2025:PHHC:084143

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

290-A **FAO-2757-2016 (O&M)**
Date of Decision : 11.07.2025

NATIONAL INSURANCE CO. LTD. .... Appellant

VERSUS

BALWINDER KAUR AND ORS .... Respondents

AND

FAO-2408-2017 (O&M)

BALWINDER KAUR AND ORS .... Appellants

VERSUS

LAKHWINDER SINGH AND ORS .... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Pardeep Goyal, Advocate
for the appellant in FAO-2757-2016 and
for respondent No.3 in FAO-2408-2017.

Mr. Gaurav Kalsi, Advocate
for respondents No.1 to 4 in FAO-2757-2016 and
for the appellants in FAO-2408-2017.

Mr. Ram Avtar, Advocate
for respondent No.8 in FAO-2757-2016 and
for respondent No.5 in FAO-2408-2017.

ALKA SARIN, J. (ORAL)

CM-8095-CII-2017 in FAO-2408-2017

1. This is an application for condonation of delay of 243 days in filing the main appeal.

2. For the reasons stated in the application, the same is allowed and the delay of 243 days in filing the main appeal is condoned.

CM-10259-CII-2016 in FAO-2757-2016

3. This is an application for condonation of delay of 123 days in filing the main appeal.

4. For the reasons stated in the application, the same is allowed and the delay of 123 days in filing the main appeal is condoned.

FAO-2757-2016 & FAO-2408-2017

5. The present order shall dispose off both the above noted two appeals being FAO-2757-2016 filed by the Insurance Company - National Insurance Company Limited - and FAO-2408-2017 filed by the claimants. Both the appeals have arisen out of the award dated 01.09.2015 passed by the learned Motor Accident Claims Tribunal, Tarn Taran (hereinafter referred to as the 'Tribunal') aggrieved by the quantum of compensation awarded.

6. The parties are being referred to as the Insurance Company and the claimants for the sake of clarity.

7. Since the factum of the accident is not in dispute, the facts, as recorded in the impugned award passed by the Tribunal, are not being adverted to herein for the sake of brevity.

8. The Tribunal in the present case had awarded the following compensation :

Sr. No.	Heads	Compensation Awarded
1.	Monthly income	₹10,878
2.	Deduction 1/4th	[₹10,878 - ₹2,719] = ₹8,158
3.	Annual income	[₹8,158 x 12] = ₹97,896
4.	Multiplier of '13'	[₹97,896 x 13] = ₹12,72,648
5.	Funeral expenses	₹25,000
6.	Loss of consortium	₹1,00,000
	Total Compensation	₹13,97,648 (Wrongly mentioned as ₹13,98,648 in the impugned award)
	Interest	**@ 6% per annum**

9. Learned counsel for the claimants would contend that no addition had been made towards the future prospects which ought to have been 15% keeping in view the age of the deceased being 52 years at the time of the accident. It is further the contention that the amounts awarded under the conventional heads as well as under the head 'loss of consortium' are not in consonance with the law laid down by the Hon'ble Supreme in the cases of **National Insurance Company Ltd. vs. Pranay Sethi & Ors. [(2017) 16 SCC 680]**, **Magma General Insurance Company Limited vs. Nanu Ram alias Chuhru Ram & Ors. [(2018) 18 SCC 130]** and **N. Jayasree & Ors. vs. Cholamandalam M.S General Insurance Company Ltd. [2021(4) RCR (Civil) 642]**.

10. *Per contra*, learned counsel for the Insurance Company would contend that sufficient amount has already been awarded as compensation in the present case and that there is no scope of any enhancement. It is further the contention of the learned counsel that multiplier of '13' had wrongly been applied by the Tribunal, whereas it ought to have been '11' keeping in

view the age of the deceased being 52 years at the time of the accident. In support of his arguments, learned counsel for the Insurance Company has relied upon the judgment of the Hon'ble Supreme Court in the case of **Sarla Verma & Ors. vs. Delhi Transport Corporation & Anr. [(2009) 6 SCC 121]**.

11. Heard.

12. Since there is no dispute to the income of ₹10,878 and deduction of 1/4th as assessed by the Tribunal, the same are maintained. The argument of the learned counsel for the claimants that no addition had been made towards the future prospects, which ought to have been 15%, deserves to be accepted. Accordingly, 15% addition is made towards future prospects. Further, the amounts awarded under the conventional heads and under the head 'loss of consortium' are not as per the law laid down by the Hon'ble Supreme Court in the cases of **Pranay Sethi** (supra), **Magma General Insurance Company Limited** (supra) and **N. Jayasree** (supra). Hence, the claimants would be entitled to ₹18,000 (₹15,000 + 20% increase) towards loss of estate and ₹18,000 (15,000 + 20% increase) towards funeral expenses. The claimants, being widow and the children of the deceased, would also be entitled to ₹48,000 each (₹40,000 + 20% increase) towards loss of consortium.

13. The argument of the learned counsel for the Insurance Company that multiplier of '13' had wrongly been applied by the Tribunal, whereas it ought to have been '11' deserves to be accepted. Accordingly, as per the law laid down by the Hon'ble Supreme Court in the case of **Sarla**

Verma (supra), multiplier of '11' would be applicable keeping in view the age of the deceased being 52 years at the time of the accident.

14. Accordingly, the reworked compensation is as under :

Sr. No.	Heads	Compensation Awarded
1.	Monthly income	₹10,878
2.	Annual income	[₹10,878 x 12] = ₹1,30,536
3.	Deduction 1/4th	[₹1,30,536 - ₹32,634] = ₹97,902
4.	Future prospects @15%	[₹97,902 + ₹14,685] = ₹1,12,587
5.	Multiplier of '11'	[₹1,12,587 x 11] = ₹12,38,457
6.	Funeral expenses	₹18,000
7.	Loss of estate	₹18,000
8.	Loss of consortium i) Parental (children) (ii) Spousal's	 ₹1,44,000 [₹48,000 x 3] ₹48,000 Total = ₹1,92,000
	Total Compensation	**₹14,66,457**

15. The amount in excess of and over and above the amount awarded by the Tribunal shall also attract interest @ 6% per annum from the date of filing of the claim petition till the realization of the entire amount. The amount shall be apportioned between the claimants as directed by the Tribunal.

16. In view of the decision by the Hon'ble Supreme Court in **Parminder Singh vs. Honey Goyal & Ors. [2025 SCC Online SC 567]**, after calculation of the enhanced amount, the same be transferred by the Insurance Company - National Insurance Company Limited - in the bank account(s) of the claimants within a period of six weeks from today. The particulars of the bank account(s) along with the requisite documents in

support thereof shall be furnished by the claimants to the Insurance company within a period of two weeks from today and needful shall be done by the Insurance Company after verification thereof within a period of four weeks thereafter along with up-to-date interest. The compliance shall be reported by the Bank to the Tribunal concerned.

17. In view of the above discussion, the impugned award passed by the Tribunal is modified accordingly and both the appeals being FAO-2757-2016 filed by the Insurance Company and FAO-2408-2017 by the claimants are disposed off. Pending applications, if any, also stand disposed off.

11.07.2025 **(ALKA SARIN)**
Aman Jain **JUDGE**

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