

IN THE HIGH COURT OF HIMACHAL PRADESH SHIMLA

FAO (MV) No. : 568 of 2018

Reserved on : 05.08.2026

Decided on : 27.08.2026

Uploaded on : 27.08.2026

National Insurance Company Limited ...Appellant

Versus

Jotu Devi and Another Respondents

Coram:

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

Whether approved for reporting? Yes

For the Appellant : Ms. Sunita Sharma, Senior Advocate with Ms. Harshita Dogra & Ms. Manisha Kumari, Advocates.

For the Respondents : Mr. Raj Kumar Negi, Advocate, for respondent No.1.

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

Virender Singh, Judge

Appellant-National Insurance Company Limited

has filed the present appeal, under Section 173 of the Motor Vehicles Act, (hereinafter referred to as the 'M.V. Act'), against the award dated 18.08.2018, passed by the learned Motor Accident Claims Tribunal-II, Kinnaur at Rampur Bushehar, H.P., (hereinafter referred to as the 'learned Tribunal'), in M.A.C.

¹Whether reporters of Local Papers may be allowed to see the judgment?

Petition No.79-R/2 of 2015, titled as Jotu Devi versus Ram Lal & Another.

2. By way of award dated 18.08.2018, the learned Tribunal has allowed the claim petition, filed by respondent No.1, and awarded a sum of Rs.11,73,000/- along with interest @ 9% per annum, from the date of filing of the petition till the realization of the amount. However, the ultimate liability to pay the amount of compensation, along with interest, has been fastened upon the Insurance Company (appellant).

3. For the sake of convenience, parties to the present appeal, are hereinafter referred to, in the same manner, in which, they were referred to, by the learned Tribunal.

Brief Facts:-

4. Brief facts, leading to the filing of the present appeal, as borne out from the record, may be summed up, as under:-

4.1. Ptitioner Jotu Devi, being mother of deceased Kishori Lal, who has died in a roadside accident, had filed the claim petition, under Section 166 of M.V. Act, before the learned Tribunal, against the respondents, being owner and insurer of vehicle No.HP06A-4881, (hereinafter referred to as 'the offending vehicle').

4.2. According to the petitioner, Kishori Lal was travelling in the offending vehicle, which was being driven by its driver in a rash and negligent manner. At about 04.05 p.m., when, the offending vehicle reached at Bhutti Kainchi near Naula, Kumarsain, then, the driver could not control the same and resultantly, the offending vehicle rolled down in a deep gorge.

4.3. In the accident Kishori Lal received fatal injuries and died on the spot. Postmortem examination of his dead body was conducted at CHC Kumarsain, District Shimla H.P.

4.4. The matter was also reported to the police of Police Station, Kumarsain, where, FIR No.28/15, dated 30.03.2015, has been registered.

4.5. According to the petitioner, Kishori Lal, at the time of his death was 29 years of age. He was mason by profession and used to earn Rs.9,000/- per month. He also used to earn Rs.6,000/- from agriculture and horticulture work pursuits. As such, his total earning has been pleaded as Rs.15,000/- per month.

4.6. Since, the accident, in question, has solely been attributed to the rash and negligent driving of the driver of the offending vehicle, as such, the petitioner has sought an amount

of Rs.15,00,000/-, along with interest, as compensation from the respondents, by pleading her bright past and bleak future.

Stand of the respondents before the learned Tribunal

5. When, put to notice, the claim petition has been contested by the respondents.

5.1. Respondent No.1 has filed his separate reply, in which, factum of accident has not been denied. It has also not been disputed that the deceased was travelling in the offending vehicle. It has also been admitted that the offending vehicle is insured with respondent No.2. It has also been contended that the offending vehicle was being driven cautiously and within the speed limit and the accident had taken place due to sudden mechanical failure.

6. Respondent No.2 has filed its separate reply, by taking the preliminary objections that the claim petition is not maintainable; petitioner has filed the present petition in collusion with respondent No.1, with the intention to claim compensation; the driver of the offending vehicle was not having a valid and effective license, at the time of accident; and the offending vehicle was being plied, in violation of the terms and conditions of the insurance policy.

6.1. On merits, the contents of the claim petition have been denied mainly for want of knowledge, however, registration of the FIR has not been disputed.

