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- * **IN THE HIGH COURT OF DELHI AT NEW DELHI**
- % **Judgment reserved on : 21 February 2024**
Judgment pronounced on : 27 February 2024
- + MAC.APP. 360/2019 & CM APPL. 12254/2019, CM APPL. 7285/2020, CM APPL. 8954/2020
- NATIONAL INSURANCE CO LTD Appellant
Through: Mr. Zorawar Singh & Mr. Hitesh Mankar, Advs.
versus
- SHEELA DEVI (DECEASED) THR LRS Respondents
Through: Mr. S.N. Parashar, Adv.
- + MAC.APP. 361/2019 & CM APPL. 12261/2019, CM APPL. 9061/2020
- NATIONAL INSURANCE CO LTD Appellant
Through: Mr. Zorawar Singh & Mr. Hitesh Mankar, Advs.
versus
- BABY CHANCHAL (DECEASED) THR LRS..... Respondents
Through: Mr. S.N. Parashar, Adv.
- + MAC.APP. 362/2019 & CM APPL. 12288/2019, CM APPL. 9062/2020
- NATIONAL INSURANCE CO LTD Appellant
Through: Mr. Zorawar Singh & Mr. Hitesh Mankar, Advs.
versus
- BABY LAVI (DECEASED) THR LRS Respondents
Through: Mr. S.N. Parashar, Adv.
- + MAC.APP. 364/2019 & CM APPL. 12304/2019, CM APPL. 9067/2020



NATIONAL INSURANCE CO LTD Appellant
Through: Mr. Zorawar Singh & Mr.
Hitesh Mankar, Advs.

versus

LRS OF MUKESH KUMAR (DECEASED) & ANR
..... Respondents
Through: Mr. S.N. Parashar, Adv.

+ MAC.APP. 369/2019 & CM APPL. 12324/2019, CM APPL.
8955/2020

NATIONAL INSURANCE CO LTD Appellant
Through: Mr. Zorawar Singh & Mr.
Hitesh Mankar, Advs.

versus

GEETA DEVI (DECEASED) THR LRS Respondents
Through: Mr. S.N. Parashar, Adv.

CORAM:
HON'BLE MR. JUSTICE DHARMESH SHARMA

J U D G M E N T

1. This common judgment shall decide the above noted appeals, which have been preferred by the appellant/insurance company involving the same vehicle which was involved in an accident, which occurred on 28.05.2015, resulting in death and injuries to its passengers. These appeals arise out of five different claim petitions¹ filed under Sections 166 and 140 of the Motor Vehicles Act, 1988² by

¹ MACT 450048/16 (Old No. 261/14) challenged in MAC. APP. 360/19; MACT 450044/16 (Old No. 257/14) challenged in MAC. APP. 361/19; MACT 450045/16 (Old No. 258/14) challenged in MAC. APP. 362/19; MACT 450043/16 (Old No. 259/14) challenged in MAC. APP. 364/19; and MACT 450050/16 (Old No. 260/14) challenged in MAC. APP. 369/19

² MV Act



2024-0000000000



the respective claimants, which were allowed and compensation has been awarded.

2. Needless to state that there arises a common issue of law and of facts, and therefore, the instant appeals can be conveniently disposed of together. For the sake of convenience, MAC. APP. 360/2019 shall be the lead matter. However, this Court shall also briefly delve into the facts of each of the individual cases so as to provide a complete background of the claims.

BRIEF FACTS:

3. The facts which are common to the instant matters are that five passengers including the driver got injured in the motor accident on 28.05.2015 that occurred sometime between 5.00 p.m. to 6.00 p.m. near Chowki Chhijarsi, NH-24, PS Pilakhwa, District Hapur, Uttar Pradesh, apparently due to rash and negligent driving of ECCO Maruti Car bearing registration No. UP-14CF-1876, which was being driven by its driver Harbeer Singh, who also sustained fatal injuries. Sandhya Devi, her sister Kumari Chanchal and Kumari Lavi besides their father Harbeer Singh also sustained injuries and died while other relatives sustained injuries of various nature. Learned Additional District Judge-01/MACT, North-West District, Rohini Courts, Delhi³, based on the pleadings of the parties, framed the issues as follows: Firstly, about whether or not death or injury occurred on account of rash and negligent driving by its driver Harbeer Singh; Secondly, about the entitlement of compensation, and if so, to what amount; and Thirdly, the relief to be given.

