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

**FAO-3209-2023 (O&M)
Reserved on : 11.09.2025
Date of Pronouncement : 22.09.2025**

Laxmi and others ......Appellants

Vs.

Om Parkash and another ......Respondent

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present : Mr. Yogesh Gupta, Advocate,
for the appellants.

Mr. Inderjit Singh, Advocate,
for respondent No.1.

Mr. Lalit Garg, Advocate,
for respondent No.2-Insurance Company.

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SUDEEPTI SHARMA J.

1. The present appeal has been preferred against award dated 17.03.2023 passed in the claim petition filed under Section 166 of the Motor Vehicles Act, 1988, by the learned Motor Accident Claims Tribunal, Chandigarh (for short, 'the Tribunal') for enhancement of compensation, granted to the appellants/claimants to the tune of Rs.25,65,000/- along with interest at the rate of 7.5% per annum, on account of death of Mula Ram @ Moola Ram in a Motor Vehicular Accident, occurred on 08.12.2020, as well as wrongly fixing liability to pay the compensation upon owner of offending vehicle.

FACTS NOT IN DISPUTE

2. The brief facts of the case are that on 08.12.2020, Mula Ram @ Moola Ram (since deceased) was travelling in Truck No.RJ04-GA-5086 as the representative/owner of the soil loaded therein. The said truck was being driven by its owner, respondent No. 1-Om Parkash, on the Hisar-Rajgarh Road. Respondent No.1 was driving it at a high speed despite foggy weather conditions. At about 8:00 a.m., when they reached Siwani bye-pass, respondent No.1 suddenly lost control over the truck, which collided with a stationary vehicle parked on the road. As a result of the impact, Mula Ram @ Moola Ram suffered multiple grievous injuries. He was taken to the hospital, where he was declared brought dead. Several persons present at the spot witnessed the accident, which was caused due to rash and negligent driving of respondent No.1. In this regard, General Diary No.16 dated 08.12.2020 was recorded at Police Station Siwani, District Bhiwani, Haryana.

3. Upon notice of the claim petition, the respondents appeared and filed their separate replies denying the factum of accident/compensation.

4. From the pleadings of the parties, the learned Tribunal framed the following issues:-

> *"1. Whether respondent No.1 had driven Truck bearing registration No.RJ04-GA-5086 in a rash and negligent manner at about 8:00 AM on 08.12.2020 near Siwani Bye-pass on Hisar-Rajgarh Road, PS Siwani, District Bhiwani, Haryana and had caused the death of Mula Ram @ Moola Ram? OPA.*
>
> *2. If issue No.1 is proved, whether claimants are entitled to compensation? If so, from which of the respondents and to what extent? OPA.*

> *3. Whether petition is not maintainable? OPR.*
> *4. Whether claim petition is bad for non-joinder and mis-joinder of necessary parties? OPR-2*
> *5. Whether claimants have no locus standi to file the present petition? OPR2*
> *6. Whether respondent No.1 was not having valid driving license and travel documents of truck bearing registration No.RJ04-GA-5086 on the date of alleged occurrence.*
> *7. Relief."*

5. In support of their pleadings, both the parties led their respective evidence.

6. After taking into consideration the pleadings and the evidence on record, the learned Tribunal allowed the claim petition of the appellants/claimant and granted them compensation to the tune of Rs.25,65,000/- along with interest @ 7.5% per annum. Now, the appellants/claimants filed the present appeal seeking enhancement of compensation awarded by the learned Tribunal on account of the death of Mula Ram @ Moola Ram, as well as wrongly fixing liability to pay the compensation upon owner of offending vehicle.

SUBMISSIONS OF LEARNED COUNSEL FOR THE PARTIES

7. Learned counsel for the appellants/claimants contends:-

i) that compensation assessed by the learned Tribunal is on the lower side and deserves to be enhanced.

ii) that the learned Tribunal has erred in holding that the deceased was travelling in the offending truck as a gratuitous passenger and, therefore, the insurance company is not liable to indemnify the award of compensation.

iii) that the deposition of PW-1 (widow of the deceased) as well as PW-2 (Manka Ram, the eye-witness) clearly establishes that the deceased was engaged in the business of transportation and supply of construction material. On the date of the accident, the deceased had to deliver two truckloads of soil in Haryana. The deceased was travelling in the offending truck in his capacity as the owner of the goods (soil) loaded therein.