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

8. From the pleadings of the parties, following issues were framed by the learned Tribunal, vide order dated 23.08.2016:

- 1) *Whether deceased Kishori Lal died in a motor vehicle accident on 30.03.2015 at 4.05 p.m., at Bhutti Kainchi near Naula due to the rash and negligent driving of vehicle No.HP-06A-4881 (Maruti-800) by its driver?* OPP
- 2) *If issue No.1 is proved in affirmative, to what amount of compensation and from whom, is the petitioner entitled to?* OPP
- 3) *Whether the petition is not maintainable, in the present form, as alleged?* OPR-2
- 4) *Whether the petition has been filed in collusion with respondent No.1, as alleged?* OPR-2
- 5) *Whether the driver was not possessed of a valid and effective driving license to drive the vehicle at the time of accident, as alleged?* OPR-2
- 6) *Whether the vehicle was being plied without any valid registration certificate, fitness certificate and in violation of terms and conditions of the insurance policy and the provisions of the Motor Vehicles Act, as alleged?* OPR-2
- 7) *Relief.*

9. Thereafter, parties to the lis were directed to adduce evidence.

10. After closure of the evidence, the learned Tribunal, upon hearing learned counsel for the parties, has allowed the claim petition of the petitioner, by awarding the compensation, as referred to above.

Contentions of the appellant (Insurer)

11. Aggrieved from the said award, the present appeal has been preferred by the Insurance Company, before this Court, mainly, on the ground that the learned Tribunal has wrongly decided issue No.5, as according to the Insurance Company, the driver of the offending vehicle, at the relevant time, was having the driving licence issued from Nagaland, which was fake and not issued from RTO Nagaland. The appellant has examined Shri Prittam Singh, who is investigator of the Insurance Company. He has proved the information received under the Right to Information Act, as Ex.RW-1/C, which, according to the appellant, is admissible, in evidence, as per Section 65 and Section 74 of the Indian Evidence Act.

11.1. The findings of the learned Tribunal have also been assailed, on the ground, that the learned Tribunal has wrongly applied multiplier of '17', as the age of deceased was 29

years and according to the appellant, multiplier should have been applied, keeping in view the age of petitioner, being mother of deceased.

11.2. The award has further been assailed, on the ground, that the Insurance Company has taken the steps to serve the officer from Nagaland, and the learned Tribunal has failed to ensure the presence of the witness from Nagaland, as such, according to the Insurance Company, an opportunity should have been granted to the appellant to lead secondary evidence or to secure the presence of witness from the office of RTO Nagaland.

12. On the basis of the above grounds of appeal, Ms. Sunita Sharma, learned Senior Advocate, assisted by Ms. Harshita Dogra and Ms. Manisha Kumar, Advocates, has prayed that the appeal may kindly be allowed and the Insurance Company may kindly be exonerated from indemnifying respondent No.1.

Contentions of learned Counsel for the respondents (petitioners before the Tribunal)

13. Per contra, Mr. Raj Kumar Negi, learned counsel appearing for respondent No.1, has supported the award and prayed that the awarded amount may kindly be

enhanced, so that, the same could fall within the definition of 'just compensation'.

14. Mr. Vinay Thakur, Advocate, appearing for respondent No.2 has supported the award, passed by the learned Tribunal and prayed that the appeal sans merit and the same may kindly be dismissed.

Discussion and Analysis

15. In order to decide the controversy, involved in the present appeal, it would be just and appropriate for this Court to discuss the evidence, so adduced by the parties, before the learned Tribunal.

16. In this case, in order to substantiate the case as set up by her, petitioner Jotu Devi, stepped into the witness-box as PW-1 and tendered her affidavit as Ex.PW-1/A, which is based upon the assertions made by her in the claim petition.

17. In the cross-examination, this witness has denied that the accident, in question, had taken place due to the technical defect, which had occurred, in the offending vehicle. She has also denied that in the accident, in question, the driver was not at fault. Other suggestions, qua the fact that her son was not working as mason, nor, he was earning Rs.15,000/- per month, have been denied by her.

18. PW-2, Madan Lal, has tendered his affidavit Ex.PW-2/A, in evidence, in which, he has been deposed that deceased Kishori Lal was mason by profession and earning Rs.500/- per day. In the cross-examination, this witness has denied the suggestion with regard to the occupation of Kishori Lal.

19. To rebut this evidence, Mr. Rajesh Kumar, Advocate, appearing for respondent No.1 (owner) has tendered in evidence copy of Registration Certificate Ex.R-1, copy of Driving Licence Ex. R-2 and copy of Insurance Policy Ex.R-3, and closed the evidence, on behalf of respondent No.1.

20. On behalf of respondent No.2-Insurer, Shri Pritam Singh Chandel, appeared in the witness-box RW-1, and deposed that he has been appointed as investigator in this case and submitted his report dated 03.03.2016, which is Ex.RW-1/A. According to him, he has obtained the information from District Transport Officer Tuensang, Nagaland, and in pursuance of this application, it has been informed that no record has been found in respect of Driving License No.38619/TV/T/2010, in their office. He has proved the said information as Ex.RW-1/C.

