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

Decided on: 22.12.2025

\+ MAC.APP. 624/2025

UNITED INDIA INSURACE CO LTD .....Appellant
Through: Mr. Brijesh Kumar Sharma, Advocate.

versus

MAHESH CHAND SHARMA & ANR. .....Respondents
Through: Mr. Pankaj Gupta, Advocate for R-1.

CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN

PRATEEK JALAN, J. (ORAL)

1. The appellant – United India Insurance Co Ltd ["Insurance Company"], assails an award dated 27.05.2025 passed in MACT No. 579/2023, whereby the Motor Accident Claims Tribunal ["Tribunal"] awarded a sum of Rs.62,13,000/- alongwith interest at the rate of 7% per annum, in favour of the claimant [respondent No.1 herein], in proceedings arising out of a road accident, in which respondent No.1 sustained grievous injuries.

2. The facts of the case, as recorded in the impugned award, disclose that respondent No.1 was travelling on a Scooty bearing registration No. MP-07SF-7804 from the Post Office to his residence in Gwalior, Madhya Pradesh. When he reached near the A.G. Office Complex, a car bearing registration No. MP-07CH-8809 ["insured vehicle"] collided with his

scooty, causing him to fall and sustain grievous injuries.

3. Following the accident, respondent No.1 was taken to Indus Hospital, Gwalior, where he was medically examined, and an MLC bearing No. 907/2023 was prepared.

4. FIR No. 0436/2023 under Sections 279 and 337 of the Indian Penal Code, 1860, was registered on 29.07.2023 at PS: Jhansi Road, Gwalior, against the driver-cum-owner of the insured vehicle [respondent No.2 herein], and a chargesheet was filed in the said criminal proceedings.

5. Respondent No.1 subsequently instituted proceedings before the Tribunal against the owner-cum-driver of the insured vehicle as well as the Insurance Company, seeking compensation.

6. The Tribunal returned a finding of rash and negligent driving on the part of the driver of the insured vehicle, and awarded compensation in favour of respondent No.1 under the following heads:

S.No.	Head of compensation	Amount
1.	Medical Expenses	Rs.31,75,635/-
2.	Loss of Earnings (During Treatment)	Rs. 1,58,220/-
3.	Loss of Future Earnings Due to Disability	Rs 6,32,880/-
4.	Special Diet & Conveyance Charges	Rs. 1,00,000/-
5.	Attendant Charges During Treatment	Rs. 2,70,000/-
6.	Future Attendant Charges	Rs. 14,26,200/-
7.	Pain & Sufferings	Rs.2,00,000/-
8.	Loss of Amenities	Rs.2,00,000/-
9.	Wheelchair and its maintenance	Rs.50,000/-
	Total	**Rs.62,12,935/-**

		(Rounded off to Rs.62,13,000/-)

7. I have heard Mr. Brijesh Kumar Sharma, learned counsel for the Insurance Company, and Mr. Pankaj Gupta, learned counsel for respondent No.1.

8. Mr. Sharma assails the impugned award on two grounds, both relating to the quantum of compensation:

a) He contends that the award of medical expenses amounting to Rs.31,75,635/- is unsustainable, as medical bills of Sir Ganga Ram Hospital to the extent of Rs.23,08,646/- were not produced in original. It is further submitted that, although payment of the said bills was made by respondent No.1 to the hospital, it is possible that the amounts were reimbursed to respondent No.1 or his children by their respective employers.

b) He further submits that respondent No.1 was aged 75 years at the time of the accident and, therefore, compensation for loss of income during the period of treatment, as well as future loss of income, was unwarranted and ought not to have been awarded.

9. On the first aspect, Mr. Gupta submits that the said medical bills amounting to Rs.23,08,646/- were duly proved, not only through the testimony of respondent No.1, but also through the evidence of a representative of Sir Ganga Ram Hospital [PW-4]. In view of the evidence on record, the contention regarding possible reimbursement from any other source is wholly speculative. Mr. Gupta further refers to the observation of the Tribunal that respondent No.1 had filed an affidavit

stating that no reimbursement had been sought under the Central Government Health Scheme ["CGHS"] or any health insurance policy.

