



2025:DHC:10670



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

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Decided on: 27.11.2025

+ MAC.APP. 1095/2018, CM APPL. 51292/2018 & CM APPL. 2957/2020

UNITED INDIA INSURANCE CO LTD

.....Appellant

versus

CHANDRAWATI & ORS

.....Respondents

+ MAC.APP. 284/2020
CHANDRAWATI

.....Appellant

versus

RAMESH KUMAR SINGH AND ORS (UNITED INDIA
INSURANCE CO LTD)

.....Respondents

Appearance:- Ms. Suman Bagga and Ms. Mouli Sharma, Advocates for
the Insurance Company.
Mr. Jatinder Kamra, Advocate for the Claimant.

CORAM:**HON'BLE MR. JUSTICE PRATEEK JALAN****PRATEEK JALAN, J. (ORAL)**

1. United India Insurance Co Ltd ["Insurance Company"] and Ms. Chandrawati ["the claimant"] are both in appeal, against an award dated 24.09.2018, passed by the Motor Accident Claims Tribunal ["the Tribunal"], in MACT Petition No. 14/2017.
2. The award arises out of an accident that took place on 19.11.2015, in



which one Mr. Chet Ram, who was the son of the claimant, passed away. The deceased was unmarried and aged about 20 years.

3. The deceased was travelling on a motorcycle [bearing registration No. DL-55BE-7057], with a relative. At about 6:30 AM, when he reached the crossing of Sector 62, Phase III, Gautam Buddha Nagar, Noida, Uttar Pradesh, a truck [bearing registration No. HR-55H-3442] [“offending vehicle”], allegedly struck the motorcycle from behind, as a result of which both persons riding on the motorcycle fell on the road and received grievous injuries. The deceased was admitted at Fortis Hospital, Noida, from 19.11.2015 till 22.11.2015, and at St. Stephen Hospital, from 22.11.2015 till 27.11.2015, when he passed away.

4. FIR No. 902/2015 was registered on 23.11.2015 in Police Station Phase-3, Noida, under Sections 279, 338, 304A of the Indian Penal Code.

5. The claimant instituted a claim petition before the Tribunal, alleging rash and negligent driving on part of the driver of the offending vehicle. The Insurance Company was impleaded as the insurer of the offending vehicle.

6. The Tribunal returned a finding of rash and negligent driving against the driver, and assessed compensation at Rs. 21,47,455/-, alongwith interest at the rate of 9% per annum, under the following heads:

S.No.	Heads	Amount
1.	Loss of dependency: • Annual Income: Rs.11,154/- x 12 • Future prospects: +40% • Deduction for personal expenses: -50% • Multiplier: 18	Rs. 16,86,528/-



2.	Medical expenses	Rs. 4,30,927/-
3.	Loss of estate	Rs. 15,000/-
4.	Funeral expenses	Rs. 15,000/-
TOTAL		Rs. 21,47,455/-

7. I have heard Ms. Suman Bagga, learned counsel for the Insurance Company, and Mr. Jatinder Kamra, learned counsel for the claimant.

8. The only ground urged by the Insurance Company, in support of its appeal, is that the Tribunal has erroneously computed loss of dependency on the basis of minimum wages of a matriculate in Delhi, in the absence of any evidence that the deceased was in fact residing or working in Delhi. Ms. Bagga submits that the address of the deceased was admittedly in Ghaziabad, and although he was stated to have been working in an export hub in Delhi, as a Supervisor, earning Rs.15,000/- per month, no evidence whatsoever was placed before the Tribunal with regard to his employment. She, therefore, submits that the applicable minimum wages ought to have been taken as in the State of Uttar Pradesh.

9. Mr. Kamra's two arguments in support of enhancement are that, loss of consortium was completely missed in the impugned award, and the Tribunal had granted medical expenses in respect of treatment at Fortis Hospital only to the extent of Rs. 3,46,000/-, whereas the claimant produced bills amounting to Rs. 7,14,738/-.

10. Each of these grounds are taken up in turn.

A. LOSS OF DEPENDENCY

11. The contention of the claimants before the Tribunal was that the deceased was working as a supervisor in an export hub in Delhi. In the claim



petition, the claimant mentioned the employer as “Export Hub, Dilshad Colony”, and his monthly income as Rs.15,000/-. She examined herself as PW-1. In her affidavit of evidence, this aspect is adverted to in paragraph 5, as follows:

“5. Deceased was gainfully employed as supervisor in export hub at Delhi and earning about Rs.15,000/- per month and was contributing toward household expenses.....”

12. The claimant [PW-1] was cross-examined by learned counsel for the Insurance Company, where she admitted that she had no documentary proof to show that her son was employed in Delhi. She also denied the suggestion that the deceased was working in Uttar Pradesh.

