



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

FIRST APPEAL NO. 2159 OF 2019

1. Archana W/o Vijaykumar Rawate
Aged 26 years, Occu.: H.H.Student,
2. Atharva S/o Vijaykumar Rawate
Aged 4 years, Occu.: Nil,
3. Ganesh S/o Vijaykumar Rawate,
Age: 3 years, Occu.: Nil,

(Appellants No.2 and 3 are the minors,
they are U/g. Of their mother-in-law
Archana W/o Vijaykumar Rawate
i.e. Appellant No.1)

4. Shankar S/o. Maroti Rawate,
Age: 57 years, Occu.: Service
5. Shobha W/o. Shankar Rawate,
Age: 54 years Occu.: H.H.

All R/o. Nandgaon, Tq. Chakur,
Dist. Latur

.... Appellants
(Orig. Claimants)

Versus

1. Brijesh S/o. Shriram Ahirwar,
Age : Major, Occu. : Driver,
R/o. 517/4, Basant Nagar,
Dhumma Seoni, Dist. Seoni
(Madhya Pradesh)
2. Shriram Halkeprasad Ahirwar,
Age: Major, Occu.: Business,
R/o. 517/4, Basant Nagar,
Dhumma Seoni, Dist. Seoni
(Madhya Pradesh)

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(Owner of Truck bearing No.
MP-22/H-0220)

3. The Branch Manager,
IFFCO Tokio General Insurance Co. Ltd.,
Behind Latur General Store, Latur,
Tq. and Dist. Latur.
4. Pandurang S/o. Dashrath Nagargoje,
Age: Major, Occu. Agri. & Business,
R/o. Dawangaon, Tq. Renapur,
Dist. Latur
(Owner of Jeep bearing
Reg. No.MH-24/V-7639)
5. The Manager,
Cholamandalam M.S. General Insurance
Co. Ltd., Adalat Road, Aurangabad,
Dist. Aurangabad.
6. The Manager,
Cholamandalam M.S. General Insurance
Co. Ltd. Opp. Shivneri, Adat Gate, Latur,
Tq. and Dist. Latur.

... Respondents

AND**FIRST APPEAL NO. 2160 OF 2019**

1. Namdeo S/o Maruti Shelke
Aged 54 years, Occu.: Agri,
2. Sow. Usha W/o. Mandeo Shelke,
Age: 48 years, Occu.: H.H.
3. Shahubai D/o Namdeo Shelke,
Age: 18 years, Occu.: Education,

All R/o. Nandgaon, Tq. Chakur,
Dist. Latur.

.... Appellants
(Orig. Claimants)

Versus

1. Brijesh S/o. Shriram Ahirwar,
Age : Major, Occu. : Driver,
R/o. 517/4, Basant Nagar,
Dhumma Seoni, Dist. Seoni
(Madhya Pradesh)
 2. Shriram Halkeprasad Ahirwar,
Age: Major, Occu.: Business,
R/o. 517/4, Basant Nagar,
Dhumma Seoni, Dist. Seoni
(Madhya Pradesh)
(Owner of Truck bearing No.
MP-22/H-0220)
 3. The Branch Manager,
IFFCO Tokio General Insurance Co. Ltd.,
Behind Latur General Store, Latur,
Tq. and Dist. Latur.
 4. Pandurang S/o. Dashrath Nagargoje,
Age: Major, Occu. Agri. & Business,
R/o. Dawangaon, Tq. Renapur,
Dist. Latur
(Owner of Jeep bearing
Reg. No.MH-24/V-7639)
 5. The Manager,
Cholamandalam M.S. General Insurance
Co. Ltd., Adalat Road, Aurangabad,
Dist. Aurangabad.
 6. The Manager,
Cholamandalam M.S. General Insurance
Co. Ltd. Opp. Shivneri, Adat Gate, Latur,
Tq. and Dist. Latur.
- ... Respondents.

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AND

FIRST APPEAL NO. 2161 OF 2019

1. IFFCO Tokio General Insurance
Company Limited,
Through Branch Manager,
1st Floor, Inani Building,
Above Latur Sadi Centre,
old Cloth Lane, Latur

Through : The Branch Manager,
A4, Suyash complex, Baba Nagar,
Kalda Complex, Aurangabad-431 005.

