IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO.2583 OF 2011

1. Archana W/o. Govindrao Chakrawar,
Age : 35 years, Occu. : Household,
R/o. Gangakhed, Tq. Gangakhed,
District Parbhani.

2. Pallavi D/o. Govindrao Chakrawar,
Age : 15 years, Occu. : Nil,
Minor U/g of her natural mother
Appellant No.1.

3. Sidhant S/o. Govindrao Chakrawar,
Age : 10 years, Occu. : Nil,
Minor U/g of her natural mother
Appellant No.1.

4. Vedant S/o. Govindrao Chakrawar
Age : Minor, Occu. : Nil,
Minor U/g of her natural mother
Appellant No.1.

5. Uttamrao S/o. Rangnathrao Chakrawar,
Age : 75 years, Occu. : Agril.,
R/o. Gangakhed, Tq. Gangakhed,
District Parbhani.

6. Shantabai W/o. Uttamrao Chakrawar,
Age : 65 years, Occu. : Household,
R/o. As above. ... Appellants
[Orig. Claimants]

Versus

1. Pradeep S/o. Dnyanoba Latpate,
Age : 45 years, Occu. : Business,
R/o. Gangakhed, Tq. Gangakhed,
Dist. Parbhani.

2. United India Insurance Co. Ltd.
Through its Manager,
Parbhani. ... Respondents
[Orig. Respondents]

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Mr. M. P. Kale, Advocate for Appellants.
Mr. Y. V. Gandhe h/f. Mr. P. D. Bachate, Advocate for Respondent No.1.
Mr. V. R. Mundada, Advocate for Respondent No.2.

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CORAM : ABHAY S. WAGHWASE, J.
RESERVED ON : 13 NOVEMBER 2025
PRONOUNCED ON : 18 NOVEMBER 2025

JUDGMENT :

1. Original claimants in M.A.C.P. No.10 of 2006, are hereby questioned to the judgment and order passed by the learned Motor Accident Claim Tribunal, Gangakhed, dated 24.12.2010 on account of getting dissatisfied by the quantum of compensation awarded by the learned Tribunal.

2. M.A.C.P. No.10 of 2006 was instituted by heirs of deceased Govindrao on the premise that on 22.04.2006, deceased Govindrao was a pillion rider of the motorcycle owned by respondent no.1. Said motorcycle was being driven in rash and negligent manner, as a result of which, the motorcycle got skid and Govindrao suffered multiple injuries and he succumbed to the same. Therefore, wife, minor children and old aged parents setting up accident claims against the respondent nos.1 and 2 rider/owner of the motorcycle and its insurer, respectively.

3. After hearing each of the side, learned tribunal vide judgment and order dated 24.12.2010 held that claimant had

confined their claim to Rs.1,00,000/-, and therefore, they are entitled to receive the same from respondent Nos.1 and 2 jointly and severally.

Such judgment and order is now taken exception to by filing instant appeal.

4. Sum and substance of arguments of learned counsel for appellants is that, admittedly, deceased was a pillion rider. Respondent no.1 had insured the motorcycle with respondent no.2. That, the said motorcycle was driven in rash and negligent manner and the rider lost his control over the motorcycle and it slipped and got skid inflicting grievous and serious injuries to deceased Govindrao. He pointed out that merely because of financial conditions, as claimants had restricted the claim of Rs.1,00,000/-, learned tribunal proceeded to award very much of the amount to them and in fact tribunal awarded just compensation. Learned tribunal has not considered the settled legal position, and therefore, he urges to enhance the compensation amount by allowing the appeal.

5. The above submissions are resisted by learned counsel for insurance company, whose fundamental objection is that insurance company is not liable to pay any compensation, as according to him, deceased was a pillion rider and there was no

premium paid for him nor there was any coverage and he does not fall under the category of third party. Therefore, for said reason, he urges to dismiss the appeal on such count itself.

6. Learned counsel for claimant has placed on record the judgment of the Hon'ble Apex Court in the case of ***National Insurance Company Ltd v. Balakrishnan and Anr.*** [2012 AIR SCW 6286] as well as the judgment passed by this court (Nagpur Bench) in the case of ***Dhiraj S/o. Mahaveersingh Chandel and Anr. v. Smt. Usha W/o. Kishor Bingewar*** in First Appeal No. 784 of 2007 and he relied that in view of both these judgments, though deceased was a pillion rider and policy being comprehensive, insurance company cannot escape from the liability. In view of the judgment of the Hon'ble Apex Court, on above aspect, distinction is made in paragraph nos.20 and 21, which reads as under:

> *"20. It is also worthy to note that the High Court, after referring to individual circulars issued by various insurance companies, eventually stated thus:*
>
> > *"In view of the aforesaid, it is clear that the comprehensive/package policy of a two wheeler covers a pillion rider and comprehensive/package policy of a private car covers the occupants and where the vehicle is covered under a comprehensive/package policy, there is no need for Motor Accident Claims Tribunal to go into the question whether the Insurance Company is liable to compensate for*

the death or injury of a pillion rider on a two-wheeler or the occupants in a private car. In fact, in view of the TAC's directives and those of the IRDA, such a plea was not permissible and ought not to have been raised as, for instance, it was done in the present case.”

