**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**FAO-882-2013 &
XOBJC-71-CII-2014 (O&M)
Date of decision:- 08.11.2017**

Reliance General Insurance Company Ltd.

....Appellants

Versus

Chandrawali and others

....Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present:- Mr. Subhash Goyal, Advocate, for the appellant.

Mr. S.K. Chauhan, Advocate
for respondent Nos.1 and 2-Cross Objectors.

Mr. R.A. Sheoran, Advocate, for respondent Nos.4 and 5.

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RITU BAHRI J. (Oral)

CM-25708-2016

Prayer made in the application for impleading LRs of respondent Nos.1 and 2-cross objectors, namely, Chandrawali and Mohar Singh.

Application is allowed, as prayed for and the persons named in the application is ordered to be impleaded as LRs of respondent Nos.1 and 2-cross objectors, subject to all just exceptions.

Amended memo of parties is taken on record.

FAO-882-2013

On 26.10.2009 deceased Sanjay, Rattan Singh, Smt. Jeewani Devi, Sandeep, Rajesh and Rajender Singh were on their way to village

Hindor along with the equipment of tubewell, which had been purchased from Hisar, in Pickup dala bearing registration No.HR-55A-2576 being driven by respondent No.1. The driver of the Pickup Dala was driving the same in a rash and negligent manner. At about 4.00 PM, when they reached on the main road leading from Bhadra to Nohar Rohi Sikrodi, respondent No.1 lost the control over the vehicle and the vehicle turned turtle. In the accident, Rattan Singh and Sanjay sustained multiple and grievous injuries. After the accident, injured Sanjay and Rattan Singh were removed to CMC, Hisar. Whereas Sanjay died on 04.11.2009 at CMC, Hisar during his treatment and Rattan Singh died on 02.11.2009. The accident had taken place due to rash and negligent driving of respondent No.1. Amar Singh lodged FIR No.462 dated 02.11.2009, under Sections 279, 337, 338 and 304-A IPC against respondent No.1 at Police Station Badhra.

Consequently, the claimant had filed a claim petition before the Tribunal.

Respondents contested the claim petitions on all accounts. 'The Tribunal' considered the material and evidence available on file, awarded compensation to the tune of ₹7,11,000/- to the claimants.

Being dis-satisifed with the awarded amount of compensation, the appellant-Insurance Company is in appeal before this Court.

Learned counsel for the appellant-Insurance Company argued that while awarding the compensation the age of the deceased has not been taking into consideration as per judgment '***Sarla Verma and others vs. Delhi Transport Corporation and another, 2009 (3) RCR (Civil) Page 77'. Further,*** even though the recovery right has been given against owner and driver, the Insurance Company should have been absolved from making the payment.

On the other hand, learned counsel for the cross objector-respondent No.2 contends that the compensation awarded by the learned Tribunal is on the lower side and deserves to the enhanced, in view of the judgment '**Sarla Verma and others** **vs.** **Delhi Transport Corporation and another**, **2009 (3) RCR (Civil) Page 77'**, **'Rajesh and others** **vs.** **Rajbir Singh and others**, **2013 (9) SCC 54'** **and** **'Munna Lal Jain and another** **vs.** **Vipin Kumar Sharma and others**, **2015(3) Recent Apex Judgments 459'.**

I have heard counsel for the parties and thoroughly perused the case file.

The arguments of learned counsel for the appellant are liable to be rejected as in case **National Insurance Company Ltd.** Vs. **Baljit Kaur and others,** **(2004) 2 SCC 1,** the Hon'ble Apex Court had directed that the Insurance Company should satisfy the award and recover the amount from the Insurer. Paragraph 14 of the said judgment is as under: -

> "14. For the reasons aforementioned, Civil Appeal arising out of SLP (C) No. 10694 is allowed and Civil Appeal arising out of SLP (C) No. 9910 of 2006 is dismissed. If the amount deposited by the insurance company has since been withdrawn by the first respondent, it would be open to the insurance company to recover the same in the manner specified by the High Court. But if the same has not been withdrawn the deposited amount may be refunded to the insurance company and the proceedings for realisation of the amount may be initiated against the owner of the vehicle. In the facts and circumstances of the case, however, there shall be no order as to costs."

In view of the above-said judgment, no ground is made out to interfere with the award of the Tribunal. Hence, the appeal filed by the appellant-Insurance Company is dismissed.

As regards to cross-objections, the compensation has to be re-assessed keeping in view the above mentioned judgments, :-

Sr. No.	***Heads***	***Calculations***
(i)	Salary	₹6,000/- per month
(ii)	40% future prospects	₹6,000 + ₹2,400=₹8,400/- per month
(iii)	1/2rd deducted as personal expenses of the deceased	₹8,400 - ₹4,200 = ₹4,200 per month
(iv)	Compensation after multiplier of '17' is applied	₹4,200 x 12 x 17= ₹8,56,800/-
(v)	Funeral charges	₹15,000/-
(vi)	Medical expenses (as awarded by the Tribunal)	₹94,245/-
(vii)	Total Compensation awarded	₹9,66,045/-
	Enhanced amount of compensation	₹9,55,045 - ₹7,11,245/- = ₹2,54,800/-

Resultantly, the enhanced amount of compensation of ₹2,54,800/- shall be payable within a period of forty five days from the date of receipt of certified copy of this order. The enhanced amount of compensation shall carry interest @ 9% per annum from the date of filing of the claim petition, till its realization, in view of the judgment of Hon'ble the Supreme Court in a case of **Kumari Kiran through her father Harinarayan Vs. Sajjan Singh and others, 2015(1) SCC 539**.

With the aforesaid modification in the impugned award, the Cross-objection is allowed to the above extent.

November 08, 2017 **(RITU BAHRI)**
naresh.k **JUDGE**

Whether speaking/reasoned	Yes
Whether reportable	No