



2025:DHC:10335



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

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Decided on: 21.11.2025.

+ MAC.APP. 1154/2013

SHRIRAM GENERAL INSURANCE CO LTDAppellant

versus

DEEPALI SHARMA & ORS

.....Respondents

+ MAC.APP. 928/2014

DEEPALI SHARMA & ORS

.....Appellants

versus

SHRIRAM GENERAL INSURANCE CO LTD

.....Respondent

Appearances:

Mr. Pankaj Gupta, Advocate for R-1 to 5 in item No. 4 and for appellants in item No. 5.

Ms. Laxmi Gupta, Mr. Vivek Kumar Tandon, Advocates for R-2.

Mr. Sameer Nandwani, Advocate for Insurance Company.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

PRATEEK JALAN, J. (ORAL)

1. These two appeals arise from an award dated 21.10.2013 passed by the Motor Accident Claims Tribunal ["the Tribunal"] in MACT No. 122/2012, titled "*Deepali Sharma v. Deep Chand & Ors.*".

2. MAC.APP. 1154/2013 has been filed by Shriram General Insurance Company ["the Insurance Company"], challenging the award,



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inter alia, on the ground of contributory negligence, while MAC.APP. 928/2014 has been filed by the claimants [appellants herein] seeking enhancement of the compensation awarded to them.

3. The proceedings before the Tribunal arose out of a motor accident that occurred on 11.03.2012 at approximately 02:00 AM. Two persons, Mr. Narender Sharma and Mr. Karan Bareja were travelling on a motorcycle bearing registration No. DL-5SR-7519, which was being driven by Mr. Sharma. The motorcycle was hit by a truck bearing registration No. HR-38J-4626, as a result of which both riders fell and sustained injuries. Mr. Sharma succumbed to the injuries sustained in the accident.

4. The claim petition was instituted by five claimants – being the parents, wife, and two children of Mr. Narender Sharma – against the driver and owner of the offending truck, as well as its insurer. The Tribunal recorded a finding of rash and negligent driving against the driver of the offending truck and, awarded compensation of Rs.1,42,79,032/- along with interest at the rate of 7.5% per annum, in favour of the claimants. The Insurance Company, as well as the claimants, have preferred appeals before this Court, both assailing the quantum of compensation awarded by the Tribunal.

5. I have heard Mr. Sameer Nandwani, learned counsel for the Insurance Company, and Mr. Pankaj Gupta, learned counsel for the claimants.

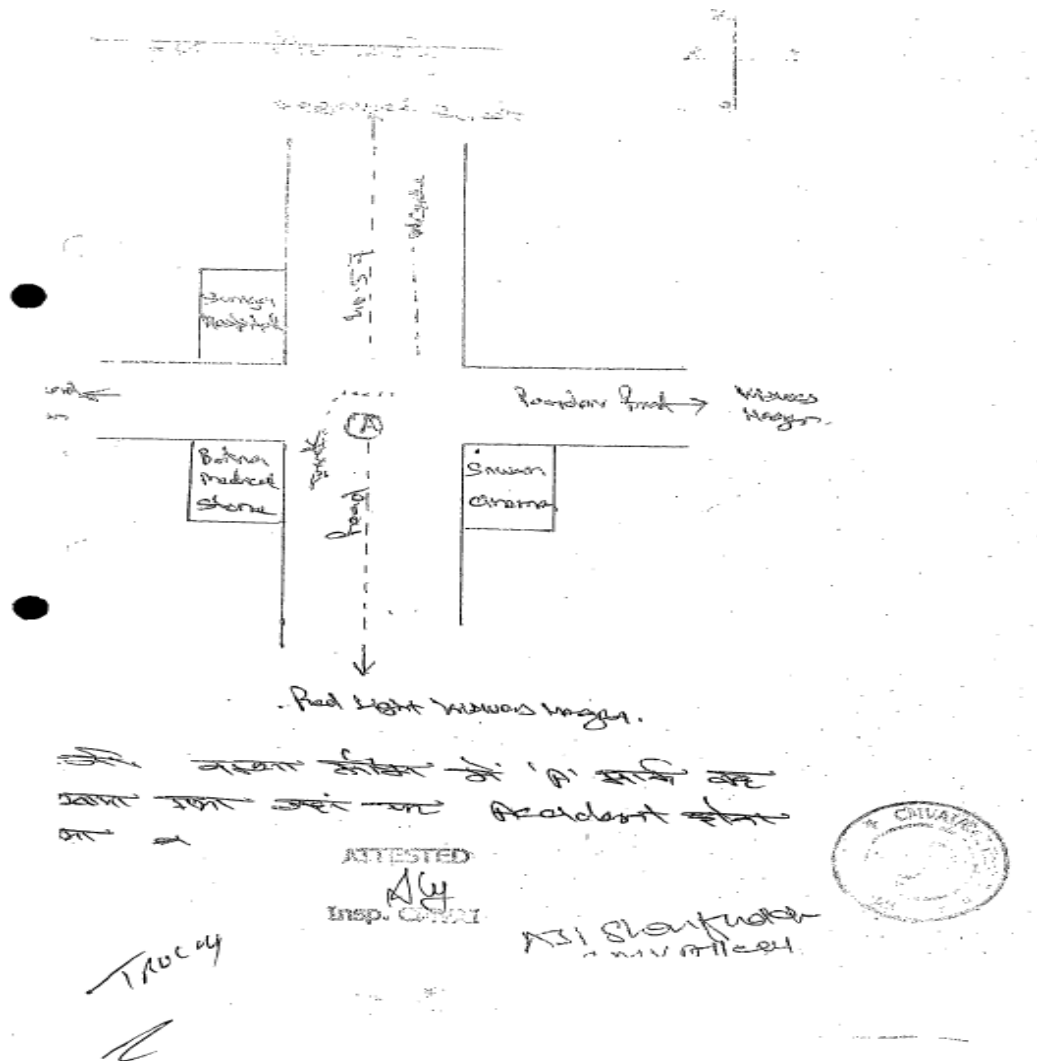
6. The principal ground urged by Mr. Nandwani is that the quantum of compensation ought to have been reduced on account of contributory negligence attributed to the deceased. He has drawn my attention to the



