HON'BLE Dr. JUSTICE B. SIVA SANKARA RAO

M.A.C.M.A.Nos.558, 559, 562 and 563 of 2005

COMMON JUDGMENT :

The respective appellants in the four cases are claimants either injured or legal representatives of the deceased and out come of same accident against self same respondents and thereby, at request, all the appeals are taken up for common hearing and disposal and from manner of accident and contest of respondents other than those remained ex parte are one and the same but for the difference in quantum of the claims.

2. Heard all the appeals at length respectively and perused the material.

M.A.C.M.A.No.558 of 2005

3(a). The injured-claimant in O.P.No.155 of 2001 for the injuries sustained in the motor accident dated 13.04.1998 while travelling in the lorry of respondent No.2, insured with respondent No.3, driven by respondent No.1 from opposite coming lorry of respondent No.5, insured with respondent No.7 (mistakenly shown as if respondent No.6 and respondent No.7 later impleaded duly), driven by respondent No.4, from the alleged head on collusion between the two vehicles, maintained the claim of Rs.1,50,000/- under Section 166 of the Motor Vehicles Act, 1988 (for short, 'MV Act'). Among respondent Nos.1 to 7 supra, respondent Nos.2, 1 and 5 i.e., owner, driver of lorry bearing No.AP 04 T 2510 and owner of lorry bearing No.ABT 338 were remained ex parte before the Tribunal. Respondent No.3-insurer

<u>of vehicle of respondent No.2 and respondent No.7-insurer of vehicle of respondent No.5 besides respondent No.4-driver of the vehicle of respondent No.5 filed counters and contested</u>.

3(b) The Tribunal awarded compensation of Rs.47,500/- with interest at 9% p.a. vide award dated 13.12.2004 only against the driver and owner of the lorry bearing No.AP 04 T 2510 (Respondent Nos.1 and 2) and exonerated the insurer (Respondent No.3) in saying the injured was unauthorized passenger of the goods vehicle and even the accident was the result of rash and negligent driving of respondent No.1. It is also found that there is no negligence of respondent No.4 for F.I.R. is registered only against respondent No.1 and not against respondent No.4. Impugning said award and decree, the injured-claimant maintained the M.A.C.M.A.No.558 of 2005 against the self same respondent Nos.1 and 7 before the Tribunal in the same array.

3(c). The main contention of the appellant (claimant) is that the compensation awarded is utter low, Tribunal ought to have awarded compensation against the respondent No.3-insurer of the vehicle of respondent No.2 and should have considered once there is a head on collusion, the vehicle of respondent No.5, driven by respondent No.4, insured with respondent No.7 also be made liable and thereby sough for allowing the claim as prayed for with joint liability against all the respondent Nos.1 to 5 and 7 for respondent No.6 was shown wrongly as if insurer of the vehicle of respondent No.5 impleaded, since rectified by impleading respondent No.7 before the Tribunal and in the appeals. The counsel for the appellant-claimant reiterated the said contentions in the appeal also. Respondent Nos.1, 2 and 5 even arrayed in the appeal, it was dismissed against them for default, however from they even remained ex parte before the Tribunal their impleadment not necessary and even impleaded and dismissed for default it is not fatal as per the law settled by the Division Bench of this Court in **M.Chakradhara Rao v. Y. Babu Rao[1].** The contentions of counsel for respondent No.6 is that before the Tribunal unnecessarily impleaded, so also in the appeal, same is also the contention in other appeals. The contention of counsel for respondent No.7, insurer of the vehicle of the respondent No.5 is that, the Tribunal having held that no F.I.R. is registered against the respondent No.4-driver of the vehicle of respondent No.5, insured with respondent No.7, and thereby rightly exonerated them, for this Court while sitting in appeal, there is nothing to interfere. Hence, to dismiss against respondent Nos.4, 5 and 7. Same is the contest in other appeals.

3(d). Respondent No.4 –driver of the vehicle of respondent No.5 failed to contest the appeal.

