IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

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1. FAO-5692-2017(O&M)
Date of Order: 29.03.2022

NATIONAL INSURANCE COMPANY LTD. **..Appellant**

Versus

SUKHPAL SINGH AND ORS **..Respondents**

2. FAO-5693-2017(O&M)

NATIONAL INSURANCE COMPANY LTD. **..Appellant**

Versus

GURPREET SINGH AND ORS **..Respondents**

3. FAO-5698-2017(O&M)

NATIONAL INSURANCE COMPANY LTD. **..Appellant**

Versus

SUKHPAL SINGH AND ORS **..Respondents**

4. FAO-8617-2017

SUKHPAL SINGH AND OTHERS **..Appellants**

Versus

JAGWINDER SINGH AND ORS **..Respondents**

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Rajbir Wasu, Advocate
for the appellant (in FAO-5692, 5693 & 5698 of 2017)
for respondent No.3 (in FAO-8617-2017)

None for the appellant (in FAO-8617-2017)

Mr. Parminder Singh, Advocate
for Jagwinder Singh, Driver and owner of the car
(in FAO-5692, 5693 and 5698 of 2017)

ANIL KSHETARPAL, J(Oral)

This set of four appeals which are connected shall stand disposed of.

Challenging the correctness and validity of the award passed by the Motor Accident Claims Tribunal on 02.03.2017, the Insurance Company has filed three appeals, whereas, the fourth appeal has been filed by the claimants. In an automobile accident Harpreet Singh aged about 12 years lost his precious life, whereas, his father Sukhpal Singh and another person Gurpreet Singh suffered injuries.

Three claim petitions were filed under Section 166 of the Motor Vehicles Act, 1988. The Tribunal while allowing the claim petitions assessed the amount of compensation in the following manner:-

i. Rs.2, 50,000/- for the death of Harpreet Singh.

ii. Rs.79,906/- for the injuries to Gurpreet Singh.

iii. Rs.1,22,744/- for the injuries to Sukhpal Singh.

The Insurance Company does not challenge the quantum of the compensation assessed by the Tribunal.

This Bench has heard the learned counsel representing the parties at length and with their able assistance perused the paperbooks.

The learned counsel representing the Insurance Company contends that in the criminal trial Gurpreet Singh and Sukhpal Singh did not support the case of the prosecution, therefore, their evidence before the Tribunal cannot be relied. He further contends that the registration of the Vehicle lapsed on 15.03.2014, whereas, accident took place on 27.01.2015. He submits that there was a violation of essential condition of the Insurance

Policy, therefore, the Insurance Company cannot be held liable.

Per contra, the learned counsel representing the owner and driver of car bearing No.UP-16-8475, has submitted that vehicle was registered again on 10.02.2015, in favour of Jagwinder Singh-respondent No.1. He further submits that the deposition of the eye-witnesses in the criminal case was never put to the Gurpreet Singh and Sukhpal Singh, who appeared as CW-1 and CW-2, therefore, the same cannot be relied.

Although, the learned counsel representing the claimants is not present, however, this Court has gone through grounds of appeal.

As regards the first argument of the learned counsel representing the Insurance Company, it is not in dispute that the alleged statements of Gurpreet Singh and Sukhpal Singh in the criminal case were neither put to the witnesses before the Tribunal nor they are a part of the record of the Court. Before a statement given in a separate case is admitted in evidence, it is incumbent for the parties to confront the witnesses with the aforesaid statement so as to give him an opportunity to explain. In absence thereof, such evidence is not admissible.

In the present case, such depositions of Gurpeet Singh and Sukhpal Singh are not the part of record. Only a copy of the judgment passed in a criminal case has been produced which is not binding on the Civil Court.

As regards the second argument, it may be noted that the registration of the vehicle was renewed on 10.02.2015. Consequently, the subsequent renewal resulted in regularization of the registration of the vehicle from the date of expiry of the previous registration.

Furthermore, once the vehicle was registered and its validity was expired which was subsequently renewed, the period in between would stand regularized in view of the subsequent registration i.e. the registration will be considered for the expired period as well.

Hence, there is no force in the three appeals filed by the Insurance Company.

Now, this Bench proceeds to examine the appeals filed by the claimants. It has been noticed that the Tribunal after assessing the income of the deceased at the rate of Rs.15,000/- per annum, has multiplied the same with the multiplier of 15 and have arrived at a figure of Rs.2,25,000/-. Rs.25,000/- have been awarded towards funeral expenses.

It is evident that unfortunate parents of a young boy are the claimants apart from their elder son.

As per the judgment passed by the Hon'ble Supreme Court in ***Magma General Insurance Co. Ltd. Vs. Nanu Ram @ Chuhru Ram and others, 2018(4) RCR (Civil) 333*** which has been reiterated by another Division Bench in ***New India Assurance Co. Ltd. vs. Somwati and others, Civil Appeal No.3093 No.2020, decided on 07.09.2020***, and by a three Judge Bench in ***United India Insurance Company Ltd. Vs. Satinder Kaur @ Satwinder Kaur and others, (2020) SCC Online 410,*** in which it has been approved that each parent is entitled to Rs.40,000/- as consortium.

As per the judgment passed by the Five Judge Bench in ***National Insurance Company Ltd. Vs. Pranay Sethi and others, 2017 SCC Online SC 1270***, under the conventional heads a fixed amount of Rs.15,000/- each is to be awarded towards loss of estate and funeral expenses.

Keeping in view the aforesaid facts, the increased amount comes to Rs.80,000 (Rs.40,000 to each of the parent) + Rs.5,000 = Rs.85,000/-.

The enhanced compensation shall be payable along with the interest at the rate of 7.5% from the date of filing of the claim petition till its realization.

All the pending miscellaneous applications, if any, are also disposed of.

March 29th, 2022 **(ANIL KSHETARPAL)**
Ay **JUDGE**

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