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

Date of Decision: 01st March, 2016

\+ **MAC.APP. 1269/2012**

ICICI LOMBARD GENERAL INSURANCE CO. LTD..... Appellant

Through: Ms. Suman Bagga & Mr. Pankaj Gupta, Advs.

versus

KAMLA PASWAN & ORS. ..... Respondents

Through: None.

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

JUDGMENT

R.K.GAUBA, J (ORAL):

1. By judgment dated 6th August, 2012, the motor accident claims tribunal (the tribunal) while deciding the claim petition under Sections 166 and 140 of Motor Vehicles Act (MV Act) presented by the first to sixth respondents, registered as case No. 402/2009, directed the appellant insurance company (insured) to pay compensation in the sum of ₹ 12,45,000/- with interest @ 9% per annum from the date of filing of the petition till realization, it being concededly the insurer of Santro Car bearing registration No. DL 4C ND 3882 (the offending vehicle) which had caused the accident resulting the death of Vinod Paswan. While reaching the said conclusion, the tribunal worked out the loss of dependency at ₹ 11,90,000/- accepting the evidence of Naveen Jain (PW-2) that deceased was aged 34 years, working as Godown Keeper at a salary of ₹ 5,500/- per month on the date of his death, adding the element of future prospects of increase to the

extent of 50%. It is the element of future prospects which is the bone of contention raised by the appellant insurance company through the appeal at hand.

2. Having considered the submission made, this Court finds no substance in the appeal. The evidence of PW-2 clearly shows that the deceased was earlier engaged as a rickshaw puller by the same employer at an average income of ₹2,000/- per month. His income and status had grown over the period of 7 to 8 years in the said employment. In these circumstances, the element of future prospects cannot be grudged.

3. The appeal is devoid of merits and is liable to be dismissed.

4. By order dated 17th December, 2012, 80% of the awarded amount with proportionate interest was directed to be deposited with the tribunal and allowed to be released. There was a stay granted against recovery of the balance. The said stay is now vacated. The insurance company is directed to deposit the balance with the tribunal within 30 days of this order. In case of default, the claimant shall have the liberty to take out appropriate execution proceedings before the tribunal.

5. The statutory deposit, if made, shall be refunded.

6. The appeal is disposed of in above terms.

7. *Dasti*, as prayed.

R.K. GAUBA
(JUDGE)

MARCH 01, 2016/nk