CGHC010389752018 2026:CGHC:46081

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AMIT KUMAR DUBEY Digitally signed by AMIT KUMAR DUBEY Date: 2026.10.21 12:31:57 +0530

HIGH COURT OF CHHATTISGARH AT BILASPUR

THE DATE WHEN THE CASE IS RESERVED	THE DATE WHEN THE JUDGMENT IS PRONOUNCED	THE DATE WHEN THE JUDGMENT IS UPLOADED ON THE WEBSITE	
		Operative	**Full**
16.10.2026	30.10.2026	-----	30.10.2026

MAC No. 81 of 2019

The Oriental Insurance Company Ltd. Through Divisional Manager, Madina Building, Kachari Chowak, Raipur, District Raipur (C.G.) (Insurer Of Offending Vehicle Truck Bearing Registration No. C. G. 04 G-1317)

... Appellant / respondent No. 3.

versus

1 - Sumit Sahu S/o Shri Ishwar Sahu Aged About 8 Years Respondent No. 1 under the gurdianship Of Father Ishwar Sahu R/o Village Babai, Police Station Sahaspur, Lohara, District Kawardha Chhattisgarh,
Present Address:-
Bada Ashok Nagar, Gudhiyari, District Raipur Chhattigarh (Claimant No.1)

2 - Palturam Gond S/o Late Ratsingh Gond Aged About 50 Years R/o Village Mazgaon, Police Station Mawai And District Mandla (M. P.), Present Address:-Transport Nagar, Ravabhata Parking Number-1 Police Station Urla, Raipur Chhattisgarh (The Above Address Is Driver Of Offending Vehicle Truck Bearing Registration No. C. G. 04 G-1317)

(Non-applicant No.1)

3 - Smt. Usha Jain D/o Dinesh Jain Age Major, R/o Om Complex Fafadih, District Raipur Chhattisgarh (Owner Of Offending Vehicle Truck Bearing Registration No. C. G. 04 G-1317)

{Non Appellant No. 2}

... Respondents

{Cause title, as taken from CIS}

For Appellant : Mr. Hanuman Prasad Agrawal, Advocate.

For Respondent No. 1 : Ms. Prachi Singh, Advocate on behalf of Mr. Raghvendra Pradhan, Advocate.

For Respondent No. 3 : Mr. Satish surya, Advocate on behalf of Mr. Yogesh Chandra Pandey, Advocate.

(Hon'ble Mr. Justice Santosh Sharma)

C A V Judgment

1. The appellant/Insurance Company has preferred this appeal under Section 173 of the Motor Vehicles Act, 1988 (for short "MV Act, 1988") challenging the award passed by First Additional Presiding Officer, Raipur of First Additional Motor Accident Claims Tribunal, Raipur (for brevity 'the Claims Tribunal') in Motor Accident Claim Case No. 402/2015 whereby the liability of payment of compensation has been fastened upon the appellant/Insurance Company to indemnify the award of ₹ 10,32,447/- along with interest @ 9 percent per annum from the date of filing of claim petition, till its realization.

2. Respondent No. 1 /claimant has also preferred cross objection/cross appeal seeking enhancement of compensation awarded by the Claims Tribunal.

3. The case of the appellant, as pleaded in the claim petition, is that on 25th March,2018, Ishwar Sahu was riding his motorcycle from

Raipur to his village, Babai, in Kawardha district, with his son, Sumit Sahu, seated on the motorcycle as a pillion rider. When they reached near Dharsiwa Police Station, Siltara, the driver of a truck bearing registration No. CG-04-G-1317 (hereinafter referred to as the "offending vehicle"), drove the vehicle in a rash and negligent manner and dashed against their motorcycle. As a result of the accident, Sumit Sahu (respondent No.1) sustained multiple injuries, including the complete crushing of his leg below the knee. Ishwar Sahu (father of respondent No.1) also sustained injuries in the said accident. In connection with the accident, a report was lodged at Police Station Dharsiwa against respondent No. 1, the driver of the offending vehicle, for offences punishable under Sections 279, 337 and 338 of the Indian Penal Code, 1860.

4. Upon completion of the investigation, a charge-sheet was filed against respondent No. 1 before the competent criminal court. It is further evident from the claim application that the respondent No.1 /claimant remained hospitalized at Narayana Hospital, Pandri, Raipur, from 25.03.2015 to 15.06.2015, incurring medical expenses of approximately Rs. 7,00,000/-. As a result of the injuries sustained in the accident, the right leg of the claimant was amputated below the knee, rendering him permanently disabled and severely impairing his ability to walk.