... Appellants
(Orig. Resp. No.3)

Versus

1. Namdeo Maruti Shelke
Age: 53 years, Occu.: Agriculture,
2. Usha W/o. Namdeo Shelke,
Age: 48 years, Occu.: Household
3. Shahubai D/o. Namdeo Shelke,
Age: 19 years, Occu.: Education,
All R/o. Nandgaon, Tq. Chakur,
Dist. Latur.
4. Brijesh Shriram Ahirwar,
Age: Major, Occu.: Driver,
R/o. 517/04, Basant Nagar,
Dhmma Seoni, Dist. Seoni,
(Madhya Pradesh)
5. Shriram Halkeprasad Ahirwar,
Age: Major, Occu.: Business,
R/o. 517/04, Basant Nagar,
Dhmma Seoni, Dist. Seoni,
(Madhya Pradesh)

6. Pandurang S/o. Dashrath Nagargoje,
Age: Major, Occu.: Agriculture & Business,
R/o. Dawangaon, Tq. Renapur,
Dist. Latur.
7. The Manager,
Cholamandalam M.S. General Insurance
Co. Ltd., Adalat Road, Aurangabad,
Dist. Aurangabad.
6. The Manager,
Cholamandalam M.S. General Insurance
Co. Ltd. Opp. Shivneri, Adat Gate,
Latur, Tq. and Dist. Latur.

... Respondents

(Resp. Nos.1 to 3 Orig
Claimants, Resp Nos.4 & 5
Orig. Resp. Nos.1& 2 Resp.
Nos. 6 to 8 Orig. Resp No.4
to 6)

AND**FIRST APPEAL NO. 2162 OF 2019**

1. IFFCO Tokio General Insurance
Company Limited,
Through Branch Manager,
1st Floor, Inani Building,
Above Latur Sadi Centre,
old Cloth Lane, Latur
- Through : The Branch Manager,
A4, Suyash complex, Baba Nagar,
Kalda Complex, Aurangabad-431 005.

... Appellants
(Orig. Resp. No.3)

Versus

1. Archana W/o Vijaykumar Rawate
Aged 26 years, Occu.: Household

2. Atharva S/o Vijaykumar Rawate
Aged 5 years, Occu.: Education,
3. Ganesh S/o Vijaykumar Rawate,
Age: 4 years, Occu.: Nil,

(Respondent No.2 & 3 being minor
under guardianship of their mother
i.e. Respondent No.1)
4. Shankar S/o. Maroti Rawate,
Age: 58 years, Occu.: Service
5. Shobha W/o. Shankar Rawate,
Age: 55 years Occu.: Household
6. Brijesh Shriram Ahirwar,
Age: Major, Occu.: Driver,
R/o. 517/04, Basant Nagar,
Dhmma Seoni, Dist. Seoni,
(Madhya Pradesh)
7. Shriram Halkeprasad Ahirwar,
Age: Major, Occu.: Business,
R/o. 517/04, Basant Nagar,
Dhmma Seoni, Dist. Seoni,
(Madhya Pradesh)
8. Pandurang S/o. Dashrath Nagargoje,
Age: Major, Occu.: Agriculture & Business,
R/o. Dawangaon, Tq. Renapur,
Dist. Latur.
9. The Manager,
Cholamandalam M.S. General Insurance
Co. Ltd., Adalat Road, Aurangabad,
Dist. Aurangabad.

10. The Manager,
Cholamandalam M.S. General Insurance
Co. Ltd. Opp. Shivneri, Adat Gate, Latur,
Tq. and Dist. Latur.

... Respondents.

(Resp. Nos.1 to 5 Orig
Claimants, Resp Nos.6 & 7
Orig. Resp. Nos.1 and 2 Resp
Nos. 8 to 10 Orig. Resp No.4
to 6)

.....

Mr. N.D. Kendre, Advocate for Appellants in FA/2159/2019 and FA/2160/2019 and for Respondents No.1 to 3 in FA/2161/2019 and for Respondents No.1 to 5 in FA/2162/2019

Mr. Swapnil S. Rathi, Advocate for Respondent No.3 in FA/2159/2019 and FA/2160/2019 and for Appellant in FA/2161/2019 and FA/2162/2019

Mr. Abhijit G. Choudhari, Advocate for Respondents No.5 and 6 in FA/2159/2019 and FA/2160/2019 and for Respondent No.7 in FA/2161/2019 and for Respondent No.9 in FA/2162/2019

Mr. V.C. Patil, Advocate h/f Mr. U.B. Bondar, Advocate for Respondent No.4 in FA/2159/2019 and FA/2160/2019 and for Respondent No.6 in FA/2161/2019 and for Respondent No.8 in FA/2162/2019.

