**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

1. FAO-6721-2011 (O&M)

New India Assurance Co. Ltd. ......Appellant(s)

vs.

Gajna and others ......Respondent

2. FAO-1124-2013 (O&M)

Gajna and ors. ......Appellants

vs.

Gurmail Singh and ors. ......Respondents

Date of Reserve: 24.02.2026
Date of Pronouncement: 12.03.2026
Uploaded on:- 17.03.2026

Whether only the operative part of the judgment is pronounced? No
Whether full judgment is pronounced? Yes

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. Mohit Khatkar for Mr. Rahul Deswal, Advocate
for the appellant (s) in FAO No. 1124-2013
and for respondent Nos. 1 to 6 in FAO No. 6721-2011.

Mr Sunil Kr. Sharma, Advocate
for respondent Nos. 1 and 2 in FAO No. 1124-2013
and for respondent Nos. 7 and 8 in FAO No. 6721-2011.

Mr. Vinod Gupta, Advocate
for the appellant in FAO No. 6721-2011
and for respondent No.3 in FAO No. 1124-2013.

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SUDEEPTI SHARMA J.

1. Both the appeals, as noticed above, are being disposed of by this common judgment, having arisen out of the impugned award dated 20.09.2011 passed by the learned Motor Accident Claims Tribunal, Patiala in the claim petition filed under Section 166 of the Motor Vehicles Act, 1988 (for short, 'the Tribunal'), whereby the claimants were awarded compensation to tune of Rs.7,28,560/- along

with interest @7.5% per annum and the Insurance company was held liable to pay the compensation to the claimants.

2. The appeal, i.e. FAO-6721-2011, has been preferred by the appellant-Insurance Company against the award dated 20.09.2011 passed by the learned Motor Accident Claims Tribunal, Patiala, whereby the claim petition filed by the respondent No.1 to 6/claimants was allowed and the appellant-Insurance company was held liable to pay the compensation to respondent No.1 to 6/claimants to the tune of Rs.7,28,560/- along with interest @ 7.5% per annum.

3. The appeal, i.e. FAO-1124-2013, has been preferred by the appellants/claimants against the Award dated 20.09.2011 passed by the learned Tribunal in the claim petition under Section 166 of the Motor Vehicles Act, 1988, for enhancement of compensation, granted to them to the tune of Rs.7,28,560/- along with interest at the rate of 7.5% per annum, on account of death of Babli Chauhan, occurred on 25.01.2008.

FACTS NOT IN DISPUTE

4. Brief facts of the case as per claim petition are that on 25.1.2008 deceased Babli Chauhan after observing road clear from traffic, crossed 35 ft wide two lanes of GT road meant for going vehicles from Delhi towards Amritsar. When he was at a distance of one feet from the divider, in the mean-time, a Logan car bearing registration No.PB-02AQ-0308 came from Delhi side which was being driven by Dilbagh Singh on the correct left hand side of the road. But a goods vehicle Tata 207 bearing registration No.HR-37-B-1120 came from Delhi side and the said Tata 207 was behind the car. Gurmail Singh was driving the said Tata 207 in a rash, negligent, carelessly and in a zig zag manner. He without caring less distance in between car and Babli Chauhan tried to over take the Logan car. In this process and in a negligent manner, respondent No.1 went on the extreme wrong

side of its lane near the divider and hit against Babli Chauhan with such a force that he was thrown on the divider constructed in between four lanes of GT road i.e. two lanes for going vehicles from Delhi side and due to the injuries suffered by Babli Chauhan, he died at the spot. Gurmail Singh did not stop his vehicle and he fled away after causing the accident. FIR No. 21 dated 25.01.2008 under Sections 279/304-A of IPC was registered in the said police station against Gurmail Singh.

