257

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-6839-2018 (O&M)
Date of Decision : 26.08.2025

Jaswanti and Others ... Appellants

Versus

Angad and Others ... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Kanverpal Singh Gill, Advocate for the appellants.

Mr. D.K. Prajapati, Advocate for respondent No.3.

ALKA SARIN, J. (Oral)

1. Present appeal has been preferred by the claimant-appellants aggrieved by the award dated 22.05.2018 passed by the Motor Accident Claims Tribunal, Rohtak (hereinafter referred to as the ‘Tribunal’) qua the quantum of compensation and the income of Jai Bhagwan (hereinafter referred to as the ‘deceased’) as assessed by the Tribunal.

2. Since the facts, as recorded in the impugned award passed by the Tribunal, are not in dispute, the same are not being reproduced herein for the sake of brevity.

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

Sr. No.	Heads	Compensation Awarded
1	Monthly income	₹7,500/-
2	Future prospects - 25%	[₹7,500 + 1,875] = ₹9,375/-

3	Income after deduction of 1/4th	₹7,000/-
4	Annual income after applying the multiplier of 13	[₹7,000 x 12 x 13] = ₹10,92,000/-
5	Loss of estate	₹15,000/-
6	Loss of consortium	₹40,000/-
7	Funeral expenses	₹15,000/-
	Total Compensation	**₹11,62,000/-**
	Interest	**9% per annum**

4. Learned counsel for the claimant-appellants would contend that the deceased was 48 years of age at the time of the accident and was working as Supervisor in Holistic HR & Security Pvt. Ltd., Gurugram and to prove the said fact Dinesh, Administration Officer of the said Company was examined as PW3. He placed on record the documents (Ex.P9 to Ex.P12) including appointment letter of the deceased and the salary certificate showing the salary of the deceased as ₹23,054/- per month. The Tribunal rejected the same holding that the same seemed to be procured documents as the accident took place on 30.06.2017 and the appointment letter was dated 01.06.2017. Hence, the salary of the deceased ought to have been assessed as ₹23,054/- per month. It is further the contention that the compensation awarded under the conventional heads as well as under the head 'loss of consortium' is not in consonance with the settled law. In support of his contention, he has relied upon the judgments of the Hon'ble Supreme Court 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].**

5. *Per contra* learned counsel for respondent No.3 has contended that Dinesh, Administration Officer, Holistic HR & Security Pvt. Ltd. Gurugram while appearing as PW3 has admitted that experience was required for appointment as a Supervisor in their Company. However, in the present case there is no evidence qua the experience held by the deceased hence the income of the deceased has rightly been assessed by the Tribunal and that sufficient amount of compensation has already been granted and there is no scope for any further enhancement.

6. Heard.

7. In the present case the deceased was 48 years of age at the time of the accident. PW3 Dinesh, Administration Officer of Holistic HR & Security Pvt. Ltd., Gurugram appeared in the witness-box and produced on record documents Ex.P9 to Ex.P12, which included the appointment letter and the salary certificate of the deceased showing salary of the deceased to be ₹23,054/- per month. A perusal of the documents reveals that the appointment letter (Ex.P9) bears the thumb impression of the deceased. There is not an iota of evidence which was led by the Insurance Company to even remotely suggest that the said document was forged and fabricated or this was not the thumb impression of the deceased. The argument of the learned counsel for respondent No.3 that the documents were procured, as held by the Tribunal, cannot be accepted inasmuch as nothing could be elicited from the said witness despite his lengthy cross-examination. Learned counsel for the respondent No.3 has contended that PW3 Dinesh while appearing in the witness-box had admitted that experience was required for appointment as a Supervisor however there is no detail of the experience certificate or the experience held by the deceased. The said argument of learned counsel for

respondent No.3 deserves to be rejected inasmuch as the cases under the Motor Vehicles Act, 1988 are to be decided on the touchstone of preponderance of probabilities. Once the salary slip and appointment letter were produced and proved in accordance with law there was no requirement to prove that the deceased was qualified for the job. Hon’ble Supreme Court in the case of **Anita Sharma & Ors. vs. The New India Assurance Co. Ltd. & Anr. [2021 (1) RCR (Civil) 200]** has held as under :