3(e). Respondent No.3 though did not putforth appearance in the appeal, in the course of common hearing of the appeals in connected matters, appearing through Advocate permitted to make common submissions. It is the submission that the Tribunal rightly exonerated

[1] 2001(1) ALT-495(DB)

the insurer from the injured in this case and injured or deceased in other cases are unauthorized passengers and thereby the respondent No.3 cannot be made liable apart from once there is head on collusion even revealing from M.V.I. report, fixing of entire liability against respondent Nos.2 and 1 is unsustainable.

M.A.C.M.A.No.559 of 2005

4(a). The appellants, who are the claimants in O.P.No.575 of 2000, they are no other than the wife and minor daughter of deceased of same accident supra, by name V.Raju, aged about 35 years as per Ex.P.2-post mortem report. The claim maintained was under Section 166 of the MV Act for Rs.1,50,000/- against the respondent Nos.1 to 7 supra and the Tribunal awarded compensation as prayed for with interest at 9% p.a. dated 13.12.2004 only against respondent Nos.1 and 2 jointly by exonerating respondent No.3-insurer of the vehicle of respondent No.2 on self same reasons supra. It is impugning the same, present appeal is filed.

4(b). The main contention of the appellants is that the Tribunal ought to have awarded compensation against respondent No.3 also to make liable and should have considered once there is head on collusion, the vehicle of respondent No.5, driven by respondent No.4, insured with respondent No.7 also be made liable and there by sough for allowing the claim as prayed for, with joint liability against all the respondent Nos.1 to 5 and 7, for respondent No.6 wrongly impleaded cannot be made liable. The contesting respondents version is same as in earlier appeal supra and no more requires to repeat.

M.A.C.M.A.No.562 of 2005

5(a). The claimant Nos.1 to 3, no other than the wife and two minor children of deceased V.Satyanarayana, aged about 42 years as per Ex.A.2-P.M. report maintained the claim against self same respondent Nos.1 to 7 referred supra for said accidental death on 13.04.1998, who maintained the claim under Section 166 of the MV Act for Rs.1,50,000/- . After recording the evidence, the Tribunal held that during pendency of the claim petition, respondent Nos.2 and 5 (owners of both the lorries) were not served with notices and for not taking fresh notice, the claim against them was dismissed for default and ever after respondent No.7 is impleaded, the claimants did not choose for restoration against respondent Nos.2 and 5 and once the owners were not parties to indemnify the insured by the insurer, there is no liability that can be fastened and without deciding the entitlement of the compensation even against respondent Nos.1 and 4 respectively, if any, dismissed the claim in toto. It is impugning the same, the appeal is filed by the claimants against the self-same respondents.

5(b). The contention of appellants is that the Tribunal gravely erred in dismissing the same even against respondent Nos.1 and 4 apart from respondent Nos.2 and 5 in the other matters even served remained ex parte and the Tribunal ought to have allowed with joint liability against respondent Nos.1 to 5 and 7 by awarding just compensation and dismissing the claim petition is unsustainable thereby sought for allowing.

5(c). Respondent No.4 –driver of the vehicle of respondent No.5 failed to contest the appeal.

5(d). The additional contention from respondent Nos.3 and 7 respectively-insurer of two vehicles further is that once the claim was dismissed against the owners of the vehicles even respectively, there is nothing to interfere with the findings, much less to allow the appeal.

M.A.C.M.A.No.559 of 2005

6(a). The appellant is the claimant in O.P.No.151 of 2001, who is no other than the husband of deceased V.Chandramma, aged about 55 years as per Ex.P.2-post mortem report, for her death outcome of same accident on 13.04.1998. The claim maintained was under Section 166 of the MV Act for Rs.1,00,000/- against respondent Nos.1 to 7 supra and the Tribunal awarded compensation of Rs.60,600/- with interest at 9% p.a. dated 13.12.2004 only against respondent Nos.1 and 2 jointly by exonerating others like in other claims supra. It is impugned the same, present appeal is filed seeking just compensation against all respondents like in other appeals supra and like therein the contest of respondents save those remained ex parte or dismissed is same and no more requires repetition.