³ Tribunal



2024-02-20 10:54:00



4. Learned Tribunal decided issue No.1 in each of the aforesaid claims petitions in favour of the claimants and *vide* issue No.2, holding it in favour of entitlement of each claimants, compensation of different amounts had been granted to the claimants depending upon whether they are legal heirs of the deceased and/or victims.

LEGAL SUBMISSIONS ADVANCED:

5. Learned counsel for the appellant/insurance company urged that the offending vehicle or ill-fated motor car was insured as per the insurance policy valid for the period from 28.04.2014 to 27.04.2015, wherein it was categorized as a '*Saloon Car, 1196 CC, manufacturing year 2014 and it had a sitting capacity of 7 persons*'. It was urged that evidently, 12 persons were travelling in the ill-fated car, which was in clear violation of the terms and conditions of the insurance policy, and it was urged that in such cases, it was the registered owner of the vehicle, who should have been made liable to pay the compensation to the victims. Further, it was vehemently urged that the learned Tribunal has not awarded recovery rights to the appellant/insurance company despite a clear violation of the terms and conditions of the insurance policy.

6. *Per contra*, learned counsel for the respondents in the aforesaid appeals alluded to the observations made by the learned Tribunal while deciding issue No.1 holding that the deceased-driver was guilty of rash and negligent driving which has resulted in the death of some passengers as well as injuries to others. As regards the liability of the appellant/insurance company to pay compensation, reference has been



2024-02-20 15:40:00



invited to decision in **National Insurance Company v. Anjana Shayam**⁴.

7. It is pertinent to mention here that the respondent No.3 i.e. the registered owner of the offending vehicle has been proceeded *ex parte* before the learned Tribunal and though a notice of the present appeals was issued to the registered owner, none appeared and *vide* order dated 16.11.2021 passed by the Joint Registrar of this Court, it has been recorded that service upon the respondent No.3 had been duly effected.

ANALYSIS & DECISION:

8. Having heard the submissions advanced by the learned counsels for the rival parties and on perusal of the record, at the outset, I find that the present appeals are bereft of any merits.

9. First things first, it would be expedient to refer to the reasons given by the learned Tribunal in deciding the issue No.1 in favour of the claimants, which reads as under:-

“5. That, Ld. Counsel for the insurance company has argued that after registration of the FIR, the cancellation report has been filed 2 by the police as the FIR was registered at the instance of Sh. Narender Kumar, S/o Sh. Vijay Pal Singh, brother of Sh. Harbeer Singh, who was driving the ECCO car bearing no. UP-14CF-1876 and who has stated in his statement made to the police that his brother Sh. Harbeer, Singh was driving the vehicle in a rash and negligent manner, and hit the stationary vehicle and because of this reason, the cancellation report has been filed by the police and therefore, insurance company is not liable to make any payment of the compensation.

This argument of Ld. Counsel for the insurance company is unsustainable on the ground that if the insurance company believe on the statement of Sh. Narender Kumar then, it has been stated that his brother Sh. Harbeer Singh was driving the vehicle rash and

⁴ (2007) 7 SCC 445



2024-02-20 14:00



negligent manner and hit the stationary vehicle, even then the negligence of driver of vehicle has been proved. It is pertinent to mention that the insurance company has failed to examine any witness to prove that the cancellation report filed by the police has been accepted by the concerned Ld. Judicial Magistrate.

16. That, in view of the aforesaid discussion and keeping in view the material proved on record, it stands duly proved by way of preponderance of probability that the deceased Smt Sheela met with an 'accident on 28.05.2014 because of rash and negligent driving of Sh Harbeer Singh (who was also died in the said accident), who was driving the vehicle bearing No. UP-14CF-1876. Therefore, issue no. 1 is decided accordingly in favour of the petitioners and against the respondents.