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site plan placed on record at page 74 of the electronic paper book of the appeal. Although the copy is not very legible, it is reproduced below for reference:



7. Mr. Nandwani submits that the accident involved a head-on collision between the insured vehicle and the motorcycle ridden by the deceased, which, according to him, *prima facie* suggests some degree of contributory negligence on the part of the deceased.

8. Mr. Nandwani further argues that the compensation awarded under the head of “*loss of love and affection*” is impermissible in view of the



judgment of the Supreme Court in *National Insurance Co. Ltd. v. Pranay Sethi*¹.

9. In response, Mr. Gupta disputes any contributory negligence, and relies on the testimony of PW-2, Sh. Karan Bareja, the sole eyewitness. He also seeks enhancement of compensation, on the ground that each of the five claimants ought to have been awarded Rs. 40,000/- individually towards loss of consortium, rather than a consolidated amount of Rs. 10,000/-. While conceding that loss of love and affection is not an admissible head of compensation, he seeks enhancement of the amounts granted towards loss of estate and funeral expenses from Rs. 10,000/- each to Rs. 15,000/- each, in line with *Pranay Sethi*.

10. Each of these grounds is dealt with in turn below:

A. Contributory Negligence:

11. The site plan relied upon by Mr. Nandwani indicates that the motorcycle on which the deceased was travelling was proceeding from the side of Shankar Hospital towards the intersection, while the truck approached from the opposite direction on the left side of the road (near Batra Medical Store). This position is undisputed by the parties. The collision occurred when the truck attempted to take a right turn at the intersection towards Swaran Cinema. The point of impact is marked as 'A' in the site plan.

12. This stand is corroborated by the testimony of the sole eyewitness, Mr. Karan Bareja (PW-2). In his affidavit of evidence, he stated as follows:

“2. I say that on 11.03.2011 at about 02:00 a.m. I along with Sh.

¹ (2017) 16 SCC 680 [hereinafter “*Pranay Sethi*”].



Narender Sharma (Since deceased) were going to towards my house i.e. H.No.5, Satnam Park, Ram Nagar Krishan Nagar from Kashmere Gate via Swaran Cinema by motor cycle No. DL-5SR-7519 which was being driven by Sh. Narender Sharma at a normal speed and on correct side of the road. When the motor cycle reached at Road No.57, Infront of Swaran Cinema, Krishna Nagar, Delhi, all of a sudden a truck No.HR-38J-4626, which was being driven by its driver at a very high speed, rashly, negligently, without taking necessary precautions, without proper lookouts, violating the traffic rules and without blowing any horn took a sharp turn towards Swaran Cinema and hit the motor cycle with a great force. As a result of this violent impact the motor cycle fell down on the road and Sh. Narender Sharma sustained grievous injuries. I also sustained injury in this accident. We were immediately taken to GTB, Hospital, Shahadra, Delhi by PGR Van, where my MLC No.C-1042/12 and his MLC No.B-1063/2012 (Narender Sharma) were prepared by the doctor and declared him as "brought dead". His postmortem was conducted at mortuary GTB, Hospital, Delhi vide PMR NO.396/2012 on 11.03.2012."²