iv) that this evidence has remained wholly unrebutted. Neither the owner-cum-driver of the offending vehicle entered the witness box, nor was he summoned or examined by the insurance company. No other witness was led to discredit the testimony of PW-1 and PW-2.

v) that the insurance company failed to adduce any evidence to establish that the deceased was travelling as a gratuitous passenger. The burden of proof to establish a violation of the policy terms rests squarely upon the insurer, which in the present case, has not been discharged.

vi) that no specific issue was framed by the learned Tribunal as to whether the deceased was a gratuitous passenger or not. Moreover, the plea that the deceased was a gratuitous passenger was not raised in the written statement filed by the insurance company. The said plea was raised belatedly at the time of argument that too after closure of evidence, which cannot be permitted in law.

vii) that in the claim petition itself, the appellants had specifically pleaded that the deceased was travelling in the offending vehicle as the owner of the soil loaded therein. In fact, respondent No.1, the driver-cum-owner of the offending truck, in his written statement, categorically admitted that the deceased had hired his truck for transporting soil to Tohana and was sitting therein as the owner of the goods.

viii) that the Tribunal erred in fastening liability upon the owner/driver. The insurance company, being the insurer of the offending truck, is liable to indemnify the award of compensation.

Therefore, he prays that the present appeal be allowed.

8. *Per contra* learned counsel for respondent No.2-Insurance Company submits that case of the appellants/claimants is not supported by credible evidence. He further submits that there was, in fact, no eye-witness to the occurrence. Moreover, there is nothing in the Daily Diary Report (DDR), which records the presence of PW-2 Manka Ram at the spot of the accident. He further submits that the insurance company, in its written statement, specifically pleaded that at the time of the accident, truck bearing Registration No. RJ-04-GA-5086 was being driven in violation of the terms

and conditions of the policy as well as the limitations prescribed under the Motor Vehicles Act, 1988. He further submits that the deceased was travelling in the said commercial vehicle as a passenger, which was not permissible under the policy. Consequently, the insurer cannot be saddled with liability. Therefore, he prays for dismissal of the present appeal.

9. I have heard learned counsel for the parties and perused the whole record of this case with their able assistance.

ANALYSIS OF RECORD

10. A perusal of the impugned award reveals that learned Tribunal had assessed the income of the deceased on the basis of prevailing government notifications for skilled daily wage earners, in the absence of proof of the alleged monthly income of Rs.60,000/-. Hence, the computation of income, as undertaken by the learned Tribunal, warrants no interference. Further that learned Tribunal had rightly awarded towards the heads of future prospects to the tune of 40%, and rightly deducted 1/4 of income towards personal expenditure. And the learned Tribunal has rightly applied the multiplier of 15 in view of the settled law. However, the amount granted under the heads of loss of estate, funeral expenses and loss of consortium is on lower side. Therefore, compensation awarded by the learned Tribunal under these heads are required to be enhanced.

11. Adverting now to the second limb of contention advanced by the appellants/claimants that the deceased was not a gratuitous passenger but was, in fact, travelling in the offending vehicle as owner of the goods, the Court finds merit in the said submission.

12. A close scrutiny of the record reveals that the conclusion of the learned Tribunal treating the deceased as a gratuitous passenger is not supported by the evidence. On the contrary, the testimony of PW-2, who is an eyewitness to the occurrence, unequivocally states as under:-

> "With these both the trucks, the deponent and his brother left for Tohana in Haryana. The truck RJ-04-GA-5515 was being driven by the deponent while the hired truck RJ-04-GA-5086 was being driven by respondent No.1, and my deceased brother, namely Mula Ram alias Moola Ram, was sitting in the said truck being the owner of the soil loaded therein."

13. This deposition is material, as it establishes that the deceased had engaged the services of the offending vehicle for transportation of his goods and was accompanying the consignment in his capacity as owner thereof. Notably, this testimony remained unrebutted, since PW-2 was not cross-examined on this material aspect. Despite this, the learned Tribunal sought to disbelieve his statement without any cogent basis, and in doing so, it misdirected itself.

14. The written statement filed by respondent No.1–driver further fortifies this position. In reply to the claim petition, the driver admitted that the deceased had hired his truck for transporting soil and was travelling therein as owner of the consignment. This categorical admission demolishes the plea of gratuitous passenger set up by the insurer/Insurance Company.