10. On the second aspect, Mr. Gupta submits that the Tribunal assessed respondent No.1's income only on the basis of minimum wages of skilled labourers, despite his assertion that, after retirement from Bharat Sanchar Nigam Limited ["BSNL"], he was running a coaching centre, and earning approximately Rs.50,000/- per month. Mr. Gupta further submits that the concept of post-retirement income has been recognised by this Court in several decisions, including *Rajbir Singh v. National Insurance Co. Ltd.*[1] He also draws attention to judgments of the Supreme Court in *Sarla Verma v. DTC*[2] and *National Insurance Co. Ltd. v. Pranay Sethi*[3], which provide for the application of a multiplier even where the victim is above 65 years of age, indicating that the statutory scheme does not preclude the grant of compensation on this account at any stage of life.

A. REGARDING COMPENSATION OF MEDICAL BILLS

11. Respondent No.1 sought compensation towards medical expenses for treatment at two hospitals – the Indian Spinal Injuries Centre, New Delhi ["ISIC"] for the periods from 28.08.2023 to 27.09.2023 and from 28.09.2023 to 13.10.2023, and Sir Ganga Ram Hospital, Delhi, for the periods from 30.07.2023 to 28.08.2023 and from 20.12.2023 to 23.12.2023. There is no dispute regarding the ISIC bills. However, Mr. Sharma contends that the claims relating to Sir Ganga Ram Hospital, amounting to Rs.23,08,646/- [Rs.22,48,984/- for the first hospitalisation and Rs.59,662/- for the second], were allowed without production of the

[1] 2024 SCC OnLine Del 8143 [hereinafter "*Rajbir*"].
[2] (2009) 6 SCC 121 [hereinafter "*Sarla Verma*"].

original bills.

12. In his affidavit of evidence, respondent No.1 [PW-1] asserted that he was hospitalised at Sir Ganga Ram Hospital during the said periods, and incurred medical expenses to the tune of Rs.40,00,000/-. During cross-examination by learned counsel for the Insurance Company, he stated:

> "....***I have not got any reimbursement of my medical expenses from my erstwhile employer. I do not know whether my children got any medical reimbursement from his/her employer.*** *I was having no medical claim insurance policy or that has not got any medical reimbursement under any medical policy.....*"[4]

13. A witness from Sir Ganga Ram Hospital, examined as PW-4, confirmed the hospitalisation, and exhibited the discharge summary and medical treatment bills as Exhibit PW-4/1. She further deposed:

> "***The patient has paid a sum of Rs.22,48,984/- from his pocket during in his first admission and discharge and thereafter the patient has paid a sum of Rs.59,662/- during in his second admission and discharge.*** *Thus, the Patient has paid a total sum of Rs.23,08,646/- to our hospital in Cash or by Debit Card/Credit Card.* ***The Hospital has not received any payment either from CGHS or from any Mediclaim policy or from the employer of the patient or his children***."[5]

14. During the cross-examination by learned counsel for the Insurance Company, PW-4 stated that she could not say whether respondent No.1 had applied for reimbursement of medical expenses under the CGHS.

15. The Tribunal observed in the impugned award that, during the course of the final arguments, respondent No.1 was directed to file evidence demonstrating that the original bills had been lost, and that no reimbursement had been sought. In compliance, he filed an affidavit

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[3] (2017) 16 SCC 680 [hereinafter "*Pranay Sethi*"].
[4] Emphasis supplied.
[5] Emphasis supplied.

dated 26.05.2025, which categorically stated as follows:

> "*2. I say that I had taken my medical treatment from various hospital including Sir Ganga Ram Hospital, where I was admitted on 30.07.2023 and discharged on 28.08.2023 and during the hospitalization hospital authorities had generated a bill amounting of Rs.22,48,984/- (Bill No. 0024010) and thereafter I again got admitted in Sir Ganga Ram Hospital on dated 20.12.2023 and discharged on 23.12.2023 and for the same I was charged Rs.59,662/-. Thus, a total sum of Rs.23,08,616/- was paid by me in cash or by debit card/credit card.*
>
> *3.* ***I say that I had not got reimbursed any of my medical bills from any medi-claim policy or any other department till date and I will also not get my medical bills reimburse in future.***
>
> ***4. I say that my original bills of Sir Ganga Ram Hospital were lost and same is not in my possession***."[6]

16. Although a copy of this affidavit is not available on the Trial Court record produced before this Court, it is undisputed that the affidavit was, in fact, filed. A copy thereof has been produced in Court by Mr. Sharma, and is taken on record.