13. Mr. Karan Bareja (PW-2) was then cross-examined by learned counsel for the Insurance Company as follows:

"I was working at Kashmiri Gate where deceased Narender Sharma was having transport business, at the time of accident. As such I know him. We are on the way from Kashmiri Gate to my house Krishna Nagar, on our motor cycle which was being driven by deceased Narender Sharma, when all of a sudden a truck came from opposite side and took right turn and hit the motor cycle due to which we fell down. I have seen the truck number at that time. It is wrong to suggest that I have not seen the accident with my own eyes or that I have not noted down the number of offending vehicle. It is wrong to suggest that the accident had not occurred due to negligence of truck driver or that accident had taken place due to negligence of Narender Sharma. It is wrong to suggest that I am deposing falsely at the instance of petitioner. My statement was recorded by the police in the hospital. I have not called police on hundred number. It is correct that FIR was registered on my statement."³

14. The Insurance Company did not lead any evidence, and the owner and driver of the offending vehicle also did not appear before the Tribunal.

² Emphasis supplied.



15. The Tribunal, accordingly, relied upon the testimony of the sole eyewitness, and the FIR (FIR No. 92/2012, registered at PS: Krishna Nagar under Sections 279/337/304A of the Indian Penal Code, 1860) to hold that the accident occurred due to the rash and negligent driving of the truck driver.

16. Having examined the evidence on record, I find no reason to take a contrary view. The site plan indicates that the motorcycle was proceeding on its correct side of the road, while the truck, coming from the opposite direction, was negotiating a right turn when the collision occurred. The eyewitness categorically stated that the motorcycle was being driven at a normal speed on the correct side, and that the truck took the right turn abruptly without any indication. His testimony remained consistent even in cross-examination, where he expressly denied any suggestion of contributory negligence. On the basis of the evidence adduced, no case of contributory negligence is made out, so as to warrant a reduction in the compensation awarded.

B. Non-Pecuniary Heads:

17. Having regard to the decisions in *Pranay Sethi, Magma General Insurance Co. Ltd. v. Nanu Ram*⁴, and *United India Insurance Co. Ltd. v. Satinder Kaur*⁵, it is now well settled that loss of consortium encompasses three components – spousal consortium, parental consortium, and filial consortium. Accordingly, compensation under this head is payable at the rate of Rs. 40,000/- each, to the spouse, children, and parents of the deceased. The award towards loss of consortium is, therefore, required to

³ Emphasis supplied.

⁴ (2018) 18 SCC 130.



be enhanced from Rs.10,000/- to Rs.2,00,000/-.

18. The award of Rs. 25,000/- towards loss of love and affection is unsustainable, in view of the law laid down by the Supreme Court, and is accordingly set aside.

19. In respect of loss of estate and funeral expenses, the judgment in *Pranay Sethi* mandates a sum of Rs. 15,000/- under each head. Since the Tribunal has awarded only Rs. 10,000/- each, the compensation under these heads is enhanced by Rs. 10,000/- in total.

C. Conclusion:

20. For the reasons stated above, the Tribunal's finding on negligence is affirmed, and no deduction on account of contributory negligence is warranted. Insofar as the non-pecuniary heads are concerned, the award is modified to the following extent:

S.No.	Heads	Awarded by the Tribunal	Awarded by the Court	Difference
1.	Loss of Love and Affection	Rs.25,000/-	Nil	(-) Rs.25,000/-
2.	Loss of Consortium	Rs.10,000/-	Rs.2,00,000/-	(+) Rs.1,90,000/-
3.	Loss of Estate	Rs.10,000/-	Rs.15,000/-	(+) Rs.5,000/-
4.	Funeral expenses	Rs.10,000/-	Rs.15,000/-	(+) Rs.5,000/-
Total Difference				(+) Rs.1,75,000/-

⁵ (2021) 11 SCC 780.



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21. Accordingly, the compensation awarded by the Tribunal stands enhanced by a sum of Rs. 1,75,000/-, thereby increasing the total award from Rs. 1,42,79,032/- to Rs. 1,44,54,032/-. The enhanced amount shall also carry interest at the rate of 7.5% per annum, as directed by the Tribunal.

22. By order dated 13.12.2013 in MAC.APP. 1154/2013, the Insurance Company was directed to deposit 50% of the awarded amount alongwith up-to-date interest, which was released to the claimants in accordance with the award. The remaining amount, together with accrued interest, shall now be deposited before the Registrar General of this Court within eight weeks, and released to the claimants in the proportions specified in the award. As the award directed disbursement of the entire amount within five years – a period which has already elapsed – the entirety of the deposited amount shall be released to the claimants forthwith.

23. The appeals stand disposed of in terms of the aforesaid directions.

24. The statutory amounts deposited by the appellants be refunded to them in accordance with law.

PRATEEK JALAN, J

NOVEMBER 21, 2025

'Bhupi'/SD/