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

Date of decision: 05.09.2023

(15) + MAC.APP. 216/2018

VIMILA DEVI & ORS

..... Appellants

Through: Mr.Varun Sarin, Ms.Parul Dutta,
Advs.

versus

SANJEEV KUMAR & ORS (VARUNA INTEGRATED
LOGISTICS PVT LTD, HDFC ERGO GEN INS CO LTD)

..... Respondent

Through: Mr.M.K.Yadav, Adv. for R-2.
Mr.Sameer Nandwani,
Adv. for R-3.

(16) + MAC.APP. 698/2018 & CM APPL. 30145/2018

VARUNA INTEGRATED LOGISTICS PVT LTD

..... Appellant

Through: Mr.M.K.Yadav, Adv.

versus

HDFC ERGO GENERAL INSURANCE CO LTD & ORS

..... Respondent

Through: Mr.Sameer Nandwani, Adv. for R-1.
Mr.Varun Sarin, Ms.Parul Dutta,
Advs. for R-3 to 7.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

NAVIN CHAWLA, J. (ORAL)

1. These appeals have been filed challenging the Award dated



24.10.2017 passed by the learned Motor Accidents Claims Tribunal, Patiala House Courts, New Delhi (hereinafter referred to as 'Tribunal') in MACP No. 158 of 2016 titled *Smt.Vimla Devi & Ors. v. Sanjeev Kumar & Ors.*

2. MAC APP. No.216/2018 has been filed by the claimants seeking enhancement of compensation granted by the learned Tribunal in their favour, while MAC APP. No.698/2018 has been filed by the owner of the offending vehicle, that is, Truck bearing registration No.NL-02N-4380. They shall be referred to as 'the claimants' and as 'the owner of the offending vehicle' in the following judgment.
3. The claimants have filed their appeal seeking enhancement of the compensation granted in their favour, on the following grounds:
 - (a) The income of the deceased has been wrongly determined on the basis of the minimum wages notified for an 'unskilled worker' by the State of Uttar Pradesh, instead of his income duly proved during the testimony of his wife Smt.Vimla Devi (PW-1), and Sh.Vijay Pal (PW-2), who used to work with the deceased;
 - (b) the learned Tribunal has erred in not awarding compensation towards future prospects; and
 - (c) the learned Tribunal has wrongly assessed compensation by taking the multiplier of 17 instead of 18.

INCOME OF THE DECEASED:

4. As far as the income of the deceased is concerned, the learned



counsel for the claimants submits that the deceased, at the time of the accident, was working as an Electrician. PW-1 and PW-2, in their testimony before the learned Tribunal, had clearly stated that the deceased was earning around Rs.30,000/- to Rs.35,000/- per month. In fact, PW-2 has also stated that he was being paid a salary of Rs.9,000/- per month (in case of overtime, Rs.10,000/- per month) by the deceased.

5. The learned counsel for the appellant submits that in presence of the evidence of PW-1 and PW-2, and in absence of contrary evidence being led by the respondents, that is, the owner/driver of the offending vehicle or by the Insurance Company, the learned Tribunal should have accepted the proof of income of the deceased for awarding compensation.
6. He submits that without prejudice to the above, as the deceased was working as an Electrician, the minimum wages notified for a 'skilled worker' by the State of Uttar Pradesh should have been adopted. In support, he places reliance on the judgment of this Court in ***Tek Ram v. Ved Pal & Ors.***, 2012 SCC OnLine Del 2239. He submits that the fact that the deceased was working as an Electrician is supported not only by the testimony of PW-1 and PW-2, but also by the fact that the deceased was, at the time of the accident, carrying in the offending vehicle electrical goods purchased by him from Bareilly. He submits that therefore, even if it is said that there is a doubt on the income of the deceased, there cannot be a doubt cast on the fact that the deceased was working as an Electrician.



