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

425 (2 cases) FAO-931-2013
Date of Decision: 06.09.2022

Mary Varghese and others .... Appellants

Versus

Raj Kumar and others .... Respondents

2. FAO-580-2013

Reliance General Insurance Company Ltd. .... Appellant

Versus

Mary Varghese and others .... Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Inder Jit Sharma, Advocate
for the appellants in FAO-931-2013 and
for the claimants in FAO-580-2013. .

Mr.T.K.Joshi, Advocate
for the Insurance Company. .

****

JAGMOHAN BANSAL, J. (Oral)

1. By this common order, the above said two appeals which are arising from the same incident and award dated 03.11.2012 passed by the Motor Accident Claims Tribunal, SAS Nagar (Mohali) (for short 'Tribunal') are hereby adjudicated.

2. The claimants have filed appeal seeking enhancement of

compensation whereas Reliance General Insurance Company Ltd. (for the sake of convenience 'respondent') has filed appeal raising question of maintainability of claim against the Insurance Company.

3. The brief facts emerging from record and arguments of both sides are that on 05.10.2009, Varghese P. Abraham @ Roy Abraham (deceased) while driving his scooter bearing registration No. CH-03-L-2107 met with an accident with Maruti Car bearing registration No.HR-70A-1548 driven by Raj Kumar s/o Ram. The deceased died on 06.10.2009. The owner of Maruti Car was Lakhbir Kaur w/o Gurmail Singh. The dependants of deceased filed a claim petition under Section 166 of the Motor Vehicles Act, 1988 and learned Tribunal after considering issues involved and arguments of both sides awarded a sum of Rs.6,87,960/- along with interest @ 6% per annum as compensation.

4. Learned counsel for the respondent-Insurance Company contended that car in question was not insured at the time of accident. They had sought permission to lead additional evidence which was granted. However, learned Tribunal while passing impugned order has not considered additional evidence led by Insurance Company.

5. Per contra, learned counsel for claimants/appellants contended that owner of car produced proposal form of insurance which depicted that form was duly stamped and it was showing a payment of Rs.877/- as premium and Insurance Company has failed to disconnect aforesaid proposal form from owner of the vehicle, thus

learned Tribunal has rightly fastened liability upon the Insurance Company. On the question of enhancement, he contended that learned Tribunal has wrongly ignored income of deceased which he was getting as priest from a church.

6. I have perused the record and heard arguments of both sides.

7. Learned counsel for Insurance Company on being confronted with proposal form and other documents on record expressed his inability to controvert findings of learned Tribunal whereby Insurance Company has been held liable to pay compensation and it has been concluded that car was duly insured even though cover note was not issued.

8. Learned counsel for the appellant expressed his inability to controvert finding of learned Tribunal qua rejection of income of Rs.10,000/- allegedly received from church. He fairly contended that income of deceased may be considered Rs.3500/- per month. He confined his prayer to compensation awarded under heading loss of consortium, funeral expenses and loss of estate.

9. In view of judgements of Hon'ble Supreme Court in **National Insurance Company vs. Pranay Sethi and others 2017 (16) SCC 680** and **Smt. Sarla Verma and others vs. Delhi Transport Corporation and another 2009 (6) SCC 121,** the appellants are entitled to compensation under heading 'loss of consortium' to the tune of Rs.44000X3 =1,32,000/-, under heading 'loss of estate' Rs.16,500/- and 'funeral expenses' Rs.16,500/-. The

total additional compensation comes to Rs.1,65,000/- which the Insurance Company shall pay along with rate of interest awarded by the learned Tribunal.

10. The respondent No.3-Insurance Company is directed to make entire payment within a period of two months from today after excluding payment already made.

11. The appeals are disposed of in the above terms.

(JAGMOHAN BANSAL)
JUDGE

06.09.2022
anju

Whether speaking/reasoned	Yes/No
Whether Reportable	*Yes/No*