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

% **Date of Decision: 30<sup>th</sup> November, 2016**

+ **MAC.APP. 1033/2013**

THE NEW INDIA ASSURANCE CO. LTD. .... Petitioner

Through: Mr. J.P.N. Shahi, Advocate

Versus

SH. KAVINDER SINGH & ORS. .... Respondent

Through: Mr. V K Vashistha, Advocate for  
R-1

Mr. Ashutosh Bhattacharjee,  
Advocate for R-2

**CORAM:**

**HON'BLE MR. JUSTICE J.R. MIDHA**

**JUDGMENT (ORAL)**

1. The appellant has challenged the Award of the Claims Tribunal whereby compensation of Rs.13,69,510/- has been awarded to respondent no.1.

2. On 29<sup>th</sup> January, 2005, respondent no.1 was driving truck No. HR 38K-7350 when it was hit by another truck bearing No.MP 17A 1677 near Kannauj, U.P..

3. Respondent no.1 suffered fracture of both legs, fracture of radius (right hand) and head injury. Respondent No.1 remained hospitalized from 31<sup>st</sup> January, 2005 to 3<sup>rd</sup> February, 2005 and again from 5<sup>th</sup> February, 2005 to 24<sup>th</sup> February, 2005 when his left leg was amputated. The disability of respondent no.1 was assessed at 60% in respect of his left lower leg.

4. The Claims Tribunal awarded compensation of Rs. 1,50,000/-

towards loss of expectation and disfigurement, Rs.1,50,000/- towards artificial limb, Rs.1,50,000/- towards pain and suffering, Rs.1,00,000/- towards loss of amenities and enjoyments, Rs.75,000/- for loss of marriage prospects, Rs.20,000/- towards conveyance and special diet, Rs.10,000/- towards medical expenses and Rs.12,176/- towards attendant charges. The Tribunal also awarded Rs.27,760/- towards loss of income and Rs. 6,74,568/- towards loss of earning capacity due to disability. The Claims Tribunal took the minimum wages of respondent no.1 as Rs.3,470/-, added 50% towards inflation, applied multiplier of 18 and took functional disability as 60% to compute the loss of earning capacity due to disability. The total compensation awarded is Rs.13,69,510/-.

5. Learned counsel for the appellant urged at the time of hearing that future prospects / inflation should not be taken into consideration.

6. Respondent no.1 is present in the Court today and his condition is seen. There is no infirmity in the Claims Tribunal taking inflation of 50% while computing the loss of earning capacity. This Court is satisfied that just and fair compensation has been awarded by the Claims Tribunal to the respondent no.1.

7. The appeal is accordingly dismissed.

8. The appellant has deposited the entire award amount with the Registrar General of this Court out of which 50% has been released to respondent and balance Rs.8,67,580.50/- is lying in FDR with maturity date of 20<sup>th</sup> July, 2014. The Registrar General is directed to disburse the balance amount to respondent no.1 by instructing UCO Bank, Delhi High Court Branch to discharge the FDR and release

Rs.1,00,000/- to respondent no.1 by transferring the same to his savings bank account and balance amount be kept in 9 FDRs in equal amounts for the periods 1 year, 2 years, 3 years, 4 years, 5 years, 6 years, 7 years, 8 years and 9 years.

9. The monthly interest on the FDRs of respondent no.1 shall be credited in his savings bank account by transferring same to his savings bank account near to his residence in Bikaner, Rajasthan,

10. At the time of maturity, the fixed deposit amount shall be credited in the individual savings bank account of respondent no.1, near to his residence in Bikaner, Rajasthan.

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 respondent no.1.

12. No cheque book or debit card be issued to the respondent no.1 without permission of this Court.

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

14. UCO Bank, Delhi High Court Branch shall ensure that the savings bank account of respondent no.1 is an individual account and not joint account.

15. Statutory amount be refunded back.

16. Copy of this judgment be given *dasti* to learned counsel for the parties.

**NOVEMBER 30, 2016**

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**J.R. MIDHA, J.**