> *“22. Equally, we are concerned over the failure of the High Court to be cognizant of the fact that strict principles of evidence and standards of proof like in a criminal trial are inapplicable in MACT claim cases. The standard of proof in such like matters is one of preponderance of probabilities, rather than beyond reasonable doubt. One needs to be mindful that the approach and role of Courts while examining evidence in accident claim cases ought not to be to find fault with non-examination of some best eye-witnesses, as may happen in a criminal trial; but, instead should be only to analyze the material placed on record by the parties to ascertain whether the claimant’s version is more likely than not true. A somewhat similar situation arose in Dulcina Fernandes v. Joaquim Xavier Cruz (2013) 10 SCC 646, wherein this Court reiterated that :*
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> > *“7. It would hardly need a mention that the plea of negligence on the part of the first respondent who was driving the pickup van as set up by the claimants*

was required to be decided by the learned Tribunal on the touchstone of preponderance of probabilities and certainly not on the basis of proof beyond reasonable doubt. (Bimla Devi v. Himachal RTC [(2009) 13 SCC 530: (2009) 5 SCC (Civ) 189: (2010) 1 SCC (Cri) 1101]).”

8. In the present case there is sufficient evidence to show that the income of the deceased was ₹23,054/- per month. Merely because he was appointed on 01.06.2017 and unfortunately lost his life on 30.06.2017 would not be a ground to hold that the documents were procured. In the absence of any evidence having been led by the Insurance Company to even remotely suggest that the documents were forged and fabricated in any manner, the income as assessed by the Tribunal cannot be upheld. The income of the deceased is accordingly assessed as ₹23,054/- per month.

9. Admittedly, no appeal has been filed by the Insurance Company. Since there is no challenge to the deduction, multiplier and the future prospects as assessed by the Tribunal, the same are maintained. However, the compensation awarded by the Tribunal under the conventional heads as well as under the head ‘loss of consortium’ is not in accordance with 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 claimant-appellants would be entitled to ₹18,000/- (₹15,000+20% increase) towards loss of estate and ₹18,000/- (₹15,000+20% increase) towards funeral expenses and further to an amount of ₹48,000/- each under the head ‘loss of consortium’. Accordingly, the reworked compensation is as under :

Sr. No.	Heads	Compensation Awarded
1	Monthly Income	₹23,054/-
2	Annual Income	₹2,76,648/- [₹23,054 x 12]
3	Deduction - 1/4th	₹2,07,486/- [₹2,76,648 - ₹69,162]
4	Future Prospects - 25%	₹2,59,358/- [₹2,07,486 + ₹51,872]
5	Multiplier - 13	₹33,71,654/- [₹2,59,358 x 13]
6	Loss of estate	₹18,000/-
7	Funeral expenses	₹18,000/-
8	Loss of consortium (i) Parental [₹48,000/- x 3] (ii) Filial [₹48,000/- x 1] (iii) Spousal	 ₹1,44,000/- ₹48,000/- ₹48,000/- (Total ₹2,40,000/-)
	Total Compensation	**₹36,47,654/-**

10. The amount in excess of and over and above the amount awarded by the Tribunal shall also attract interest @ 7.5% per annum from the date of filing of the claim petition till the realization of the entire amount.

11. In view of the decision by the Hon'ble Supreme Court in **Parminder Singh vs. Honey Goyal & Ors. [AIR 2025 SC 1713]**, after calculation of the enhanced amount, the same be transferred by the Insurance Company in the bank account(s) of the claimants and proforma respondent No.4 (mother of the deceased) within six weeks from today and the apportionment thereof to the claimants and proforma respondent No.4 shall be as per the percentage directed by the Tribunal and the share of the minor claimants (appellant Nos.3 and 4 herein) shall be kept in fixed deposits by the Bank concerned. The particulars of the bank account(s) alongwith the requisite documents(s) in support thereof shall be furnished by the claimants to the Insurance company within a period of two weeks from the date of this order and needful shall be done by the Insurance Company after verification

thereof within four weeks thereafter alongwith up-to-date interest. The compliance shall be reported by the Bank to the Tribunal concerned.

12. In view of the above discussion, the impugned award passed by the Tribunal is modified in the above terms and the present appeal stands disposed off accordingly. Pending applications, if any, also stand disposed off.

26.08.2025 **(ALKA SARIN)**
jk **JUDGE**

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO