filed the appeal against the award, passed by the learned MACT(II), Shimla, in MAC Petition No.55-S/2 of 2019, titled as 'Anita & Others versus Brij Mohan Jain & Another'.

223. The above noted claim petition has been filed, by the petitioners, on account of death of Kaku @ Punnu, being his widow and parents, in the accident in question. The age of Kaku, at the time of accident, has been pleaded to be 23 years.

224. As per the claim petition, the deceased was painter by profession and also used to grow vegetables. He is stated to be earning Rs.20,000/- per month from painting work and Rs.10,000/- per month, from the vegetables.

225. Petitioner No.1, Anita, when appeared in the witness-box, as PW-2, has filed her affidavit Ex.PW-2/A, in which, she has changed her version, as taken in the claim petition, by deposing that her husband used to earn Rs.20,000/- per month from vegetables and Rs.10,000/- per month from painter work.

226. The learned MACT has taken the income of deceased Kaku, during his life time, as per the daily wages pertaining to agriculture labourer, in the year 2017, as Rs.210/- per day, or to say Rs.6300/- per month. The said findings do not require any interference by this Court.

227. The petitioners have pleaded the age of deceased Kaku, as 23 years.

228. In view of the decision of Hon'ble Supreme Court in **Pranay Sethi's** and considering the age of deceased Kaku, 40% increase is required to be given, towards future prospects. Thus, by adding 40% of his monthly income, the same comes to Rs.8,820/- (Rs.6300/- + Rs.2,520/-). Out of the said amount, 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.5880/-. The said findings require interference by this Court.

229. Learned MACT has applied the multiplier of '18'. Keeping in view the age of the deceased, the said multiplier is the appropriate multiplier. Thus, the petitioners have rightly been held entitled to compensation of Rs.5880/-x12 x 18= Rs.12,70,080/-, under the head 'loss of dependency'.

230. The learned MACT has rightly awarded compensation under the conventional heads, i.e., 'loss of estate', and 'funeral charges', however, the learned MACT

has awarded compensation under the head 'loss of consortium', only to one petitioner, which is required to be awarded to all the petitioners, as per the mandate of the Hon'ble Supreme Court in **Nanu Ram**'s case supra.

231. Thus, the petitioners are held entitled to the compensation, as under:-

<i>1. Loss of income</i>	=	<i>Rs. 12,70,080/-</i>
<i>2. Loss of consortium</i>	=	<i>Rs. 1,20,000/-</i>
<i>3. Loss of estate</i>	=	<i>Rs. 15,000/-</i>
<i>4. Funeral Expenses</i>	=	<i>Rs. 15,000 /-</i>

Total	=	Rs.14,20,080/-.
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232. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 9% and the said findings require interference, by this Court, as, all the petitions, have arisen out of the same accident and in order to maintain uniformity, the rate of interest is held to be 7.5% per annum.

233. Consequently, the present appeal is partly allowed, by enhancing the amount of compensation from Rs.13,40,080/- to Rs.14,20,080/-, along with interest @ 7.5%. The award passed by the learned MACT is modified accordingly.

FAO (MV) No. 240 of 2024 arising out of MAC Petition No.41-S/2 of 2019

234. Insurance Company has filed the present appeal against the award, passed by the learned MACT(II), Shimla, in MAC Petition No.41-S/2 of 2019, titled as 'Kamla & Others versus Brij Mohan Jain & Another'.

235. The above titled claim petition has been filed, by the petitioners, seeking compensation, on account of death of Ajab Singh, being his widow, daughter, son and widowed mother, in the accident in question. The age of Ajab Singh, at the time of accident, has been pleaded to be as 38 years.

236. As per the claim petition, the deceased was painter by profession and also used to grow vegetables. He is earning Rs.15,000/- per month from painting work and Rs.10,000/- per month, from the vegetables.

237. In order to prove the above factual position, petitioner No.1, appeared in the witness-box, as PW-2, and filed her affidavit Ex.PW-2/A, in which, she has again asserted the fact that her husband was a painter by profession and earning Rs.15,000/- per month, by painting working and Rs.10,000/- by growing vegetables.

238. The learned MACT has taken the income of deceased Ajab Singh, during his life time, as per the daily wages pertaining to agriculture labourer, in the year 2017, as Rs.210/- per day, or to say Rs.6300/- per month. The said findings do not require any interference by this Court.

239. The petitioners have pleaded the age of deceased Kaku, as 38 years.

240. In view of the decision of Hon'ble Supreme Court in **Pranay Sethi's** case and considering the age of deceased Ajab Singh, 40% increase is required to be given, towards future prospect. Thus, by adding 40% of his monthly income, the same comes to Rs.8,820/- (Rs.6300/- + Rs.2,520/-). Out of the said amount, 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.6615/-. The said findings do not require any interference, by this Court.

241. Keeping in view the age of the deceased, the learned MACT has rightly applied the multiplier of '15' and has rightly held the petitioners entitled to compensation to the tune of Rs.6615/-x12x15= Rs.11,90,700/-, under the head 'loss of dependency'.

242. The compensation has been awarded to the petitioners, by the learned MACT, under the conventional heads, i.e., 'loss of estate', and 'funeral charges', however, the learned MACT has awarded compensation under the head 'loss of consortium', only to one petitioner, which is required to be awarded to all the petitioners, as per the mandate of the Hon'ble Supreme Court in **Nanu Ram's** case supra.

243. Thus, the petitioners are entitled to the compensation, as under:-

1. *Loss of income* = Rs. 11,90,700/-

2. *Loss of consortium*= Rs.1,60,000/-

3. *Loss of estate* = Rs. 15,000/-

4. *Funeral Expenses* = Rs. 15,000 /-

Total = **Rs.13,80,700/-**

244. So far as the rate of interest is concerned, the learned MACT has awarded the interest at the rate of 9% and the said findings require interference, by this Court, as, all the petitions, have arisen out of the same accident and in order to maintain uniformity, the rate of interest is held to be 7.5% per annum.

245. Consequently, the present appeal is partly allowed, by enhancing the amount of compensation from Rs.12,60,700/- to Rs.13,80,700/-, along with interest @ 7.5%. The award passed by the learned Tribunal is modified accordingly.

246. Parties are left to bear their own costs.

247. Memo of costs be prepared accordingly.

248. Record be sent back.

249. Copy of the judgment be placed on the files, in the connected appeals.

(Virender Singh)
Judge

30th July, 2026 *(rajni/ps)*