5. At the time of the accident, the claimant was only eight years old and was studying in Class III. In addition to his studies, he used to assist his father in agricultural work. The permanent disability suffered

by the claimant at such a tender age has adversely affected his prospects of leading a normal life and pursuing future educational and vocational opportunities. The injury has also caused immense physical and mental suffering and has deprived him of the opportunity to enjoy the ordinary pleasures of childhood. The consequences of such disability extend beyond the claimant himself and have caused considerable hardship to his family. In view of the aforesaid circumstances, the respondent No.1/claimant has claimed compensation of Rs. 28,50,000/- under various heads.

6. The respondents No. 2 & 3, who are driver & owner of the offending vehicle, while denying the averments made in the claim application, has pleaded that on 25th March, 2015, the respondent No. 2 , after getting his Truck bearing registration No. CG-04-G-1317 repaired at Bihar Motor Garage, was driving slowly and cautiously on the left side of the road, when Ishwar Sahu lost control of his motorcycle and collided with the truck, causing the accident. It was further pleaded that, at the time of the accident, Respondent No. 2 was holding a valid and effective driving licence authorising him to drive the offending truck and that the said vehicle was duly insured with the appellant-Insurance Company. Accordingly, it was contended that, in the event of any liability arising for payment of compensation, the same would be required to be discharged by the Insurance Company.

7. The appellant-Insurance Company *(non-applicant No. 3 before learned Claims Tribunal)* also contested the claim petition, contending

that the offending vehicle did not possess a valid and effective permit and fitness certificate at the time of the accident. Accordingly, it sought to be exonerated from its liability to pay compensation to the claimant.

8. The Tribunal, on a close scrutiny of evidence led, material placed and submissions made by the parties, held that the accident had occurred due to rash and negligent driving of Truck bearing registration No. CG-04G 1317 by its driver- Palturam Gond (respondent No.2), owned by Smt. Usha Jain (respondent No. 3) and insured with the appellant-Insurance Company, dashed the Motorcycle bearing registration No. CG 04KD-7401 driven by Ishwar Sahu (father of respondent No.1/claimant). In the said accident, respondent No.1/claimant sustained multiple injuries resulting into permanent disability of the whole body to the extent of 30% whereas treating doctor has issued a certificate of 45% permanent disability in respect of the left leg of the injured, which is evident from disability certificate (Ex.P-4) ; appellant /Oriental Insurance Company Limited, who is insurer of offending vehicle Truck, was held liable for payment of compensation to the claimant, as it could not establish the violation of policy conditions and awarded a sum of Rs. 10,32,447 alognwith interest @ 9% per annum from the date of filing of claim application, till its actual payment in favour of the claimant.

9. Being aggrieved & dissatisfied with the award passed by the Claims Tribunal, appellant / Oriental Insurance Company preferred instant miscellaneous appeal on various grounds that the learned Claims Tribunal has committed an error of law in failing to appreciate

that the offending truck was not having a valid Permit and Fitness Certificate on the date of the accident. The learned Tribunal has completely overlooked this material statutory violation while determining liability, thereby rendering the impugned award legally unsustainable. Owner himself admitted in his written statement that the vehicle was not having a valid Fitness Certificate on the date of accident. The learned Tribunal has ignored this material oral and documentary evidence while deciding the liability of the Appellant/Insurance Company. It is further stated that, in view of Sections 39, 56 and 66 of the Motor Vehicles Act, 1988, a transport vehicle cannot be lawfully operated in a public place without a valid Fitness Certificate and Permit. In the absence of a valid Fitness Certificate, the vehicle shall be deemed not to be validly registered for the purposes of the Act. Such statutory violations constitute a fundamental breach of the terms and conditions of the insurance policy, particularly when the owner permits the vehicle to ply on public roads without complying with the mandatory legal requirements, thereby endangering the lives of passengers and the general public. Hence, the Appellant/Insurance Company cannot be fastened with liability to indemnify the insured. It is next contended that learned ClaimsTribunal has erred in awarding compensation of Rs. 10,32,447/- and fastening the liability to pay the same upon the Appellant/Insurance Company, whereas the liability, if any, ought to have been fastened upon the owner of the offending vehicle.