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CORAM : ABHAY S. WAGHWASE, J.

Reserved on : 09 JULY, 2025

Pronounced on : 29 JULY, 2025

JUDGMENT :-

1. In all four First Appeals are offshoots of one and the same accident, but are arising out of distinct claim petitions bearing Nos.247 of 2015 and 248 of 2015, which are at the instance of

original claimants, who are heirs of deceased, who died in road traffic accident. In nutshell, two First Appeals bearing no. 2159 of 2019 and 2160 of 2019 (at the instance of claimants; whereas two First Appeal Nos. 2161 of 2019 and 2162 of 2019 (at the instance of Insurance Company) are hereby taking exception to two different judgments and awards passed by the Motor Accident Claims Tribunal, Latur on account of one accident between truck and jeep dated 24.07.2015. Hence, these four appeals are being disposed of by common judgment.

FACTS GIVING RISE TO APPEAL NO.2159/2019 (M.A.C.P NO.247/2015) ARE AS UNDER:

2. The accident claim petition bearing No. 247 of 2015 has been filed by the wife and sons of the deceased Vijaykumar, along with his parents. The claim is directed against the driver and owner of the offending truck bearing No. MP-22/H-0220, their insurer (respondent No. 3), as well as the owner of the jeep bearing No. MH-24/V-7638 and its insurer (respondents No. 5 and 6).

3. The case set up by the claimants is that, on 24.07.2015, deceased Vijaykumar was travelling in the above-referred jeep to go to his destination at Chakur. When the jeep was in the vicinity of village Algarwadi, Tq. Chakur, a truck bearing No. MP-22/H-0220, which is allegedly coming from the opposite direction at an excessively high speed and being driven in a rash and negligent manner, came onto the wrong side and collided with the jeep, causing the accident. As a result, Vijaykumar died on the spot, and the other occupants sustained injuries.

4. According to claimants, the driver of the truck was solely responsible for the accident. The said truck being owned by respondent No.2 and being insured by respondent No.3, it is a case of claimants that respondents No.1, 2 and 3 are jointly and severally liable to pay compensation.

5. Except for respondent No. 2, all the respondents appeared in the claim petition. However, respondents No. 1 and 4 did not file their written statements. Hence, the claim petition proceeded without their written statements.

6. According to the claimants, at the time of the accident, the deceased Vijaykumar was 28 years old. He was employed as a driver by one Syed Maheboob Yasinsab and was earning a salary of Rs. 12,000/- per month. That, he was the sole bread earner and the only source of income for the claimants' family. Under various heads, the claimants set up the claim by invoking Section 166 of the Motor Vehicles Act, to the tune of Rs.42,41,000/-, which, according to them, should be paid jointly and severally by respondents No. 1 to 3.

7. The main contenting respondent seems to be respondent No.3/Iffco Tokio General Insurance Company Ltd. and it is the case at their end firstly on the ground that the truck driver was not holding valid and effective driving licence, therefore, there is breach of policy; and secondly, the truck driver was not solely negligent. They also contested and objected to the age and income of deceased Vijaykumar for want of proof. In the alternative, the plea set up by the insurance company is that, if the case of claimants is accepted, then composite negligence can be attributed to drivers of both vehicles i.e. truck driver as well as jeep driver, on account of the accident to be as a result of head-on collision.

Respondents No. 5 and 6 also contested the claim on the ground that there was no negligence on the part of the jeep driver, and according to them, the truck driver was solely responsible for the accident.

8. In light of the above controversies raised by each of the parties, the Tribunal framed issues and, after appreciating both oral and documentary evidence, recorded a finding that the claimants proved that the accident occurred due to the rash and negligent driving of the truck driver and no case is made out to hold driver of the jeep to be also equally responsible to bring into play contributory negligence. The Tribunal held that the claimants are entitled for compensation, that too only from the driver and owner of the truck and insurer of the truck. Accordingly, compensation of Rs. 12,94,000 was awarded along with interest at the rate of 7.5% per annum.

9. Now, by the present appeal, i.e. First Appeal No.2159 of 2019, the claimants have taken exception to the judgment and award passed by the Tribunal on the ground of insufficient compensation, and have accordingly sought enhancement of the compensation.