15. It is trite law that the burden lies squarely upon the insurer to establish any violation of the terms and conditions of the insurance policy, particularly when the insurer sets up a defence to avoid liability. In the

present case, however, the Insurance Company has miserably failed to discharge such burden. No witness was examined on its behalf to prove that the deceased was travelling as a gratuitous passenger, nor cross-examined the witnesses to that effect. Thus, the defence raised by the insurer remains a mere assertion without evidentiary foundation.

16. The further contention advanced by the learned counsel for the Insurance Company, that there is no reference in the DDR of the presence of PW-2 at the site of the accident, is equally devoid of merit. It is a settled proposition of law that the FIR or DDR is not intended to be an encyclopaedia of all facts or a substitute for substantive evidence. Its limited purpose is to set the criminal law in motion. Omission of the name of an eyewitness in such a document, by itself, cannot be a ground to discard his otherwise credible testimony. In the present case, PW-2, during cross-examination, categorically affirmed his presence at the scene of occurrence, and his testimony on this material aspect remained unimpeached. Hence, the argument raised by the Insurance Company is devoid of legal substance and cannot be accepted.

17. In the aforesaid circumstances, the finding recorded by the learned Tribunal treating the deceased as a gratuitous passenger is manifestly perverse, being contrary to the evidence on record and resting only upon conjectures and surmises. Such a finding, being legally untenable, is liable to be set aside.

18. It is by now well settled that the insurer is liable to indemnify the insured and satisfy the award when the victim of an accident is either

the owner of the goods or his duly authorized representative travelling in the goods carriage along with the consignment. Reference may usefully be made to the authoritative judgment of the Hon'ble Supreme Court in **New India Assurance Co. Ltd. v. Asha Rani, AIR 2003 SC 607**, wherein it has been held that the insurance company is statutorily bound to cover the risk of the owner of goods or his representative while travelling with the goods. The relevant extracts of the same is reproduced as under:-

> *"In Satpal's case (supra) the Court assumed that the provisions of Section 95(1) of Motor Vehicles Act 1939 are identical with Section 147(1) of the Motor Vehicles Act 1988, as it stood prior to its amendment. But a careful scrutiny of the provisions would make it clear that prior to the amendment of 1994 it was not necessary for the insurer to insure against the owner of the goods of his authorised representative being carried in a goods vehicle. On an erroneous impression this Court came to the conclusion that the insurer would be liable to pay compensation in respect of the death or bodily injury caused to either the owner of the goods or his authorised representative when being carried in a goods vehicle the accident occurred. If the Motor Vehicle Amended Act of 1994 is examined, particularly Section 46 of the Act 6 of 1991 by which expression 'injury to any person' in the original Act stood substituted by the expression 'injury to any person including owner of the goods or his authorised representative carried in the vehicle the conclusion is irresistible that prior to the aforesaid amendment Act of 1994, even if widest interpretation is given to the expression 'to any person' it will not cover either the owner of the goods or his authorised representative being carried in the vehicle. The objects and reasons of Clause 46 also states that it seeks to amend Section 147 to include owner of the goods or his authorised representative carried in the vehicle for the purposes of liability under the Insurance Policy. It is no doubt true that sometimes the legislature amends the law by way of amplification*

and clarification of an inherent position which is there in the statute, but a plain meaning being given to the words used in the statute, as it stood prior to its amendment of 1994, and as it stands subsequent to its amendment in 1994 and bearing in mind the objects and reasons engrafted in the amended provisions referred to earlier, it is difficult for us to construe that the expression 'including owner of the goods or his authorised representative carried in the vehicle which was added to the pre-existed expression 'injury to any person' is either clarificatory or amplification of the pre-existing statute. On the other hand it clearly demonstrates that the legislature wanted to bring within the sweep of Section 147 and making it compulsory for the insurer to insure even in case of a goods vehicle, the owner of the goods or his authorised representative being carried in a goods vehicle when that vehicle met with an accident and the owner of the goods or his representative either dies or suffers bodily injury. The judgment of this Court in Satpal's case, therefore must be held to have not been correctly decided and the impugned judgment of the Tribunal as well as that of the High Court accordingly are set aside and these appeals are allowed. It is held that the insurer will not be liable for paying compensation to the owner of goods or his authorised representative on being carried in a goods vehicle when that vehicle meets with an accident and the owner of goods or his representative dies or suffers any bodily injury."