17. Having regard to the evidence of both respondent No.1 [PW-1] and the representative of Sir Ganga Ram Hospital [PW-4], I am of the view that the expenditure incurred on medical treatment has been established to the requisite standard. The Tribunal was required to proceed on the basis of the preponderance of probabilities, and was not bound by the strict rules of pleadings and evidence.

18. As regards the possibility of reimbursement from the employer of respondent No.1 or the employers of his children, the argument is entirely speculative. There is no evidence to suggest that such an eventuality has, in fact, occurred. In any event, applying the standard of preponderance of probabilities, the affidavit filed by respondent No.1 before the Tribunal is

[6] Emphasis supplied.

sufficient to dispel the apprehension of Insurance Company.

19. Accordingly, the contention of the Mr. Sharma regarding reimbursement of medical bills is rejected.

B. COMPENSATION ON ACCOUNT OF LOSS OF INCOME DURING THE PERIOD OF TREATMENT AND FUTURE INCOME

20. Respondent No.1 holds a Bachelor of Science degree, and had retired from BSNL. In his affidavit of evidence, he stated that prior to the accident, he was running a coaching centre under the name "*Sharma Coaching Centre*" at Gwalior, earning approximately Rs.50,000/- per month from coaching students for competitive examinations.

21. As a result of the accident, respondent No.1 suffered permanent disability, certified by Guru Teg Bahadur Hospital as an 83% permanent impairment, comprising 25% cognitive disability in the brain [Post-Traumatic Cognitive Dysfunction], and 80% disability in cervical spine [Tetraplegia with bladder involvement]. The Tribunal held that this amounted to 80% functional disability for the purpose of assessing loss of future income. No argument has been addressed to challenge this aspect of the award.

22. With regard to the quantum of the income of respondent No.1, the Tribunal observed that there was no evidence supporting his claim of earning Rs.50,000/- per month. Consequently, the Tribunal proceeded on the basis of the minimum wages of a highly skilled worker in the State of Madhya Pradesh, which, at the time of the accident, was Rs.13,185/- per month. Having regard to the evidence relating to the period of treatment, the Tribunal granted compensation for loss of income for 12 months, and assessed loss of future income by applying the parameters of 80%

functional disability and a multiplier of 5, applicable to the age group of above 65 years.

23. Mr. Sharma's sole contention is that respondent No.1 was already retired, and approximately 75 years old at the time of the accident. Therefore, compensation for loss of future income should not have been granted, either for the treatment period or thereafter.

24. I find no legal basis for presuming that a person's productive life ends at a particular age. On the contrary, the principles laid down by the Supreme Court in *Sarla Verma*, and *Pranay Sethi*, have recognised granting compensation to victims above 65 years, applying a reduced multiplier of 5. The selection of a multiplier is guided by various factors, including human longevity. Mr. Gupta has also referred to the judgment of this Court in *Rajbir*, wherein the Court recognised post-retirement income as a separate head of compensation, even where no loss occurred during service. In *Cholamandalam MS General Insurance Co. Ltd. v. Usha Gupta*[7], a Coordinate Bench of this Court awarded loss of dependency to the family of a road accident victim who passed away at the age of 80.

25. Having regard to the foregoing, I am unpersuaded by the second argument advanced by Mr. Sharma.

C. CONCLUSION

26. As no other ground has been urged, the appeal is dismissed.

27. The amount awarded by the Tribunal has been deposited by the Insurance Company with the Tribunal pursuant to the order of this Court dated 19.11.2025, out of which 60% was released to respondent No.1 in

terms of the award. The award provided for partial payment forthwith, and directed the balance to be kept in fixed deposits. Following the dismissal of the appeal, the balance amount of that would have been released to respondent No.1 until today, shall be released forthwith, and the remaining award amount shall be disbursed in accordance with the Tribunal's award.

28. All pending applications also stand disposed of.

29. Statutory deposit be refunded to the Insurance Company.

PRATEEK JALAN, J

DECEMBER 22, 2025
SS/SD/

[7] 2025 SCC OnLine Del 273.