10. Whereas, the insurance company has also challenged the award on the grounds that the Tribunal erred in holding the truck driver solely responsible by absolving the driver of the jeep and not accepting the case set up by them in the Tribunal.

FACTS GIVING RISE TO APPEAL NO.2160/2019 (M.A.C.P NO.247/2015) ARE AS UNDER:

11 The accident claim petition bearing No. 248 of 2015 has been filed by the parents and sister of the deceased Dhondiram. The claim is directed against the driver and owner of the offending truck bearing No. MP-22/H-0220, their insurer (respondent No. 3), as well as the owner of the jeep bearing No. MH-24/V-7638 and its insurer (respondents No. 5 and 6).

12. The case set up by the claimants is that, deceased Dondiram was an occupant of jeep and travelling towards Chakur on 24.07.2015, having died in a road traffic accident on account of dash given by the truck bearing No. MP-22/H-0220. They st up the claim by invoking Section 166 of the Motor Vehicles Act, seeking compensation to the tune of Rs. 30,53,000/- with interest at the rate of 12% per annum. According to claimants, the truck came from the opposite side in a rash and negligent manner and after

coming from the wrong side, gave a dash to the jeep in which Dhondiram died on the spot. Therefore, they sought compensation not only from the driver and owner of the truck and the insurer of the truck, but also from the owner of the jeep and its insurer.

13. According to the claimants, the deceased Dhondiram was 18 years old and working as a cleaner on the vehicle of Sayyed Maheboob Yasinsab and was earning Rs.8,000 per month. The claimants were solely dependent on his income, and hence, the claim was filed.

14. The Tribunal issued notices to all the respondents. Though Respondent No. 1 was duly served, he failed to appear. Hence, the claim petition proceeded *ex parte* against him. However, respondents No.2 and 4, though caused appearance, failed to file written statement, and therefore, the Tribunal passed an order to proceed with the claim without their written statements.

15. The main contenting respondent seems to be respondent No.3/Iffco Tokio General Insurance Company Ltd. and again it is the case at their end, firstly on the ground that the truck driver was not holding valid and effective driving licence, therefore, there is breach of policy; and secondly, the truck driver was not solely

negligent. They also contested and objected to the age and income of deceased Dhondiram for want of proof. In the alternative, the plea set up by the insurance company is that, if the case of claimants is accepted, then composite negligence can be attributed to drivers of both vehicles i.e. truck driver as well as jeep driver, on account of the accident to be as a result of head-on collision.

16. In view of the above controversies raised by the parties, the Tribunal framed issues and, after appreciating both oral and documentary evidence, reached the finding that the claimants proved that the deceased, Dhondiram, was an occupant of the jeep, which was collided with due to the rash and negligent driving of the truck bearing No. MP-22/H-0220. The Tribunal also rejected the claim of the insurance company as well as Respondents No. 3, 5, and 6 regarding breach of condition and absolving the driver of the jeep from negligence, and finally granted compensation of Rs. 4,98,000/- along with interest at the rate of 7.5% per annum, to be paid jointly and severally by Respondents No. 1 and 2.

17. Now, by the present appeal, i.e., First Appeal No. 2160 of 2019, the claimants have taken exception to the judgment and award passed by the Tribunal on the ground of insufficient

compensation and have accordingly sought enhancement thereof. Whereas, the insurance company has also challenged the award on the grounds that the Tribunal erred in holding the truck driver solely responsible by absolving the driver of the jeep and not accepting the case set up by them in the Tribunal.

18. Heard. Perused the record and impugned judgments & awards dated 30.11.2017 in M.A.C.P Nos.247/2015 and 248/2015 respectively.

19. After re-appreciating the FIR, spot panchanama, inquest panchanama, and other evidence, this Court has no doubt that the truck driver left his correct side and moved onto the wrong side, where the jeep was proceeding, and thereby collided with the jeep, causing the death of the deceased Vijaykumar and Dhondiram. On going through the judgment of the Tribunal, this Court is more than convinced about the reasons assigned for holding truck driver solely responsible and absolving driver of jeep from negligence. Though the insurance company in both cases has pleaded breach of policy, it has failed to discharge this burden by adducing any distinct evidence to that effect. Therefore, the only question that arises for consideration is whether the Tribunal, in the above cases,

has granted appropriate and just compensation, or whether the same is inadequate so as to enhance the same.