5. Upon notice of the claim petition, respondents appeared and admitted the factum of compensation.

6. From the pleadings of the parties, the following issues were framed by the learned Tribunal :-

> *"1) Whether deceased Babli Chauhan had died in an accident caused by respondent No.1 while driving Tata 207 No. HR-37-B-1120 rashly and negligently on 25.1.2008 as alleged ?OPP*
> *2 Whether respondent no. I was not holding a valid driving licence at the time of alleged accident, if so its effect?OPR*
> *(3) Whether the claimants are entitled to compensation, if so to what amount and from whom?OPP*
> *(3A) Whether the Tata 207 No.HR-37-B-1120 was not holding valid route permit, registration certificate and fitness certificate at the time of alleged accident.? OPR-3*
> *(4) Relief."*

7. After taking into consideration the pleadings and the evidence on record, the learned Tribunal awarded compensation to the claimants. However, the appellant-Insurance Company was held liable to pay the compensation. Hence, the Insurance Company preferred appeal bearing FAO No. 6721-2011 challenging the award as well as quantum of compensation being on higher side. The claimants have also preferred FAO No. 1124-2013 seeking enhancement of the compensation amount awarded by the learned Tribunal. Hence, the present appeals.

SUBMISSION OF LEARNED COUNSEL FOR THE PARTIES.

8. Learned counsel for the appellant–Insurance Company (FAO No. 6721-2011) contends that FIR was lodged against unknown vehicle and after 03 months, the offending vehicle was planted and the claim petition was filed. He further contends that the driver and owner of the offending vehicle admitted the factum of the accident which shows that there is collusion between the driver and owner and the claimants. Further, Issue No. 3 (A) is not decided properly since driver of the offending vehicle never produced route permit. He, therefore prays that the present appeal be allowed.

9. Per contra, learned counsel for the claimants-respondent Nos. 1 to 6 (FAO No. 1124-2013) contends that the amount assessed by the learned Tribunal is on the lower side and deserves to be enhanced. Further, learned counsel appearing for respondent No. 1 to 6 contends that the RC filed by the respondent is proved and non production of route permit is not an offence under Section 66 of the Motor Vehicles Act. He, therefore contends that there is no infirmity in the decision passed by the learned Tribunal on Issue No. 3 (A).Therefore, he prays that the present appeal be allowed and compensation be enhanced as per latest law. He further prays that the appeal FAO No. 6721-2011 filed by the Insurance Company be also dismissed.

10. I have heard learned counsel for the parties and perused the whole records of the case.

11. Before proceeding further, it is relevant to reproduce the relevant portion of the award, which reads as under:-

> *"ISSUE NO.1*
>
> *7. So far as the factum of accident is concerned, same is not denied by respondents No.1 and 2 but they have taken the plea that the accident had taken place due to rash and negligence of the deceased*

himself. It is apposite to reproduce the relevant para No.24 of the written statement as under-

> *The driver of Tata-207 HR-37-B-1120 was driving the vehicle slowly and at the correct left hand side of the road by observing all the traffic rules, but it is submitted that the deceased who was in the drunkard condition was not following the traffic rules, inspite of the fact that the respondent no.1 tried his best to save the accident, the deceased who was in drunkard condition failed to comply with the traffic rules due to which the accident occurred."*

8. A bare perusal of this paragraph of the written statement transpires that the respondents No 1 and 2 have admitted the factum of accident. While appearing as R.W.4 Gurmail Singh had denied all these factors and has stated that a false case has been registered against him. He has taken the plea that he does not know English. He identified his signatures on the written statement but he did not know its contents. He further stated that he told his counsel that no accident took place with his vehicle but this fact is not mentioned in the written statement by his counsel. In fact, RW 4 deposed against his pleadings. He never sought the amendment of the written statement. Surprisingly, the written statement has been verified by him as well as co-respondent Sajjan Singh. The admission made in the pleadings cannot be withdrawwn merely by saying that his counsel had not read over its contents to him. Apart form it, he admitted that he is facing trial before Learned Judicial Magistrate Ist Class, Ambala for the offence under sections 304-A/279 of the Indian Penal Code for causing death of Babli Chauhan.

9. The learned counsel for insurance company has vehemently contended that in the FIR the number of the offending vehicle is not mentioned, rather it is mentioned that some unknown vehicle had struck against the deceased Babli Chauhan. The learned counsel for the insurance company has placed reliance upon the following case law:

> ***2001(3) Punjab Law Reporter 125 (Punjab and Haryanaj Ram Karan son of Shri Nand Lal and others Vs Zile Singh son of Shri Partap Singh and others.***

2001(1) Punjab Law Reporter 391 (Punjab and Haryana) Smt.Chand Kaur and others Vs Mohinder Singh and others

I have considered this contention but it does not carry much water. Dilbagh Singh P.W.2 has fully corroborated the case of the claimants. He has narrated the details of the occurrence. He was cross-examined at length but nothing could be elicited which could establish that his evidence is in any way false, The respondents has produced R.W.1 Ishwar Chand who produce the record from GRP Police Station Ambala and he placed on record its photostat copies Ex.R 3 and Ex.R4. He admitted that Babli Chauhan was hit by a Logan car. A suggestion was given to him that when Babli Chauhan was returning after patrolling he was hit by a vehicle and died due to this accident. However, he showed his ignorance to this fact.

10. The learned counsel for the insurance company while placing reliance upon "Ram Karan son of Shri Nand Lal and others Vs Zile Singh son of Shri Partap Singh and others (Supra)" has vehemently contended that mere framing of the charge will not sufficient to prove the case of the claimants. I have considered this contention but it has no substance. This case is not solely based upon the charge-sheet rather there is direct evidence of P.W.2 Dilbagh Singh as well as the admission with regard to the factum of accident made by respondents No.1 and 2 in their written statement. As such, this case law relied upon by the learned counsel for the insurance company is not of any help to him.

11. The facts in case Smt. Chand Kaur and others Vs Mohinder Singh and others (Supra) are also distinguishable. In that case the sole witness did not give the number of the truck and his presence at the spot was doubtful as he was not the eye witness and his name was not mentioned in the FIR. But in the case in hand, respondents No.1 and 2 have themselves admitted the factum of accident. But they took the plea that their counsel had wrongly averred in written statement that the accident taken place due to rash and negligent driving of respondent No.1 rather the deceased Babli Chauhan was under drunkard condition and the accident took place due to his negligence but this plea of the respondents is not established. They did not examine their counsel. Respondent Sajjan

Singh has also admitted the fact of accident. He has never withdrew this admission. Even respondent Sajjan Singh failed to step into the witness box for the reasons best known to him. Even this plea is not taken in the written statement.

12. The critical analysis of evidence establishes that the accident took place due to rash and negligent driving of Tata 207 No.HR-37-B-1120 driven by its driver respondent No.1 Gurmail Singh. As such, this issue is decided in favour of the claimants and against the respondents.

Issues No 2 and 3-A

13. Both these issues are interconnected and are being taken up together to avoid repetition. The onus to prove both these issues was upon respondent No.3 insurance company but the respondent No.3 insurance company has not led any evidence to prove these issues. The respondents No. 1 and 2 have examined Sanjiv Kumar Criminal Ahlmad who has proved on the file the driving licence of respondent Gurmail Singh as Ex. R5, registration certificate of the vehicle Tata 207 No.HR-37-B-1120 Ex M6 and photo copy of the fitness certificate of vehicle Tata 207 No.HR-37-B-1120. So, with the issues are decided against the insurance company respondent No.3.

Issue No.3.

14 First of all coming to the age of the deceased and his age is not disputed. However the exact date of birth of deceased Balbi Chauhan has not been produced. In the post mortem examination, the age of the deceased in mentioned as 38 years whereas the claimants have asserted that he was 30 years. Keeping in view the circumstances of the case, this court is of the considered view that the deceased was 39 years of age at the time of accident.