13. Further, in ***National Insurance Co. Ltd. v. Baljit Kaur & Ors., (2004) 2 SCC 1****, Hon'ble the Supreme Court, while reaffirming the ratio in* ***Asha Rani****, clarified the scope of liability of insurer under such circumstances and held as under :-*

"It is therefore, manifest that in spite of the amendment of 1994, the effect of the provision contained in Section 147 with respect to persons other than the owner of the goods or his authoirsed representative remains the same. Although the owner of the goods or his authoirsed representative would now be covered by the policy of insurance in respect of a good vehicle, it was not the intention of the legislature to provide for the liability of the insurer with respect to passengers, especially gratuitous passengers, who were neither contemplated at time the contract of

> *insurance was entered into, nor any premium was paid to the extent of the benefit of insurance to such category of people."*

> *14. The above legal position has also been followed by Division bench of this court in* ***National Insurance Co. Ltd. v. Ram Chander & Anr., 2007 (2) RCR (Civil) 51,*** *wherein the Hon'ble Court held as under :-*
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> > *"We have heard the learned counsel for the parties at length. The only question that has to be determined is whether the claimants were the gratuitous passengers so as to exclude the insured from the purview of the policy as it amounted to a breach of a condition thereof. To establish the factum of the status of the claimants in the light of the provisions of the amended provisions of Section 147(1), we have also perused the evidence with specific reference to the cross-examination of the witnesses who had testified before the Tribunal. The claimants, whose cases were the subject matter of the aforementioned appeals, were the persons who were accompanying their goods to be carried to the fair. PW2, PW5, PW6, PW7, PW11 and PW12 had testified that bags of fodder, shoes, wooden planks and cattle feed were the goods which were being ferried in the offending vehicle to the accompaniment of the claimants. They could, therefore, not be gratuitous passengers so as to absolve the insurance company of its liability to pay the amount of compensation as determined by the Tribunal since they were all owners of the goods travelling in the vehicle at the time of accident."*

19. In light of the foregoing discussion, the finding treating the deceased as a gratuitous passenger is set aside. It is held that the deceased was travelling in the offending vehicle as owner of the goods and, therefore, the insurer is liable to indemnify the insured.

Therefore, the award requires indulgence of this Court.

SETTLED LAW ON COMPENSATION

20. Hon'ble Supreme Court in the case of ***Sarla Verma Vs. Delhi Transport Corporation and Another*** **[(2009) 6 Supreme Court Cases**

121], laid down the law on assessment of compensation and the relevant paras of the same are as under:-

> "***30***. *Though in some cases the deduction to be made towards personal and living expenses is calculated on the basis of units indicated in Trilok Chandra, the general practice is to apply standardised deductions. Having a considered several subsequent decisions of this Court, we are of the view that where the deceased was married, the deduction towards personal and living expenses of the deceased, should be one-third (1/3rd) where the number of dependent family members is 2 to 3, one-fourth (1/4th) where the number of dependent family members is 4 to 6, and one-fifth (1/5th) where the number of dependent family members exceeds six.*
>
> ***31***. *Where the deceased was a bachelor and the claimants are the parents, the deduction follows a different principle. In regard to bachelors, normally, 50% is deducted as personal and living expenses, because it is assumed that a bachelor would tend to spend more on himself. Even otherwise, there is also the possibility of his getting married in a short time, in which event the contribution to the parent(s) and siblings is likely to be cut drastically. Further, subject to evidence to the contrary, the father is likely to have his own income and will not be considered as a dependant and the mother alone will be considered as a dependant. In the absence of evidence to the contrary, brothers and sisters will not be considered as dependants, because they will either be independent and earning, or married, or be dependent on the father.*
>
> ***32***. *Thus even if the deceased is survived by parents and siblings, only d the mother would be considered to be a dependant, and 50% would be treated as the personal and living expenses of the bachelor and 50% as the contribution to the family. However, where the family of the bachelor is large and dependent on the income of the deceased, as in a case where he has a widowed mother and large number of younger non-earning sisters or brothers, his personal and living expenses may be restricted to one-third and contribution to the family will be taken as two-third.*
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> * * * * * *
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> ***42.*** *We therefore hold that the multiplier to be used should be as mentioned in Column (4) of the table above (prepared by applying Susamma Thomas[3], Trilok*

Chandra and Charlie), which starts with an operative multiplier of 18 (for the age groups of 15 to 20 and 21 to 25 years), reduced by one unit for every five years, that is M-17 for 26 to 30 years, M-16 for 31 to 35 years, M-15 for 36 to 40 years, M-14 for 41 to 45 years, and M-13 for 46 to 50 years, then reduced by two units for every five years, that is, M-11 for 51 to 55 years, M-9 for 56 to 60 years, M-7 for 61 to 65 years and M-5 for 66 to 70 years.