10. The aforesaid observations have to be appreciated in the background that the claimants examined PW-1/Mr. Narender Kumar, brother-in-law of deceased Smt. Sheela Devi as well as brother of deceased-driver Harbeer Singh. He filed his detailed affidavit in evidence Ex.PW-1/A and brought out that his relatives died due to injuries sustained in the accident. Further, he stated to the police that his brother i.e. the driver Harbeer Singh was driving the car in a rash and negligent manner. Indeed, PW-1 was an interested witnesses inasmuch as being a close relative of the legal heirs in question besides the survivors, he would be interested in the outcome of the matter in the sense that he would, in all probability, want to ensure financial benefits to them.

11. Be that as it may, PW-2/Sandhaya, who was travelling in the ill-fated car, brought out the manner in which the accident occurred without any blemish. The aforesaid reasons by the learned Tribunal cannot be interfered with, as evidently the death had occurred and it was a case where the facts spoke for themselves. At the cost of repetition, death and injuries had been sustained by the passengers,



2024-00000000



who were travelling in same vehicle. Evidently, FIR No. 170/2014 under Sections 279/337/338/304-A/427 of the Indian Penal Code, 1860 was registered with PS Pilakhwa, District Dhulana, District Hapur, Uttar Pradesh. Merely because the investigation resulted in filing of a 'closure report', it neither prejudices the claimants in any manner nor it confers any defence to the appellant insurance company. Learned Tribunal rightly relied on decision in **National Insurance Company Pvt. Ltd. v. Smt. Pushpa Rana**⁵, wherein it was held as under:

“That last contention of the appellant insurance company is that the respondents claimants should have proved negligence on the part of the driver and in this regard the counsel has placed reliance on the judgment of the **Hon'ble Supreme Court in Oriental Insurance Co. Ltd. v. Meena Variyal**. On perusal of the award of the Tribunal it becomes clear that the wife of the deceased had produced (i) certified copy of the criminal record of criminal case in FIR No. 955/2001 pertaining to involvement of the offending vehicle, (ii) criminal record showing completion of investigation of police and issue of charge sheet under Section 279/304-A, IPC against the driver, (iii) certified copy of FIR, wherein criminal case against the driver was lodged; and (iv) recovery memo and mechanical inspection report of offending vehicle and vehicle of the deceased. These documents are sufficient proofs to reach the conclusion that the driver was negligent. Proceedings under Motor Vehicles Act are not akin to proceedings in a civil suit and hence strict rules of evidence are not required to be followed in this regard. Hence, this contention of the counsel for the appellant also falls face down. There is ample evidence on record to prove negligence on the part of the driver” (Paragraph 12)

12. Learned Tribunal also relied on decision in the matter of **N.K.V. Brothers (P) Ltd. v M. Karumai Ammal**⁶, wherein it was observed as follows:

⁵ 2007 SCC OnLine Del 1700

⁶ AIR 1980 SC 1354



2024-0000:0400



“Road accidents are one of the top killers in our country specially, when truck and bus driver operate nocturnally. This proverbial recklessness often persuades the Courts, as has been observed by us earlier in other case, to draw an initial presumption in several cases bases on the doctrine of *res ipsa loquitar*. Accidents tribunal must take special care to see that innocent victims do not suffer and drivers and owners do not escape liability merely because of some doubt here and some obscurity there. Save in plain cases, culpability must be inferred form the circumstances where it is fairly reasonable. The Court should not succumb to niceties, technicalities and mystic maybes...” (Paragraph 3)

13. Therefore, this Court finds no merit in the plea that the claimants had failed to prove that the accident resulted due to rash and negligent driving of the deceased-driver.

