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* **IN THE HIGH COURT OF DELHI AT NEW DELHI*****Decided on: 28.11.2025***+ **MAC.APP. 681/2013****RELIANCE GENERAL INSURANCE CO LTD**AppellantThrough: **Mr. A. K. Soni, Mr. Pavan Kumar,**
Advocates.

versus

SMT MUNNI LATA & ORSRespondentsThrough: **Mr. Pinaki R. Chatterjee, Mr. Rajiv**
Mitra, Mr. K.K. Singh, Advocates
with R-1 in person.**CORAM:****HON'BLE MR. JUSTICE PRATEEK JALAN****PRATEEK JALAN, J. (ORAL)**

1. The appellant – Reliance General Insurance Co. Ltd. [“the Insurance Company”], has preferred the present appeal, challenging an award dated 01.06.2013, passed by the Motor Accident Claims Tribunal [“the Tribunal”] in MACT No. 82/12/10 titled “*Smt. Munni Lata & Ors. v. Sh. Pappu & Ors*”.
2. The impugned award arises out of a fatal motor accident that occurred on 06.03.2010, in which one Mr. Dharambir lost his life.
3. As recorded in the impugned award, the accident occurred on 06.03.2010 at approximately 9:30 PM, near Hassanpur Village, Jhajjar, Haryana. The deceased was riding a motorcycle bearing Registration No.



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DL-3SW-7737. It collided with a truck/dumper [hereinafter “insured vehicle”] bearing Registration No. HR-63A-8485, which was parked in the middle of the road. The impact of the collision caused the deceased to be thrown off the motorcycle, resulting in fatal injuries.

4. Alleging rash and negligent driving on the part of the driver of the insured vehicle, the legal heirs of the deceased – namely, his wife, two minor children, and mother – filed a claim before the Tribunal against the driver, owner, and insurer of the said vehicle. The mother of the deceased died on 11.05.2013, while the claim was pending before the Tribunal. She was deleted from the array of parties, but her legal heirs were not impleaded, either before the Tribunal, or before this Court. I, therefore proceed on the basis that respondent Nos. 1 to 3 are the only claimants in the present case.

5. The Tribunal returned a finding of rash and negligent driving against the driver of the insured vehicle, and awarded compensation in the sum of Rs.43,31,777/-, alongwith interest at 7.5% per annum, towards loss of dependency and other non-pecuniary heads.

6. Mr. A.K. Soni, learned counsel for the Insurance Company, contends that the Tribunal erred in not attributing contributory negligence to the deceased. He submits that the deceased’s motorcycle collided with the insured vehicle from behind, which, according to him, indicates negligence on the part of the deceased. Reliance is placed on the judgment of the Supreme Court in *Nishan Singh v. Oriental Insurance Co. Ltd.*¹, on this aspect. Mr. Soni further challenges the quantum awarded towards future prospects and certain non-pecuniary heads.



7. I have heard Mr. Soni and Mr. Pinaki R. Chatterjee, learned counsel for the respondents.

8. With regard to the issue of negligence, evidence was led before the Tribunal through an eye-witness, Mr. Sachin (PW-1), who was also riding a motorcycle, following the deceased. He deposed as under:

“2. I along with Anoop were going to leave the deceased on main road on our motor cycle which was driven by me. Our motor cycle was going back to the deceased's motor cycle.

3. I say that on 06/03/2010 at about 9.30 P.M. the deceased was driving his motor cycle bearing Registration No.DL-3SW-7737 and reached near Hasanpur Village, Jhajjar, Haryana, on the road one Truck/ Dumper bearing Registration No.HR-63-A-8485 was parked on the midway of the road without indicator or blinking light. The deceased was hit against the truck/dumper which was parked very negligently and careless manner. The accident is caused only due to negligence of the driver/respondent No.1 as a result of forceful impact the deceased was fell down on the road.

4. I say that the accident took place due to the negligent parking, on the part of driver of the offending vehicle who had parked his vehicle on the midway of the road and without caring for the rules of the traffic.

xxx

xxx

xxx

8. I say that the above said accident took place due to the sole negligence on the part of the respondent No.1 who had parked his vehicle in a very negligent manner. The above aid accident would have been saved if the respondent No.1 had followed the traffic rules and norms and the precious life of the deceased could have been saved. Due to the above accident the petitioner No.1 turn widow and petitioner No.2 and 3 became orphan and petitioner No.4 became helpless and now they have no future for their remaining life. The loss sustained due to the above accident can not be measured in terms of money but for the sake of present claim petition of the petitioners have assessed the loss to the tune of Rs.80 Lac which amount is very much reasonable and all the respondents No.1 to 3 are jointly and severally liable to pay the compensation amount to the petitioners.”²

9. PW-1 was not cross-examined by the learned counsel for the

¹ (2018) 6 SCC 765 [hereinafter “Nishan Singh”].



