Form No. J(2)

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE

Present:
The Hon'ble Justice Ananya Bandyopadhyay

FMA 1483 of 2024

National Insurance Company Limited
Versus
Sabina Nazz & Ors.

With

COT/154/2024

Sabina Nazz & Ors.
-Vs.-
National Insurance Company Limited

For the Appellant/Insurance Company: Mrs. Sucharita Paul.

For the Respondents/claimants : Mr. Sanat Kumar Mullick.

Heard & Judgment on : 14th August, 2025.

Ananya Bandyopadhyay, J:

1. Both the Learned Advocates representing the appellant/Insurance Company and the respondents/claimants are present in Court.
2. The instant appeal had been filed against the judgment and award dated 30.09.2024 passed by the Learned Judge, Motor

Accident Claims Tribunal, 12th Bench, City Civil Court, Calcutta M.A.C. Case No. 101 of 2019.

3. The Learned Advocate representing the appellant/Insurance Company submitted to have filed the instant appeal exclusively on the ground that the Learned Tribunal had considered the monthly income of the victim to be Rs.18,000/- in absence of any documentary evidence that the victim used to work as a Driver under the Gatidhara Scheme, Government of West Bengal. It was further submitted that the claim of the P.W. 1 being the wife of the deceased victim was not substantiated either through oral or documentary evidence that the victim earned a sum of Rs.25,000/- per month. The personal deduction to the extent of 1/4th was incorrect which should have been 1/3rd since the numbers of claimants were three. Furthermore, the Learned Tribunal had granted interest at the rate of 6% simple interest as well as 6% compound interest.

4. The Learned Advocate representing the respondents/claimants submitted to have filed a cross-objection being COT/154/2024 and further submitted that the Learned Tribunal disregarding the avocation of the victim who had been an owner of a private vehicle used to earn a sum of Rs.25,000/- out of which he used to pay a sum of Rs.10,348/- towards E.M.I. at the IndusInd Bank against the loan obtained from the aforesaid Bank for purchase of

the vehicle being Luxury Taxi bearing registration no. WB-11D/6808. It was further submitted that the victim used to pay quarterly premium towards L.I.C. policy to the extent of Rs.3341/- for three months each.

5. Since, the occurrence of the accident, involvement of the offending vehicle, the driving license, Insurance certificate etc. are not disputed by the learned advocate representing the appellant/Insurance Company, this Court restricts itself only to the extent of modifying the above-mentioned issues.
6. Considered the rival contentions of the Learned Advocates representing the respective parties.
7. The document marked as exhibit-17 related to the statement of accounts issued by the IndusInd Bank which was placed before the Learned Tribunal by P.W. 3 being a representative of the Bank. The aforesaid statement indicated a sum of Rs.10,348/- to be the installment deposited by the victim in disbursing the loan amount obtained from the aforesaid Bank. The document itself stated the period of loan moratorium, the due date of first E.M.I., the second E.M.I. as well as the last E.M.I. It also mentioned the loan to have been disbursed in favour of the victim for purchasing the vehicle being a Maruti Swift Desire car bearing registration no. WB-11D/6808. The said document marked as exhibit no. 17 corroborated with the document marked as exhibit-12 as well as

exhibit-14 which referred to the certificate of registration in form-23 issued by the Government of West Bengal as well as the Indian Union Driving Licence respectively which individually mentioned the name of the deceased victim as against the registration number as well as the vehicle purchased by the victim utilizing the loan amount obtained from the Bank. The document relating to the policy obtained under L.I.C's New Endowment Plan and the subsequent renewal premium marked as exhibit-20 and exhibit-21 referred to a sum of Rs.3267/- to have been paid by the victim towards quarterly premium for obtaining the policy as aforesaid. The victim during his lifetime should have earned an amount to cater to the monthly installment of Rs.10,348/- towards installments deposited in the Bank and also the quarterly premium of Rs.3267/- as premium for obtaining the L.I.C. policy. Moreover, the evidence of P.W. 1 being the wife of the victim revealed the deceased victim to have been the sole earning member in the family to pursue their livelihood. Under such circumstances, the monthly income of the victim should not have been less than Rs.20,000/-.

8. Considering the observations of the Hon'ble Apex Court in National insurance company Ltd. Vs. Pranay Shetty & Anr[1] and

1 2017(4)TAC 673(S.C)

Sarala Verma & Ors. Vs. Delhi Transport Corporation & Anr.[2], the impugned award of Rs. 51,09,780/- is modified as follows:

Monthly Income	Rs. 20,000/-
Add : 40% Future Prospect	Re. 8,000/-
	Rs. 28,000/-
	X 12
Annual Income	Rs. 3,36,000/-
1/3rd for Personal Expenses	Rs. 1,12,000/-
	Rs. 2,24,000/-
Multiplier to be "17"	X 17
	Rs. 38,08,000/-
Add : General Damages	Rs. 84,000/-
	Rs. 38,92,000/-

9. The learned Advocate representing the appellant/Insurance Company submits to have deposited a sum of Rs.68,90,396/- through two separate cheques as per challan filed by the learned advocate representing the appellant/insurance company.

10. The Respondents/claimants are entitled to receive the amount of Rs. 38,92,000/- at the rate of 6% per cent per annum from the date of filing of the claim application, i.e. 28.02.2019 till the date of actual realization.

11. The office of the learned Registrar General High Court at Calcutta, shall encash the cheques and thereafter disburse the entire awarded amount so deposited with accrued interest directly

[2] (2009) 6 SC 121

to the Bank accounts of respondents/claimants in proportion as mentioned in the impugned judgment of the Learned Judge, Motor Accident Claims Tribunal, 12th Bench, City Civil Court, Calcutta in M.A.C. Case No. 101 of 2019 on proof of proper identification of the respondents/claimants subject to payment of ad valorem Court fees and refund the balance amount, if any, along with accrued interest through a cheque to the Learned Advocate for the Appellant/Insurance Company for the accounts of the insurance company. The Office of the Learned Registrar General, High Court at Calcutta will instruct the claimants to provide details of their Bank accounts with relevant documentary proof, prior to such disbursal as aforesaid.

12. The instant appeal is disposed of accordingly.

13. The pending applications, if any, stands disposed of.

14. The TCR be sent down to the concerned Tribunal forthwith.

15. Copy of the order be sent to the Department as well as the concerned tribunal as expeditiously as possible.

(Ananya Bandyopadhyay, J.)

Srimanta, A.R.(Ct.)