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

Date of Decision: 7th April, 2016

\+ **MAC.APP. 293/2016 & CM No.12924-26/2016**

SHRIRAM GENERAL INSURANCE CO LTD.

..... Appellant

Through: Mr. Sameer Nandwani, Adv.

versus

LAXMAN DASS GOEL AND ORS. ..... Respondents

Through: None.

CORAM:
HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT

R.K.GAUBA, J (ORAL):

1. On the accident claim case (registered as MACT case No. 55/2011), instituted on 31.01.2011 by the first to fifth respondents herein (the claimants), for compensation on account of death of Pushpa in a motor vehicular accident, that had occurred on 21.12.2010 at about 11 p.m. involving rash driving of the motor vehicle, described as tanker bearing registration No. HR 55 2626 (the offending vehicle), concededly insured against third party risk with the appellant insurance company (insurer), the motor accident claims tribunal (tribunal) held inquiry, clubbing the said case with other similarly placed cases relating to the same accident and, by judgment dated 22.12.2015, awarded compensation in the sum of Rs. 11,09,490/- in favaour of the claimants with interest, the said amount

including loss of dependency in the sum of Rs. 10,49,490/- which has been calculated on the assumed income of Rs. 5850/- (it being the rate of minimum wages of unskilled worker at the relevant point of time), adding the element of future prospects.

2. By the appeal at hand, the insurance company questions the computation only on the ground that the addition of future prospects was incorrect.

3. It is noted that the tribunal has followed the law laid down by this Court in the case reported as *Royal Sundram Alliance Insurnace Co. Ltd. vs. Manmeet Singh & Ors. 2012 ACJ 721* wherein guidelines were issued for calculation of loss of dependency in the case of death of a housewife. On being asked, the learned counsel for the appellant fairly conceded that the view taken by the tribunal is in accord with the view taken in the said case.

4. The counsel for the appellant, however, submits that there was breach of terms and conditions of the insurance policy inasmuch as the driver of the offending vehicle was not holding a valid or effective driving license and there was no valid permit held. It is noted that the tribunal has upheld these contentions and has already granted recovery rights. In this view, the interests of the appellant are duly protected. There is no case made out for total exoneration. [*National Insurance Company V. Swaran Singh* (2004) 3 SCC 297 and *United India Insurance Company Ltd. V. Lehru & Ors.* (2003) 3 SCC 338].

5. Thus, the appeal is found devoid of substance. It (with accompanying applications) is dismissed in *limine.*

6. It is noted that the registry has wrongly noted the cause title. The records shall be suitably corrected.

7. Statutory amount, if deposited, shall be refunded.

R.K. GAUBA
(JUDGE)

APRIL 07, 2016/nk