21. In the cross-examination, this witness has deposed that he has not brought the copy of the application, which, he has submitted to District Transport Officer Tuensang, Nagaland, nor he could produce the same. He has admitted that no record from District Transport Officer Tuensang, Nagaland, has been produced by him, which could prove that Ex.RW-1/C was issued by them. Voluntarily stated that he has obtained the information, under the Right to Information Act. Thereafter, the counsel for the respondent on 06.09.2017, closed the evidence on behalf of respondent No.2.

22. Onus to prove the willful violation of the terms and conditions of the Insurance Policy is upon the Insurance Company. In the present case, when the issues were framed on 23.08.2016, onus to prove issues No.5 and 6 has been put upon respondent No.2. Admittedly, the Insurance Company, in the present case, has filed the list of witnesses on 23.03.2017, by mentioning the details of three witnesses, i.e., official of National Insurance Co. Ltd., on self responsibility, Shri P.S. Chandel, Advocate, investigator and Incharge/official concerned of District Transport Officer Tuensang, Nagaland, along with complete original record of Driving License No.38619/TV/T/2010, issued in favour of Layak Ram son of Ram Lal, for M/C,

LMV, LTV, HPV only and valid upto 23.07.2016. They have also deposited the road and diet money.

23. On the basis of the above facts, the Insurance Company has sought exoneration from its liability to indemnify the owner.

24. In this factual backdrop, the material question, which arises for determination, before this Court, is as to whether, merely by filing the list of witnesses and depositing the Road and Diet Money, the Insurance Company could be exonerated from its liability to pay the amount of compensation, after it has been held that there was no willful violation of the terms and conditions of the insurance policy.

25. No doubt, the Insurance Company, took steps to summon the witnesses, but, after examining Shri Prittam Singh Chandel, as RW-1, the counsel representing the Insurance Company has voluntarily closed the evidence on behalf of respondent No.2-Insurance Company.

26. Situation would have been otherwise, had the learned Tribunal itself closed the evidence of respondent No.2. The voluntary act of the learned counsel for respondent No.2, Insurance company, to close the evidence on its behalf, is sufficient to treat the same as an estoppel against the Insurance

Company from contending that sufficient opportunity was not granted to it to prove issues No.5 and 6.

27. Learned counsel representing the Insurance Company, has closed the evidence on 15.09.2017, by giving up the witness, mentioned at Sl. No.3 of the list of witnesses. Thereafter, the *lis* remained pending for arguments, for about 11 months.

28. Respondent No.1, has tendered documents, i.e., copy of RC Ex.R-1, copy of DL Ex.R-2 and copy of Insurance Policy Ex.R-3. Meaning thereby, the copy of the Driving Licence was with respondent No.1. When, a person retains a copy of the Driving Licence with him, it signifies that he has taken the requisite precaution before handing over the offending vehicle to the driver.

29. As such, the Insurance Company, to prove/probabilize its defence, could have summoned the owner as its witness to put a suggestion to him that despite knowing the fact that the driver of the offending vehicle was not having a valid Driving licence, the owner had handed over the offending vehicle to him. However, nothing has been done by the Insurance Company, in this regard.

30. The Hon'ble Supreme Court in **Nirmala Kthari versus United India Insurance Co. Ltd., AIR 2020 SC 1193**

has held that employer, while hiring a driver, is required to see if driver has a driving licence, *prima facie*, appearing genuine and he is not expected to ascertain veracity of the same. Relevant paragraphs 11 and 12 of the judgment, are reproduced, as under:-

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

12. On facts, in the instant case, the Appellant/Complainant had employed the Driver, Dharmendra Singh as driver after checking his driving licence. The driving licence was purported to have been issued by the licencing authority, Sheikh Sarai, Delhi, however, the same could not be verified as the concerned officer of the licencing authority deposed that the record of the licence was not

available with them. It is not the contention of the Respondent/ Insurance Company that the Appellant/complainant is guilty of willful negligence while employing the driver. The driver had been driving competently and there was no reason for the Appellant/Complainant to doubt the veracity of the driver's licence. In view of above facts and circumstances, the impugned judgment is not liable to be sustained and is hereby set aside. The appeals accordingly stand allowed. The respondent/ Insurance Company is held liable to indemnify the appellant.

