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

Decided on: 22nd January, 2015

\+ **MAC.APP. 711/2014**

CHOLAMANDALAM MS GENERAL INSURANCE CO. LTD. ..... Appellant

Through: Ms. Suman Bagga, Advocate with Mr. Saral Chaturvedi, Advocate

versus

RAMBIR & ORS. ..... Respondents

Through: Ms. Alpana Pandey, Advocate, Advocate

CORAM:
HON'BLE MR. JUSTICE G.P.MITTAL

J U D G M E N T

G. P. MITTAL, J. (ORAL)

1. At the time of hearing the appeal, the learned counsel for the Appellant presses the same only with regard to selection of multiplier and addition towards the value of gratuitous services rendered by deceased Smt. Sneh Lata.

2. It is urged by the learned counsel for the Appellant that as per the MLC, postmortem report and the statement of Sonia, niece of the deceased, on whose statement FIR was recorded, the age of the deceased was mentioned as 45 years. However, the Claims Tribunal erred in taking the age of the deceased as 33

years on the basis of the voter identity card issued by the Election Commission of India.

3. On the other hand, the learned counsel for the Respondents(claimants) urges that voter identity card is an authentic document; thus, the age was rightly taken. She submits that the appeal is therefore, liable to be dismissed.

4. It may be seen that the age of deceased Sneh Lata in postmortem report, MLC as well as in the statement of Sonia, the deceased's niece on whose statement the FIR in question was lodged, was stated to be 45 years. The same finds corroboration from the age of the husband of the deceased and age of the two children. The husband was aged 48 years and the children were aged 17 and 15 years. The voter identity card is taken as a proof of the age of the victim when authentic proof of the age like matriculation certificate, certificate issued by Municipal Corporation *etc.* are not available. Since the documents in the shape of MLC, postmortem report and Sonia's statement find corroboration from the age of the deceased's husband and children, I will take the age of the deceased to be 45 years and hence, the appropriate multiplier will be 14. Following *Royal Sundaram Alliance Insurance Company Limited v. Master Manmeet Singh and Ors., 2012 ACJ 721,* on the basis of which loss of gratuitous services were awarded, addition for loss of gratuitous services will be 15% instead of 25%. The loss of value of gratuitous services therefore, comes

to Rs.15,47,140/-(Rs.8008/- x 12 + 15 x 14/-) instead of Rs.19,22,000/- awarded by the Claims Tribunal.

5. The compensation is thus, reduced by Rs.374,860/-.

6. By an order dated 04.08.2014, this Court had directed the Appellant Insurance Company to deposit the entire award amount. There was a further order for release of 70% of the award amount in favour of the Respondents (claimants).

7. It is stated by the learned counsel for the Appellant that the award amount has still not been deposited. In view of this, the compensation as computed by this Court with interest @ 9% per annum shall be deposited within six weeks, failing which the Appellant Insurance Company shall be liable to pay interest @ 12% per annum from the date of order passed by the Claims Tribunal *i.e.* 05.03.2014 till the date of deposit.

8. The appeal is disposed of accordingly.

9. Pending applications also stand disposed of.

10. Statutory amount of Rs.25,000/-, if any, shall also be refunded to the Appellant Insurance Company.

(G.P. MITTAL)
JUDGE

JANUARY 22, 2015
pst