7. All the claim petitions were filed on same day and almost with common pleadings regarding the manner of accident, which is

outcome of same accident, while all the three deceased and one injured of the four claims were travelling in the lorry of respondent No.2, driven by respondent No.1 and insured with respondent No.3, and the accident is outcome of collusion of the vehicle and other vehicle of respondent No.5, driven by respondent No.4 and insured with respondent No.7 and all the claim petitions were with common contest by the respondents i.e., respective insurers and driver of the vehicle i.e., respondent No.4 and the two owners of two vehicles even in the other three claims, leave about in O.P.No.567 of 2000 covered by M.A.C.M.A.No.562 of 2005 even shown fresh notice not taken to serve on respondent Nos.2 and 5 dismissed for default so also against respondent No.1. In the other matters, they were even served failed to attend and remained ex parte. As referred supra, even in the appeals they were impleaded and appeals dismissed for default insofar as against them as respondent Nos.2 and 5 that no way fatal as laid down in the expression of M. Chakra Rao supra.

8. Here from the factual matrix, when in three other matters even served, they remained ex parte and in O.P.No.567 of 2000 (M.A.C.M.A.No.562 of 2005) from original notice sent and it was not duly served by filing proof, fresh notice ordered for non-payment of batta even dismissed for default, but for in other cases also even served even to the conscious knowledge of the insurer respectively contesting, they did not choose to contest and remained ex parte being the owners of the two vehicles apart from one of the drivers among

respondent Nos.1, 2 and 5 for respondent No.4 among two drivers and two owners contest thereby the Tribunal could not have been dismissed but for recording the factum with reference to the original record if necessary by even suomoto reopening this by invoking at least Section 151 C.P.C. if at all to order fresh notice rather than going too technically, though otherwise without service no order can be passed and even impleading of owner, insurer cannot be made liable to indemnify if at all. The facts from what is discussed supra, the Tribunal ought to have considered and given a common disposal instead of separate disposals. Even the respective counsel for the insurer submitted instead of technically remanding the matters i.e., M.A.C.M.A.No.562 of 2005 (O.P.No.567 of 2000) same also can be disposed of with analogy in other matters served and failed to attend, for not even technically contest of the insurer before the Tribunal in that matter, same is recorded.

9. Thus, the appeals are proceeding as respondent Nos.2 and 5, the owners of two vehicles, are even served failed to attend before the Tribunal and even dismissed for default in the appeal, no way fatal to decide on other merits.

10. Now coming to the important aspect of joint liability of the two vehicles if any from head on collusion as contending by the respective claimants-appellant, the liability of respondent Nos.1 and 2, fixed is from the finding of the Tribunal of the injured and respective deceased in the four claims are unauthorized passengers for even

contending by then as fair paid of the goods vehicle for the accident dated 13.04.1998. The awards in question in all the matters no doubt passed only on 13.12.2004. The policy in question issued by respondent No.3 covered by Ex.B.1 shows there is coverage for four coolies by collection of Rs.60/- under IMT 13-non fare paying passengers and another coverage by collection of Rs.50/- under IMT 14 for non fare paying passengers and under IMT 177 Rs.45/- collected for persons employed in connection with loading and unloading. There is additional coverage of third party risk unlimited is Rs.75/- and OD risk additional coverage besides the liability to public risk to say the policy is a comprehensive one and not mere an act policy. So far as the vehicle of respondent No.2 bearing No.AP 04 AT 2510, insured with respondent No.3 is concerned, it is only an act policy and not a comprehensive policy.

11. Undisputedly, one injured and three deceased were travelling in the lorry of respondent No.2, driven by respondent No.1, insured with respondent No.3 and not in the lorry of respondent No.5, driven by respondent No.4, insured with respondent No.7. Once the policy shows of respondent No.2 vehicle issued by respondent No.3 is comprehensive from Ex.B.1, what RW.1-Assistant Divisional Manager of United India Insurance Company-respondent No.3 deposed is that he is in-charge of third party claim cases and the lorry of respondent No.2 supra insured with respondent No.3 and the policy is in force by the date of accident and at that time several people

including the deceased in three cases and injured were travelling as unauthorised passengers in the goods lorry by violation of terms of the policy by owner-respondent No.2 and thereby the respondent No.3 is not liable. The policy was exhibited as Ex.B.1. There is no cross-examination but for by the stray suggestion by the claimants of he is deposing falsehood though liable to avoid payment of compensation. Even there is no worth cross-examination on what RW.1 deposed of there is violation of terms and conditions of policy. He did not explain from Ex.B.1 policy even showing comprehensive and covered by different IMTs 13, 14 and 17 referred supra is not at all covered for fare paid or non fare paid passengers under the comprehensive policy even the vehicle is a goods vehicle.