7. The above submission is not disputed by the learned counsel for the owner of the offending vehicle.
8. The learned counsel for the Insurance Company, however, submits that the claimants failed to produce any cogent documentary evidence in support of their claim, not only of the deceased working as an Electrician, but also on his income. He submits that in absence of such proof, the learned Tribunal has rightly taken the income of the deceased on the basis of the minimum wages for an 'Unskilled Worker' notified by the State of Uttar Pradesh.
9. I have considered the submissions made by the learned counsels for the parties on this issue.
10. PW-1, the wife of the deceased, in her evidence by way of affidavit (PW-1/A) had stated that the deceased was working as an Electrician. She was cross examined by the learned counsel for the Insurance Company, in course of which, she stated as under:

***“XXXXXXXX BY SH. KARAN SINGH, PROXY
COUNSEL FOR INSURANCE
COMPANY/RESPONDENT NO.3.***

The deceased was High School / 10th passed. Apart from Ex.PW1/3 i.e. Transfer Certificate, I have not filed any other education proof on record of the deceased. The deceased was working as an Electrician. I have not filed any document to show that he had done I.T.I. The deceased was working as an independent Electrician. The deceased was earning between Rs. 25,000/- to Rs. 35,000/- per month. The deceased was not paying I.T.R. It is correct that I have not filed any documentary proof of income of my deceased husband. My daughter Mahi was born on 08.07.2016. I am staying with my in-laws since my marriage. It is wrong to suggest that I am deposing falsely.”

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11. PW-2 stated that he used to work under the deceased. He further stated that the deceased was doing the job of an Electrician and house wiring, and had contract works at Pilibhit, Bareilly, Nawabganj, and at Delhi at Laxmi Nagar. He stated that the deceased used to purchase electrical goods from Bareilly and used to get the same on some vehicle hired for that purpose. He stated that the deceased had gone to purchase the electrical goods from the Bareilly at the time of the accident for some work which was to be carried at Pilibhit on 19th / 20th December, 2015. His testimony is reproduced as under:

“PW2: SH. VIJAY PAL, S/O SHRI RAM PRASAD, R/O GRAM SHIV PRIYA, POST KALYANPUR KHAS, DISH. PILIBHIT, U.P.

On SA

I have brought my voter identity card same is Ex.PW2/1 (OSR). I used to work under the deceased Sh. Manoj Kumar. The deceased was doing the job of electrician and house wiring. I was working with the deceased since end 2014 till the date of the accident. The deceased used to take contract of electrical work at Pilibhit, Bareilly, Nawabganj and at Delhi namely at Laxmi Nagar. I used to earn Rs. 9,000/- per month and in case of over time I used to get Rs. 10,000/- per month. The deceased was earning approximately Rs. 30,000/- to Rs. 35,000/- per month at the time of the accident. Another person namely Sh. Ved Pal, S/o Sh. Rameshwar Dayal used to work as a Helper/Assistant alongwith me under Sh. Manoj Kumar. The deceased was doing the work of electrician almost 4-5 years before I had joined him, since I knew him before I had started work. The deceased used to purchase the electrical goods i.e. electrical wire, switches, sockets, pipes, tube lights, bulbs etc. from Bareilly. The deceased





used to go himself for purchase of the electrical goods from Bareilly and used to get the same on some vehicle hired for that purpose. The deceased had gone to purchase electrical goods from Bareilly at the time of the accident since he had informed me that they would be some electrical contract at Pilibhit on 19th - 20th December, 2015.”

12. PW-3, Sh.Ravinder Kumar, who is an eye-witness to the accident, also stated that the police had inspected the offending vehicle in his presence and found in the back of the truck sacks of electrical goods and pipes belonging to the deceased.
13. Cognizance is also to be taken of the FIR which was registered on 19.12.2015, that is, the very next day of the accident. The FIR was registered on the basis of the statement of the father of the deceased, who stated that the deceased was carrying his goods in the offending vehicle when the offending vehicle met with an accident resulting in the death of the deceased. The accident had taken place at 8.20 p.m. in the night, while the FIR was registered the very next day at around 9:55 a.m. It cannot, therefore, be said that the contents of the FIR or the Complaint were an afterthought, aimed merely to create grounds for claiming enhanced compensation.
14. It needs no re-emphasis that the Motor Vehicles Act, 1988 (hereinafter referred to as the ‘Act’) is a beneficial legislation aimed at granting relief to the victims of the motor accident. The claimants are not to prove their claim ‘beyond reasonable doubt’, but on the touchstone of the ‘preponderance of probabilities’. The test to be applied by the learned Tribunal is also more liberal in approach as



the learned Tribunal is not to carry out a trial but an inquiry with the aim to grant compensation which is just and reasonable in favour of the victims of a motor accident.