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

“3. Before this Court, learned counsel for the appellant relied upon *United India Insurance Co. Ltd v. Leheru & Ors.* as also three-Judge Bench judgment reported as *National Insurance Co. Ltd. v. Swaran Singh and Others* that the owner has no mean to verify the genuineness of driving license produced before him, provided that the owner finds the driver is competent to drive the vehicle. Hence, once the appellant has deposed that he had taken test of the driver before employing him, he has taken sufficient precaution before employment. Therefore, there could not be any direction to recover the amount from the appellant.

4. The record of the Tribunal was requisitioned. A perusal thereof shows that the claimants have produced a driving licence of the

driver before the Tribunal. The said driving licence is available at page 502 of the paper book. The genuineness of the said licence was investigated and in the report Ex. R3W2/D, the same was found to be not issued by the Licensing Authority Mandi in the State of Himachal Pradesh.

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

6. If the owner has stated that driver had produced the driving license from Nagaland but no such license was produced on record, it is obviously a mistake on the part of the owner. However, such aspect cannot be used to grant liberty to the Insurance Company to recover the amount from the owner when the driving license actually produced by the claimant themselves was from Una, Himachal Pradesh. It may be stated that falsus in uno, falsus in omnibus is not the principle applicable in India. Therefore, even if a part of the statement that the driver has produced the license from Nagaland is not correct, it is wholly inconsequential.

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

"20. When an owner is hiring a driver he will therefore have to check whether the driver has a driving licence. If the driver produces a driving licence which on the face of it looks genuine, the owner is not expected to find out whether the licence has in fact been issued by a competent

authority or not. The owner would then take the test of the driver. If he finds that the driver is competent to drive the vehicle, he will hire the driver. We find it rather strange that insurance companies expect owners to make enquiries with RTOS, which are spread all over the country, whether the driving licence shown to them is valid or not. Thus where the owner has satisfied himself that the driver has a licence and is driving competently there would be no breach of Section 149(2)(a)(ii). The insurance company would not then be absolved of liability. If it ultimately turns out that the licence was fake, the insurance company would continue to remain liable unless they prove that the owner/insured was aware or had noticed that the licence was fake and still permitted that person to drive. More importantly, even in such a case the insurance company would remain liable to the innocent third party, but it may be able to recover from the insured. This is the law which has been laid down in *Skandia* [(1987) 2 SCC 654], *Sohan Lal Passi* [(1996) 5 SCC 21: 1996 SCC (Cri) 871] and *Kamla* [(2001) 4 SCC 342: 2001 SCC (Cri) 701] cases. We are in full agreement with the views expressed therein and see no reason to take a different view."

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

"92. It may be true as has been contended on behalf of the petitioner that a fake or forged licence is as good as no licence but the question herein, as noticed hereinbefore, is whether the insurer must prove that the owner was guilty of the wilful breach of the conditions of the

insurance policy or the contract of insurance. In *Lehru* case [(2003) 3 SCC 338: 2003 SCC (Cri) 614] the matter has been considered in some detail. We are in general agreement with the approach of the Bench but we intend to point out that the observations made therein must be understood to have been made in the light of the requirements of the law in terms whereof the insurer is to establish wilful breach on the part of the insured and not for the purpose of it's disentitlement from raising any defence or for the owners to be absolved from any liability whatsoever. We would be dealing in some detail with this aspect of the matter a little later.

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99. So far as the purported conflict in the judgments of *Kamla* [(2001) 4 SCC 342: 2001 SCC (Cri) 701] and *Lehru* [(2003) 3 SCC 338: 2003 SCC (Cri) 614] is concerned, we may wish to point out that the defence to the effect that the licence held by the person driving the vehicle was a fake one, would be available to the insurance companies, but whether despite the same, the plea of default on the part of the owner has been established or not would be a question which will have to be determined in each case.

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

9. Similar question again came up for consideration before a three-Judge Bench in a judgment reported as *Pappu and Ors. v. Vinod Kumar Lamba and Anr.*⁵ wherein it was held

that the onus would shift on the Insurance Company after the owner of the offending vehicle pleads and proves the basic facts within his knowledge that the driver of the offending vehicle was authorized by him to drive the vehicle and was having a valid driving license at the relevant time. The valid driving license is the license which is produced before the owner. This Court held as under:

"12. This Court in *National Insurance Co. Ltd. v. Swaran Singh*, (2004) 3 SCC 297: 2004 SCC (Cri) 733] has noticed the defences available to the insurance company under Section 149(2)(a)(ii) of the Motor Vehicles Act, 1988. The insurance company is entitled to take a defence that the offending vehicle was driven by an unauthorised person or the person driving the vehicle did not have a valid driving licence. The onus would shift on the insurance company only after the owner of the offending vehicle pleads and proves the basic facts within his knowledge that the driver of the offending vehicle was authorised by him to drive the vehicle and was having a valid driving licence at the relevant time.

