

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/FIRST APPEAL NO. 613 of 2015****FOR APPROVAL AND SIGNATURE:****HONOURABLE MS. JUSTICE NISHA M. THAKORE**

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Approved for Reporting	Yes	No

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NATIONAL INSURANCE COMPANY LTD.

Versus

LEGAL HEIRS OF DECD. HITESH POKIYA & ORS.

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Appearance:

MR DAKSHESH MEHTA(2430) for the Appellant(s) No. 1

DELETED for the Defendant(s) No. 2,4,5

MR AMAR D MITHANI(484) for the Defendant(s) No. 1.1,1.2

MR.HIREN M MODI(3732) for the Defendant(s) No. 3

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CORAM:HONOURABLE MS. JUSTICE NISHA M. THAKORE**Date : 27/04/2026****ORAL JUDGMENT**

[1.] The present appeal is filed under Section 173 of the Motor Vehicles Act, 1988 (hereinafter to be referred as "the Act of 1988") at the instance of the original opponent no.3-National Insurance Company Ltd. (hereinafter to be referred as "Insurance Company"), being aggrieved and dissatisfied with the impugned judgment and award dated 17.12.2014 (hereinafter to be referred as "judgment and award") passed by the learned Motor Accident Claims

Tribunal (Auxi.)& Additional District Judge, Junagadh, in Claim Case No.348 of 2004.

[1.1] By the said impugned judgment and award, the Tribunal has partly allowed the claim petition preferred by the original claimants under Section 166 of the Act of 1988, holding them entitled to seek recovery of sum of Rs.6,73,000/- from the original opponent nos.1 to 3, jointly and severally, with interest at the rate of 9% per annum from the date of filing of the claim petition, till its actual realization with proportionate costs. Hence, the present appeal.

[2.] Considering the grounds raised in the appeal and the submissions made by learned advocate on record for the appellant-Insurance Company, this Court, vide order dated 08.12.2015, had admitted the appeal. In the Civil Application, this Court, by way of ad-interim relief, had stayed the impugned judgment and award on condition of deposit of the entire award amount before the concerned Tribunal. On the next date of hearing, considering the submissions made by learned advocate for the appellant, about deposit of the entire award amount with interest and costs, this Court had directed disbursement of 30% of the deposited award amount in favour of the original claimants and 70% was directed to be invested, till the final disposal of the appeal.

[3.] The record suggests that the respondents have been duly served with the notice of admission of appeal; however, pending the appeal, the respondent nos.2,4 and 5 have been deleted from the array of the parties. Learned advocate Mr. Amar D. Mithani has entered appearance on behalf of respondent nos.1.1 and 1.2-original claimants and learned advocate Mr. Hiren Modi has entered appearance on behalf of respondent no.3-owner of the vehicle.

[4.] With the able assistance of learned advocates on record for the respective parties, the appeal is heard finally and decided by this judgment.

[5.] Mr. Rushang D. Mehta learned advocate has appeared virtually on behalf of Mr. Dakshesh Mehta, learned advocate for the appellant-Insurance Company and has submitted that the appeal is filed mainly on the ground of the liability of the Insurance Company being wrongly fixed to pay the amount of compensation to the claimants. Referring to the written statement (Exh.24) filed by the opponent no.3-Insurance Company, he submitted that specific defense that the driver of their insured vehicle was not holding any valid and effective driving licence at the time of the accident. Learned advocate has placed reliance upon the recent decision of the Hon'ble Supreme Court in the case of **Bajaj Alliance General Insurance Co.**

Ltd. vs. Rambha Devi and Ors. reported in **2025 (3) SCC 95**, and has submitted that the issue of non holding of valid and effective driving licence without any separate endorsement to drive the transport vehicle, is no more *res integra*.

[5.1] Assailing the findings and reasons assigned by the Tribunal on the issue of liability, learned advocate has pointed out that though the driving licence was produced at Exh.86, it was issued only on 07.11.2003 whereas the accident has taken place on 01.11.2003. On bare appreciation of the contents of the aforesaid driving licence, it is evident that, for non-transport vehicle, the validity period was indicated from 25.11.2009 to 24.11.2014, and for transport vehicle, the validity period was indicated from 25.11.2009 to 24.11.2012. The driving licence produced on record at Exh.86, therefore clearly suggests that the said driving licence was issued for LMV (non-transport category vehicle), valid between the period from 14.10.2003 to 24.11.2014. Considering these undisputed facts, it has been established on record that at the time of the accident, on 01.11.2003, the driver of their insured was not holding any license to drive a transport vehicle and the same contributed to the accident. With such circumstances being emerged on record, the Insurance Company ought to have been exonerated from its liability to pay the

amount of compensation.