10. Learned Counsel for Respondent No. 1/Claimant, while filing a cross-appeal/cross-objection, stated that following the accident, Respondent No. 1/Claimant was admitted to Narayana Hospital in Raipur, where he remained hospitalized from 25.03.2015 to 15.06.2015. During this period, the expenditure incurred on his medical treatment amounted to Rs. 7,00,000. He sustained severe injuries to his right leg, resulting in a disability that renders him unable to walk or move about properly. The Claims Tribunal incorrectly assessed the permanent disability at 30%, whereas, according to the doctor, it is 45%. It was further submitted that the accident has severely impacted the future of Respondent No. 1/Claimant and will serve as an impediment to his development. It is next contended that respondent No. 1, through his natural guardian, i.e., his father, had filed a claim application seeking compensation of Rs. 28,50,000/-. However, the learned Claims Tribunal has awarded compensation of Rs. 10,32,447/-, which, according to the claimant, who is 8 years child at the time of accident, is inadequate having regard to the nature and severity of the injuries sustained by him and the consequent adverse impact on his future prospects and quality of life. It is, therefore, submitted that the compensation awarded by the learned Claims Tribunal warrants appropriate enhancement. To buttress his submissions, learned counsel for respondent No. 1 places reliance upon the judgment of the Supreme Court in the matter of **Hitesh Nagjibhai Patel vs. Babbahi Nagjibhai Rabari & another**[1] and drew attention of this Court that potential earning capacity of an eight-year-

1 Civil Appeal No. 10278 of 2025, decided on 8th August, 2025.

old child cannot be ignored and that, at the very least, he would earn monthly income at the rate of unskilled worker.

11. Learned counsel appearing for the appellant/Insurance Company would submit that the offending vehicle, Truck bearing Registration No. CG-04G 1317, being a goods-carrying commercial vehicle, did not possess a valid and effective permit and Fitness Certificate on the date of the accident and the driver of the offending vehicle was not having valid and effective driving licence to the said vehicle. He submits that Insurance Policy (Ex.D-28) issued by the Insurance Company in favour of the owner of the vehicle i.e. Smt. Usha Jain was not the comprehensive policy but it is the 'act only policy, which has duly been proved by examining witness Ritesh Kumar Rahangdale (DW-2) – Administrative Officer of the Insurance Company and, therefore, the finding recorded by the Claims Tribunal fastening the liability of payment of compensation upon the appellant/Insurance Company deserves to be set aside. He further submits that the act only policy issued by the appellant/Insurance Company in favour of the original owner was not covered the risk of pillion rider sitting in the vehicle. He places reliance upon the judgment of Full Bench of the High Court of Kerala at Ernakulam in the matter of **Pareed Pillai vs. Oriental Insurance Company Limited**[2] in support of his submission. In the instant case, the offending vehicle was not having a valid and effective Permit and Fitness Certificate on the date of the accident, constituting a

2 MACA No. 2030 of 2015 and other connected cases, decided on 09.10.2018.

fundamental breach of the terms and conditions of the insurance policy.

12. Per contra, learned counsels appearing for the respondents No. 2 & 3 respectively submitted that the appellant/insurance company failed to prove the fact that respondent No. 3, owner of the offending vehicle, was not holding a valid permit /fitness certificate on the date of accident by proving and exhibiting the permit, and therefore, the Tribunal has not committed any error in holding the appellant/insurance company liable for payment of compensation.

13. I have heard learned counsel appearing for the parties and perused the record of the Claims Tribunal, including the impugned award, the evidence adduced by the parties and the grounds raised in the appeal as well as the cross-appeal/cross-objection.

14. The first question that arises for consideration is whether the learned Claims Tribunal has committed any illegality in fastening the liability to pay compensation upon the appellant/Insurance Company.

15. The question as to whether the absence of, or expiry of, a valid fitness certificate or permit in respect of the offending vehicle constitutes a fundamental breach of the insurance policy, thereby entitling the insurer to avoid its liability, came up for consideration before the Full Bench of the Kerala High Court in ***Augustine V.M. v. Ayyappankutty and Others***[3], wherein the Court observed as follows:-

> "11……...However, if such a vehicle is used only for the permitted

3 M.A.C.A. Nos. 2526 of 2009 & 2507 of 2010, decided on 4th March, 2015.

> purpose, and the accident occurs when the permit or fitness certificate ceased to exist, it amounts to a technical violation only, which will not entitle the insurer to disown the liability to third parties. For avoiding the liability relying on Section 149(2)(a)(i)(c), the insurer should plead and prove that the offending vehicle was used for a purpose not authorised by the permit. ……. We are of the definite view that **Thara v. Syamala**[4] does not lay down the correct law……"

16. The same view has been reiterated and followed by this Court in the matter of **Saleem Chandrakar Vs. Mohd. Saleem**[5].