INSURANCE POLICY VIOLATION:

14. On a careful perusal of the impugned judgment-cum-award dated 06.08.2018, it appears that no issue was raised by the appellant/ insurance company before the learned Tribunal that it was not liable to pay the compensation to the victims of the ill-fated insured vehicle being plied in contravention of its registration certificate and/or insurance policy. Indeed it was meant for seven persons, but only five of the claimants have approached the Court seeking compensation.

15. Mr. Parashar, learned counsel for the respondents/claimants rightly relied on the decision in *Anjana Shayam (supra,)* wherein the bus had fallen into a *naala* (sewage line) leading to death of 25 passengers besides driver and 63 passengers sustaining injuries. The bus had a sitting capacity of 42 passengers and in the said scenario, the Supreme Court considered the scope and ambit of Section 149 of the MV Act, which provides as follows:-



2024-02-20 15:40:00



“149. Settlement by insurance company and procedure therefor.- (1) The insurance company shall, upon receiving information of the accident, either from claimant or through accident information report or otherwise, designate an officer to settle the claims relating to such accident.

(2) An officer designated by the insurance company for processing the settlement of claim of compensation may make an offer to the claimant for settlement before the Claims Tribunal giving such details, within thirty days and after following such procedure as may be prescribed by the Central Government.

(3) If, the claimant to whom the offer is made under sub-section (2),

(a) accepts such offer, -

(i) the Claims Tribunal shall make a record of such settlement, and such claim shall be deemed to be settled by consent; and

(ii) the payment shall be made by the insurance company within a maximum period of thirty days from the date of receipt of such record of settlement;

(b) rejects such offer, a date of hearing shall be fixed by the Claims Tribunal to adjudicate such claim on merits.”

16. In the case of *Anjana Shayam*, interpreting the aforesaid observations, it was held as under:-

“Under Section 146 of the Motor Vehicles Act, 1988, no vehicle can be plying on the road without taking out an insurance against third party risk. Section 147(1)(b)(ii) provides that in order to comply with the requirements of Chapter XI of the Act, a policy of insurance must be a policy which insures persons or classes of persons, specified in the policy to the extent specified in sub-section (2) of that Section against the death of or bodily injury to any passenger of a public service vehicle caused by or arising out of the use of the vehicle in a public place. The limit in terms of Section 147(2)(a) of the Act is the amount of liability incurred.

(Paragraph 12)

Under Section 149(1) of the Act, the insurance company has the obligation, subject to the provisions of that Section, to satisfy the decree or award made by the concerned court or Tribunal on claims by third parties. Section 149(2) of the Act provides that no sum shall be payable by an insurer unless notice of the proceedings had been given to the insurance company before the commencement of the proceedings through the court or the Claims Tribunal, and that it shall not be liable if there has been a breach of a specified



2024-0001:1400



condition of the policy as indicated in that sub-section. These cover use of the vehicle for hire or reward where the vehicle is on the date of the contract of insurance a vehicle not covered by a permit to ply for hire or reward, or use for organized racing and speed testing, or use for a purpose not allowed by the permit under which the vehicle is used where the vehicle is a transport vehicle, or use without side-car being attached where the vehicle is a motor cycle, or there is a breach of a condition excluding driving by a named person or persons or by any person who is not duly licensed, or by any person who has been disqualified for holding or obtaining a driving licence during the period of disqualification, or a condition excluding liability for injury caused or contributed to by conditions of war, civil war, riot or civil commotion, or that the policy is void on the ground that it was obtained by the non-disclosure of a material fact or by a representation of fact which was false in some material particular. Under sub-section (5), it is provided that if the amount which an insurer becomes liable to pay under this Section in respect of a liability incurred by a person insured by a policy exceeds the amount for which the insurer would, apart from the provisions of this Section be liable under the policy in respect of that liability, the insurer shall be entitled to recover the excess from that person. Therefore, on the scheme of the Act, the insurance company, if it is not able to establish that there is a fundamental breach of a condition which would enable it to disclaim liability, it may have to pay the amount of compensation adjudged by a Claims Tribunal subject of course to its rights to recover from the insured, the owner of the vehicle such excess as it is obliged to pay.

