



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

Sr. No.268

**FAO-556-2022 (O&M)
Reserved on:07.08.2025
Date of Decision:22.08.2025**

NEW INDIA ASSURANCE COMPANY LIMITED

...Appellant

Versus

REENA AND OTHERS

.....Respondents

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present:- Mr. Ashwani Talwar, Advocate
for the appellant- Insurance Company.

Mr. Ashish Gupta, Advocate
for the respondents.

PARMOD GOYAL, J.

The present appeal has been preferred by Insurance Company being aggrieved by impugned award dated 12.11.2021 passed by the Motor Accident Claims Tribunal, Mewat, vide which claimants were held entitled to compensation of Rs.1,05,55428/- along with 7.5% interest per annum from the date of institution of claim petition till its realisation.

The main and only challenge on behalf of Insurance Company is with regard to the quantum of compensation and as regards to income of deceased assessed by learned Tribunal. It is the case of the Insurance Company that claimants have failed to prove that deceased was earning 850 US Dollar i.e. Rs.54,657/- per month, on the basis of inadmissible documentary evidence.



Deceased had died on 19.01.2017. To prove income of deceased, petitioners have relied upon certificates (Annexure P-19 to P-22). It was the claim of the claimants that deceased was employed with Oasis Shipping Agency as AB/OILER and was employed after receiving Pre-Sea training vide Ex.P-19 to P-22, vide employment contract (Ex.P-27). As per employment contract letter issued by Oasis Shipping Agency (Ex.P-27), deceased was given employment as AB/OILER for a period of one year from 25.04.2016 to 24.04.2017 on a basic monthly salary of Rs. Rs.850 USD Dollar per month. The said employment was extendable for further period as per Clause 11 and deceased could have left the job after giving prior notice of 21 days as per Clause 7.

The main argument on behalf of Insurance Company is that document (Ex.P-27) has not been proved in accordance with law as it was not attested by Indian Embassy. Reliance has been placed upon following judgments:-

(i) United India Insurance Company Limited Vs Satinder Kaur, 2020 (3) RCR (Civil) 75.

(ii) FAO No. 7613 of 2015 titled as Krishna Devi Vs. Sandeep Singh and Others, decided on 10.07.2019.

On consideration of the judgments cited by learned counsel for Insurance Company, I find that both the judgments have been given by Hon'ble Supreme Court on the basis of facts and circumstances, as well as evidence lead therein. In case ***“United India Insurance Company Limited Vs. Satinder Kaur, 2020 (3) RCR (Civil) 75”***, the contract duly certified by Indian Embassy was taken into consideration and compensation was awarded accordingly.

In the second case, i.e. ***“FAO No. 7613 of 2015 titled as Krishna***



Devi Vs. Sandeep Singh and Others, decided on 10.07.2019”, Hon’ble Supreme Court concluded that there is no sufficient evidence to rely upon certificate issued by foreign employer and it remanded the case back after framing possible question which needs to be answered.

On consideration of facts and circumstances of present case, it is worth noticing that learned Tribunal has duly noted and recorded the fact that employment contract along with pre-sea training certificate were duly proved by claimants in original as Ex.P-19 to Ex.P-22 and Ex.P-27. It is also the matter of fact that the employment of deceased preceded with Pre-Sea training and it was after conclusion of training, he was employed with Oasis Shipping Agency. Ex.P-19 to Ex.P-22 are certificates of the said training, which have been produced in original and therefore, learned Tribunal had concluded that the deceased was a Sailor with Oasis Shipping Agency. On the basis of the employment contract, this conclusion cannot be faulted merely because the certificate was not attested by Indian Embassy. It is to be noted that Motor Vehicles Act is a beneficial legislation and the standard of proof required, is preponderance of probabilities. Prima-facie material are sufficient to conclude facts asserted by the claimants.

In the present case, the original contract as well as original certificates showing pre-sea training were duly proved and duly exhibited before learned Tribunal and no objection was taken by the Insurance Company. It was open for Insurance Company to disprove the training certificates as well as letter of contract. However, no evidence in this regard has been lead by the Insurance Company. The arguments on behalf of Insurance Company that contract was for a period of one year i.e. from 25.04.2016 to 24.04.2017, whereas, accident had taken place on 19.01.2017, therefore, it was possible that the deceased had been discharged from service



prior to conclusion of his contract is without any basis. Perusal of Clause 11 of contract goes to show that contract was extendable. There is no evidence to conclude that deceased had left his job prior to accident. No assumption from any material can be raised that the deceased had left his job before conclusion of contract period which, admittedly was extendable.

It is pertinent to note that in the present case, contract of employment with Oasis Shipping Agency is duly corroborated by the certificate of training i.e. Pre-Sea training which is required for job as Sailor. The certificate (Ex. P-22), in fact, corroborates the fact that deceased was employed as Sailor with the Shipping Company. The evidence lead by claimants is sufficient to prove the employment of deceased. Therefore, it cannot be doubted as the same stands corroborated from training certificates. Except the assumptions raised on behalf of Insurance Company, no evidence or material has been shown or referred to doubt the salary being drawn by deceased at the time of his death. Court needs to take judicial notice of general salaries payable in Shipping Industry in the year 2017 and on consideration the amount of 850 US Dollar i.e. Rs.54,657/- cannot be held to be excessive, it was prevelant salary.

In view of the above discussion, I do not find any error in the judgment of learned Tribunal and the present appeal is devoid of merits.

Hence, the same is hereby dismissed.

22nd August, 2025
Anu

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	:	Yes
Whether reportable	:	Yes/No