IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIRCUIT BENCH AT KOLHAPUR
CIVIL APPELLATE JURISDICTION

FIRST APPEAL NO. 277 OF 2022

1. Shri Appu @ Virbhadra Dhondappa Rajmane
   Aged about 30 years,
2. Vishal Appu @ Virbhadra Rajmane
   Aged about 7 years
3. Vinod Appu @ Virbhadra Rajmane
   Aged about 6 years
   All are residing at Neharu Nagar,
   Plot No.34, in front of D.Ed. College Solapur **...Appellants**

VERSUS

1. Mahesh Balasaheb Dhekale
   R/o. Devgaon(Dhekalewadi)
   Tal. Mangalwedha, Dist Solapur

2. Daji Yamnappa Kachare
   R/o. Kacharewadi,
   Tal. Mangalwedha, Dist Solapur

3. United India Ins.Co.Ltd
   Stadium House, 5th Floor,
   Veer Nariman Road, Churchgate,
   Mumbai-400020. **...Respondents**

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Mr. T. J. Mendon, Advocate for the Appellants.

Ms. Varsha Chavan, Advocate for Respondent No.3 – Insurance Co.

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CORAM : SHIVKUMAR DIGE, J.

DATE : 12th DECEMBER 2025

ORAL JUDGMENT :

1. This appeal is preferred by the Appellants-Claimants for enhancement of compensation against the Judgment and order passed by the learned Member, Motor Accident Claims Tribunal, at Solapur (for short "the Tribunal") in Motor Accident Claim Petition No.166 of 2011 by order dated 19.04.2016.

2. It is contention of learned counsel for the Appellants-Claimants that the deceased was the housewife. The Tribunal has considered her notional monthly income at Rs. 3,000/- which is on lower side. It should be Rs. 6,000/- per month. Learned counsel further submitted that the Tribunal has exonerated the Insurance Company on the ground of breach of terms and conditions of insurance policy. But the Insurance Company has satisfied an accident claim petition arising out of the same accident, but this fact is not considered by the Tribunal and requested to allow the Appeal.

3. It is contention of the learned counsel for Respondent No.3 – Insurance Company that the matters which are satisfied by the Insurance Company, in those matters, evidence was not laid. In the present matter, evidence is laid and on the basis of evidence, it has come on record that there was breach of terms and conditions of Insurance Policy. On that basis, the Tribunal has exonerated the

Insurance Company. Learned counsel further submitted that no evidence is produced on record to prove the income of the deceased. The Tribunal has rightly considered the monthly income of the deceased at Rs.3,000/- per month which is proper. The Tribunal has passed well reasoned order. No interference is required in it and requested to dismiss the appeal.

4. I have heard both learned counsels, perused the impugned Judgment and order passed by the Tribunal. It is claimants' case that the deceased was carrying the business of vegetables and earning Rs.150/- per day. To prove the income of the deceased, the claimant No.1 - Appu Rajmane is examined. He has stated that the deceased was selling vegetables and earning Rs.150/- per day. While dealing with the issue of income, the Tribunal has observed that the deceased was housewife and no evidence is produced on record to prove her income. Hence, on notional basis, the Tribunal has considered Rs. 3,000/- as monthly income of the deceased. I am unable to understand the observation of the Tribunal as there is no reason to disbelieve the evidence of the Claimant No.1. Moreover, at the time of accident, the deceased was 22 years old. Considering these facts, I am considering Rs.4,500/- as monthly income of the deceased. The Tribunal has not awarded future prospects. The claimants are entitled

to 40% future prospects. The Tribunal has exonerated the Insurance Company on the ground that there was breach of terms and conditions of insurance policy as 13 to 14 passengers were travelling in the offending jeep at the time of accident. The insurance policy produced on record is at Exhibit-53, it shows that sitting capacity of the offending jeep was 9 + 1. In the said accident, three persons are died and one person was injured. Out of those three persons, two persons' claim have been satisfied by the Insurance Company. It is contention of Insurance Company that in those matters, evidence was not laid. In my view, Insurance company was aware that there was breach of terms and conditions of Insurance Policy. With knowledge of the said fact, the Insurance Company have satisfied the claim in those claim petitions. Hence, Insurance Company cannot be exonerated in the present matter.

5. Considering the above calculation, the claimants are entitled for following compensation:

Particulars	Amount
Monthly Income	4,500/-
Future prospect 40 %	1,800/-
Personal Deduction 1/3rd	2,100/-
Calculation of Compensation (4200 X 12 X 18)	9,07,200/-
Consortium for 3 claimants [Rs.48,000 X 3]	1,44,000/-

Loss of Estate	18,000/-
Funueral Expenses	18,000/-
Total Compensation	**10,87,200/-**

6. In view of the above, I pass following order :

ORDER

(i) The Appeal is allowed.

(ii) The claimants are entitled for enhanced amount of **Rs.10,87,200/-** at the rate of **7.5%** per annum from the date of filing claim petition till realisation of amount.

(iii) The Respondent - Insurance Company shall deposit the total compensation amount along with accrued interest thereon, within six weeks from the date of receipt of this order;

(iv) The claimants are permitted to withdraw the deposited amount along with accrued interest thereon;

(v) The claimants shall pay the deficit Court fees on compensation amount, if any, as per Rule;

(vi) Record and Proceedings be sent back to the Tribunal.

7. The Appeal is disposed off in the aforesaid terms.

8. All pending applications, if any also stand disposed off.

(SHIVKUMAR DIGE, J.)