(Paragraph 13)

Section 149 of the Act speaks of the judgment or award in respect of the liability as is required to be covered by a policy under clause (b) of sub-section (1) of Section 147 of the Act having to be satisfied. Section 147(1)(b) compels insuring the person or classes of persons specified in the policy to the extent specified in sub-section (ii) of that Section. The case on hand will come under sub-clause (ii) of clause (b) of Section 147 (1) of the Act which obliges the owner to take out insurance compulsorily against the death of or bodily injury to any passenger of a public service vehicle caused by or arising out of the use of the vehicle in a public place.

(Paragraph 14)

Section 58 of the Act makes special provisions in regard to transport vehicles. Sub-Section (2) provides that a registering authority, when registering a transport vehicle, shall enter in the record of registration and in the certificate of registration various particulars. Clause (d) provides that if the vehicle is used or adapted to be used for carriage of passengers, the number of



2024-02-20 14:00



passengers for whom accommodation is provided. Thus the registration of the vehicle, which alone makes it usable on the road, records the number of passengers to be carried and the certificate of registration also contains that entry. So, an insurance company insuring the passengers carried in a vehicle in terms of Section 147(1)(b)(ii) of the Act, can only insure such number of passengers as are shown in the certificate of registration. (Paragraph 15)

The position is reinforced by Section 72 of the Act, which deals with grant of stage carriage permits. Sub-Section (2) provides that when a permit is decided to be granted for a stage carriage, the Regional Transport Authority can attach to the permit one or more of the conditions specified therein. Clause (vii) is the condition regarding the maximum number of passengers that may be carried in a stage carriage. Overloading also invites a consequence which can be termed penal. Section 86 of the Act provides for cancellation of a permit if any condition contained in the permit is breached. Therefore, the apparent wide words of Section 147(1)(b)(ii) of the Act have to be construed harmoniously with the other provisions of the Act, namely, Section 58 and 72 of the Act.

(Paragraph 16)

As early as in 1846, Dr. Lushington in *Queen V. Eduljee Byramjee* [(1846) 3 MIA 468] posited that to ascertain the true meaning of a clause in a statute the court must look at the whole statute, at what precedes and at what succeeds and not merely at the clause itself. This Court has accepted this approach in innumerable cases. Thus, the expression 'any passenger' must be understood as passenger authorized to be carried in the vehicle and 'use of the vehicle' as permitted use of the vehicle. Affording of insurance for more number of passengers than permitted, would be illegal since in that case the manifest intention would be the overloading of the vehicle, something not contemplated by law. Thus, it is not possible to accept a contention that the insurance can be taken to cover more passengers than permitted by the certificate of registration and the permit as a stage carriage and that it will cover all the passengers overloaded. Of course, in these cases, there is no dispute that the insurance cover took in only the permitted number of passengers.

(Paragraph 17)

In this situation, the insurance taken out for the number of permitted passengers can alone determine the liability of the insurance company in respect of those passengers. In terms of Section 149 of the Act, the duty of the insurer is only to satisfy judgments and awards against persons insured in respect of the third party risk. Obviously, this is to the extent the third party risk is coverable and is covered. Section 149 of the Act speaks of



2024-02-20 14:00



judgment or award being obtained against any person insured by the policy and the liability of the insurer to pay to the person entitled to the benefit of the decree any sum not exceeding the sum assured payable thereunder subject to any claim the insurer may have against the owner of the vehicle. Section 149 could not be understood as compelling an insurance company to make payment of amounts covered by decrees not only in respect of the number of persons covered by the policy itself but even in respect of those who are not covered by the policy and who have been loaded into the vehicle against the terms of the permit and against the terms of the condition of registration of the vehicle and in terms of violation of a statute. (Paragraph 18)