15. Now coming to the income of the deceased. The deceased was Govt employee and his salary certificate Ex. P1 transpires that he was earning Rs.8981/-upto December 2007. Had be been alive, he must have spent 1/3rd of the amount for himself and the dependency of the claimants comes to Rs.5988/- and the annual dependency comes to Rs.5988 X 12-Rs.71,856/-.

16. Now coming to the suitable multiplier. Hon'ble Supreme Court in ***Sarla Verma and others versus Delhi Transport Corporation and another, (2009) 6 Supreme Court Cases, 121,*** *has observed that basically only three facts need to be established by the claimants for assessing compensation in the case of death i.e. (a) age of the deceased; (b) income of the deceased; and (c) the number of dependants. Further, the issues to be determined by the Tribunal to arrive at the loss of dependency are: (i) additions/deductions to be made for arriving at the income of the deceased; (ii) the deduction to be made towards the personal living expenses of the deceased; and (ii) the multiplier to be applied with reference to the age of the deceased. If these determinants are standardized, there will be uniformity and consistency in the decisions. There will be lesser need for detailed evidence. It will also be easier for the insurance companies to settle accident claims without delay. In the instant case the claimants were wholly dependent upon the earnings of the deceased and they have no other income.*

17. Keeping in view the totality of facts and circumstances of the case, this Tribunal is of the considered opinion that 10 is the most suitable multiplier. As such, applying the multiplier of 10, the dependency of the claimants comes to Rs. 71,856/-X 10-Rs.7,18,560/-. The claimants are also entitled to Rs.5000/- as funeral expenses. Claimant Gajna widow of the deceased is also entitled to Rs.5000/- on account of loss of consortium. Thus the total compensation comes to Rs.7,28,560/- The claimants are also entitled to interest at the rate of 7.5% per annum from the date of filing of the claim petition i.e. 27.8.2008 till realization. Respondent No.1 is the driver, respondent No.2 is the owner and respondent No.3 is the insurer of the tractor trolley As such respondent No.1 to 3 are jointly and severally liable to pay the above said amount of compensation to the claimants. This issue is, therefore, decided accordingly in favour of the claimants and against the respondent."

12. A perusal of the award further reveals that the findings recorded by the learned Tribunal on the issue of negligence deserve to be upheld.

13. In the present case, respondents No.7 and 8, in their written statement, have not disputed the factum of the accident. Rather, their defence was that the accident occurred due to the negligence of the deceased, who was allegedly under the influence of alcohol. Such a plea itself amounts to an implicit admission that the accident had in fact taken place with the vehicle driven by respondent No.7.

14. During the course of evidence, respondent No.7 Gurmail Singh (driver), while appearing as RW-4, attempted to resile from the pleadings by stating that no accident had taken place with his vehicle and that he was unaware of the contents of the written statement as the same had not been read over to him. However, this explanation cannot be accepted. The written statement bears his signatures and been duly verified by him as well as by co-respondent Sajjan Singh. It is a settled proposition that an admission made in pleadings cannot be lightly withdrawn merely on the ground that the party was not aware of its contents, particularly when no steps were taken to seek amendment of the written statement. Significantly, respondent No.7 also admitted in his cross-examination that he is facing trial before the learned Judicial Magistrate 1st Class, Ambala for the offences under Sections 279 and 304-A of the Indian Penal Code in respect of the same occurrence.

15. The contention raised on behalf of the insurance company that the offending vehicle was not mentioned in the FIR and that the accident was attributed to an unknown vehicle is also devoid of merit. The testimony of Dilbagh Singh (PW-2), who appeared as an eye-witness, fully corroborates the case set up by the claimants. His deposition remained unshaken despite lengthy cross-examination and nothing material could be elicited to discredit his version. On the other hand, the respondents failed to produce any cogent evidence to substantiate their plea that the deceased himself was responsible for the accident.