15. Applying the above test, in my opinion, the claimants had been able to prove that the deceased was working as an Electrician at the time of the accident. He was carrying his goods purchased by him from Bareilly to Pilibhit on the offending vehicle. Though, at the same time, the appellants had failed to produce any cogent evidence of the income of the deceased. Even this can be appreciated as the deceased was working in an unorganized sector and may not be maintaining complete records of his income. At the same time, at least some evidence in this regard should have been produced by the claimants. In absence of the proof of income, in my view, the learned Tribunal should have adopted the minimum wages notified for a 'Skilled Worker' by the State of Uttar Pradesh in terms of the judgment of this Court in ***Tek Ram*** (supra).
16. The learned counsel for the claimants submits that at the relevant time, the minimum wages for 'skilled worker' notified by the State of Uttar Pradesh was Rs.8,397.04.
17. In my view, therefore, income of Rs. 8,397.04 per month should have been taken into account for determining the loss of dependency and other relief in favour of the claimants. It is ordered accordingly.

FUTURE PROSPECTS:

18. The learned counsel for the claimants submits that the learned



Tribunal has erred in not awarding compensation towards the future prospects. In support, he places reliance on the judgment of the Supreme Court in *National Insurance Company Ltd. v. Pranay Sethi & Ors.*, (2017) 16 SCC 680, to submit that as the deceased was aged 25 years, 6 months and 1 day at the time of the date of accident, 40% should have been added to his income towards future prospects.

19. This could not be disputed by the learned counsel for the owner of the offending vehicle, and also by the learned counsel for the Insurance Company.
20. As the deceased was aged 25 years, 6 months and 1 day, and was employed as an Electrician, in terms of the judgment of the Supreme Court in *Pranay Sethi* (supra), 40% of his income should have been added towards future prospects. It is ordered accordingly.

MULTIPLIER:

21. The learned counsel for the appellant further submits that the learned Tribunal has erred in applying the multiplier of 17 for determining the loss of dependency for the claimants. He submits that the age of the deceased at the time of the accident was 25 years, 6 months and 1 day, as found by the learned Tribunal. He submits that therefore, the appropriate multiplier to be adopted should have been 18.
22. On the other hand, the learned counsel for the Insurance Company submits that the learned Tribunal has rightly adopted the multiplier



of 17, as the deceased had exceeded the age of 25 years.

23. I am unable to accept the submission made by the learned counsel for the Insurance Company.
24. In ***Sheeba @ Shiva v. TATA AIG Gen. Ins. Co. Ltd. Ors.***, NC no.2023:DHC:5084, this Court has considered the above issue, and has held as under:

“9. On the second issue, it is not disputed before this Court that the appellant was aged around 25 years and 8 months on the date of the accident.

*10. In **Shashikala and Ors. v. Gangalakshamma and Anr.**, 2015 ACJ 1239, relied upon by the learned counsel for the appellant, it has been held as under:*

“17. Insofar as appropriate multiplier, the date of birth of the deceased as per driving licence was 16.6.1961. On the date of accident, i.e., 14.12.2006, the deceased was aged 45 years, 5 months and 28 days and the Tribunal has taken the age as 46 years. Since the deceased has completed only 45 years, the High Court has rightly taken the age of the deceased as 45 years and adopted multiplier of 14 which is the appropriate multiplier and the same is maintained. The total loss of dependency is calculated at Rs.16,82,310 (Rs.1,20,165 x 14).”

*11. In **Navin Parcha & Ors. v. Deepak Kumar & Ors.**, Neutral Citation No-2019:DHC:4441, this Court has also held that where the deceased had not attained the age of 31 years, which is a next slab, the multiplier applicable to the previous slab would be applied.*

*12. Though in **Bajaj Allianz General Insurance Co. Ltd. v. Meenakshi & Ors.**, Neutral Citation No-2012:DHC:3735, relied upon by the learned counsel for the respondent no.1, it has been held that to apply the judgment of **Sarla***



Dixit v. Balwant Yadav (1996) 3 SCC 179, purposely, the multiplier has to be taken as per the age which is nearer to the birth on the date of the accident, in view of the subsequent judgment in Shashikala (supra), I am bound by the judgment of the Supreme Court.

13. Taking into account, the multiplier as prescribed in Sarla Dixit (supra), and taking the age of the appellant as 25 years for purposes of the multiplier slab stipulated therein, it is held that the multiplier to be adopted was 18, which is applicable to the age group of 21-25, and the learned Tribunal has erred in adopting the multiplier of 17 for determining compensation. The Impugned Award is modified to the above limited extent."