It is true that the provisions in Chapter XI of the Act are intended for the benefit of third parties with a view to ensure that they receive the fruits of the awards obtained by them straightaway with an element of certainty and not to make them wait for a prolonged recovery proceeding as against the owner of the vehicle. But from that, it would not be possible to take the next step and find that the insurance company is bound to cover liabilities not covered by the contract of insurance itself. The Act only imposes an obligation to take out insurance to cover third party risks and in the case of stage carriages, the passengers to be carried in the vehicle and the passengers to be carried in the vehicle can be understood only as passengers authorized or permitted to be carried in the vehicle. (Paragraph 19)”

17. A meticulous perusal of the aforesaid observations would show that the insurance company, which had contracted to indemnify the insured, cannot avoid its liability under the terms of the insurance policy subject to exceptions that are provided under Section 149(2) of the MV Act. However, it does not mean that an insurer is bound to pay amounts outside the contract of insurance and it shall be liable to pay only to the extent the passengers permitted to be insured or directed to be insured by the statute and actually covered by the contract. When that is the case, in the instant matter, fortunately only five claimants have come before this Court, i.e., in respect of death of



three persons and injuries to two. It is not open to the appellant/ insurance company to avoid its liability under the insurance policy.

CHALLENGE TO QUANTUM OF COMPENSATION:

18. At the outset, a half hearted attempt was made to challenge the quantum of compensation. In MAC. APP 360/2019, the daughter and the grandmother of the deceased Smt. Sheela Devi have claimed the compensation. Learned Tribunal found that deceased Smt. Sheela Devi was a house wife/homemaker and the minimum wages of an unskilled workman on the date of accident i.e. @ Rs. 8554/- were reckoned. 50% was deducted towards personal use and expenses for the fact that the husband and two children of the deceased had also died in the accident. Her age was rightly found to be 34 years as per the date of birth being 10.10.1980 as reflected in the election identity card and the multiplier of 16 was applied. The compensation was assessed as under:

“ $8554 + 40\% = 3421.6$ $Rs. 8554 + 3421.6 = 11975 \times 12 \times 16 \times 1/2$
= 11,49,657.6 (Rupees Eleven Lakh Forty Nine Thousand Six Hundred Fifty Seven and Six Paise Only)”

19. Thus, the total compensation was assessed as under:-

1.	Just Compensation	Rs. 11,49,657.6/-
2.	Funeral expenses and loss of Estate	Rs. 15,000/- + Rs. 15,000/- = Rs.30,000/-
	Total	Rs.11,79,657.6

20. The aforesaid compensation was awarded to the claimants with interest @ 9% per annum from the date of filing of the claim petition i.e., from 07.08.2014 till realization.



2024-02-20 14:00



21. The claimant Sandhya was 11 years of age at the time of the accident, thus a minor, and therefore, entire amount of compensation was ordered to be awarded in her favour to the exclusion of claimant No.2/grandmother. This Court finds that the amount of compensation, by no means, can be said to be unfair, unjust or exorbitant.

MAC APP. 361/2019

22. This claim petition has also been filed by Ms. Sandhya and Smt. Vimla Devi i.e., the sister and grandmother of deceased Chanchal. Learned Tribunal found that deceased Chanchal was 8 years of age. Thus, taking notional income to be Rs. 15,000/- and applying the multiplier of 10, the calculation of assessment is as under:-

“Rs. 15,000 x A/Base Year
(‘A’ represents Cost Inflation Index)
Rs. 15,000 x 1024/331 = Rs. 46,404.83/-. Therefore the corrected
notional income is Rs. 46,404.83/-”

23. Accordingly, compensation of Rs. 6,18,731/- was allowed with interest @ 9% per annum from the date of filing of the DAR/claim petition i.e., 07.08.2014 till realization, which was awarded to claimant No.1/Ms. Sandhya.

24. This Court finds no perversity, illegality or incorrect approach in assessing the compensation.

MAC. APP. 362/2019

25. This claim petition has also been filed by Ms. Sandhya and Smt. Vimla Devi i.e., the sister and grandmother of deceased Chanchal. Learned Tribunal found that the deceased Lavi was 7 months old. Thus, taking notional income to be Rs. 15,000/- and applying the multiplier of 10, the calculation of assessment is as under:-



“Rs. 15,000 x A/Base Year
(‘A’ represents Cost Inflation Index)
Rs. 15,000 x 1024/331 = Rs. 46,404.83/-. Therefore the corrected
notional income is Rs. 46,404.83/-”

26. Accordingly, compensation of Rs. 6,18,731/- was allowed with interest @ 9% per annum from the date of filing of the DAR/claim petition i.e., 07.08.2014 till realization, which was awarded to claimant No.1 Ms. Sandhya.