[5.2] On the quantum of compensation, the learned advocate has submitted that the Tribunal committed grave error in applying the deduction of 1/3rd instead of 50%, ignoring the fact that the deceased was aged 19 years at the time of the accident, and was unmarried. The claimants being the parents of the deceased, in view of the well settled principles laid down by the Hon'ble Supreme Court in the case of **Sarla Verma & Ors vs Delhi Transport Corp.& Anr** reported in **(2009) 6 SCC 121**, the appropriate deduction to be applied, would be 50% towards the personal and living expenses of the deceased.

[5.3] By making aforesaid submissions, learned advocate has urged this Court to allow the appeal and to quash and set aside the impugned judgment and award, by exonerating the appellant-Insurance Company from its liability to pay any amount of compensation, or alternatively, to modify the impugned judgment and award by appropriately reducing the quantum of compensation.

[6.] Learned advocate Mr. Aditya Mistry has appeared for Mr. Amar D. Mithani, learned advocate on record for respondent nos.1.1 and 1.2-original claimants. He has vehemently objected to the

aforesaid submissions made by learned advocate on record for the appellant- Insurance Company.

[6.1] It was submitted that the holding of valid and effective license at the most is the *interse* dispute between the insurer and insured for which the claimants being stranger to the contract may not suffer. The attention of this Court was invited to the relevant documents produced on record at Exh. 74, 78, 84, 85 and 86, to show that the driver of the dumper was a trained driver. It was therefore submitted that only for an intergennum period, during the time of accident the driver of the offending vehicle was lacking necessary renewal of the authority to drive a transport vehicle, however, the same itself is not sufficient to conclude that mere absence of the driving license has led to occurrence of accident and the insurance company has proved the owner having failed to verify the same, there is breach of terms and conditions of policy..

[6.2] The attention of this Court was invited to the relevant observations of the Hon'ble Supreme Court in the case of **National Insurance Co. Ltd. v. Swaran Singh, (2004) 3 SCC 297**, and has submitted that the insurance company was not required to prove the defense raised about non holding of any license but were also under obligation to establish that the same has led to breach of terms and

conditions of policy and was root cause of accident. It was further submitted that in absence of any officer from the RTO being examined as witness or any independent evidence being led in this regard, the insurance company has miserably failed to prove their defense beyond doubt. According to the learned advocate, applying the ratio laid down by the Hon'ble Supreme Court in the aforesaid decision, the appeal is required to be dismissed.

[6.3] The reliance was placed on a decision of the learned Single Judge of this Court in the case of **New India Assurance Co. Ltd. vs. Nirmalaben Ghanshyambhai Bhatiya 2024 (0) AIJEL- HC 249742** to contend that the insurance company cannot be absolved from its liability to pay compensation where it fails to prove breach of policy conditions. Mere production of RTO extract itself is not sufficient as it does not establish that the owner of the vehicle had knowledge that the driver lacked a valid license. A similar view has also been expressed in the case of **Raval Rameshbhai Somabhai vs. Dipeshkumar Babubhai Patel**, reported in **2024 (0) AIJEL-HC 249399**.

[6.4] Alternatively, learned advocate has submitted that appropriate orders of pay and recovery may be passed to protect the interest of the claimants who are otherwise victims of accident

awaiting compensation. The attention of this Court was invited to the 'avoidance clause' appearing in the policy. The reliance was placed on the decision of this court in the case of **New India Assurance Co. Ltd. vs. Leelaben Maheshbhai Prajapati & Ors., First Appeal no. 1608 of 2015 with cross objections no. 8 of 2016**, Common Oral Judgement dated 24.03.2026.

[6.5] On the quantum of compensation, the learned advocate has submitted that, considering the fact that the deceased was survived by both the parents, the Tribunal has rightly considered 1/3rd deduction, in the facts of the case. Learned advocate has further urged this Court to consider the settled principles laid down by the Hon'ble Supreme Court in landmark decision in the case of **National Insurance Company Ltd. vs. Pranay Sethi and Others** reported in **(2017) 16 SCC 680**, to award just and fair amount of compensation. It was submitted that, though no separate appeal or cross-objection has been preferred by the claimants; since, the issue of quantum of compensation has been raised by the appellant-Insurance Company in the present appeal, this Court can always invoke the powers conferred under Order XLIII Rule 33 of the Code of Civil Procedure, 1908, to do complete justice in order to meet with the core object of awarding just and proper compensation.

[6.6] According to the learned advocate, the claimants, who are the parents of the deceased, shall be entitled to a filial consortium of Rs.48,400/- each. The Tribunal has further lost sight of the amount of compensation under the head of loss of estate, to be considered in fatal accident cases. Learned advocate has, therefore, prayed to reconsider the amount of compensation under the head of loss of estate as well as towards funeral expenses, which is otherwise confined to Rs.5,000/-.

[6.7] By making aforesaid submissions, learned advocate has, therefore, prayed for dismissal of the appeal, and to consider the enhancement of amount of compensation under the aforesaid heads in case, if the Court is accepting the submissions made by learned advocate on the issue of quantum of compensation.

[7.] Learned advocate Mr. Hiren Modi appearing for the respondent no.3-owner of the vehicle, has mainly relied upon the findings and reasons assigned by the Tribunal, and has objected to the submissions made by learned advocate for the appellant-Insurance Company. He has supported the arguments made by learned advocates for the original claimants and, has urged this Court to dismiss the appeal.

[8.] I have heard learned advocates for the respective parties and carefully considered their arguments in light of the findings and reasons assigned by the Tribunal. I have appreciated the evidence on record. The short question, which arises for consideration of this Court in the present appeal is, as to whether the Tribunal committed any error in deciding the claim petition preferred under Section 166 of the Act of 1988, in the facts of the case and the evidence on record?

[9.] Before advertng to the merits of the appeal, it would be appropriate to note that the foundational facts, as regards the occurrence of the accident, the injury sustained by the deceased in the vehicular accident and the issue of negligence, as decided by the Tribunal, have attained finality, in absence of any challenge being made by either of the parties.

[10.] On merits, at the outset, it would be appropriate to consider the issue of the liability raised by the appellant-Insurance Company. I have carefully considered the findings and reasons assigned by the Tribunal, and have also perused the relevant documents on record, more particularly, the driving licence of the driver of the offending vehicle produced on record at Exh.86. As rightly noted by the Tribunal, it is evident that the driving licence was

issued by the licensing authority of the RTO Office, Surat, in favour of the driver of the offending vehicle on 10.07.2012.

[10.1] The contents of the smart card driving licence (Exh. 86) indicate that the licence was issued in favour of the said driver for LMV i.e. for non-transport vehicle, was valid from 14.10.2003 to 24.11.2014. The date of issuance of such driving licence indicated is 14.10.2003. It further transpires that the licence to drive a transport vehicle, has also been subsequently availed, which was issued on the 09.12.2009.

[11.] Having noted the aforesaid validity period of the driving licence, if the argument of the learned advocate for the appellant insurance company and the for the claimants is to be tested on touchstone of the judgment of the Hon'ble Supreme Court in the case of **Rambha Devi (supra)**, it is required to be ascertain as to whether mere non holding of HGV license goes to the root cause of the accident?. In the case of **Rambha Devi (supra)**, the pivotal legal issue arose before the Bench of Five Judges to decide the reference as to whether under the existing legal framework of the Motor Vehicles Act, 1988, and the Central Motor Vehicle Rules, 1989, a person holding a license for a 'Light Motor Vehicle' class, can drive a 'Transport

Vehicle' without a specific endorsement, provided the 'Gross Vehicle Weight' of the vehicle does not exceed 7,500 kgs?

[11.1] The reference was answered by the Larger Bench of the Supreme Court, holding that the term "light motor vehicle" *inter alia* means a "transport vehicle". The use of the word "means" is crucial, which suggests specifics. Interpreting the term "mean", the Larger Bench held that the legislatures did not wish to maintain a distinction between the two classes of vehicles, and has, therefore, found it explicit by observing that the specific definition did not leave any room for ambiguity. The Court did not take into consideration the argument that a driving licence issued for a particular class is limited, and the intention of the legislature was to exclude the transport vehicles falling within the LMV class. Accordingly, it was held that the correct way to view the legal implication would be that the "transport vehicles" mentioned in Section 10 would cover only those vehicles whose gross vehicle weight was above 7,500 kgs. It was, therefore, held that the driver of a light motor vehicle is not *per se* disentitled to acquire a licence for a 'Transport Vehicle' class, for driving vehicles above the weight of 7,500 kgs or those classes which do not fall in the definition of Light Motor Vehicle under Section 2(21). Thus, following the aforesaid ratio and the facts of that case, the argument of the