25. As the deceased was yet to attain the age of 26 years, the appropriate multiplier to be adopted would be 18 for determining the loss of dependency in favour of the claimants. It is ordered accordingly.
26. This now brings me to the challenge of the owner of the offending vehicle to the Impugned Award.

WHETHER THE DECEASED WAS A GRATUITOUS PASSENGER:

27. The learned counsel for the owner of the offending vehicle submits that as it had proved on record that the deceased was carrying his own goods in the truck at the time of the accident, he shall be entitled to the indemnity of the compensation from the Insurance Company in terms of Section 147 (1)(b)(i) of the Act, as it stood then. In support, he also places reliance on the judgment of the Supreme Court in *National Insurance Co. Ltd. v. Baljit Kaur & Ors.*, (2004) 2 SCC 1.
28. On the other hand, the learned counsel for the Insurance Company



submits that there is no proof of the deceased carrying his own goods in the offending vehicle at the time of the accident. He submits that the statement of PW-2 and/or PW-3 cannot be relied upon for the said purpose. He submits that the claimants or the owner of the offending vehicle have not produced any voucher for the hiring of the offending vehicle by the deceased for the purpose of carrying his own goods. In absence of such proof, the deceased must be treated as a gratuitous passenger, and therefore, the Insurance Company cannot be made liable to pay the compensation to the claimants.

29. I have considered the submissions made.
30. As noted by me hereinabove, from the statement of PW-2, it was evident that the deceased had gone to Bareilly to purchase the electrical goods for the work to be carried out at Pilibhit. At the time of the accident, he was travelling from Bareilly to Pilibhit on the offending vehicle along with his goods. The fact that the deceased was carrying his own goods in the offending vehicle is also evident from the statement of PW-3, as also from the contents of the FIR. Merely because the claimants were not in possession of any voucher issued by the owner of the offending vehicle for the said purpose, it cannot cast a doubt on the evidence led on this aspect. The Court cannot shut its eyes to the fact that many a times, the transporter does not issue a proper voucher or invoice for the purposes of carrying the goods, especially when the owner is accompanying the goods in the same vehicle. Invoice may not have been issued to save



tax, however, this should not be a ground to deny compensation to the claimants which is otherwise ‘just’ and ‘reasonable’.

31. The Supreme Court in **Baljit Kaur & Ors.** (supra) highlighted the change brought about by the amendment of 1994 to the Act in Section 147 of the Act as it stood then, as under :-

“20. It is, therefore, manifest that in spite of the amendment of 1994, the effect of the provision contained in Section 147 with respect to persons other than the owner of the goods or his authorized representative remains the same. Although the owner of the goods or his authorized representative would now be covered by the policy of insurance in respect of a goods vehicle, it was not the intention of the legislature to provide for the liability of the insurer with respect to passengers, especially gratuitous passengers, who were neither contemplated at the time the contract of insurance was entered into, nor was any premium paid to the extent of the benefit of insurance to such category of people.”

32. In view of the above judgment, the liability to pay the compensation to the claimants shall fall squarely and exclusively on the Insurance Company.

NON-PECUNIARY DAMAGES:

33. The learned counsel for the Insurance Company submits that as the liability to pay the compensation to the claimants has been fastened on the Insurance Company, it should be allowed to also challenge the Impugned Award inasmuch as it grants Non-Pecuniary damages to the claimants in excess of what has been prescribed in **Pranay Sethi** (supra). The learned counsel for the Insurance Company



submits that in terms of the judgment of the Supreme Court in ***Pranay Sethi*** (supra), the claimants are entitled to only a sum of Rs.15,000/- towards Funeral Expenses; Rs.40,000/- towards Loss of Consortium; and Rs.15,000/- towards Loss of Estate. He submits that the claimants are also not entitled to any compensation towards loss of love and affection. He submits that as against this, the Impugned Award grants compensation for a sum of Rs.1,50,000/- to the claimants towards loss of love and affection; Rs.1,50,000/- towards loss of consortium; Rs.50,000/- towards funeral expenses; and Rs.50,000/- towards loss of estate. He submits that the above amounts be modified in terms of the judgment of the Supreme Court in ***Pranay Sethi*** (supra).