Insurance Company, but was cross-examined by the learned counsel for the driver and owner of the insured vehicle, during which he deposed as follows:

*“It is correct that deceased Dharamvir was going on his motorcycle which was just ahead of my motorcycle at the time of accident. **The head lights of the motorcycle of Dharamvir was ON. Head lights of my motorcycle were also ON.** I had stated to the police in my statement that I had seen a truck was parked in the middle of the road.*

***It is incorrect to suggest that while traveling on separate motorcycles we were talking to each other. It is incorrect to suggest that the accident had taken place due to negligence of Dharamvir himself.** It is incorrect to suggest that the truck was not parked in the middle of the road. **It is incorrect to suggest that truck was parked on the extreme left corner of the road and its blinkers were ON.** I had seen this truck from a distance of about 15 feet. **There is no light on the road where accident has taken place.** The motorcycle of Dharamvir was 10 feet ahead of my motorcycle. I had not alarmed Dharamvir regarding the truck parked in the middle of the road. It is incorrect to suggest that we were driving our motorcycles at a fast speed that is why I could not alarmed Dharamvir. It is incorrect to suggest that I am deposing falsely just to assist the petitioners being known to them.”³*

10. A chargesheet was also filed in the criminal proceedings arising out of FIR No. 117/2010 dated 07.03.2010 at P.S. Jhajjar under Sections 283 and 304A of the Indian Penal Code, 1860. The chargesheet recorded that the allegation of rash and negligent driving by the driver of the insured vehicle was established. The Investigating Officer, Subhash Chander, S.I., Haryana Police, testified as PW-3 before the Tribunal, exhibiting a site plan [Exhibit PW-3/2], which confirmed that the insured vehicle was, in fact, parked in the middle of the road, and that the motorcycle collided with it from behind. PW-3 was thereafter cross-examined by the counsel for the owner and driver of the insured vehicle, during which he deposed

² Emphasis supplied.

³ Emphasis supplied.



as follows:

*“Site plan was prepared on the information of Shri Anup Singh who is complainant in the FIR. Photographs of the site were also taken. They are part of judicial record. The width of the road maybe around 40-45 ft. It is not mentioned in the site plan. The length of the road from Jhajjar Road onwards is nearly 10 Kms. It is a straight road. **It is wrong to suggest that if a vehicle is parked at the site of accident it would have been visible from a considerable distance to the driver of vehicle coming at that place. Vol. Indicators were not on and offending vehicle was parked in a dangerous condition.** Mechanical inspection report of the offending vehicle was taken and that is also part of judicial record. It is wrong to suggest that mechanical inspection of offending vehicle was not got done. It is wrong to suggest that I am deposing falsely.”⁴*

11. On the basis of the foregoing evidence, the Tribunal held the issue of negligence in favour of the claimants [respondents Nos. 1 to 3 herein].

12. Having heard learned counsel for the parties, I find no reason to interfere with the Tribunal’s finding on this aspect. The accident occurred at approximately 9:30 PM, in darkness, and the insured vehicle was stationary in the middle of the road. PW-1 deposed that the said vehicle had no indicators or blinking lights switched on. During cross-examination, he confirmed that the headlight of the deceased’s motorcycle was switched on, and specifically denied any negligence on the part of the deceased. He further testified that the road at the accident site was unlit, which would have rendered the stationary insured vehicle difficult to perceive.

13. PW-3’s testimony corroborates PW-1, affirming that the insured vehicle was perilously parked on the road without indicators switched on, and was consequently not visible from a reasonable distance to an

⁴ Emphasis supplied.



approaching driver.

14. The chargesheet filed by the police authorities, particularly in the absence of any compelling evidence to the contrary, is also presumptive in establishing the negligence of the driver of the offending vehicle, as held by the Supreme Court in *Ranjeet v. Abdul Kayam Neb*⁵.

15. The judgment in *Nishan Singh*, relied upon by Mr. Soni, does not persuade me to a different conclusion. In that case, both vehicles were in motion, and the deceased's vehicle was following the insured vehicle. Both the Tribunal and the High Court, on the facts, found that the deceased had not maintained a safe distance while following the insured vehicle, and accordingly, responsibility for rash and negligent driving was attributed to the deceased. The determination of negligence in each case depends on its own facts. In the present case, unlike in *Nishan Singh*, the insured vehicle was stationary, left in the middle of the road, and the evidence establishes that it was not visible at night as the road was unlit. In these circumstances, I am unable to accept Mr. Soni's submission that contributory negligence should be attributed to the deceased. The finding of the Tribunal on this aspect is, therefore, affirmed.

