IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-327-2014 (O&M)
Date of decision: 02.05.2018

Sonia Khanna @ Sonia Gupta ...Appellant

V/s.

Dalip Kumar Pandey and others ...Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI.

Present: Mr. Ashwani Arora, Advocate for the appellant.

Mr. Rajesh K. Sharma, Advocate
for respondent No. 3-insurance co.

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RITU BAHRI, J. (Oral).

CM-1032-CII-2014

For the reasons mentioned in the application, delay of 41 days in filing the appeal is condoned.

Application stands disposed of.

FAO-327-2014

This appeal has been filed by the claimant-appellant seeking enhancement of compensation awarded by Motor Accident Claims Tribunal, Chandigarh (hereinafter referred to as 'the Tribunal') vide award dated 18.05.2013 on account of 100% damage to her car bearing registration No. CH03-Z-4408 which she had purchased in the year 2007 by taking a loan of Rs.2 lacs from Mahindra & Mahindra Financial Services Limited.

As per the surveyor report Ex PW-4/A, the car was 100% burnt in the accident. However, in the absence of any direct evidence on the purchase of car, the Tribunal has awarded Rs.1 lac as compensation.

Learned counsel for the claimant has referred to receipts Exs. P-25 and P-26 to show that installments have been paid by the claimant to Mahindra & Mahindra Financial Services Limited at Rs.5,670/- when she took loan of Rs. 2 lacs for purchase of car. The said receipts are not disputed by the insurance company.

Learned counsel for the insurance company submits that after taking the loan of Rs.2 lacs, there was depreciation in the value of the car.

I have heard learned counsel for the parties and perused the case file. A perusal of the receipts Exs.P25 and P26 shows that claimant had paid installments of Rs.5,670/- on 18.08.2009 and again on 18.11.2008. Thereafter, Ex.P27 is the detail of installments paid by the claimant mentioning therein the contract No. 565966 which is reflected in the receipts Ex.P25 and P26 and this loan had been given for the purchase of Honda City GXI (M/T). These documents were sufficient to prove that Rs.2 lacs loan had been taken by the claimant to purchase Honda City car.

In the present case, accident had taken place on 03.12.2009 and the installments were being paid even in August, 2009 as per Ex. P25. Moreover, in the affidavit Ex.PW-2/A, the claimant has specifically stated that after taking a loan of Rs.2 lacs, Rs.75,000/- has been paid in cash.

The appeal is allowed with enhancement of Rs.75,000/- exclusive of Rs.1 lac already paid, within a period of two months from the date of receipt of certified copy of this order. The enhanced amount of compensation shall carry interest @ 7.5% 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 the case of "***Shri Nagar Mal and others V/s. The Oriental Insurance Company Ltd. and others in Civil Appeal No. 448 of***

***2018.*"** Remaining conditions of disbursal of amount shall remain unaltered.

(RITU BAHRI)
JUDGE

May 02, 2018
Divyanshi

Whether speaking/reasoned	**:**	**Yes/No**
Whether reportable	**:**	**Yes/No**