34. On the other hand, the learned counsel for the claimants, while not disputing that the compensation payable for non-pecuniary heads shall be in terms of the judgment of the Supreme Court in ***Pranay Sethi*** (supra), submits that the loss of consortium has to be awarded for each of the claimants, who are the parents, wife and children of the deceased. In support, he places reliance on the judgment of the Supreme Court in ***United India Insurance Company Ltd. v. Satinder Kaur alias Satwinder Kaur & Ors.***, (2021) 11 SCC 780.
35. In rejoinder, the learned counsel for the Insurance Company, placing reliance on the judgment dated 27.03.2023 of the Supreme Court in Civil Appeal Nos. 2410-2412 of 2023, titled ***Shri Ram General Insurance Co. Ltd. v. Bhagat Singh Rawat & Ors.***, submits that the Supreme Court has held that a consolidated sum of Rs.40,000/- only



can be awarded towards the loss of consortium to the claimants jointly.

36. I have considered the submissions made by the learned counsels for the parties.
37. As it is not disputed that the compensation on non-pecuniary heads is to be now paid in terms of the judgment of the Supreme Court in **Pranay Sethi** (supra), the compensation amount awarded by the learned Tribunal in favour of the claimants on the heads of the loss of love and affection, loss of consortium, funeral expenses and loss of estate cannot be sustained. Instead, the claimants shall be entitled to Rs.15,000/- for funeral expenses; and Rs.15,000/- for loss of estate.
38. As far as the loss of consortium is concerned, the Supreme Court in **Satinder Kaur** (supra), considering the judgment in **Pranay Sethi** (supra), has observed as under :-

“29. Loss of consortium, in legal parlance, was historically given a narrow meaning to be awarded only to the spouse i.e. the right of the spouse to the company, care, help, comfort, guidance, society, solace, affection and sexual relations with his or her mate. The loss of companionship, love, care and protection, etc., the spouse is entitled to get, has to be compensated appropriately. The concept of non-pecuniary damage for loss of consortium is one of the major heads for awarding compensation in various jurisdictions such as the United States of America, Australia, etc. English courts have recognised the right of a spouse to get compensation even during the period of temporary disablement.

30. In Magma General Insurance Co. Ltd. v. Nanu Ram [Magma General Insurance Co. Ltd. v. Nanu Ram, (2018) 18 SCC 130 : (2019) 3 SCC (Civ)



146 : (2019) 3 SCC (Cri) 153] this Court interpreted “consortium” to be a compendious term, which encompasses spousal consortium, parental consortium, as well as filial consortium. The right to consortium would include the company, care, help, comfort, guidance, solace and affection of the deceased, which is a loss to his family. With respect to a spouse, it would include sexual relations with the deceased spouse.

31. Parental consortium is granted to the child upon the premature death of a parent, for loss of parental aid, protection, affection, society, discipline, guidance and training. Filial consortium is the right of the parents to compensation in the case of an accidental death of a child. An accident leading to the death of a child causes great shock and agony to the parents and family of the deceased. The greatest agony for a parent is to lose their child during their lifetime. Children are valued for their love and affection, and their role in the family unit.

32. Modern jurisdictions world over have recognized that the value of a child’s consortium far exceeds the economic value of the compensation awarded in the case of the death of a child. Most jurisdictions permit parents to be awarded compensation under the loss of consortium on the death of a child. The amount awarded to the parents is the compensation for loss of love and affection, care and companionship of the deceased child.

33. The Motor Vehicles Act, 1988 is a beneficial legislation which has been framed with the object of providing relief to the victims, or their families, in cases of genuine claims. In case where a parent has lost their minor child, or unmarried son or daughter, the parents are entitled to be awarded loss of consortium under the head of filial consortium. Parental consortium is awarded to the children who lose the care and protection of their parents in motor vehicle

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accidents. The amount to be awarded for loss of consortium will be as per the amount fixed in Pranay Sethi.

34. At this stage, we consider it necessary to provide uniformity with respect to the grant of consortium, and loss of love and affection. Several Tribunals and the High Courts have been awarding compensation for both loss of consortium and loss of love and affection. The Constitution Bench in Pranay Sethi, has recognized only three conventional heads under which compensation can be awarded viz. loss of estate, loss of consortium and funeral expenses. In Magma General, this Court gave a comprehensive interpretation to consortium to include spousal consortium, parental consortium, as well as filial consortium. Loss of love and affection is comprehended in loss of consortium.