12. The law is fairly settled more particularly from the expression of the Apex Court in ***New India Assurance Co. Ltd Vs. Asha Rani & Ors***[2[1]] that is reiterated by another Three Judge Bench by subsequent expression in ***Oriental Insurance Company Ltd Vs. Devireddy Konda Reddy & Others***[3[2]] and in ***National Insurance Co. Ltd Vs. Ajit Kumar And Ors***[4[3]] of the insurer of vehicle owner for unauthorized passenger of a goods vehicle travelling cannot be made liable from the Act policy to indemnify; unless there is a specific coverage of the risk by contractual policy obligations as envisaged under section 147 of the Act. Thereby there is force in the contention of the insurer of not

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[2[1]] 2003 (2) SCC 223
[3[2]] 2003 (2) SCC 339
[4[3]] 2003 (9) SCC 668

liable, leave about the liability ought to have fixed otherwise if at all for joint liability with equal responsibility. However, learned counsel for the claimants in contra to said contentions, placed reliance on the subsequent Three Judge Bench expression of the Apex Court in ***National Insurance Company Limited Vs. Baljit Kaur and Others***[5[4]]**,** where the issues arising were, whether there was change in the wording of Section 147(1)(b) of the Act from the subsequent amendments to it by the amended Act, 1994. It was discussed and concluded in answering the issue particularly from Para 17 that despite the amendment, there is no difference and especially from what is laid down in 1988 Act, in **Asha Rani** reiterated in **Devireddy Konda Reddy** and **Ajit Kumar Supra** holds good. However, in **Baljit Kaur's case** (Supra 4), the expression clarified further the position of law from the contentions raised therein that, from the accident occurred was in the year 1999 and as per the expression in ***New India Assurance Co.Ltd vs Satpal Singh Muchal***[6[5]] where awards were passed, other than from Act policy fixing liability on the insurer to indemnify, before the expression of **Asha Rani** Supra, clarifying the legal position of non-liability; from the ambiguity in the proposition that was prevailing earlier in this field, by giving prospective application to the expression in Asha Rani; in a case where award was passed for the accident taken place relying upon in **Satpal Singh** supra prior to expression of **Asha Rani** supra fixing

5[4] 2004 (2) SCC 1
6[5] 2000 (1) SCC 237

joint liability on the insurer, though insurer cannot be made liable, the Appellate Court can mould the relief as pay and recovery to execute and enforce by the insurer on payment to recover from the owner/insured respectively.

13. No doubt, there is a subsequent Three Judge Bench expression in **Baljit Kaur** supra saying once the accident occurred prior to **Satpal Singh** supra and claim was decreed with joint liability from the policy based on **Satpal Singh** supra, before the expression in **Asha Rani** supra with joint liability, from the expression in **Asha Rani** is prospective in operation, for such claims allowed by parties before **Asha Rani** based on **Satpal Singh**, insurer has to pay and recover. Here no doubt, there is no award passed before **Asha Rani**, much less by referring to **Satpal Singh** in the case on hand to apply the principle in **Baljit Kaur**.

14. However, the fact remains from the policy issued by respondent No.3 of the vehicle of respondent No.2, driven by respondent No.1, exhibited through RW.1 as Ex.B.1 when speaks comprehensive and for four coolies collected Rs.60/- and for driver and cleaner collected Rs.45/- for two drivers and cleaners each under IMT under 13 and 17 and there is Rs.50/- further collected under IMT 14 for non fare paying passengers, it can be said the policy covered the risk even from what RW.1 deposed no way clarified what that IMT 14 as if not for the fare paid or unauthorized passenger, though none of the injured or deceased were owners of the goods to cover the risk under the act

policy under Section 147(1) of M.V.Act, 1988 amended in 1994. Keeping the principle in mind, the exoneration by the Tribunal of the respondent No.3-insurer thereby apparently no way sustains by virtue of the policy shown prima facie covering the risk.

