BHOLA NATH KHATAI
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CGHC010053922024 2026:CGHC:45590

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 313 of 2024

1 - Smt. Dake Wd/o Late Purushottam Patel Aged About 42 Years R/o Village - 157, Kendugudapara, Village Dimrapal, Post Jaibel, District Bastar (C.G.)

2 - Durjan Patel S/o Late Purushottam Patel Aged About 19 Years R/o Village - 157, Kendugudapara, Village Dimrapal, Post Jaibel, District Bastar (C.G.)

3 - Kabir Patel S/o Late Purushottam Aged About 2 Years Through Next Friend Appellant No. 1, R/o Village - 157, Kendugudapara, Village Dimrapal, Post Jaibel, District Bastar (C.G.)

4 - Nirbhani S/o Bhagirathi Aged About 74 Years R/o Village - 157, Kendugudapara, Village Dimrapal, Post Jaibel, District Bastar (C.G.)

... Appellant(s)

versus

1 - Roopnath Patel S/o Sadan Patel Aged About 29 Years R/o 157/1, Kendugudapara, Village Dimrapal, Post Jaibel, District Bastar (C.G.), (Driver Of The Vehicle)

2 - Magma H.D.I. General Insurance Company Limited Through Branch Manager, Branch Office, D. B. City, Corporate Park, 5th Floor, Shop No. 501, 509 And 512, Rajbandha Ground, G. E. Road, Raipur, District Raipur (C.G.) (Insurer)

... Respondent(s)

For Appellants	:	Mr. Abhishek Nirala, Advocate
For Respondents	:	None

Hon'ble Shri Justice Sanjay Kumar Jaiswal
Judgment on Board

(28.10.2026)

1. This appeal under Section 173 of the Motor Vehicles Act, 1988 has been preferred by the appellants/claimants seeking enhancement of the amount of compensation, challenging the impugned award dated 22.11.2023 passed by the Motor Accident Claims Tribunal, Bastar place Jagdalpur (CG), in Claim Case No.41/2022, whereby the Claims Tribunal has awarded a total sum of ₹15,67,500/- as compensation for the death of Purushottam Patel, who died in a motor vehicle accident that took place on 12.12.2021.

2. Learned counsel appearing for the appellants/claimants submits that the Claims Tribunal has committed an error in assessing the monthly income of the deceased at ₹9,000/-, which, according to him, is even lower than the minimum wages payable to an unskilled labourer at the relevant time. It is submitted that the compensation awarded under the conventional heads is also inadequate and deserves to be enhanced in accordance with the principles laid down by the Hon'ble Supreme Court. Learned counsel further submits that the deceased was travelling on the platform (Dalla) of the goods vehicle rather than in its cabin, which amounted to a breach of the terms and conditions of the insurance policy, and, on this ground, the Tribunal has exonerated the insurance company from its liability. However, as the vehicle was duly insured with the respondent No.2/insurance company on the date of the accident, it is contended that the principle of 'pay and recover'

ought to be applied, thereby directing the insurance company to satisfy the award and recover the amount from the driver/owner.

3. There is no representation on behalf of the respondents.

4. Heard learned counsel for the appellants and perused the record with due circumspection.

5. The accident occurred on 12.12.2021 and, at the relevant time, the minimum wages prescribed even for an unskilled labourer were ₹9,280/- per month. Accordingly, the monthly income of the deceased is reassessed at ₹9,280/-.

6. The deceased was a non-salaried person aged about 55 years at the time of accident. There are four claimants in the present case.

7. Considering the date of accident, the age of the deceased and the number of claimants, this Court finds that the addition towards future prospects, deduction towards personal expenses and the multiplier applied by the Claims Tribunal are just, proper and in accordance with law. However, the amounts awarded by the Claims Tribunal under the conventional heads are required to be suitably enhanced in view of the law laid down by the Hon'ble Supreme Court.

8. Thus, in light of the aforesaid discussion and the judgments of the Hon'ble Supreme Court in **National Insurance Company Ltd. V. Pranay Sethi**[1]**, Sarla Verma & Ors. Vs. Delhi Transport Corporation & Ors**[2] **and Magma General Insurance Co. Ltd. v. Nanu Ram @ Chuhru Ram & Ors**[3], the compensation is recomputed as under:-

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1 (2017) 16 SCC 680
2 (2009) 6 SCC 121
3 (2018) 18 SCC 130

Sl. No.	Heads	Compensation awarded by the Tribunal	Compensation awarded by this Court
1.	Income	9,000 × 12 = 1,08,000	9,280 × 12 = 1,11,360
2.	Future prospects	(+) 25% (i.e. ₹27,000) = 1,35,000/-	(+) 25% (i.e. 27,840) = 1,39,200
3.	Deduction towards personal expenses	(-) 1/4th (i.e. 33,750) = 1,01,250	(-) 1/4th (i.e. 34,800) = 1,04,400
4.	Multiplier	(×) 14 = 14,17,500	(×) 14 = 14,61,600
5.	Funeral expenses	15,000	16,500
6.	Loss of estate	15,000	16,500
7.	Loss of Consortium	1,20,000	1,76,000 (44,000 x 4)
	Total	**₹15,67,500/-**	**₹16,70,600/-**

9. In view of the aforesaid analysis, the amount of compensation of ₹15,67,500/- awarded by the Claims Tribunal is enhanced to ₹16,70,600/-. Thus, after deducting the amount already awarded by the Claims Tribunal, the appellants/claimants are held entitled to an additional amount of **₹1,03,100/-**. The additional amount of compensation shall carry interest at the rate of 6% per annum from the date of filing of the claim petition before the Tribunal till its realization.

10. So far as the prayer for applying the principle of 'pay and recover' is concerned, it is evident from the evidence available on record that the Insurance Company has been exonerated from its liability on the ground that the deceased was travelling on the platform (Dalla) of the goods vehicle rather than in its cabin, and his risk was not covered under the insurance policy. However, the offending vehicle was duly insured with the respondent/Insurance Company on the date of the accident, and the insurance policy has been exhibited as Ex. D-1. Therefore, considering the principle laid down by the Hon'ble Supreme Court in the case of **Sunita and Ors. vs.**

United India Insurance Co. Ltd and Ors., reported in **2025 SCC OnLine SC 1464**, it is directed that the insurance company shall **first pay** the amount of compensation to the appellants/claimants and then recover the same from the driver/owner of the offending vehicle. The remaining terms and conditions of the impugned award shall remain unaltered.

11. In the result, the appeal is **partly allowed** and the impugned award is modified to the extent indicated hereinabove.

12. The Registry is directed to communicate to the claimants, in writing, the enhanced/additional amount awarded in the present appeal over and above the amount awarded by the concerned Claims Tribunal. Such communication shall be made in Hindi (Devanagari) language, and the assistance of Para-Legal Volunteers may be availed in coordination with the Secretary, District Legal Services Authority of the concerned area where the claimants reside.

Sd/-
(Sanjay Kumar Jaiswal)
Judge

Khatai