13. There is no other evidence on record with regard to the employment of the deceased.

14. The Tribunal analysed this evidence as follows:

*“33. The petitioner, in the claim petition has claimed that the deceased was working as Supervisor with Export Hub, Dilshad Colony, Delhi and earning Rs.15,000/- per month. But nothing has been placed on record by the petitioner to show that the deceased was working as a Supervisor with Export Hub, Dilshad Colony, Delhi and earning Rs. 15,000/- per month. **No evidence at all has been led by the petitioner on this aspect of the matter. As such, to my mind, the abovesaid stand as taken by the petitioner in the claim petition has not been proved at all.***

34. The petitioner has filed on record the educational qualifications certificate of the deceased in the form of Ex. PW1/11. Perusal of Ex. PW1/11 reveals that the deceased was 11th class pass.

*35. **As such, the income of the petitioner can very well be assessed on the basis of the chart available in the Minimum Wages Act of a matriculate person.** The date of accident was 19.11.2015 on which the minimum wages for a Matriculate person for the relevant period were Rs. 11,154/- per month.”¹*

15. It is clear from the above that the Tribunal disbelieved the evidence of

¹ Emphasis supplied.



the deceased working as a supervisor in an export hub in Dilshad Colony, Delhi, or earning Rs. 15,000/- per month. The income of the deceased was, therefore, assessed on the basis of minimum wages at Rs. 11,154/- per month. However, Ms. Bagga submits that this amount of Rs. 11,154/- per month was the minimum wage of a matriculate person in Delhi, and not Uttar Pradesh.

16. Having heard learned counsel for the parties, I am of the view that there is merit in the submission of Ms. Bagga. While assessing the evidence, the Tribunal is not bound by strict rules of pleading and evidence, but must come to a just and reasonable conclusion with regard to compensation. Upon consideration of the evidence in the present case, I am of the view that the lack of documentary evidence was a material factor. This is not a case where the deceased was uneducated, or working in a menial job in the unorganised sector. In such cases, it may not be possible for documentary evidence to be adduced. The case of the claimant, however, was that the deceased was working as a supervisor at an export hub at a given location. The reasonable expectation, in these circumstances, is that some evidence would be available to support the claimant's contention. In fact, the Tribunal also disbelieved the evidence with regard to the deceased's employment. Consequently, the Tribunal has erred in employing the minimum wage applicable in Delhi, rather than in the State of Uttar Pradesh.

17. Having regard to the fact that the accident took place approximately ten years ago, learned counsel for the parties suggest that this Court may modify the award, rather than remanding the matter to the Tribunal.

18. As the deceased was admittedly a matriculate, the wages of a skilled worker would be applicable. Learned counsel for the parties state that the



minimum wages of a skilled worker in Uttar Pradesh on the date of the accident was Rs. 8,397/- per month.

19. The Tribunal has considered a multiplier of 18, future prospects of 40% and a deduction of 50% on account of personal expenses. These aspects are not disputed.

20. The computation on account of loss of dependency is, therefore, modified to the following extent:

S.No.	Heads	Amount
1.	Monthly income of the deceased [A]	Rs.8,397/-
2.	ADD: future prospects [B]	40%
3.	MINUS: personal expenses [C]	50%
4.	Monthly loss of dependency [A + B – C = D]	Rs. 5,878/-
5.	Annual loss of dependency [D x 12 = E]	Rs. 70, 536/-
6.	Multiplier [F]	18
Total loss of dependency [E x F]		Rs. 12,69,648/-

21. Accordingly, the amount awarded towards loss of dependency is reduced from Rs.16,86,528/- to Rs. 12,69,648/-.

B. MEDICAL EXPENSES

22. On the reimbursement of medical expenses, the Tribunal awarded Rs.4,30,927/- out of which Rs.3,46,000/- were on account of bills of Fortis Hospital, Nodia. Although the claimant had produced bills amounting to Rs.7,14,738/-, issued by Fortis Hospital, Noida, she was able to produce the proof of payment of only Rs.3,46,000/-. Accordingly, medical bills of Fortis Hospital were allowed only to the extent of Rs.3,46,000/-.



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23. Before this Court, Mr. Kamra submits that receipts have, in fact, been produced, showing that he had deposited a sum of Rs.6,65,500/-. Although, this document was not before the Tribunal, a copy of the receipt was handed over to Ms. Bagga on 07.11.2025. She submits that the Insurance Company appointed an investigator who has furnished a report dated 24.11.2025. The report states that an attempt was made to verify the bill through the hospital's computer system, but as the bill is of the year 2015, and the billing software of the hospital was changed in the year 2018. The hospital was therefore unable to retrieve the required data.

24. I have put it to learned counsel for the parties that, in the absence of evidence having been placed before the Tribunal, the matter would have to be remanded back to the Tribunal for a decision on this aspect. However, they submit that this Court may take the documents handed over by learned counsel for the parties on record, and proceed to render a final decision.