21. Hon'ble Supreme Court in the case of ***National Insurance Company Ltd. Vs. Pranay Sethi & Ors.*** **[(2017) 16 SCC 680]** has clarified the law under Sections 166, 163-A and 168 of the Motor Vehicles Act, 1988, on the following aspects:-

(A) Deduction of personal and living expenses to determine multiplicand;
(B) Selection of multiplier depending on age of deceased;
(C) Age of deceased on basis for applying multiplier;
(D) Reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses, with escalation;
(E) Future prospects for all categories of persons and for different ages: with permanent job; self-employed or fixed salary.

The relevant portion of the judgment is reproduced as under:-

"***52.*** *As far as the* ***conventional heads*** *are concerned, we find it difficult to agree with the view expressed in Rajesh[2]. It has granted Rs.25,000 towards funeral expenses, Rs 1,00,000 towards loss of consortium and Rs 1,00,000 towards loss of care and guidance for minor children. The head relating to loss of care and minor children does not exist. Though Rajesh refers to Santosh Devi, it does not seem to follow the same. The conventional and traditional heads, needless to say, cannot be determined on percentage basis because that would not be an acceptable criterion. Unlike determination of income, the said heads have to be quantified. Any quantification must have a reasonable foundation. There can be no dispute over the fact that price index, fall in bank interest, escalation of rates in many a field have to be noticed. The court cannot remain oblivious to the same. There has been a thumb rule in this aspect. Otherwise, there will be extreme difficulty in determination of the same and unless the thumb rule is applied, there will be immense variation lacking any kind* *of consistency as a consequence of which, the orders passed by the tribunals and courts are likely to be unguided. Therefore, we think it seemly to fix reasonable sums. It seems to us that reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs.15,000, Rs.40,000 and Rs.15,000 respectively. The principle of revisiting the said heads is an acceptable principle. But the revisit should not be fact-centric or quantum-centric. We think that it would be condign that the amount that we have quantified should be enhanced on percentage basis in every three years and the enhancement should be at the rate of 10% in a span of three years. We are disposed to hold so because that will bring in consistency in respect of those heads.*

* * * * *

59.3*. While determining the income, an addition of 50% of actual salary to the income of the deceased towards future prospects, where the deceased had a permanent job and was below the age of 40 years, should be made. The addition should be 30%, if the age of the deceased was between 40 to 50 years. In case the deceased was between the age of 50 to 60 years, the addition should be 15%. Actual salary should be read as actual salary less tax.*

59.4*. In case the deceased was self-employed (or) on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. The established income means the income minus the tax component.*

59.5*. For determination of the multiplicand, the deduction for personal and living expenses, the tribunals and the courts shall be guided by paras 30 to 32 of Sarla Verma[4] which we have reproduced hereinbefore.*

59.6. *The selection of multiplier shall be as indicated in the Table in Sarla Verma[1] read with para 42 of that judgment.*

59.7*. The age of the deceased should be the basis for applying the multiplier.*

59.8*. Reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs 15,000, Rs 40,000 and Rs 15,000 respectively. The aforesaid amounts should be enhanced at the rate of 10% in every three years."*

22. Hon’ble Supreme Court in the case of **Magma General Insurance Company Limited Vs. Nanu Ram alias Chuhru Ram & Others [2018(18) SCC 130]** after considering **Sarla Verma (supra)** and **Pranay Sethi (Supra)** has settled the law regarding consortium. Relevant paras of the same are reproduced as under:-

