GAHC010004532019

2026:GAU-AS:15368

IN THE GAUHATI HIGH COURT
HIGH COURT OF ASSAM, NAGALAND, MIZORAM & ARUNACHAL PRADESH)

MAC/48/2022

Oriental Insurance Company Ltd.,
Having Its Registered Office At Oriental House, A-25/27, ASAF Ali Road, New Delhi-110002 And Regional Office At Guwahati-7, Rep. By The Regional Manager.

.....Appellant

-Versus-

1: Subham Jyoti Kalita,
S/o-Jyotish Das,
R/o-Village-Goalpara, Tilapara, Ward No. 8,
P.O. Goalpara.

2: Sargam Jyoti Kalita,
S/o-Jyotish Das,
R/o-Village-Goalpara, Tilapara, Ward No. 8,
P.O. Goalpara.

3: Ram Babu Choudhury,
S/o-Sri Lakshmi Choudhury of Bharali Complex, Near Hotel Pril Ulubari, Guwahati-781007(Owner of Truck No. AS-01/T-5617.

.....Respondents

For Appellant : Mr. S. Dutta, Advocate
For Respondent(s) : Mr.H. Das, Advocate

Date of Hearing : **30.07.2026**
Date of Judgment : **12.10.2026**

BEFORE

HON'BLE MR. JUSTICE MRIDUL KUMAR KALITA

JUDGMENT AND ORDER

[1] Heard Mr. S. Dutta, the learned counsel for the appellant. Also heard Mr. H. Das, the learned counsel for the respondents/claimants.

[2] This appeal under Section 173 of the Motor Vehicles Act, 1988 has been preferred by the Oriental Insurance Company Limited, impugning the judgment and award dated 27.08.2018 passed by the Motor Accident Claims Tribunal, Goalpara in MAC Case No. 17/2014, whereby the appellant was directed to pay a compensation amount of Rs. 44,85,670/- along with an interest at the rate of 6% per annum to the claimants.

[3] The facts relevant for consideration of this appeal, in brief, are that one Rashmi Lekha Katakiya Das @ Rashmi Das, who is the mother of the claimants, was coming from Guwahati towards Goalpara on 14.02.2011 in a Scorpio vehicle. On that day, when the said vehicle reached Salmara, an accident occurred due to hitting of the vehicle in which the deceased was traveling with a truck bearing registration number AS-01/T-5617, which was parked on National Highway No. 37 without parking lights. Due

to the aforesaid accident, said Rashmi Lekha Katakiya Das @ Rashmi Das sustained injuries on her person and died on the spot.

[4] In this connection, an FIR was also lodged before the Officer-in-Charge of Krishnai Police Station against the driver of the offending truck. On the basis of the said FIR, Krishnai P.S. Case No. 57/2011 was registered under Section 279/338/427/304A of the Indian Penal Code, and ultimately, charge-sheet was laid against the driver of the offending truck.

[5] After the death of their mother, the sons of the deceased approached the Motor Accident Claims Tribunal, Goalpara by filing an application under Section 166 of the Motor Vehicles Act, 1988 claiming compensation on account of the death of their mother in the aforesaid motor vehicle accident. The said claim case was registered as MAC Case No. 17 of 2014.

[6] The Oriental Insurance Company, i.e., the appellant, contested the case by filing written statement. The driver and owner of the offending vehicle did not contest the case; as such, the inquiry proceeded *ex-parte* against them.

[7] On the basis of the pleadings of both the sides, following issues were framed by the Motor Accident Claims Tribunal:

(i) Whether the deceased Rashmi Lekha Katakiya Das @ Rashmi Das died as a result of

injuries sustained by her in the alleged motor vehicle accident on 14.02.2011 involving vehicle No. AS-01T-5617 (Truck) and Scorpio LX bearing Chassis No. MA1TA2HAAMB2AI5175 and Engine No. HAB4A10634 with temporary registration No. AS-01/AN/TEMP-2336, and whether the said accident had taken place due to the rash and negligent driving of both the vehicles?

(ii) Whether the claimants are entitled to any compensation, and if so, to what extent and by whom amongst the opposite parties the said compensation amount will be payable?

[8] To prove the claim of the claimants, they examined three witnesses, including claimant No. 1 as PW-1, one Gunu Kalita as PW-2, and one Tikendrajit Talukdar as PW-3. They also exhibited ten documents marked as Exhibit-1 to Exhibit-10. The insurance company did not adduce any evidence to counter the claim of the claimants.

[9] Ultimately, by the judgment and award which has been impugned in this appeal, the claim of the claimants was allowed and they were awarded the compensation in the manner as has been already described in the foregoing paragraphs of this judgment.

[10] Mr. S. Dutta, the learned counsel for the appellant, has submitted that this appeal has been preferred by the insurance company on limited grounds, namely, the Tribunal has erred in awarding interest on the entire amount of compensation, including the future prospects also. He submits that since the future prospects accrue on a future date, no interest may be imposed on the said compensation, and same has also been held by a Division Bench of this Court.