25. Acceding to this request, the bill of Fortis Hospital dated 22.11.2015, handed over by Mr. Kamra, and the investigator's report dated 24.11.2025, handed over by Ms. Bagga, both are taken on record, with their consent. In doing so, I once again bear in mind that in proceedings of this nature, the Tribunal, and the Court, are not bound by strict rules of pleadings and evidence, but are enjoined to arrive at a just and reasonable compensation.

26. The aforesaid bill contains details of payment of the sum of Rs.6,65,500/-, of which, Rs.3,46,000/- was paid between 19.11.2015 and 21.11.2015, and Rs.3,19,500/- was paid on 22.11.2015. Receipt numbers are also mentioned against each payment. The document, is therefore, *prima facie*, credible. In the investigation report also, the document has not been discredited, although, it is stated that verification was not possible due to



change in the hospital's billing software. Proceeding on a preponderance of probability, I am of the view that the claimant is entitled to reimbursement of the balance amount, i.e. Rs.6,65,500/- - Rs.3,46,000/- = Rs.3,19,500/-.

27. Accordingly, the amount awarded towards reimbursement of medical expenses is enhanced by Rs. 3,19,500/-.

C. LOSS OF CONSORTIUM

28. There is no dispute that loss of consortium has been missed by the Tribunal. As the deceased left only one dependent entitled to consortium, i.e. his mother, Rs.40,000/- is payable to her on this account.

29. Accordingly, the amount awarded towards loss of consortium is enhanced by Rs. 40,000/-.

CONCLUSION

30. As a result of the above discussion, the impugned award is modified to the following extent:

S.No.	Heads	Awarded by Tribunal	Awarded by Court	Enhancement/Reduction
1.	Loss of dependency	Rs. 16,86,528/-	Rs. 12,69,648/-	-Rs. 4,16,880/-
2.	Medical Expenses	Rs. 4,30,927/-	Rs. 7,50,427/-	+Rs. 3,19,500/-
3.	Loss of consortium	NIL	Rs. 40,000/-	+Rs. 40,000/-
TOTAL		Rs. 21,17,455/-	Rs. 20,60,075/-	-Rs. 57,380/-

31. In view of the aforesaid, the impugned award is reduced by an amount of Rs. 57,380/-.

32. In the impugned award, the Tribunal had directed disbursement of the awarded amount in the following manner:

“ *Keeping in view the entirety of the facts and circumstances*



involved in the present case and the abovesaid guidelines laid down by the Hon'ble High Court of Delhi, the respondent No.3 is directed to deposit the amount of Rs. 21.47.455/- (Rupees Twenty One Lac Forty Seven Thousand Four Hundred and Fifty Five Only) as stated herein above with SBI, Tis Hazari Courts, Delhi, out of which the amount of Rs. 2.47.455/- (Rupees Two Lacs Forty Seven Thousand Four Hundred and Fifty Five Only) shall be released to the petitioner i.e. mother of the deceased keeping in view the submissions of the Ld. Counsel for the petitioners and that of the respondents as well and in the entirety of the facts.

The rest of the amount of Rs. 19.00.000/- shall be kept in 38 equal FDR's for an amount of Rs. 50.000/- each for a period of six month, one year, one and a half years, two years, two and a half years, three years and so on with cumulative interest in the name of the petitioner."

33. By order dated 07.12.2018, the Court granted stay of the award, subject to deposit of the entire awarded amount with the Registrar General of this Court. Thereafter, 60% of the awarded amount was released to the claimant in terms of directions contained in order dated 22.05.2024, which are as follows:

"Since, there is a trivial issue about reckoning of the notional income of the deceased in terms of the scales applicable in the State of Uttar Pradesh instead of Delhi, it is directed that 60% of amount of the compensation deposited by the Insurance Company with accrued interest be released, subject to depositing Rs.5 lakhs in a fixed deposit for a period of five years and the balance amount be released in her account with accrued interest."

34. Having regard to the claimant's age, and the fact that the accident occurred ten years ago, I am of the view that the balance amount may now be released to the claimant, subject to retention of the fixed deposit of Rs.5 Lakhs as per order dated 22.05.2024.

35. The amount of Rs. 5 Lakhs, which was deposited in a fixed deposit, be retained by the Registry, and released to the claimant upon maturity, alongwith accrued interest.

36. With regard to the balance amount lying in deposit with the Registry,



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it is directed as follows:

- (a) Rs. 57,380/-, alongwith proportionate accrued interest, be released to the Insurance Company.
 - (b) The remaining balance amount be released to the claimant, alongwith accrued up-to-date interest.
37. The present appeals, alongwith pending applications, stand disposed of with in these terms.
38. The statutory deposit of Rs. 25,000/- be refunded in accordance with law.

PRATEEK JALAN, J

NOVEMBER 27, 2025

SS/dy/AD