16. As regards the quantum of damages, the Tribunal relied on the annual income of the deceased at Rs.2,42,772/- per annum, as reflected in the Income Tax Returns for the assessment year 2009-2010, which were the latest returns placed before the Tribunal. This position is not disputed by the parties. However, the Tribunal applied a 50% addition for future prospects, whereas, in accordance with the judgment of the Supreme

⁵ 2025 SCC OnLine SC 497.



Court in *National Insurance Co. Ltd. v. Pranay Sethi*⁶, this should have been 40%. Consequently, the monthly loss of dependency, after adjusting for future prospects and personal expenses (taken as one-fourth by the Tribunal and not disputed before this Court), stands modified from Rs.22,759.87/- to Rs.21,242.55/-. On conversion to annual loss of dependency and applying the admitted multiplier of 15, the total compensation for loss of dependency is accordingly reduced from Rs.40,96,777/- to Rs.38,23,659/-⁷.

17. With respect to the non-pecuniary heads, applying undisputed adjustments in accordance with the principles laid down in *Pranay Sethi*, the position is as follows:⁸

- a. Loss of love and affection of Rs. 1,00,000/- awarded by the Tribunal is not payable as a separate head of compensation, and is deleted.
- b. Loss of consortium was awarded by the Tribunal at Rs.1,00,000/-. In accordance with *Pranay Sethi*, the loss of consortium is fixed at Rs.40,000/-. However, taking into account the entitlement of the wife and two children of the deceased, the amount payable for loss of consortium is enhanced to Rs.1,20,000/-.
- c. Compensation for loss of estate and funeral expenses was awarded by the Tribunal at Rs. 10,000/- and Rs. 25,000/- respectively. As per *Pranay Sethi*, both these heads are fixed at Rs. 15,000/- each. Accordingly, the total compensation under these heads is modified to Rs.30,000/-.

⁶ (2017) 16 SCC 680 [hereinafter "*Pranay Sethi*"].

⁷ Paragraphs 59.3, 59.4, 59.5, 59.6 and 59.7 of *Pranay Sethi*.



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18. In conclusion, the Tribunal's finding on negligence is upheld. However, the award of compensation is modified to the following extent:

Heads	Awarded by the Tribunal	Awarded by this Court	Difference
Loss of Dependency	Rs. 40,96,777/-	Rs.38,23,659/-	(-) Rs. 2,73,118/-
Loss of love and affection	Rs. 1,00,000/-	Nil	(-) Rs. 1,00,000/-
Loss of consortium	Rs. 1,00,000/-	Rs. 1,20,000/-	+ Rs. 20,000/-
Loss of estate	Rs. 10,000/-	Rs. 15,000/-	+ Rs. 5,000/-
Funeral expenses	Rs. 25,000/-	Rs. 15,000/-	(-) Rs. 10,000/-
Total	Rs. 43,31,777/-	Rs. 39,73,659/-	(-) Rs. 3,58,118/-

19. The entire compensation awarded by the Tribunal was deposited in this Court in terms of the order dated 29.07.2013. Out of this, 60% has already been released to the respondent Nos. 1 to 3. By the impugned award, the Tribunal had directed that 50% of the compensation be allotted to respondent No.1, the widow of the deceased, to be placed in ten fixed deposits of equal amounts for a period of one to ten years. Further, 25% of the compensation was awarded to each of the two children, to be held in fixed deposits until they attained the age of 21. The ten-year period has now elapsed, and both children have already attained the age of 21 years.

⁸ Paragraph 52 and 59.8 of *Pranay Sethi*.



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Accordingly, it is directed that the balance amounts lying in the Registry of this Court, alongwith proportionate interest accrued thereon, be released to respondent Nos. 1 to 3 forthwith. The apportionment of compensation shall continue to be 50% to the wife of the deceased, and 25% each to the children, as determined by the Tribunal, with appropriate adjustments for amounts already received by them.

20. The balance amount lying in fixed deposits in this Court, together with interest accrued thereon, shall be released as follows:

(a) Rs.3,58,118/- alongwith proportionate accrued interest, be released to the Insurance Company.

(b) The balance amount, alongwith proportionate accrued interest be released to the claimants, in the proportion of 50% to respondent No. 1, and 25% each to respondent Nos. 2 and 3.

21. The statutory deposit made by the Insurance Company may also be released to it.

22. The appeal accordingly stands disposed of in these terms.

PRATEEK JALAN, J

NOVEMBER 28, 2025

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