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

% **<u>Date of Decision: 15th September, 2016</u>**

\+ MAC.APP. 949/2012 & CM No.14936/2012

NEW INDIA ASSURANCE CO LTD ..... Appellant
Through: Mr. L.K. Tyagi, Adv.

versus

MADHU SAINI & ORS ..... Respondents
Through: Mr. Navneet Goyal, Adv. for R1 to R3.

CORAM:
HON'BLE MR. JUSTICE J.R. MIDHA

<u>JUDGMENT (ORAL)</u>

1. The appellant has challenged the award of the Claims Tribunal whereby compensation of Rs.18,55,000/- has been awarded to claimants/respondents No.1 to 3.

2. The accident dated 22nd April, 2008 resulted in death of Gagender Saini. The deceased was aged 38 years at the time of the accident and was working as a professional photographer at M/s Grandlay News & Entertainment. The deceased was also working as part-time photographer with K.K. Video & Studios. The Claims Tribunal took the income of the deceased as Rs.10,000/- per month, added 50% towards future prospects, deducted 1/3rd towards his personal expenses and applied multiplier of 15 to compute of loss of dependency as Rs.18,00,000/-. The Claims Tribunal awarded Rs.25,000/- towards love and affection, Rs.10,000/- towards loss of consortium, Rs.10,000/- loss of estate and Rs.10,000/- towards funeral expenses. Total compensation of Rs.18,55,000/- is awarded by the Claims Tribunal.

3. Learned counsel for the appellant urged at the time of the hearing of the appeal that income of the deceased has not been proved by any documentary evidence and, therefore, the minimum wages should be applied to compute the loss of income. It is further submitted that the future prospects should not be added to the income of the deceased.

4. The widow of the deceased appeared in the witness box as PW-1 and deposed that her husband was working with M/s Grandlay News & Entertainment earning salary of Rs.10,000/- per month. She further deposed that her husband was a part-time photographer with K.K. Video & Studio. She proved the certificate of the employer as Ex.PW1/9 and Ex.PW1/10. The proprietor of M/s Grandlay News & Entertainment appeared in the witness box and deposed that the deceased was working as a photographer and V.T. Editor from April, 2004 to 21st April, 2008 and was drawing salary of Rs.10,000/- per month. PW-2 proved the salary certificate as Ex.PW1/9 issued by him. The designation of the deceased has been mentioned as Photographer, D.C. Office on I-Card (Ex.PW2/B) issued by Govt. of NCT of Delhi signed by the then Chief Minister, Ms. Sheila Dikshit.

5. This Court is of the view that the compensation awarded to the claimants is just, fair and reasonable. There is no infirmity in the Claims Tribunal taking the income of the deceased according to his salary and adding future prospects of 50% considering that the deceased was 38 years at the time of the accident.

6. The appeal is dismissed. The appellant has deposited the entire award amount with UCO Bank, Delhi High Court Branch in terms of the order dated 29th August, 2012, out of which 50% amount has already been released to the claimants and the balance amount is lying in fixed deposit with UCO Bank, Delhi High Court Branch.

7. The UCO Bank, Delhi High Court Branch is directed to keep

Rs.12,00,000/- in fixed deposit in the following manner: -

<table>
<tr><th>Sr. No.</th><th>Duration of FDR</th><th><u>Resp. 1</u>
Widow
(Rs.)</th><th><u>Resp. 2</u>
Son
(Rs.)</th><th><u>Resp. 3</u>
Minor Daugher
(Rs.)</th></tr>
<tr><td>1.</td><td>1 yr</td><td>50,000/-</td><td>50,000/-</td><td rowspan="8">Rs. 5 lakh be kept in FDR till she attains the age of majority.

On maturity, Rs.1 lakh be released to her and be kept Rs. 4 lakh in 4 FDRs of Rs. 1 lakh each for a period of 1 year, 2 years, 3 years and 4 years.</td></tr>
<tr><td>2.</td><td>2 yrs</td><td>50,000/-</td><td>50,000/-</td></tr>
<tr><td>3.</td><td>3 yrs</td><td>50,000/-</td><td>50,000/-</td></tr>
<tr><td>4.</td><td>4 yrs</td><td>50,000/-</td><td>50,000/-</td></tr>
<tr><td>5.</td><td>5 yrs</td><td>50,000/-</td><td>50,000/-</td></tr>
<tr><td>6.</td><td>6 yrs</td><td>50,000/-</td><td>50,000/-</td></tr>
<tr><td>7.</td><td>7 yrs</td><td>50,000/-</td><td>-</td></tr>
<tr><td>8.</td><td>8 yrs</td><td>50,000/-</td><td>-</td></tr>
<tr><td colspan="2">TOTAL</td><td>4,00,000/-</td><td>3,00,000/-</td><td>5,00,000/-</td></tr>
<tr><td colspan="4">GRAND TOTAL</td><td>12,00,000/-</td></tr>
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8. The respondents No.1 and 2 shall intimate the particulars of their savings bank accounts to UCO Bank, Delhi High Court Branch.

9. The monthly interest on the FDRs of respondents No.1 and 2 shall be credited in their individual savings bank accounts. However, the monthly interest on the FDR of the minor, namely, respondent No. 3 shall be credited in the savings bank account of respondent No.1.

10. At the time of maturity, the fixed deposit amount shall be automatically credited in the individual savings bank accounts of the beneficiaries.

11. All the original FDRs shall be retained by UCO Bank, Delhi High Court Branch. However, the photocopies of the same shall be provided to the claimants/respondents no. 1 to 3.

12. No cheque book or debit card be issued to the claimants/respondents no. 1 to 3 without permission of this Court.

13. No loan or advance or pre-mature discharge shall be permitted without the permission of this Court.

14. The claimants/respondents no. 1 and 2 shall approach the UCO Bank for completing the formalities for the disbursement of the award amount in terms of this judgment.

15. UCO Bank, Delhi High Court Branch shall ensure that the savings bank accounts of respondents No.1 and 2 are individual accounts and not joint accounts.

16. The pending application is disposed of.

17. Copy of this judgment be given *dasti* to learned counsels for the parties under signature of Court Master.

J.R. MIDHA, J.

SEPTEMBER 15, 2016
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