> *“**21**. A Constitution Bench of this Court in Pranay Sethi[2] dealt with the various heads under which compensation is to be awarded in a death case. One of these heads is loss of consortium. In legal parlance, "consortium" is a compendious term which encompasses "spousal consortium", "parental consortium", and "filial consortium". The right to consortium would include the company, care, help, comfort, guidance, solace and affection of the deceased, which is a loss to his family. With respect to a spouse, it would include sexual relations with the deceased spouse.*
>
> *21.1. **Spousal consortium** is generally defined as rights pertaining to the relationship of a husband-wife which allows compensation to the surviving spouse for loss of "company, society, cooperation, affection, and aid of the other in every conjugal relation".*
>
> *21.2. **Parental consortium** is granted to the child upon the premature death of a parent, for loss of "parental aid, protection, affection, society, discipline, guidance and training".*
>
> *21.3. **Filial consortium** is the right of the parents to compensation in the case of an accidental death of a child. An accident leading to the death of a child causes great shock and agony to the parents and family of the deceased. The greatest agony for a parent is to lose their child during their lifetime. Children are valued for their love, affection, companionship and their role in the family unit.*
>
> ***22**. Consortium is a special prism reflecting changing norms about the status and worth of actual relationships. Modern jurisdictions world-over have recognised that the value of a child's consortium far exceeds the economic value of the compensation awarded in the case of the death of a child. Most jurisdictions therefore permit parents to be awarded compensation under loss of consortium on the death of a child. The amount awarded*

to the parents is a compensation for loss of the love, affection, care and companionship of the deceased child.

23. The Motor Vehicles Act is a beneficial legislation aimed at providing relief to the victims or their families, in cases of genuine claims. In case where a parent has lost their minor child, or unmarried son or daughter, the parents are entitled to be awarded loss of consortium under the head of filial consortium. Parental consortium is awarded to children who lose their parents in motor vehicle accidents under the Act. A few High Courts have awarded compensation on this count. However, there was no clarity with respect to the principles on which compensation could be awarded on loss of filial consortium.

24. The amount of compensation to be awarded as consortium will be governed by the principles of awarding compensation under "loss of consortium" as laid down in Pranay Sethi[2]. In the present case, we deem it appropriate to award the father and the sister of the deceased, an amount of Rs 40,000 each for loss of filial consortium.

RELIEF

23. In view of the law laid down by the Hon'ble Supreme Court in the above referred to judgments, the present appeal is **allowed** and the award dated 17.03.2023 is set aside. The appellants/claimants are held entitled to the compensation as per the calculations made here-under:-

Sr. No.	*Heads*	*Compensation Awarded*
1	Monthly Income	Rs.12,000/-
2	Future prospects @ 40%	Rs.4,800/- (40% of 12,000)
3	Deduction towards personal expenditure 1/4	Rs.4,200/- {(12,000/- + 4,800/-) X 1/4}
4	Total Income	Rs.12,600/- (16,800 – 4,200)
5	Multiplier	15
6	Annual Dependency	Rs.22,68,000/- (12,600 X 12 X 15)
7	Loss of Estate	Rs.18,150/-
8	Funeral Expenses	Rs.18,150/-

9	Loss of Consortium Spousal : Rs. 48,000 x 1 Parental : Rs. 48,000 x 5	Rs.2,90,400/-
	Total Compensation	**Rs.25,94,700/-**
	Amount awarded by the Tribunal	**Rs.25,65,000/-**
	Enhanced amount of compensation	**Rs.29,700/- (Rs.25,94,700 – 25,65,000)**

24. So far as the interest part is concerned, as held by Hon'ble Supreme Court in ***Dara Singh @ Dhara Banjara Vs. Shyam Singh Varma*** **2019 ACJ 3176** and ***R.Valli and Others VS. Tamil Nadu State Transport Corporation*** **(2022) 5 Supreme Court Cases 107,** the appellants-claimants are granted the interest @ 9% per annum on the amount of compensation from the date of filing of claim petition till the date of its realization.

25. Respondent No.2-Insurance Company is directed to deposit the enhanced amount of compensation along with interest with the Tribunal within a period of two months from the date of receipt of copy of this judgment. The Tribunal is further directed to disburse the amount of compensation along with interest equally in the accounts of the claimants/appellants. The claimants/appellants are directed to furnish their bank account details to the Tribunal.

26. Pending applications, if any, also stand disposed of.

(SUDEEPTI SHARMA)
JUDGE

22.09.2025
Virender

Whether speaking/non-speaking : Yes/No
Whether reportable : Yes/No