17. In the instant case, the principal defence raised by the appellant/Insurance Company is that the offending vehicle did not possess a valid and effective permit and fitness certificate on the date of the accident. However, the material available on record indicates that respondent No. 2 was not using the offending vehicle for the purpose of public transportation at the relevant time but was returning the vehicle after getting it repaired at a motor garage.

18. It is not in dispute that offending vehicle did not possess a valid and effective Permit and Fitness Certificate on the date of the accident. The requirement of a fitness certificate must be examined in

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4 2009 (2) KHC 706

5 M.A. (C) No. 1251 of 2017, decided on 26.09.2017

the context of the condition of the vehicle and the purpose for which it was being operated. Where a vehicle is taken for repairs and is being returned after completion of such repairs, the question of its fitness for use on a public road must be considered in the light of the applicable statutory provisions and the evidence on record. Similarly, the requirement of a permit under Section 66 of the Motor Vehicles Act, 1988, must be examined with reference to the nature and purpose of the journey undertaken by the vehicle at the relevant time.

19. In the present case, the circumstances indicate that the offending vehicle was being driven after repairs and was not being operated for the purpose of carrying goods in the ordinary course of commercial transportation. However, merely because the offending vehicle was being driven back after repairs from a motor garage, rather than being used for public transportation, it cannot be exempted from the statutory requirements of the Motor Vehicles Act, 1988. The vehicle was still required to possess a valid and effective Permit and Fitness Certificate, as mandated under Sections 66 and 56 of the Act. Section 66 imposes a statutory obligation upon the owner to ensure that the transport vehicle is operated in accordance with the requisite permit, while Section 56 provides that a transport vehicle shall not be deemed to be validly registered for the purposes of Section 39 unless it carries a valid Certificate of Fitness. Therefore, the absence of such mandatory statutory documents constitutes a violation of the provisions of the Act.

20. In the matter of **Pareed Pillai vs. Oriental Insurance Company Limited(supra)** full Bench of the Kerala High Court held as under:-

> 15. ……..., fitness of a vehicle, to be used as a transport vehicle, is of paramount importance. The necessity to have 'Fitness Certificate' is prescribed under Section 56 of the Act. Sub- section (1) of Section 56 clearly stipulates that, a transport vehicle [subject to the provisions of Section 59 (power to fix the age limit of motor vehicle) and Section 60 (registration of the vehicles belonging to the Central Government)] shall not be deemed to be validly registered for the purpose of Section 39, unless it carries a 'Certificate of Fitness' as prescribed……..."

21. In the matter of ***Chandresh Kumar Agrawal Vs. Yogendra Kumar Shrivastava***[6]**,** learned Single Bench of the Allahabad High Court has held as under :-

> "15. I have considered the arguments advanced on behalf of the parties on this point and find force in the contention of the learned counsel for the Insurance Company. The owner of the truck came to the Tribunal with clear allegations that the vehicle was being repaired at Gorakhpur on the date in question and all documents including permit, certificate of fitness, etc. had been surrendered in the office of the R.T.O. at Gorakhpur. It is, therefore, clear that the truck in question was being driven by the driver on the road in an unauthorized manner and against the terms and conditions of the policy and caused accident. Section 76 of the new Act (Section 42 of the old Act) clearly provides that no owner of a transport vehicle shall use or permit the use of the vehicle in any public place except in accordance with the conditions of a permit granted or countersigned by a Regional or State Transport Authority. It means plying of a transport vehicle on the road without valid permit and certificate of fitness is prohibited under the law. It was clearly held by the Apex Court

6 2005 AIHC 2329

> that a person without permit to ply a vehicle cannot be placed at a better pedestal vis-a-vis one who has a permit, but has violated any condition thereof. Plying of a vehicle without a permit is an infraction. Therefore, In terms of Section 149(2) defence is available to the insurer on that aspect. It was also held that the question of policy being operative had no relevance for the issue regarding liability of insurer. Therefore, in view of the clear law laid down by the Apex Court recently in such matters, I am clearly of the opinion that the learned Tribunal committed no error of law in fastening liability to pay compensation on the owner of the vehicle. I find no good ground to interfere with the finding recorded by the Tribunal on this point and it is held that owner of the truck in question is liable to satisfy the claimant."

