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IN THE HIGH COURT OF DELHI AT NEW DELHI

Decided on: 9th November, 2017

\+ MAC.APP. 297/2016

SHRI RAM GENERAL INSURANCE CO. LTD..... Appellant
Through: Mr. Sameer Nandwani, Adv.

versus

LAXMAN DASS GOEL & ORS. ..... Respondents
Through: Mr. S.N. Parashar, Adv. for claimant.

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

JUDGMENT (ORAL)

1. Monika @ Soni (a bachelor) who was earning her livelihood as a teacher, died in a motor vehicular accident that had occurred on 21.12.2010, involving negligent driving of tanker bearing registration no.HR 55 2626, admittedly insured against third party risk with the appellant (insurer). Nine claim cases arose out of the same accident. The tribunal clubbed all the said cases and decided them by common judgment dated 22.12.2015. In the claim case (53/11) on account of death of Monika @Soni, the tribunal awarded total compensation of Rs. 12,96,372/-, in favour of the claimant and fastened the liability to pay with interest on the insurer though granting it recovery rights against the third respondent (the registered owner of the vehicle).

2. The insurer presses the appeal at hand only to question the non-pecuniary damages which have been included in the award in the sum of Rs. 1,00,000/- towards loss of love & affection, Rs. 10,000/- for loss of estate and Rs. 25,000/- for funeral expenses placing reliance on judgment

of a Constitution Bench of the Supreme Court rendered on 31.10.2017 in *SLP (C) 25590/2014, National Insurance Company Ltd. Vs. Pranay Sethi and Ors.* The learned counsel for the claimants fairly concedes that the non-pecuniary damages will have to be in accord with the dispensation in *Pranay Sethi* (supra). Thus, instead of above-mentioned awards, Rs. 15,000/- each towards loss to estate and funeral expenses are added. This would result in reduction of the award by (135000 – 30000) Rs.1,05,000/-. The award in favour of first respondent is, therefore, reduced to (12,96,372 – 1,05,000), Rs. 11,91,372/-, rounded off to Rs. 11,92,000/- (Rupees Eleven Lakhs Ninety Two Thousand Only). It shall carry interest as levied by the tribunal.

3. By order dated 07.04.2016, the insurer had been directed to deposit the entire awarded amount with upto date interest with the tribunal within thirty days and out of such deposit 50% was permitted to be released to the claimants. The balance was directed to be put in interest bearing fixed deposit account for a period of one year with provision for auto renewal. The tribunal shall calculate the amount payable to the claimants in terms of the modification ordered above, and release the same to the claimant from the amount deposited, refunding the excess, if any, to the insurance company.

4. The statutory amount shall be refunded.

5. The appeal is disposed of in above terms.

6. This judgment does not disturb the recovery rights granted to the insurer.

R.K.GAUBA, J.

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