learned advocate for the appellant- Insurance Company deserves consideration. It is required to be noted that the RC book of the offending vehicle has been produced on record at EXh. 75, wherein the class of vehicle is described as HGV Dumper means it is classified as Heavy Goods Vehicle. Further, it reveals that the gross vehicle weight of the said vehicle at the time of registration is mentioned as 15660 kgs. Whereas the unladen weight indicated is 5960 kgs. Bearing in mind the aforesaid features of the vehicle, if one looks at relevant provisions of the Act, 1988, section 2(16) " Heavy Goods Vehicle " has been defined as any goods carriage the gross weight of which, or a tractor or a road roller the unladen weight of either of which, exceeds 12,000 kilograms. Having noted the aforesaid provisions, in my view though the driver of the offending vehicle was holding LMV license however, a separate endorsement confirming license to drive Transport vehicle like dumper was required. Admittedly, on the license to drive heavy goods vehicles exceeding 12,000 kgs., as in the case of offending vehicle, there was no such license in existence as on the date of the accident. At the same time, on appreciation of the documents produced on record at Exhs. 74, 78, 84, 85 and 86, as relied upon by learned advocates for the claimants, the following particulars emerges as regards validity period and the authorisation to drive a particular class of vehicle:

Sr. No.	Exh.	Particulars	Validity
1.	46	Hiteshbhai Pokiya (Claimant Driving Licence for MC-Motorcycle)	NA
2.	74	Deshle Shantaram Pandurang (Res. No. 2 Licence for LMV, MG, HGV)	07.11.2003 to 06.11.2008
3.	78	Deshle Shantaram Pandurang (Res. No. 2 Licence for HMV) issued on dtd.	14.10.1983 to 12.07.2003
4.	84	Deshle Shantaram Pandurang (Res. No. 2 Licence for LMV)	14.10.2003 to 24.11.2014
5.	85	Deshle Shantaram Pandurang (Res. No. 2 Licence for Non-Transport Vehicle & Transport Vehicle	25.11.2009 to 24.11.2014 25.11.2009 to 24.11.2012
6.	86	Deshle Shantaram Pandurang (Res. No. 2 Licence for LMV, MG, HGV) Issued on dated:	07.11.2003 to 06.11.2006

[11.2] Thus, it can be noted that the driver was issued a license to drive an HMV (Heavy Motor Vehicle) vehicle for the first time in 1983 with a validity period from 15.10.1983 to 12.07.2003 for a period of 30 years. With the gap of three months, the said driver had secured an LMV license with a validity period from 14.10.2003 to 24.11.2003. As against that, the Non Transport vehicle license was secured from 25.11.2009 to 24.11.2014 and for Transport vehicles between 25.11.2009 to 24.11.2012. The smart card license suggests a valid license for LMV, MG and HGV from 07.11.2003 to 06.11.2006.

Whereas the accident had taken place on 01.11.2003. It is evident therefore that the driver of the dumper was only holding an LMV license and was not holding any license to drive a Transport vehicle like a dumper. With such evidence on record, in my opinion the insurance company has proved his defense of absence of valid and effective driving license by the driver of the offending vehicle at the time of accident.

[11.3] However, as rightly submitted by learned advocate for the claimants the subliminal question which arises is as to whether the appellant insurance company has discharged its burden to prove that the owner of the vehicle as cautiously permitted the driver of the dumper to use the vehicle even knowingly that he was not holding valid and effective driving license to drive heavy goods vehicle like dumper. In order to inquire into aforesaid aspects, appropriate would be to look into relevant observations made by Hon'ble Supreme Court in the case of **Swaran Singh** (supra). On the question related, the Court held as under :

“WHEN THE PERSON HAS BEEN GRANTED LICENCE FOR ONE TYPE OF VEHICLE BUT AT THE RELEVANT TIME HE WAS DRIVING ANOTHER TYPE OF VEHICLE :

Section 10 of the Act provides for forms and contents of licences to drive. The licence has to be granted in the prescribed form. Thus, a

licence to drive a light motor vehicle would entitle the holder there to drive the vehicle falling within that class or description.