22. In view of the foregoing discussion, it is established that the offending vehicle was being driven without a valid Permit and Fitness Certificate, in violation of the statutory requirements and the terms and conditions of the insurance policy. The fact that the vehicle was returning from a garage after repairs does not exempt the owner from complying with these requirements merely because it was not being used for commercial or transport purposes at that time. It was the responsibility of the owner to ensure that all valid documents were in place before allowing the vehicle to ply on a public road. Therefore, the absence of the requisite Permit and Fitness Certificate amounts to a violation of the statutory provisions of the Motor Vehicles Act, 1988 and the relevant policy conditions.

23. The next question for consideration is whether the claimant is entitled to enhancement of compensation, as sought in the cross-appeal/cross-objection. Learned counsel appearing for the claimant

has submitted that, at the time of the accident, the claimant was only eight years of age and sustained grievous injuries, resulting in the amputation of his right leg below the knee. It has further been submitted that the claimant remained hospitalized at Narayana Hospital, Raipur, from 25.03.2015 to 15.06.2015 and incurred medical expenses of approximately ₹7,00,000/-. According to learned counsel, the learned Claims Tribunal erred in assessing the permanent disability at 30%, despite the disability certificate (Ex. P-4) indicating disability to the extent of 45%, and consequently awarded inadequate compensation.

24. There can be no dispute that the claimant sustained serious injuries in the accident, but there is no material on record to establish that the claimant's right leg was amputated below the knee, although the learned Claims Tribunal assessed 30% permanent disability in relation to the whole body. The consequences of such an injury are particularly grave when suffered by a child of tender age, as the disability may affect not only his physical mobility but also his education, future employment prospects, independence and enjoyment of life. The assessment of compensation in such circumstances must be guided by the settled principles of just and reasonable compensation, having due regard to the nature and extent of the injuries, the permanent disability suffered, the medical expenses incurred and the non-pecuniary losses arising from the injury.

25. It is also well settled that the percentage of physical disability assessed by a medical practitioner cannot, in every case, be treated

as equivalent to the percentage of functional disability. The effect of the disability upon the claimant's future earning capacity and ability to lead a normal life must be assessed in the light of the nature of the injury, the claimant's age and the evidence available on record. Accordingly, the assessment of compensation must be based on the evidence as a whole in respect of earning capacity and not merely on the percentage of permanent physical disability recorded in the disability certificate.

26. The Supreme Court in case of **Raj Kumar v. Ajay Kumar and Another**[7] has held : the extent of disability of a limb (or part of body) expressed in terms of a percentage of the total functions of that limb, obviously cannot be assumed to be the extent of disability of the whole body. Where the claimant suffers a permanent disability as a result of injuries, the assessment of compensation under the head of loss of future earning would depend upon the effect and impact of such permanent disability on his earning capacity. The Tribunal should not mechanically apply the percentage of permanent disability as the percentage of economic loss or loss of earning capacity. What requires to be assessed by the Tribunal is the effect of the permanent disability on the earning capacity of the injured; and after assessing the loss of earning capacity in terms of a percentage of the income, it has to be quantified in terms of money, to arrive at the future loss of earnings.

27. On the issue of determining the monthly income of the minor respondent No. 1/claimant, this Court is inclined to interfere with the

7 2011 (1) SCC 343

award passed by the Claims Tribunal. In the present case, it is evident that the Claims Tribunal has failed to take into consideration the monthly income of the claimant while assessing the quantum of compensation. It is a well-settled principle of law that a minor child who sustains permanent disability in a motor vehicle accident cannot be equated with a non-earning individual merely on the ground that the child was not engaged in any gainful employment at the time of the accident. Such an approach would fail to adequately account for the loss of future earning capacity occasioned by the permanent disability. Accordingly, while assessing compensation under the head of loss of income, the notional income of the minor claimant ought to be determined by adopting, at the very least, the minimum wages prescribed for unskilled workman under the applicable notification issued by the competent authority of the State concerned for the relevant period.. The said observation was rendered by Hon'ble Supreme Court in the matter of **Kajal v. Jagdish Chand and Ors.**[8] and **Baby Sakshi Greola v. Manzoor Ahmad Simon and Anr.**[9]