15. The other important aspect further to consider is whether there is any composite negligence of drivers of both vehicles i.e., respondent Nos.1 and 4 also of the vehicles of respondent Nos.2 and 5 respectively, insured with respondent Nos.3 and 7 respectively. Undisputedly, when both vehicles were coming in opposite direction the accident was occurred from collusion of both vehicles and not otherwise. The Motor Vehicles report in all the cases exhibited as Ex.A.3 shows the vehicle of respondent No.2 is Tata goods vehicle and vehicle of respondent No.5 is Ashok Layland goods vehicle. The details of damages noted of major damages to the vehicles, cabin damage, chassis long columns damages, to some extent engine and gear separated and front axle separated from chassis for one vehicle or the other vehicle even cabin, radiator and bumper damaged and due to heavy damages vehicles are not in a position to take trial and even break system found intact. It clearly speaks both the vehicles were damaged from head on collusion. Besides head on collusion, the composite negligence depends upon several factors like size of the road, condition of the road, condition of the vehicles at the time of accident and on the road as to which one if any in wrong side for that the scene of observation is also one of the important documents which

is filed not before the Court, even not filed before the Court either by claimants or by the respective contesting insurers of the two vehicles. Once the M.V.I. report clearly speaks head on collusion of both vehicles from the composite negligence of both vehicles, even the learned trial Judge to say that Ex.A.1-F.I.R. registered only against respondent No.1, that is not be all, and end all. The Ex.A.1-F.I.R. shows, only based on oral information the crime is registered and the complainant is one Peggarla Nagaraju ie., respondent No.4-driver of respondent No.5. It is not even given by any of the injured or atleast relative of the deceased or any other eye witness, that is also one of the considerations. A reading of the F.I.R. contents of the statement of respondent No.4 recorded by the S.H.O., Prathipadu P.S., in registering the Crime No.35 of 1998 under Ex.A.1 shows, he was driving the lorry of respondent No.5 ABT 338 coming from Vizag with zipsum load on the high way and when reached at Prathipadu hillock area, the opposite coming lorry AP 04 T 2510 (of respondent No.2 driven by respondent No.1) coming with high speed, dashed his lorry and some of the passengers in his lorry and some of the passengers of the opposite lorry sustained injuries and one of them died on the spot from the opposite lorry passengers and some of them sustained grievous injuries and he also sustained injury to his hand and fracture to his right leg and opposite coming lorry driver (respondent No.1) sustained severe head injury and they were shifted to hospital. Even taken he sustained fracture to his right leg and right hand to say his vehicle was damaged on right side, the other vehicle was also damaged and there is clear composite negligence, that too, on the high way while both vehicles passing through in opposite direction from head on collusion. Once it is the composite negligence, as composite negligence depends upon different factors including the size of the vehicle and other factors, like which vehicle is if at all in wrong side, the F.I.R. no way speaks that vehicle of respondent No.2 driven by respondent No.1 came in wrong side and when such is the case when the both vehicles are goods vehicle almost in same size and nothing to show any bad condition of the road, from the high way, otherwise it can be safely said even from the F.I.R. registered against respondent No.1 and not against respondent No.4 from the report of respondent No.4, for charge sheet not filed, scene observation report even not filed, either by the claimant or insurers of respective vehicles, the composite negligence of respondent No.1 can be taken as 70% and of respondent No.4 can be taken as 30%.

16. Once the passengers travelling in the vehicle of respondent No.2 driven by respondent No.1, insured with respondent No.3 are third parties to the vehicle of respondent No.5 driven by respondent No.4, insured with respondent No.7, even the policy issued by respondent No.7 for the vehicle of respondent No.5 is an act policy, the insurer is liable to indemnify to the injured and L.Rs. of the deceased third parties in the vehicle of respondent No.2, driven by respondent No.1, where one claimant and three deceased are

travelling and thereby from what is discussed supra, none of the insurers can escape from their liability to indemnify the respective owners from the policies respectively covered the risk.

