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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-328-2020 (O&M)

Date of Decision : 23.12.2025

Kirti and Others

... Appellants

Versus

Satpal alias Pappu and Others

... Respondents

FAO-1008-2020 (O&M)

National Insurance Company Limited

... Appellant

Versus

Kirti and Others

... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Digvijay, Advocate for
Mr. Ashish Gupta, Advocate
for the appellants in FAO-328-2020 and
for respondent Nos.1 to 4 in FAO-1008-2020.

Mr. Paul S. Saini, Advocate and
Mr. Vipul Sharma, Advocate
for the appellant in FAO-1008-2020 and
for respondent No.3 in FAO-328-2020.

ALKA SARIN, J. (Oral)

1. This order shall dispose off the above-captioned two appeals. The appeal being FAO-328-2020 has been filed by the claimants whereas the appeal being FAO-1008-2020 has been filed by the Insurance Company, both aggrieved by the quantum of compensation awarded by the Motor Accident Claims Tribunal, Karnal (hereinafter referred to as 'Tribunal') on account of death of Ram Kumar (hereinafter referred to as the 'deceased') vide the

impugned award dated 04.09.2019. The parties are being referred to as the claimants and the Insurance Company for the sake of clarity.

2. The brief facts relevant to the present *lis* are that on 21.09.2017 the deceased alongwith his daughter, namely, Kirti was going from village Gharaunda to his village Kalheri on a motorcycle bearing registration No.HR-60-B-3770. The deceased was driving the motorcycle at a moderate speed on his correct left side of the road. At about 01.00 pm, when they reached near FCI Godown on Gharaunda-Basat Road, a bus bearing registration No.HR-45A-6113 came from the side of village Dinger Majra, which was being driven by its driver, namely, Satpal @ Pappu, at a very fast speed and in a rash and negligent manner and struck against the motorcycle of the deceased after coming to the wrong side of the road. As a result of the accident the deceased and his daughter alongwith the motorcycle fell on the road and the deceased received multiple and grievous injuries on various parts of his body and later on died in KCGMCH, Karnal on 09.10.2017.

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

Sr. No.	Heads	Compensation Awarded
1	Monthly Income	₹10,000/-
2	Annual Income	₹1,20,000/- [₹10,000 x 12]
3	Future Prospects - 40%	₹1,68,000/- [₹1,20,000 + ₹48,000]
4	Deduction - 1/4 th	₹1,26,000/- [₹1,68,000 - ₹42,000]
5	Multiplier - 15	₹18,90,000/- [₹1,26,000 x 15]
6	Loss of estate	₹15,000/-
7	Funeral expenses	₹15,000/-
8	Loss of consortium	₹1,60,000/-
9	Medical expenses	₹1,34,313/-
	Total Compensation	₹22,14,313/-
	Interest	7.% per annum

4. Learned counsel for the Insurance Company would contend that it was a case of false involvement as in the FIR a totally different registration number of the bus being HR-45A-1306 was given, however, the challan was later presented qua a bus bearing registration No.HR-45A-6113 (hereinafter referred to as the 'offending vehicle'). Learned counsel for the Insurance Company would further contend that sufficient compensation has already been awarded to the claimants and that there is no scope of further enhancement.

5. *Per contra* learned counsel for the claimants would contend that initially registration number of the bus was mentioned as HR-45A-1306 however, even in the FIR it was mentioned that the bus involved in the accident was a school bus. Subsequently, a news item appeared in 'Karnal Kesri' on 23.09.2017 wherein it was reported that a man and his daughter got injured due to the accident caused by a school bus. Even on investigation the said school bus bearing registration No.HR-45A-6113 was found to be involved in the accident and the challan was accordingly presented qua the said bus. Learned counsel for the claimants has further pointed out to a supplementary statement of Lalit (Ex.P16) wherein he has stated that the accident infact took place with the bus bearing registration No.HR-45A-6113.