Section 3 of the Act casts an obligation on a driver to hold an effective driving licence for the type of vehicle which he intends to drive. Section 10 of the Act enables Central Government to prescribe forms of driving licences for various categories of vehicles mentioned in sub-section (2) of said section. The various types of vehicles described for which a driver may obtain a licence for one or more of them are (a) Motorcycle without gear, (b) motorcycle with gear, (c) invalid carriage, (d) light motor vehicle, (e) transport vehicle, (f) road roller and (g) motor vehicle of other specified description. The definition clause in Section 2 of the Act defines various categories of vehicles which are covered in broad types mentioned in sub-section (2) of Section 10. They are 'goods carriage', 'heavy-goods vehicle', 'heavy passenger motor-vehicle', 'invalid carriage', 'light motor-vehicle', 'maxi-cab', 'medium goods vehicle', 'medium passenger motor-vehicle', 'motor-cab', 'motorcycle', 'omnibus', 'private service vehicle', 'semi-trailer', 'tourist vehicle', 'tractor', 'trailer', and 'transport vehicle'. In claims for compensation for accidents, various kinds of breaches with regard to the conditions of driving licences arise for consideration before the Tribunal. A person possessing a driving licence for 'motorcycle without gear', for which he has no licence. Cases may also arise where a holder of driving licence for 'light motor vehicle' is found to be driving a 'maxi-cab', 'motor-cab' or 'omnibus' for which he has no licence. In each case on evidence led before the tribunal, a decision has to be taken whether the fact of the driver possessing licence for one type of vehicle but found driving another type of vehicle, was the main or contributory cause of accident. If on facts, it is found that accident was caused solely because of some

other unforeseen or intervening causes like mechanical failures and similar other causes having no nexus with driver not possessing requisite type of licence, the insurer will not be allowed to avoid its liability merely for technical breach of conditions concerning driving licence.

We have construed and determined the scope of sub-clause (ii) of sub-section(2) of section 149 of the Act. Minor breaches of licence conditions, such as want of medical fitness certificate, requirement about age of the driver and the like not found to have been the direct cause of the accident, would be treated as minor breaches of inconsequential deviation in the matter of use of vehicles. Such minor and inconsequential deviations with regard to licensing conditions would not constitute sufficient ground to deny the benefit of coverage of insurance to the third parties.

On all pleas of breach of licensing conditions taken by the insurer, it would be open to the tribunal to adjudicate the claim and decide inter se liability of insurer and insured; although where such adjudication is likely to entail undue delay in decision of the claim of the victim, the tribunal in its discretion may relegate the insurer to seek its remedy of reimbursement from the insured in the civil court.”

[11.4] Considering the aforesaid principles, if one looks at the particulars of license issued to the driver, as evident from Exh. 78, he was found competent to drive HMV i.e. heavy motor vehicle in 1983 and such license was in force for period of 30 years and had expired 12.07.2003 which was approximately four months before the accident dated 01.11.2003. Subsequently, he had secured a license for

transport vehicles on 07.11.2003 as evident from the smart card at Exh. 86. Which is 6 days after the accident. The fact remains that driver had wide experience to drive heavy motor vehicle and therefore in absence of any nexus established by the appellant insurance company to remotely suggest that non holding of license has led to accident, this Court finds no good reason to exonerate insurance company from its liability to indemnify the insurer as well as to compensate the victims of the accident. Further, there is no evidence on record to suggest that the owner had failed to inquire into the holding of valid and effective license by the driver at the time of accident before handing over the vehicle. For the foregoing reasons, the appeal on grounds of the liability is meritless and fails.

[12.] This brings me to the issue of the quantum of compensation. The core contention, which has been raised by the learned advocate for the appellant- Insurance Company, is that the Tribunal committed a grave error in applying 1/3rd deduction instead of one-half in the particular facts of the case. I have carefully considered the well settled principles laid down by the Supreme Court in the case of **Sarla Verma (supra)**. As rightly submitted by learned advocate for the appellant- Insurance Company, the Hon'ble Supreme Court, from paragraph 30 onwards, has laid down the

guidelines as regards the deduction to be made towards personal and living expenses on the basis of units. Considering the fact that the deceased was unmarried and the claimants are the parents, as held by the Supreme Court in the aforesaid decision, in absence of any exceptional circumstances being brought on record, it would be appropriate to apply 50% deduction towards the personal and living expenses of the deceased. In absence of any challenge being made to the income of the deceased being fixed as Rs.3,000/-, considering the settled principles laid down by the Supreme Court in the case of **Pranay Sethi (*supra*)**, and the age of the deceased being determined as 19 years, the addition of 40% rise is required to be applied in the facts of the case. Thus, the prospective income of the deceased is, therefore, determined as Rs. 4,200/- (Rs.3,000/- + 40%). Considering the fact that the deceased was survived by the parents and was unmarried, applying 50% deduction towards personal and living expenses, the loss of income suffered by the claimants, is determined as Rs. 2,100/-per month (Rs. 4,200 x 50%). The Tribunal has rightly applied a multiplier of 18, considering the age of the deceased was in the age group of 15 to 20. Considering the aforesaid components, the dependency loss is re-determined as Rs. 4,53,600/- (Rs.2100 x12x18).