28. Adverting to the facts at hand, the respondent No. 1-claimant was an 8- year-old child at the time of the accident. In view of the above exposition of law, this Court must advert to the prevailing minimum wages, which for the un-skilled one, as in the year of accident, i.e., 2018, in State of Chhattisgarh minimum wages for un-skilled one is 7,930/- per month, therefore, in the interest of justice,

8 (2020) 4 SCC 413

9 2024 SCC OnLine SC 3692

this Court deem it appropriate to determine the income of the minor claimant/respondent No. 1 as Rs.7,930/- per month.

29. Coming to the assessment of disability suffered by the minor claimant, he sustained severe injuries to his right leg, resulting in a disability that renders him unable to walk or move about properly. Upon examination of the disability certificate and other medical documents, as also considering the nature, extent and impact of the injuries sustained by the claimant, the Claims Tribunal in para 22 of the impugned award, quantified the permanent disability of whole body of the claimant to the extent of 30%. This Court is also adopted the above percentage of disability, in terms of impact of earning capacity of minor claimant in view of the judgment of the Supreme Court in that matter of **Raj Kumar v. Ajay Kumar and Another (supra).**

30. Taking into account the direct correlation between the injuries sustained and the consequent loss of permanent disability suffered by the appellant of his entire body, this Court in agreement with the finding of the Claims Tribunal that the permanent disability stands rightly fixed at 30%.

31. In view of the aforesaid discussion, the compensation now payable to the claimant-respondent No. 1 would be recalculated as under:-

Sl. No.	**Heads**	**Calculation (in rupees)**
01.	Income of the claimant	Rs. 7,930/- per month i.e. Rs. 95,160/- per annum
02.	40% of (i) above to be added towards future prospects.	Rs.95,160/- +Rs. 38,064/-= Rs.1,33,224/-
2A	Percentage of disability {30 % of Rs.1,33,224/-), as assessed by the Claims Tribunal.	Rs.39,967/-
03.	Multiplier of 18 to be applied, as per judgment of the Supreme Court in the matter of ***National Insurance Company vs. Pranay Sethi***, reported in *(2017) 16 SCC 680*	Rs.39,967 x 18 = Rs. 7,19,406/-
04.	Medical expenses in respect of pain & suffering, physical and mental agone, inconvenience and deprivation of comforts due to temporary disability	Rs.3,00,000/-, as awarded by the Claims Tribunal
05.	For Attendants	Rs.90,400/-, as awarded by the Claims Tribunal.
06	For Medical expenses	Rs.5,37,047/-, as awarded by the Claims Tribunal.
07	For transportation	Rs. 30,000/-, as

		awarded by the Claims Tribunal.
04.	For future treatment	Rs.50,000/-, as awarded by the Claims Tribunal.
05.	For nutritious food	Rs.25,000/-, as awarded by the Claims Tribunal.
	Total compensation	**Rs.17,51,853/-**

32. In view of foregoing, cross-appeal /cross objection filed by the respondent No. 1-claimant is allowed in part. The compensation of Rs. 10,32,447/-awarded by the Tribunal is enhanced to Rs.17,51,853/-. The claimant is entitled for a further sum of ***Rs. 7,19,406/-*** [Rs.17,51,853/- - Rs. 10,32,447]. Remaining terms & condition of the award of Claims Tribunal shall remain intact.

33. The Appellant/ Oriental Insurance Company Limited is granted two months' time to deposit enhanced amount of compensation of **Rs. 7,19,406/-** along with aforesaid interest before the concerned Claims Tribunal. No order as to costs.

34. In view of forgoing, the appeal filed by the appellant-Insurance Company is allowed in part. Part of award by which the insurance company has been held liable for payment of compensation is set aside and instead, the claimant is entitled for compensation against the respondent No. 3 i.e. owner of the offending vehicle. The appellant/Insurance Company is directed to first pay the award

amount to the claimant and then to recover it from the respondent No. 3 (owner of offending vehicle) in accordance with law.

35. *Whereas* cross-appeal/ cross-objection filed by the respondent No. 1-claimant is also allowed in part to the extent that the above enhanced amount shall be deposited in a Nationalized Bank till attaining the age of majority of the claimant.

Sd/-

(Santosh Sharma)
Judge

Dubey