6. Learned counsel for the claimants has further contended that income of the deceased has been assessed on the lower side inasmuch as the deceased in the present case was a qualified and skilled mason holding I.T.I. Diploma (Ex.P46) hence his income ought to have been assessed as that of a highly skilled worker, which was ₹10,494/- per month at the relevant point of time. It is further the contention of learned counsel for the claimants that the compensation awarded 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 **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. Chola mandalam M.S General Insurance Company Ltd. [2021(4) RCR (Civil) 642]**.

7. Heard.

8. The argument of learned counsel for the Insurance Company that it was a case of false involvement of the bus inasmuch as a different registration number of the bus had been mentioned in the FIR, deserves to be rejected. Though in the FIR recorded on 22.09.2017 the registration number of the bus was mentioned as HR-45A-1306 however subsequently a news item was carried out in 'Karnal Kesri' on 23.09.2017 wherein it was reported that an accident had been caused by a school bus. On investigation, it was found that the school bus bearing registration No.HR-45A-6113 was involved in the accident. A supplementary statement of Lalit (Ex.P16) was recorded on 25.09.2017 who stated that the accident had taken place with school bus bearing registration No.HR-45A-6113. The police after investigation had presented challan against the bus bearing registration No.HR-45A-6113. Copy of the challan was placed on record as Ex.P15. The driver of the offending bus chose not to step into the witness-box. Puran Chand, eye-witness of the accident, who had stepped into the witness-box as PW4 stood by his testimony and nothing could be elicited from his cross-examination that the accident did not take place with the bus bearing registration No.HR-45A-6113. In view thereof, the argument of learned counsel for the Insurance Company stands rejected.

9. The argument of learned counsel for the claimants that the income of the deceased has been assessed on the lower side deserves to be

accepted. It has come in evidence that the deceased was a qualified and skilled mason holding I.T.I. Diploma (Ex.P46) hence, the income of the deceased ought to have been assessed as that of a highly skilled worker, which was ₹10,494/- per month. Accordingly, the income of the deceased is assessed as ₹10,494/- which is rounded off to ₹10,500/- per month.

10. Further, the amounts awarded under the conventional heads as well as 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 (appellants as well as proforma respondent No.4 herein) would be entitled to ₹18,000/- (₹15,000 + 20% increase) towards loss of estate and ₹18,000/- (₹15,000 + 20% increase) towards funeral expenses as also to ₹48,000/- each (₹40,000 + 20% increase) towards loss of consortium. The amount of ₹1,34,313/- awarded by the Tribunal towards medical expenses is maintained.

11. Accordingly, the reworked compensation is as under :

Sr.No.	Heads	Compensation Awarded
1	Monthly Income	₹10,500/-
2	Annual Income	₹1,26,000/- [₹10,500 x 12]
3	Deduction - 1/4th	₹94,500/- [₹1,26,000 - ₹31,500]
4	Future Prospects - 40%	₹1,32,300/- [₹94,500 + ₹37,800]
5	Multiplier - 15	₹19,84,500/- [₹1,32,300 x 15]
6	Loss of estate	₹18,000/-
7	Funeral expenses	₹18,000/-
8	Loss of consortium (i) Parental [₹48,000/- x 2] (ii) Filial [₹48,000/- x 1] (iii) Spousal's	₹96,000/- ₹48,000/- ₹48,000/- (Total ₹1,92,000/-)
9	Medical expenses	₹1,34,313/-
	Total Compensation	₹23,46,813/-

12. 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.

13. In view of the decision by the Hon'ble Supreme Court in **Parminder Singh vs. Honey Goyal & Ors. [AIR 2025 SC 1713 = 2025 SCC OnLine SC 567]**, after calculation of the enhanced amount, the same be transferred by the Insurance Company in the bank account(s) of the claimants (appellants as well as proforma respondent No.4 herein) within six weeks from today and the apportionment thereof shall be as per the percentage directed by the Tribunal and the share of the minor claimants (appellant Nos.1 and 2 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 claimant (appellants as well as proforma respondent No.4 herein) 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.

14. In view of the above discussion, the award passed by the Tribunal is modified and the appeal being FAO-328-2020 filed by the claimants is allowed whereas the appeal being FAO-1008-2020 filed by the Insurance Company is dismissed. Pending applications, if any, also stand disposed off.

23.12.2025
jk

(ALKA SARIN)
JUDGE

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