[13.] This brings me to the amount of compensation awarded under the conventional heads. As fairly pointed out by learned

advocate for the respondents-original claimants, no appeal has been preferred by the respondents-original claimants against the impugned judgment and award; however, considering the fact that the appellant-Insurance Company has disputed the quantum of compensation in the facts of the case and the evidence brought on record, in order to do complete justice and bearing in mind the beneficial legislation, this Court is inclined to re-consider the amount of compensation awarded under the conventional heads, in light of the well-settled principles laid down by the Supreme Court in the case of **Pranay Sethi (*supra*)**. Admittedly, the claimants are the parents of the deceased, and therefore, are entitled to compensation under the head of loss of consortium. Considering the judgment of the Supreme Court in the case of **Magma General Insurance Co. Ltd vs Nanu Ram Alias Chuhru Ram** reported in **AIR ONLINE 2018 SC 1249**, both the parents shall be entitled to an amount of Rs. 48,400/- each towards loss of consortium. As rightly submitted by the learned advocate for the respondents-original claimants, the Tribunal lost complete sight of the amount to be considered under the head of loss of estate as well. Applying the aforesaid principles in the facts of the case, the original claimants are held entitled to an amount of Rs. 18,150/- under the head of loss of estate. Similarly, the amount of compensation awarded under the head of funeral expenses, is re-determined as Rs. 18,150/-.

[14.] For the foregoing reasons, the amount of compensation awarded by the Tribunal by the impugned judgment and award is hereby re-appreciated and re-determined. The same is reproduced in tabular form hereunder:

Under the Head of	Compensation Awarded by the Tribunal in Rs.	Compensation Awarded by this Court in Rs.
Loss of Dependency	6,48,000/-	4,53,600/-
Loss of Consortium	20,000/-	96,800/-
Loss of Estate	NIL	18,150/-
Loss of Funeral Expenses	5,000/-	18,150/-
Total	6,73,000/-	5,86,700/-
Interest		9%

[15.] Thus, the original claimants are held entitled to seek recovery of sum of Rs. 5,86,700/- instead of Rs. 6,73,000/- as awarded by the Tribunal with interest at the rate of 9% from the date of filing of the claim petition, till its actual realization, from the original opponent nos.1 to 3, jointly and severally.

[16.] Resultantly, the First Appeal is partly allowed only on the ground of quantum of compensation. The impugned judgment and award dated 17.12.2014 passed by the learned Motor Accident Claims Tribunal (Auxi.)& Additional District Judge, Junagadh, in Claim Case

No.348 of 2004, is hereby modified by holding the original claimants entitled to seek recovery of sum of **Rs. 5,86,700/-** with interest at the rate of 9% from the original opponent nos.1 to 3, jointly and severally, till its actual realization.

[17.] Since the appeal is partly allowed, the appellant-Insurance Company shall be entitled to seek refund of **Rs. 86,300/-** with interest from the date of the deposit of the award amount, till its realization. Thus, the Tribunal, shall be at liberty to proceed with the release and disbursement of the entire award amount. After refund of the aforesaid amount in favour of the appellant-Insurance Company, the Tribunal is directed to release and disburse the award amount in favour of the original claimants equally, subject to due verification, strictly in accordance with the guidelines issued by the Hon'ble Supreme Court in this regard. While making the payment, the learned Tribunal shall deduct the Court Fees, if not paid, in accordance with prevailing Rule. Let the aforesaid exercise be undertaken by the Tribunal within a period of **Two Weeks** from the date of receipt of the certified copy of this order.

[18.] With these observations, the First Appeal stands disposed of in the aforesaid terms. Record and proceedings, if any,

are directed to be sent back to the concerned Tribunal forthwith along with the Writ of this judgment. The interim relief granted by this Court earlier, stands vacated forthwith, in view of the disposal of the First Appeal.

SUYASH SRIVASTAVA

(NISHA M. THAKORE,J)

Original copy of this order has been signed by the Hon'ble Judge.
Digitally signed by: SUYASH KUMAR SRIVASTAVA(HC01570), PRIVATE SECRETARY, at High Court of Gujarat on 27/04/2026 18:02:41