27. This Court finds no perversity, illegality or incorrect approach in assessing the compensation.

MAC. APP. 364/2019

28. This claim petition has also been filed by Mr. Subhash Kumar, Pinki and Sonia, i.e., son and two daughters of deceased Mukesh Kumar. Learned Tribunal found that the deceased Mukesh Kumar was 46 years of age. Though it was claimed that he was working as a shoe maker and earning about Rs. 15,000/- per month, however, for lack of evidentiary proof of his income, learned Tribunal assessed the income at minimum wages for an unskilled workman on the date of accident @ 8554/- per month and future prospects were reckoned at 25%. 1/4th was deducted towards personal use and expenses of the deceased and the multiplier of 13 was adopted. The compensation has been worked out as under:

“Rs. 8554+25%= 2138.5 8554+2138.5=10,692.5x12x13x3/4=
Rs. 12,51,922.5.

29. Thus, the total compensation was assessed as under:-

1.	Just Compensation	Rs. 12,51,022.5/-
2.	Funeral expenses and loss of Estate	Rs. 15,000/- + Rs. 15,000/-



2024-02-20 14:00



		= Rs.30,000/-
	Total	Rs.12,81,022.5

30. The aforesaid compensation including the interim award, if any, was awarded to the claimants with interest @ 9% per annum from the date of filing of the claim petition i.e. 07.08.2014 till realization.

31. This Court finds no perversity, illegality or incorrect approach in assessing the compensation.

MAC. APP. 369/2019

32. This claim petition has also been filed by Mr. Subhash Kumar, Pinki and Sonia, i.e. son and two daughters of deceased-mother Smt. Geeta. Before the learned Tribunal, it was claimed that the deceased Smt. Geeta was working as a tailor and earning Rs. 12,000/- to Rs.15,000/- per month but for lack of evidentiary proof, her income was assessed in terms of minimum wages provided for an unskilled workman as on 28.05.2014 @ Rs. 8554/- per month and 50% was deducted towards personal use and expenses of the deceased and the multiplier of 14 was adopted for her age being 42 years at the time of death. 25% was reckoned towards loss of future prospects. The compensation has been itemized as under:

“Rs. 8554+25%= 2138.5 8554+2138.5=10,692.5x12x14x1/2=
Rs. 8,98,171/-”

33. Thus, the total compensation was assessed as under:-

1.	Just Compensation	Rs. 8,98,170/-
2.	Funeral expenses and loss of Estate	Rs. 15,000/- + Rs. 15,000/- = Rs.30,000/-
	Total	Rs.9,28,170/-



2024-02-27 20:34:56



34. The aforesaid compensation including interim award, if any, was awarded to the claimants with interest @ 9% per annum from the date of filing of the claim petition i.e., 07.08.2014 till realization.

35. This Court finds no perversity, illegality or incorrect approach in assessing the compensation.

36. Before parting with this case, since no plea was taken before the learned Tribunal with regard to there being any violation of the terms and conditions of the policy of insurance, nor there is any evidence on record so as to prove that there was any fundamental breach of the terms and conditions of the insurance policy, and for the fact that no relief is claimed in the present appeals seeking recovery rights either, this Court does not find it to be a fit case where recovery rights be awarded to the appellant/ insurance company.

37. In view of the foregoing discussion, this Court finds that there are no merits in the present appeals. The decision by the learned Tribunal does not suffer from any illegality, perversity or incorrect approach adopted in law. Hence, the appeals are dismissed.

38. The pending applications also stand disposed of.

DHARMESH SHARMA, J.

FEBRUARY 27, 2024

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