21. In view of the aforesaid factual position, there is no scintilla of doubt that a "comprehensive/package policy" would cover the liability of the insurer for payment of compensation for the occupant in a car. There is no cavil that an "Act Policy" stands on a different footing from a "Comprehensive/Package Policy". As the circulars have made the position very clear and the IRDA, which is presently the statutory authority, has commanded the insurance companies stating that a "Comprehensive/Package Policy" covers the liability, there cannot be any dispute in that regard. We may hasten to clarify that the earlier pronouncements were rendered in respect of the "Act Policy" which admittedly cannot cover a third party risk of an occupant in a car. But, if the policy is a "Comprehensive/Package Policy", the liability would be covered.”

Similarly, in above referred first appeal also facts were identical and therein also insurance company was directed to pay compensation on the ground that policy was comprehensive policy. Deceased was a pillion rider, and as such, was not covered. In the said judgment also, again this court has clarified the above settled legal position dealt by the Hon’ble Supreme Court and had awarded compensation.

7. Therefore, taking support of above both judgments, here also deceased was a pillion rider and there is no dispute to that extent. As regards to submission of learned counsel for insurance company is that three persons were riding on motorcycle and there was a breach of policy, such point has not been demonstrated or substantiated by any distinct evidence and even learned tribunal refused to enter into such arena. For above reasons, insurance company is liable to pay compensation, more particularly, when the policy is comprehensive policy.

8. Perused the judgment under challenge. As pointed out, it abundantly clear that, here, learned tribunal has granted compensation only to the tune of Rs.1,00,000/-, as the claim was confined to that extent. The principle laid down for granting just compensation has not been taken into account, and therefore, indulgence at the hands of this court is required.

9. After appreciating the oral and documentary evidence, learned tribunal has considered the notional income of deceased as Rs.2500/- per month.

10. In view of the ratio laid down in ***National Insurance Company Limited v. Pranay Sethi and Ors.,*** *2017 SCC OnLine SC 1270* ; ***Magma General Insurance Co. Ltd. v. Nanu Ram alias Chuhru Ram and Others,*** *(2018) 18 SCC 130* and ***Nagappa v. Gurudayal***

Singh and Others, *(2003) 2 SCC 274,* claimants are entitled for Rs. 40,000/- each, i.e. 2,40,000/- plus 15% (Rs. 36,000/-) which comes to Rs. 2,76,000/- towards loss of consortium. Rs. 15,000/- plus 15% (Rs.2,250/-), which comes to Rs.17,250/- towards funeral expenses.

11. Claimants are also entitled for future prospects. Considering that the age of deceased at the time of accident was 35 years, 40% needs to be awarded towards future prospectus.

12. In view of the aforesaid discussion, claimants are entitled for following compensation.

Sr. No.	Heads	Amount (Rs.)
1.	**Annual Income (Rs.2500 x 12)**	**30,000/-**
2.	Future Prospects 40% i.e. 12,000 (30,000 + 12,000)	42,000/-
3.	Less 1/4th deduction towards personal expenses. (Rs. 42,000 – Rs. 10,500)	**31,500/-**
4.	Multiplier of 16 (31,500 X 16)	5,04,000/-
5.	Loss of consortium	2,76,000/-
6.	Funeral Expenses	17,250/-
7.	**Total compensation to be paid**	**7,97,250/-**
8.	Compensation awarded by Tribunal	1,00,000/-
9.	**Total Enhanced Compensation (i.e. Rs.7,97,250 – 1,00,000)**	**6,97,250/-**

13. In the result, following order is passed :-

ORDER

(i) Appeal is allowed with proportionate costs.

(ii) Impugned judgment and award dated 24.12.2010, passed by the learned Member, MA.C.T., Gangakhed in M.A.C.P. No.10 of 2006 is modified.

(iii) Respondent no.2 - insurance company to pay enhanced compensation of Rs.6,97,250/- to claimants within 12 weeks from today along with interest @ 7.5% per annum from the date of registration of claim petition till its realization.

(iv) Modified award be prepared accordingly.

(v) Claimants to pay court fees on enhanced compensation as per rules.

(vi) On deposit of the amount by Insurance Company, appellants/claimants are permitted to withdraw the same.

(ABHAY S. WAGHWASE, J.)

Tandale