17. Now coming to the quantum of compensation:

(i) In M.A.C.M.A.No.562 of 2005 (O.P.No.567 of 2000), there are three claimants, wife and two minor children of the deceased, aged about 42 years. (ii) In the other case M.A.C.M.A.No.559 of 2005 covered by O.P.No.575 of 2000, the deceased V.Raju as per Ex.B.2..P.M.Report was 35 years and the claimants are wife and minor daughter. The claims maintained were under Section 166 of the M.V.Act. The accident was dated 13.04.1998. A perusal of the record shows they were dhobis by avocation and the claim petition averments show they were going in the vehicle of respondent No.2, driven by respondent No.1, with samans. Even they were not owners of the goods, as discussed supra from the conclusion arrived policy covers the risk. There is no proof regarding their avocation and earnings. Thus, on the date of accident, their earnings to be estimated is on some guess work including from their caste avocation i.e., dhobi respectively. The Tribunal has taken by estimating their earnings even though claimed at Rs.3,000/- per month respectively in O.P.No.575 of 2000 (M.A.C.M.A.No.559 of 2005) of deceased Raju, aged 35 years, allegedly dhobi by avocation, at Rs.1,200/- per month on average. Even taking the minimum earnings of Rs.1,500/- per month that is just and not mere Rs.1,200/- per month, for a person even by coolie work that was earning by then at minimum Rs.50/- per day. In both the cases, personal expenses deduction is 1/3rd. Then it comes to Rs.1,000/- x 12 = 12,000 p.a.

(ii). In O.P.No.567 of 2000 (M.A.C.M.A.No.562 of 2005) from the age of 42 years, the multiplier applicable as per **Sarla Verma vs. Delhi Transport Corporation** is '14.5'. Then it comes to Rs.12,000 x 14.5= Rs.1,74,000/-. In addition to that the claimants are entitled to Rs.50,000/- towards loss of consortium, Rs.25,000/- towards funeral expenses, Rs.20,000/- towards care and guidance to two minor children and Rs.10,000/- towards loss of estate. Thereby the claimants in O.P.No.567 of 2000 are awarded Rs.2,71,000/-,which is the just compensation.

(iii) In O.P.No.575 of 2000 (M.A.C.M.A.No.559 of 2005) from the age of 35 years, the multiplier applicable as per Sarla Verma referred supra is '15.5', then it comes to Rs.12,000 x 15.5= Rs.1,86,000/-. In addition to that the claimants are entitled to Rs.50,000/- towards loss of consortium, Rs.25,000/- towards funeral expenses, Rs.10,000/- towards care and guidance to the minor child and Rs.10,000/- towards loss of estate. Thereby the claimants are awarded Rs.2,81,000/-, which is the just compensation.

(iv) In O.P.No.151 of 2001 (M.A.C.M.A.No.563 of 2005) the claimant is no other than the major son of the deceased by name Chandramma, aged about 55 years as per Ex.A.2-P.M. report. Even taken at Rs.1,500/- per month, the claimant is not a dependent son and as per Sarla Verma referred supra only half of the earnings can be taken and contribution even taken as dependent for the dependents below two and not the dependent wife or husband or children, as the case may be, from the multiplier even 8 taken, it comes to Rs.750 x 12 x 8 = Rs.72,000/- In addition to that the claimant is entitled to Rs.25,000/- towards funeral expenses and Rs.10,000/- towards loss of estate. Thereby the claimant is awarded Rs.1,07,000/-,which is the just compensation.