35. The Tribunals and the High Courts are directed to award compensation for loss of consortium, which is a legitimate conventional head. There is no justification to award compensation towards loss of love and affection as a separate head.

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37.12 Insofar as the conventional heads are concerned, the deceased Satpal Singh has left behind a widow and three children as his dependents. On the basis of the judgments in Pranay Sethi and Magma General, the following amounts are awarded under the conventional heads :

- (i) Loss of estate : Rs.15,000/-
- (ii) Loss of consortium :
 - (a) Spousal consortium : Rs.40,000/-
 - (b) Parental consortium :Rs.40,000x3
 =Rs,1,20,000/-
- (iii) Funeral expenses : Rs15,000/- ”

39. In ***Bhagat Singh Rawat*** (supra) also, the Supreme Court observed as



under:

“We are, however, of the view that the total amount has to be assigned under a particular heading and that will go depending on the number of legal heirs present.

The amounts fixed in terms of Pranay Sethi’s case(supra) are Rs.50,000/- and Rs.40,000/- respectively under the two heads and that should be the total amount payable.”

(Emphasis supplied)

40. In **Bhagat Singh Rawat** (supra), the attention of the Supreme Court was not drawn to the judgment of **Satinder Kaur** (supra). In any case, the Supreme Court has held that the compensation will depend on the number of legal heirs present.
41. In **Anjali v. Lokendra Rathod**, 2022 SCC OnLine SC 1683, and **Rahul Ganpatrao Sable v. Laxman Maruti Jadhav**, 2023 SCC OnLine SC 780 also, the Supreme Court has awarded compensation towards loss of consortium to each of the claimants therein.
42. Accordingly, the claimants shall be entitled to loss of consortium of Rs.40,000/- for each of the claimants. As there are five claimants in all, a total amount of Rs.2 lacs shall stand awarded in favour of the claimants towards the loss of consortium.

RE-DETERMINATION OF COMPENSATION PAYABLE:

43. In view of the present judgment, the compensation amount in favour of the claimants is re-worked as under:

<u>S.No.</u>	<u>Heads</u>	<u>Amount/%</u>
1.	Income (Minimum Wages of skilled workmen in Uttar	Rs.8397.04



	Pradesh)	
2.	Multiplier	18
3.	Deduction (5 dependents)	1/4
4.	Future Prospects	40%
5.	Loss of Dependency	$8397.04 \times 12 \times 18 \times 3/4 + 40\%$ $= 19,04,448.6/-$
6.	Loss of Consortium	Rs.40,000/- (per dependent) $Rs.40,000 \times 5$ $= Rs.2,00,000/-$
7.	Loss Estate	Rs.15,000/-
8.	Funeral Expenses	Rs.15,000/-
9.	Total	$= Rs.21,34,448.67/-$ <i>(rounded to Rs. 21,34,500/-)</i>

CONSEQUENTIAL DIRECTIONS:

44. The above compensation amount shall carry interest @9% per annum with effect from the date of filing of the Claim Petition, that is, 25.04.2016 till its realisation.
45. As the Insurance Company has now been held liable to pay the compensation amount, the amount deposited by the owner of the offending vehicle with the Registrar General of this Court, along with interest accrued thereon, shall be reimbursed by the Insurance Company to the owner of the offending vehicle, within a period of eight weeks from today. The Registry is directed to inform the Insurance Company, through the learned counsel appearing for it, the amount to be reimbursed by it.
46. The Insurance Company shall also deposit, with the learned Registrar General of this Court, the enhanced compensation that has been awarded in favour of the claimants by the present judgment, along with interest, within a period of 8 weeks from today.



47. It is clarified that as regards the enhanced compensation to be deposited with this Court, it shall also carry interest @9% per annum as awarded by the learned Tribunal in its Impugned Award.
48. The Compensation amount shall be released in favour of the claimants in terms of the scheme of disbursal as stipulated in the Impugned Award.
49. The statutory amount deposited by the owner of the offending vehicle, that is, the appellant in MAC APP. No.698/2018, shall be released in favour of the appellant in MAC APP. No.698/2018, along with interest accrued thereon.
50. The appeals and the pending application are disposed of in the above terms.

NAVIN CHAWLA, J

SEPTEMBER 5, 2023/RN/SS