20. Though the insurance company has asserted that there was contributory negligence on the part of both drivers and fault is found in the judgment of the Tribunal for failing to consider the same, this Court finds no merit in the same, because as stated above, from the spot panchanama (Exhibit-48), when both vehicles were approaching each other and proceeding towards the opposite direction, each vehicle is expected to maintain lane discipline. However, the spot panchanama shows that the truck left its correct side and entered the zone of the road meant for vehicles proceeding in the opposite direction. Therefore, considering the same, this Court too is convinced that reasons assigned by the Tribunal in paragraphs No.19 to 23, fixing responsibility only on the truck driver cannot be faulted at. Similarly, though the plea was taken about breach of policy before the Tribunal, the insurance company has not led distinct evidence about breach of policy. On the contrary, the offending truck had valid and effective policy on the date of accident.

21. On complete re-appreciation of the analysis of the evidence, in the considered opinion of this Court that, though claimants in First Appeal No.2159 of 2019 (M.A.C.P No.247/2015) has set up a case that deceased Vijaykumar was the employed as driver on the truck owned by Mr. Sayyed Yasinsab. Though efforts have been taken to examine him, on going through his evidence, it is emerging that deceased Vijaykumar was not in permanent employment as a driver and no evidence is lead to believe it.

22. As regards to computation of compensation in M.A.C.P No.247/2015 is concerned, claimants have adduced evidence of Sayyed Yasinsab to show employment of Vijaykumar. In his testimony, Mr. Sayyed Yasinsab deposed that he had obtained the signatures of the deceased, Vijaykumar, in his diary. However, he has failed to produce the diary itself. Therefore, there is no distinct evidence regarding salary being paid to deceased Vijaykumar for working as a driver. Even the papers of the truck, which was allegedly driven by the deceased Vijaykumar, are not placed on record. Therefore, there is no evidence that deceased Vijaykumar was in employment of this witness as driver. Therefore, the only course left open to the Tribunal was to consider the notional income.

23. However, considering that the deceased Vijaykumar was a skilled driver, the Tribunal assessed his monthly salary at Rs.8,000/-, which, in the opinion of this Court, ought to have been assessed at a minimum of Rs.10,000/-. As pointed out, the learned Tribunal does not appear to have awarded any amount under the head of 'loss of consortium' to each of the claimants, who are entitled to the same in their respective individual capacities as the wife, sons, and parents of the deceased. All the claimants are equally entitled to loss of consortium. The learned Tribunal has awarded the same only to claimant No. 1. Therefore, modification in the award to that extent is also required to be made. Similarly, the Tribunal seems to have forgotten to award distinct compensation under the head of 'loss of future prospects'.

24. In view of the ratio laid down in *National Insurance Company Limited vs. Pranay Sethi and others* 2017 (16) SCC 680, claimants are entitled for Rs. 40,000/- each, i.e. 2,00,000/- plus 20% (Rs.40,000/-) which comes to **Rs. 2,40,000/-** towards consortium. Claimants are also entitled for future prospects. Considering that the age of deceased at the time of accident was 29 years, **40%** needs to be awarded towards future prospectus in

view of ratio in *Magma General Insurance Co. Ltd. Vs. Nanu Ram alias Chuhru Ram and Others*, (2018) 18 SCC 130.

25. In view of the aforesaid discussion, claimants if First Appeal No.2159/2019 (M.A.C.P. No.247/2015) are entitled for following compensation.

	Name of the deceased : Vijaukumar Rawate [(First Appeal No.2159/2019) (M.A.C.P. No. 247/2015)]	
	Head	Compensation Amount
1.	Annual Income (i.e. Rs.10,000 X 12)	Rs.1,20,000/-
2.	Future Prospects 40% i.e. 48,000 (1,20,000 + 48000)	Rs.1,68,000
3.	less 1/4 deduction towards personal expenses. (Rs. 1,68,000 – 42,000)	Rs.1,26,000/-
4.	Multiplier of 17 (1,26,000 X 17) (As applied by the Tribunal)	Rs.21,42,000/-
5.	Non-pecuniary Losses:- Loss consortium and Love and affection = Rs.2,40,000/- Loss of Estate = Rs.15,000/- (As awarded by the Tribunal) Funeral Expenses = Rs.15,000/ (As awarded by the Tribunal)	Rs.2,70,000/-
6.	Total compensation to be paid (i.e. Rs.21,42,000 + Rs.2,70,000)	Rs.24,12,000/-
6.	Compensation awarded by Tribunal	Rs.12,94,000/-
7.	Total Enhanced Compensation (Rs.24,12,000 – Rs.12,94,000)	Rs.11,18,000/-

