IN THE HIGH COURT OF JHARKHAND AT RANCHI

M.A. No. 252 of 2016

Sohan Saw alias Sohan Nayak Son of late Sukar Nayak Resident of village Sariya, Kowariya Tola, Thakurbari, Post and P.S. Sariya District - Giridih (Jharkhand) ... Appellant

Versus

1. Smt. Mundrika Devi wife of Sri Vijay Saw Resident of Village Chetar Post and P.S. Gumla District - Gumla (Jharkhand)
2. Sanjit Saw son of Jagdish Saw Resident of village – Bagodih P.S. Sariya, Post – Sariya District-Giridih (Jharkhand)
3. Md. Mansoor Alam son of Salimuddin Ahmad Resident of village Toto Post and P.S. Gumla District - Gumla (Jharkhand)
4. Bajaj Alliance General Insurance Company Limited 504, Mahavir Towers, Opposite Church Complex Main Road, P.S. Hindpiri, Post - Ranchi-834001 District-Ranchi ... Respondents

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CORAM: HON'BLE THE CHIEF JUSTICE

For Appellant: Ms Bandana Sinha, Advocate
For Resp. Nos. 1 & 3: Mr Siddharth Roy, Advocate.
For Resp. No. 4: Mr Alok Lal, Advocate.

21/Dated: 30.10.2026

1. Heard Ms Bandana Sinha, learned counsel for the appellant; Mr Siddharth Roy, learned counsel for the Respondent Nos. 1 & 3 (Owner and Driver) Mr Alok Lal, learned counsel for the 4th Respondent (Insurance Company).

2. This appeal is directed against the Tribunal's Award dated 10.02.2016 in Title (MV) Suit No. 25 of 2012, passed by the District Judge-Cum-Motor Accident Claims Tribunal, Court No.1, Giridih, seeking enhancement of the compensation already awarded.

3. By the impugned Award, the Tribunal awarded compensation of Rs. 3,48,800/- with interest @ 9 per cent per annum from the date of institution of the claim petition for

the injuries and disablement suffered by the appellant (claimant) due to a vehicular accident. The evidence on record shows that the injuries *inter alia,* laid to the amputation of the appellant's left forearm and impairment of a finger of his right hand.

4. The Tribunal, in a most cursory and casual manner, has determined the compensation at Rs.3,48,800/-. The same clearly warrants interference and enhancement for reasons indicated hereafter.

5. On perusing the impugned Award as well as the records and proceedings that are now available, it is evident that due to the vehicular accident, the appellant/claimant suffered serious injuries leading to the amputation of his left forearm and impairment to one of the fingers of his right hand. Documentary and oral evidence support this position.

6. In the original disablement certificate, which he has produced on record, the Doctor has opined that the appellant has suffered 40 per cent permanent disablement. Therefore, the Tribunal has mechanically taken the disability percentage at only 40 per cent

7. In this case, there is unimpeached evidence that the appellant was a skilled mason. Once this is accepted, then, although the medical disability, as recorded in the disability

certificate, was 40 per cent, the functional disability will have to be taken at *least* at 80 per cent.

8. To expect a skilled mason to effectively function, despite the amputation of his left forearm and the impairment of one of the fingers of his right arm, is not quite reasonable. There is a distinction between medical disability and functional disability. In terms of the law laid down in ***Raj Kumar Vs. Ajay Kumar***, **(*2011) 1 SCC 343,*** what is crucial is functional disability, not mere medical disability.

9. Further, in this case, the appellant pleaded and deposed that he earned Rs.6,000/- per month. Apart from the fact that there was no serious cross-examination, two other witnesses also had supported this version. The claim of a skilled mason like the appellant earning Rs.6,000/- per month was also not beyond the bounds of reasonability. Perhaps, that may have represented even the minimum wages payable to a skilled mason. The Tribunal was therefore not justified in reducing this amount to Rs.4,000/- per month without indicating any reason whatsoever.

10. The claimant had pleaded that he was 44 years old. Again, there was no challenge to this pleading or the evidence led in support of the same; still, the Tribunal simply recorded an omnibus statement about *"keeping in view the entire facts of the case I assessed the age of the injured in between 45 to*

50 years……..”. There was no good reason not to accept the appellant’s case that he was 44 years old at the time of the accident.

11. Even the compensation awarded towards pain and suffering and loss of amenities is inadequate and warrants enhancement.

12. Accordingly, the compensation towards loss of future income will have to be assessed as Rs. 6000 x 12 x 14 x 80% = Rs. 8,06,400/-

13. The compensation towards pain and suffering and loss of amenities is enhanced from Rs. 30,000/- and Rs. 20,000/- to Rs. 1 lakh under each head. The compensation towards reimbursement of medical expenses is, however, maintained.

14. The total compensation is therefore determined at Rs.10,36,400/-. The Tribunal-awarded interest is also maintained.

15. Accordingly, this appeal is allowed by enhancing the compensation from Rs.3,48,800/- to Rs.10,36,400/-, payable by the Insurance Company with interest @ 9 per cent per annum from the date of institution of the claim petition till actual payment.

16. Mr Alok Lal, the learned counsel for the Insurance Company and Mr Siddharth Roy, for the owner and the driver of the

offending vehicle, in unison submit that an agreement was reached between the parties, in terms of which the owner/driver has already paid the amount awarded in the impugned Award and that, if this amount were to be enhanced, then the enhanced liability could be borne by the Insurance Company (R-4). Accordingly, the Insurance Company (R-4) must comply with the direction to pay the enhanced amount. Learned counsel rely upon the order dated 24.04.2023 in M.A. No. 327 of 2016 passed by this Court in which the above agreement has been recorded.

17. The respondent-Insurance Company is directed to deposit the enhanced compensation amount, after deducting the payments already made, together with interest, in this Court within six weeks from today, after giving due notice to the learned counsel for the appellant. Upon deposit, the Registry must pay the compensation amount to the appellant/claimant by transferring it to his bank account.

18. The learned counsel for the appellant agrees to provide identity and bank details so that this amount can be transferred by the Registry into the appellant/claimant’s Bank account directly. Under no circumstances should the amount be paid to the appellant except through regular banking channels.

19. The appeal is allowed without any order for costs.

20. Pending interlocutory applications, if any, will not survive and are disposed of.

(M. S. Sonak, C.J.)

30.10.2026
N.A.F.R.
APK/VK
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