

In the High Court at Calcutta
Civil Appellate Jurisdiction
Appellate Side

23.04.2026
Item No.32-33
Ali
ct. no.9

FMA 1131 of 2025
With
IA No.:CAN/1/2025

United India Insurance Co. Ltd.
Vs.
Soumita Pandit & Ors.
With

COT 108 of 2025

Soumita Pandit & Ors.
Vs.
United India Insurance Co. Ltd.

Mrs. Sucharita Paul

..... for the appellant/Insurance Co.

Mr. Sanat Kumar Mullick
.....for the respondents/Cross Objectors No. 1, 2 & 3.

1. Learned advocates for the parties are present.
2. Heard learned advocates for the parties.
3. The appellant before this Court was an opposite party Insurance Company in a case under Section 166 of the Motor Vehicles Act, 1988 and is aggrieved by the judgment and award dated 20th March, 2025. The appellant Insurance Company being aggrieved by the quantum of compensation has come up with the instant appeal. The claimants/respondent Nos. 1, 2 and 3 being also

aggrieved by the quantum of compensation has filed a Cross Objection being COT 108 of 2025.

4. By judgment and award dated 2nd March, 2025.

The learned Judge, VIth Bench, City Civil Court, Calcutta was pleased to dispose of MAC Case No. 25 of 2019 by observing and directing as follows:

ORDERED

"Accordingly, the instant claim petition under Section 166 of the Motor Vehicles Act, 1988 is allowed ex parte against the opposite party no.1/owner of the offending vehicle and on contest against the opposite party No.2/Insurer, but without costs.

The claimants do hereby get an Award of compensation amounting to Rs.59,96,006/- (Rupees Fifty Nine Lakh Ninety Six Thousand and Six) in total plus an amount of interest to be calculated on this amount @ 6% per annum from 01.01.2020 till the date of actual realization of the same.

The opposite party no.2/The United India Insurance Company Limited is hereby directed to issue two account payee cheques of Rs.19,98,669/- (Rupees Nineteen Lakh Ninety Eight Thousand Six Hundred and Sixty Nine) in favour of each of the claimant nos. 1 and 3 and another account payee cheque of Rs.19,98,668/- (rupees Nineteen Lakh Ninety Eight Thousand Six Hundred and Sixty Eight) in favour of the claimant no. 2 plus an amount of interest to be calculated on the aforesaid cheque amounts @ 6% per annum from 01.01.2020 till the date of such payment within sixty days from the date of

this Award, failing which, claimants shall be at liberty to realize the same through Court.

The claimants are directed to make payment of the balance/additional court fees, if not already paid, within a period of ten days from the date of this Award and it is made clear that only after payment of the same, the instant Award shall become operative.

After receiving the cheque issued in favour of the minor claimant no.3, the amount mentioned therein shall be invested by the claimant no.1 in a fixed deposit scheme in the name of the claimant no.1 either in a nationalized bank or in a post office till the claimant no.3 attains the age of majority. After furnishing of documents by the claimant no.1 regarding making of such investment in the name of claimant no.3, the cheque issued in favour of the claimant no.1 shall be handed over to her.

Let a copy of this Award be supplied free of cost to the claimants, subject to payment of the deficit/additional court fees, if any, and let another copy of this Award be handed over to the opposite party no.2/Insurer free of cost for carrying out the directions embodied in this Award.

The claimants shall be at liberty to put this Award into execution after sixty days, if it is not satisfied by that time.

The instant motor accident claim petition, accordingly, stands disposed of."

5. Both appellant Insurance Company and the claimants/respondents have filed appeal and cross objection being aggrieved by the judgment and

award passed by the learned Trial Court. Heard learned advocates for the appellant Insurance Company and learned advocate for respondent Nos. 1, 2 and 3/claimants.

6. Perused the materials on record.

7. Learned advocate for the appellants submits that the learned Trial Judge erred in awarding consortium to both mother and child of the victim which is against the decision of the Hon'ble Supreme Court in the case of ***National Insurance Company Limited Vs. Pranay Sethi and Ors.,*** reported in ***AIR 1917 S.C. page 5157.*** Learned advocate also relies upon the decision of this Court in FMA 283 of 2025.

8. Learned advocate for the respondent Nos. 1, 2 and 3 claimants submits that the learned Trial Judge did not commit any error in awarding compensation to the mother and child of the victim.

9. Learned advocate relies upon the following judicial decision:

Raheela Khan and Others Versus Naushad Ahmad and Others *reported in 2024 (4) T.A.C. 32 (S.C.), Smt. Manjula and Others Versus Branch Manager, Oriental Insurance Company Ltd. and Another* *reported in 2025 (4) T.A.C. 1 (S.C.).*

10. Upon considering the decision of the Hon'ble Supreme Court in the case of ***National Insurance Company Limited Vs. Pranay Sethi*** the five judges Bench of Hon'ble Supreme Court decided the issue of consortium. It was expressly decided that parental care compensation cannot be granted thus, this decision binding upon this Court. Although with regard to filial consortium there was no specific observation this Court in the earlier decision in the case of ***United India Insurance Company Ltd. Vs. Kalpana Bagdi & Ors. FMA 283 of 2025*** ruled in favour of filial consortium.

11. Considering the decision of Nanu Ram this Court awarded filial consortium thus, this Court is of the view that consortium granted to the child of the victim cannot be sustained. With regard to the submission of the learned advocate for the claimants/respondent Nos. 1, 2 and 3 that the interest on the compensation was not awarded from the date of filing this Court is of the view that such submission has some substance as per Section 171 of the Motor Vehicles Act, 1988.

12. In the facts and circumstances, this appeal FMA 1131 of 2025 along with COT No. 108 of 2025 stands disposed the judgment and award passed by learned Judge, VIth Bench, City Civil Court,

Calcutta in MAC Case No. 25 of 2019 on 20th March, 2025 stands modified to the extent that the respondent Nos. 1, 2 and 3 will be entitled to a compensation of Rs.59,48,006/- along with interest @ 6% per annum from the date of filing of the claim case i.e. from 09.01.2019 till today. The appellant Insurance Company shall deposit Rs.59,48,006/- along with interest @ 6% per annum from the date of filing claim case till today before the learned Registrar General, High Court, Calcutta within eight weeks from the date of communication of this order. However, in the event the amount awarded by the learned Trial Court is already deposited any deficit of the amount if any be deposited within eight weeks. The respondent Nos. 1, 2 and 3 are permitted to withdraw the compensation amount upon compliance of necessary formalities.

13. Urgent certified photocopy of this order, if applied for, be supplied as expeditiously as possible.

(Biswaroop Chowdhury, J.)