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

Decided on: 25th September, 2017

\+ MAC APPEAL 414/2017

NATIONAL INSURANCE COMPANY LTD. ..... Appellant
Through: Mr. Shoumik Mazumdar, Advocate

versus

RENU & ORS. ..... Respondents
Through: Mr. Partap Singh, Advocate with Mr. Aunil Aimd, Advocate for R-1 to R-3.

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

JUDGMENT (ORAL)

1. Jaswinder Singh, aged 27 years old, died in a motor vehicular accident that occurred on the night intervening 9th & 10th September, 2014, on account of negligent driving of tanker bearing registration No.DL-1M-6365, admittedly insured against third party risk with the appellant insurance company. In the accident, one Balak Singh had also suffered injuries. Two accident claim cases were filed including one (MACP No.11/2015) seeking compensation on account of death of Jaswinder Singh, the other being for injuries suffered by Balak Singh. Both claim cases were clubbed and, after inquiry, decided by the tribunal by common judgment dated 28.01.2017. In the case of death, the tribunal awarded total sum of Rs.31,79,000/- directing the insurer to pay with interest @ 9% per annum, the said amount

inclusive of loss of dependency, it having been calculated with the element of future prospects of increase being added.

2. The appeal by the insurer is pressed only to question the addition of element of future prospects of increase. It is, however, noted that the claimants had proved through Rakesh Kumar (PW-3) the proprietor of M/s. Hardik Travels that the deceased was a regular employee of the said entity, the terms of engagement whereof clearly showed the element of progressive rise in income.

3. Having regard to the irrefutable evidence brought on record showing progressive rise in the income from the salary, element of future prospects of increase cannot be grudged [see judgment dated 28.03.2016 in MAC.APP. 548/2013 *United India Insurance Co. Ltd. v. Kamla & Ors*.].

4. The appeal is dismissed.

5. By order dated 02.05.2017, the insurance company had been directed to deposit the awarded amount with interest after holding back Rs.8.5 lakhs. The amount directed to be deposited was allowed to be released. The insurer is now directed to satisfy the balance of its liability under the impugned judgment by requisite deposit with the tribunal within thirty days.

6. The statutory amount shall be refunded after proof of award having been satisfied is shown.

R.K.GAUBA, J.

SEPTEMBER 25, 2017
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