18. In O.P.No.155 of 2001 (M.A.C.M.A.No.558 of 2005), as per Ex.A.2 wound certificate, he sustained fracture to his legs and hand and he took treatment as inpatient for three months in Government General Hospital, Kakinada, which is coupled with the evidence of PW.2-Doctor, who treated him in Government General Hospital, Kakinada, who was treated the injured as inpatient for more than five weeks for the fracture of both bones of right leg, left femur and left radius. From the evidence of PW.2, there is no permanent disability, but for composite fracture and two other fractures of single bones even taken for the fractures of both bones, pain and sufferings in those days from the accident dated 13.04.1998 of Rs.20,000/-, Rs.15,000/- each and Rs.15,000/- respectively, in all it comes to Rs.50,000/- even hospital treatment is free for the prolonged treatment and medical expenses incurred, attendant charges and transport charges and loss of earnings for more than five weeks in hospital as inpatient and from the evidence shows further under bed rest for all together nearly three

months, even awarded Rs.13,000/- in all comes to Rs.63,000/-, which is just compensation.

19. Coming to the rate of interest 9% awarded by the Tribunal is excessive reduced to 7.5% as reasonable as laid down by the latest Three Judge Bench of the Apex Court in ***Rajesh Vs. Rajbir singh***[7[6] ***,*** it is clearly laid down that interest at 7.5% is just and reasonable and same is the expression of the Apex Court in ***TN Transport Corporation v. Raja Priya***[8[7] referring to steep fall in bank lending rate that interest at 7.5% p.a. is just and reasonable. Accordingly, interest is reduced from 9% to 7.5% per annum.

20. In the result, all the four appeals are allowed in part as follows:

(1). In M.A.C.M.A.No.562 of 2006 (O.P.No.567 of 2000) the dismissal order of the tribunal is set aside and granted compensation of Rs.2,79,000/- with interest at 7.5% per annum from the date of claim petition till realization and subject to payment of deficit court fees for compensation claimed is Rs.1,50,000/- for the balance as per Rule 475 of the A.P.M.V.Rules before the Tribunal out of said compensation. Respondent Nos.1 to 3 are liable to 70% and respondent Nos.4, 5 and 7 are liable for 30%. Appeal against respondent No.6 is dismissed. There is no order as to costs of appeal.

(2). In M.A.C.M.A.No.563 of 2006 (O.P.No.151 of 2001) the compensation of Rs.60,600/- granted by the Tribunal is enhanced to Rs.1,07,000/- subject to payment of deficit court fee for compensation

[7[6] 2013 ACJ 1403
[8[7] (2005) 6 SCC 236

claimed is Rs.1,00,000/- for balance before the Tribunal as per Rule 475 of the A.P.M.V. Rules; however, by reducing the rate of interest from 9% per annum to 7.5% per annum. Respondent Nos.1 to 3 are liable to 70% and respondent Nos.4, 5 and 7 are liable for 30%. Appeal against respondent No.6 is dismissed. There is no order as to costs of appeal.

(3). In M.A.C.M.A.No.558 of 2006 (O.P.No.155 of 2001) the compensation of Rs.47,500/- granted by the Tribunal is enhanced to Rs.63,000/- (compensation claimed is Rs.1,50,000/-) however, by reducing the rate of interest from 9% per annum to 7.5% per annum. Respondent Nos.1 to 3 are liable to 70% and respondent Nos.4, 5 and 7 are liable for 30%. Appeal against respondent No.6 is dismissed. There is no order as to costs of appeal.

(4). In M.A.C.M.A.No.559 of 2006 (O.P.No.575 of 2000) the compensation of Rs.1,50,000/- granted by the Tribunal is enhanced to Rs.2,81,000/- subject to payment of deficit court fee for the balance as per Rule 475 of the A.P.M.V.Rules before the Tribunal. However, by reducing the rate of interest from 9% per annum to 7.5% per annum. Respondent Nos.1 to 3 are liable to 70% and respondent Nos.4, 5 and 7 are liable for 30%. Appeal against respondent No.6 is dismissed. There is no order as to costs of appeal.

21. M.A.C.M.A.Nos. 563 of 2005 (O.P.No.151 of 2001), 559 of 2005 (O.P.No.575 of 2000) and 562 of 2005 (O.P.No.567 of 2000),

the claimants are entitled to withdraw the amount only on payment of deficit court fee in the claim petition.

22. Miscellaneous Petitions pending in all the four appeals, if any, shall stand closed. There is no order as to costs.

Dr. B. SIVA SANKARA RAO, J

Dt:30.09.2016.

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