26. As regards to computation of compensation in M.A.C.P No.248/2015 is concerned, the deceased Dhondiram was shown to have been working as a cleaner on the truck owned by Mr. Sayyed Yasinsab. Though deceased Dhondiram claimed to be working as cleaner, in this regard also there is no evidence whatsoever to show that he rendered in such work. Therefore, in the absence of any such evidence, the notional income, as assessed by the Tribunal, is required to be considered. However, the multiplier applied by the Tribunal is 13, which was based on the average age of the parents. In fact, considering the age of the deceased Dhondiram as 18 years, the Tribunal ought to have applied a multiplier of **18**, in accordance with the ratio laid down in *Sarla Verma and others Vs. Delhi Transport Corporation and Another* reported in AIR 2009 SC 3104. So also, as pointed out, in this claim also the learned Tribunal does not appear to have awarded any amount under the head of 'loss of consortium' to each of the claimants. Therefore, modification in the award to that extent is also required to be made. Similarly, the Tribunal seems to have forgotten to award distinct compensation under the head of 'loss of future prospects'.

27. In view of the ratio laid down in *National Insurance Company Limited vs. Pranay Sethi and others* 2017 (16) SCC 680, claimants are entitled for Rs. 40,000/- each, i.e. 1,20,000/- plus 20% (Rs.24,000/-) which comes to **Rs. 1,44,000/-** towards consortium. Claimants are also entitled for future prospects. Considering that the age of deceased at the time of accident was 18 years, **40%** needs to be awarded towards future prospectus in view of ratio in **Magma General Insurance Co. Ltd.** (supra).

28. In view of the aforesaid discussion, claimants if First Appeal No.2160/2019 (M.A.C.P. No.248/2015) are entitled for following compensation.

	Name of the deceased : Dhondiram Shelke (M.A.C.P No. 248/2015)	
	Head	Compensation Amount
1.	Annual Income (i.e. Rs.6000 X 12) (As assessed by the Tribunal)	Rs.72,000/-
2.	Future Prospects 40% i.e. 28,800 (72,000 + 28,800)	Rs.1,00,800
3.	less 1/2 deduction towards personal expenses. (Rs. 1,00,800 – 50,400)	Rs.50,400/-
4.	Multiplier of 18 (50,400 X 18)	Rs.9,07,200/-

5.	Non-pecuniary Losses:- Loss consortium = Rs.1,44,000/- Loss of Estate = Rs.15,000/- (As awarded by the Tribunal) Funeral Expenses = Rs.15,000/ (As awarded by the Tribunal)	Rs.1,74,000/-
6.	Total compensation to be paid (i.e. Rs.9,07,200 + Rs.1,74,000)	Rs.10,81,200/-
6.	Compensation awarded by Tribunal	Rs.4,98,000/-
7.	Total Enhanced Compensation (Rs.10,81,200 – Rs.4,98,000)	Rs.5,83,200/-

29. In the result, First Appeal Nos. 2159 of 2019 and 2160 of 2019 preferred by the original claimants are partly allowed as under :-

Order in First Appeal No. 2159 of 2019

(I) Impugned judgment and award dated 30.11.2017, passed by Ex-Officio Member of M.A.C.T., Latur in M.A.C.P. No.247 of 2015 is modified as under:

(a) Respondent no.3-insurance company to pay enhanced compensation of **Rs.11,18,000/-** 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.

Order in First Appeal No. 2160 of 2019

(II) Impugned judgment and award dated 30.11.2017, passed by Ex-Officio Member of M.A.C.T., Latur in M.A.C.P No. 248 of 2015 is modified as under:

(a) Respondent no.3-insurance company to pay enhanced compensation of **Rs.5,83,200/-** 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.

(III) First appeal Nos. 2161 of 2019 and 2162 of 2019 preferred by the Insurance company stand dismissed.

(IV) No order as to costs.

(V) Award be drawn up accordingly.

(VI) On deposit of the amount by Insurance Company, appellants/claimants in FA/2159/2019 and 2160/2019 are permitted to withdraw the same.

[ABHAY S. WAGHWASE]
JUDGE

S.P. Rane