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17. This issue has been answered in *National Insurance Co. Ltd. v. Swaran Singh*, (2004) 3 SCC 297: 2004 SCC (Cri) 733) In that case, it was contended by the insurance company that once the defence taken by the insurer is accepted by the Tribunal, it is bound to discharge the insurer and fix the liability only on the owner and/or the driver of the vehicle. However, this Court held that even if the insurer succeeds in establishing its defence, the Tribunal or the court can direct the insurance company to pay the

award amount to the claimant(s) and, in turn, recover the same from the owner of the vehicle. The three-Judge Bench, after analysing the earlier decisions on the point, held that there was no reason to deviate from the said well-settled principle. In para 107, the Court then observed thus: (SCC p. 340)

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

32. Judging the facts and circumstances of the present case, in light of the decisions of the Hon'ble Supreme Court, as referred to above, the evidence of RW-1 is too short to hold that respondent No.1 has handed over the offending vehicle to the driver, knowing that he was not having valid and effective driving licence.

33. In view of the above, the learned Tribunal has rightly appreciated the evidence and the said findings do not require any interference by this Court. As such, the ground upon which, the award has been assailed, qua non-possession of the valid and effective driving licence by the driver of the offending vehicle, is rejected.

34. Insurance Company has also assailed the award, on the ground of quantum. The learned Tribunal, has taken the age of Shri Kishori Lal as 29 years, on the basis of the Parivar Register, Ex.PW-1/E, which contains the date of birth of deceased Kishori Lal as 22.04.1986 and the accident had taken place on 30.03.2015. As such, those findings do not require any interference.

35. So far as the earnings of deceased Kishori Lal are concerned, the learned Tribunal, has taken his income as

Rs.8,000/- per month, on the basis of the wages of daily wagers, prevailing at the relevant time.

36. In view of the evidence so adduced, this Court is of the view that the ends of justice would meet if the income of Shri Kishori Lal, at the time of his death is taken as Rs.7,000/-, per month.

37. In view of the decision of Hon'ble Supreme Court in ***National Insurance Company Limited versus Pranay Sethi and others, (2017) 16 SCC 680***, addition of 40% on the established income is required to be given on account of future prospects. Thus, his monthly income for determining the amount of compensation comes to Rs.9,800/- (Rs.7,000/- + Rs.2,800/-).

38. Admittedly, deceased Kishori Lal was bachelor. As such, in view of the decision of Hon'ble Supreme Court in ***Sarla Verma versus Delhi Transport Corporation and Another, (2009) 6 Supreme Court Cases 121***, 50% of his income is liable to be deducted, towards his personal expenses, had he been alive. Thus, his monthly income comes to Rs.4,900/- per month.

39. The learned Tribunal, in the present case, has applied the multiplier of '17', which is the appropriate multiplier, in view of the decision of Hon'ble Supreme Court in **Sarla Verma's** case supra.

40. In view of the decision of Hon'ble Supreme Court in **Pranay Sethi's**, case supra, the learned Tribunal has rightly granted the compensation under the conventional heads, namely, 'loss of estate', and 'funeral expenses'. However, in view of the decision of Hon'ble Supreme Court in **Magma General Insurance Company Limited vs. Nanu Ram @ Chuhru Ram and others, (2018) 18 SCC 130**, the petitioner is entitled to the compensation, under the head 'loss of consortium'.

41. The entitlement of the petitioner, thus, is ascertained, as under:-

1. Loss of contribution = ₹9,99,600/- (Rs.4900x12x17)
2. Loss of estate = ₹15,000/-
3. Funeral expenses = ₹15,000/-
4. Loss of consortium = ₹40,000/-

Total = ₹10,69,600/- (₹9,99,600 + ₹15,000
+ ₹15,000+ ₹40,000)

42. So far as the rate of interest is concerned, the same is also required to be reduced at the @7.5 % per annum, keeping in view the prevailing rates of interest of the nationalized banks.

43. Consequently, the present appeal is partly allowed. The awarded amount is reduced from ₹11,73,000/- to ₹10,69,600/-, along with interest @ 7.5%.

44. The award passed by the learned Tribunal is modified, in the above terms.

45. Memo of costs be prepared.

46. Pending application(s), if any, are also disposed of.

Record be sent back.

(Virender Singh)
Judge

August 27, 2026 *(ps)*