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(Via Video Conference)

F.M.A. 578 OF 2021

Sunanda Banerjee & Ors.
-Vs.-
The New India Assurance Company Limited & Anr.

Mr. Amit Ranjan Roy
...For the Appellants/ Claimants.

Mr. Rajesh Singh
...For the Respondent/ Insurance Company

The appeal is directed against the judgment and award dated 29th August, 2020 passed by the learned Additional District Judge cum Judge, Motor Accident Claims Tribunal, 1st Court, Asansol, Paschim Bardhaman in Motor Accident Claim Case No. 92 of 2016 in a claim under section 166 of the Motor Vehicles Act, 1988 for the death of one 42 years old 'Alok @ Aloke Banerjee', in an accident dated June 14, 2016.

Mr. Roy, counsel appearing on behalf of the appellants/claimants has challenged the quantum of compensation. He submitted that the monthly income of Rs.10,000/- of the deceased as considered by the learned Judge was inadequate and considering the evidence of income of the deceased, minimum of Rs.13,000/- per month should have been considered as the net salary of the victim. It is also submitted by him that the tribunal has erroneously not considered the 'future prospect' of the deceased. Accordingly, it was argued that a lesser quantum of compensation has been wrongfully awarded by the tribunal.

Per contra, counsel representing the insurance company argued that the award is just and reasonable and there is no further scope of enhancement of the same.

Considering the salary certificate, salary slips of the deceased and deposition of P.W. – 2, I am of the view that the monthly income of Rs.13,000/-, as prayed for by the claimants can be considered for assessing the compensation amount. However, in the facts of this case, as the original employer of the deceased, 'Tara Colliery' had closed down and the deceased was receiving salary as per the direction of 'West Bengal Mineral Development and Trading Corporation Limited', the future prospect of 25% is considered for computation of compensation. Counsel for the appellants/claimants does not dispute that the appropriate multiplier in the instant case should be '14' purchase factor.

Accordingly, following the principles of assessment laid down by the Hon'ble Supreme Court in the cases of ***Smt. Sarla Verma & Ors. vs. Delhi Transport Corporation & Anr.*** reported in ***(2009) 6 SCC 121*** and ***National Insurance Company Ltd. vs. Pranay Sethi & Ors.*** reported in ***(2017) 16 SCC 680***, the impugned award is modified and recalculated in the manner referred hereinafter :

Particulars	**Amount (Rs.)**
Monthlyu Income	Rs. 13,000/-
Annual Income	Rs. 1,56,000/-
Add 25% future prospect (Rs.39,000/-)	Rs.1,95,000/-
Less 1/3rd for personal expenses (Rs.65,000/-)	Rs.1,30,000/-
Multiplier 14	Rs.18,20,000/-
Add General Damages	Rs.70,000/-
Total Principal Compensation	Rs.18,90,000/-
Less – awarded by tribunal and Paid by the insurer	Rs.12,70,000/-
Balance (enhancement)	Rs.6,20,000/-

The appellants/claimants acknowledge receipt of the awarded amount of Rs.12,70,000/- along with interest in terms of the direction passed by the tribunal. Accordingly, the balance enhanced sum of Rs.6,20,000/- would become payable to the appellants by the insurance company with interest assessed @6% per annum on and from the date of filing of the claim application till the date of payment, within a period of 45 days from the date of receipt of the bank account particulars of the appellants/claimants.

Counsel for the appellants/claimants shall forward the bank accounts details of the appellants/claimants within a fortnight from date to the counsel for the insurance company. The payment shall be made in the proportion as decided by the tribunal.

With the aforesaid directions the instant appeal is disposed of.

In view of the disposal of this appeal, connected applications, if any, are also disposed of. The department concerned is directed to tag the applications, if any, with the main appeal.

There will be no order as to costs.

LCR, if any, may be returned back to the court below.

Urgent photostat certified copy of this order, if applied for, be given to the parties, upon compliance of all formalities, on priority basis.

(Shekhar B. Saraf, J.)