[11] The learned counsel for the appellant further submits that the Tribunal has also erred in adding 15% of the total income of the deceased towards future prospects, as well as the Tribunal has also erred in awarding compensation separately under the heads of love and affection, pain, shock, and suffering, as no separate compensation may be granted under said heads. He further submits that the interest at the rate of 6% per annum awarded by the Tribunal was considering the economic condition of the country at that point of time and same needs no interference by this Court.

[12] On the other hand, Mr. H. Das, the learned counsel for the claimants/respondents, has submitted that the Tribunal has rightly awarded the compensation amount to the claimants considering all aspects, including the evidence on record. He submits that the Tribunal has correctly awarded interest on future prospects also. However, he submits that the interest of

6% is at the lower side as the accident occurred in the year 2011, and even after lapse of 8 years of the accident in which the mother of the claimants expired, they are not yet paid the full compensation amount.

[13] He submits that the question that interest is to be imposed on the entire amount of awarded compensation, including the future prospects, has been laid to rest by the Apex Court in its judgment in the case of "***Oriental Insurance Company Limited v. Neeru @ Niharika and Others"*** [Judgment dated 14th July, 2025 in Special Leave Petition (C) No. 11340 of 2020], in which the Apex Court has observed that the interest is to be awarded on the entire awarded amount, including that of the future prospects.

[14] He further submits that as the deceased was 51 years of age, hence, as per the judgment of the Apex Court in the case of "***National Insurance Company Limited v. Pranay Sethi and Others,"*** reported in "***(2017) 16 SCC 680***," an addition of 15% of actual salary shall have to be made towards future prospects in assessing the income of the deceased, as has been rightly done by the Motor Accident Claims Tribunal.

[15] He, however, submits that the interest granted by the Tribunal on the awarded compensation at the rate of 6% per annum is on the lower side, as in similar circumstances there are a catena of judgments of this Court as well as of the Apex

Court where interest of 9% per annum from the date of filing of the claim petition till realization has been awarded by this Court as well as by the Apex Court. As such, he prays for dismissing the appeal and awarding the interest at the rate of 9% per annum on the compensation awarded by the Tribunal to ensure payment of a just compensation to the claimants.

[16] I have considered the submissions made by the counsel for both sides and have gone through the materials available on record. I have also gone through the rulings cited by the learned counsel for both sides in support of their respective submissions.

[17] The limited point on which this appeal has been preferred by the appellant insurance company appears to be already settled by a catena of decisions of the Apex Court.

[18] The objection regarding the addition of 15% of the total earning of the deceased does not appears to be sustainable in view of the observation of the Apex Court made in paragraph No. 59.3 of the judgment in the case of ***National Insurance Company Limited v. Pranay Sethi and Others***(supra). The said observation has been quoted hereinbelow: -

> *"59.3. While determining the income, an addition of 50% of actual salary to the income of the deceased towards future prospects, where the deceased had a permanent job and was*

> *below the age of 40 years, should be made. The additional should be 30%, if the age of the deceased was between 40 to 50 years. In case the deceased was between the age of 50 to 60 years, the addition should be 15%. Actual salary should be read as actual salary less tax."*

[19] On a bare perusal of the aforesaid observation, it appears that in case the deceased is found to be between the age group of 50 years to 60 years, an addition of 15% of the actual salary to the income of the deceased towards future prospect has been directed by the Apex Court in the aforesaid judgment. In the instant case, apparently, the deceased was 51 years of age and as such she falls within the said age group. Under the aforesaid circumstances, this Court does not find any infirmity in the impugned judgment, whereby 15% of the actual salary has been added to the income of the deceased while determining her income.

[20] Further, the question as to whether interest may be awarded to the amount calculated towards future prospect has been laid to rest by the Apex Court in the case of ***Oriental Insurance Company Limited v. Neeru @ Niharika and Others*****(supra),** wherein the Apex Court has categorically observed that interest is payable on the entire awarded amount and the plea that the amount awarded towards future prospect accrues no interest was rejected by the Apex Court. Under such circumstances, in view of the judgment of the Apex Court in the aforesaid case, this Court finds no error in the impugned

judgment, whereby the interest was awarded on the entire amount of compensation which was awarded.

[21] However, this Court is of considered opinion that in the instant case, the accident occurred in the year 2011 and we are in the year 2026 and the entire awarded amount has not yet been paid by the appellant insurance company to the claimants merely because of the pendency of this appeal. This Court is of considered opinion that the interest of 6% which was directed to be paid on the awarded compensation is on the lower side. In order to ensure that just compensation is awarded to the claimants, this court is of the considered opinion that the interest imposed on the awarded compensation is required to be enhanced from 6% per annum to 9% per annum.

[22] In view of the discussions made and reasons stated in the foregoing paragraphs of this judgment, this appeal is dismissed with a direction that the compensation awarded to the claimants/respondents by the Motor Accident Claims Tribunal shall carry an interest at the rate of 9% per annum from the date of filing of the claim application, instead of 6% per annum as was directed by Motor Accident Claims Tribunal.

[23] This appeal is, accordingly, disposed of.

[24] Send back the records of MAC Case No. 17/2014, along with a copy of this judgment to the Motor Accident Claims Tribunal, Goalpara.

JUDGE

Comparing Assistant

Munmun Boruah

Digitally signed by Munmun Boruah
Date: 2026.10.12 18:40:13 +05'30'