16. It is also noteworthy that respondent Sajjan Singh (owner), despite having verified the written statement and admitted the occurrence, chose not to step into the witness box to support the defence. An adverse inference, therefore, is liable to be drawn against the respondent Nos 7 and 8.

17. In view of the admissions contained in the pleadings, the reliable ocular testimony produced by the claimants, and the absence of any convincing evidence to the contrary, learned Tribunal rightly concluded that the accident occurred due to rash and negligent driving of Tata-207 bearing No. HR-37-1120 by respondent No.1 Gurmail Singh. The said finding is based on proper appreciation of the pleadings and evidence on record and does not suffer from any perversity or illegality warranting interference.

18. Accordingly, the finding of the learned Tribunal that the accident took place due to the sole rash and negligent driving of the offending vehicle is affirmed.

19. So far as the contention raised by the appellant–Insurance Company that the finding on Issue No.3-A, namely, whether Tata-207 bearing No. HR-37-B-1120 was not holding a valid route permit, registration certificate and fitness certificate at the time of the accident, has not been properly appreciated, is concerned, the same does not merit acceptance.

20. It is well settled that a defence relating to breach of policy conditions, including the plea that the vehicle was being plied without a valid permit, registration certificate or fitness certificate, must not only be specifically pleaded but must also be duly established by the insurer by leading cogent and reliable evidence. The burden of proving such breach squarely lies upon the Insurance Company, which seeks to avoid its statutory liability under the provisions of the Motor Vehicles Act.

21. In the present case, though the appellant-Insurance Company raised the plea of violation of the terms and conditions of the insurance policy, it failed to substantiate the same by producing any convincing evidence. The Insurance Company did not examine any official from the concerned transport authority nor did it place on record any material to demonstrate that the owner of the offending vehicle was not holding valid documents at the relevant time.

22. On the contrary, respondents No.7 and 8 examined Sanjiv Kumar, Criminal Ahlmad, who proved on record the driving licence of respondent No.7 Gurmail Singh as Ex.R5, the registration certificate of Tata-207 bearing No. HR-37-B-1120 as Ex.R6 and the photocopy of the fitness certificate of the said vehicle. In the absence of any evidence to rebut these documents, the bald assertion of the Insurance Company regarding breach of policy conditions cannot be accepted.

23. In these circumstances, the appellant-Insurance Company having failed to discharge the burden cast upon it, the learned Tribunal was justified in deciding the issues against the insurer. The finding recorded by the Tribunal fastening liability upon the appellant-Insurance Company is based on proper appreciation of the evidence on record and does not suffer from any legal infirmity warranting interference by this Court.

24. Adverting now to the contention of learned counsel for the claimants/respondent Nos. 1 to 6 that the compensation awarded is on the lower side, the same is decided as under after taking into consideration the settled law on compensation.

SETTLED LAW ON COMPENSATION

25. Hon'ble Supreme Court in the case of ***Sarla Verma Vs. Delhi Transport Corporation and Another*** **[(2009) 6 Supreme Court Cases 121]**, laid

down the law on assessment of compensation and the relevant paras of the same are as under:-

> "***30***. *Though in some cases the deduction to be made towards personal and living expenses is calculated on the basis of units indicated in Trilok Chandra, the general practice is to apply standardised deductions. Having a considered several subsequent decisions of this Court, we are of the view that where the deceased was married, the deduction towards personal and living expenses of the deceased, should be one-third (1/3rd) where the number of dependent family members is 2 to 3, one-fourth (1/4th) where the number of dependent family members is 4 to 6, and one-fifth (1/5th) where the number of dependent family members exceeds six.*
>
> ***31***. *Where the deceased was a bachelor and the claimants are the parents, the deduction follows a different principle. In regard to bachelors, normally, 50% is deducted as personal and living expenses, because it is assumed that a bachelor would tend to spend more on himself. Even otherwise, there is also the possibility of his getting married in a short time, in which event the contribution to the parent(s) and siblings is likely to be cut drastically. Further, subject to evidence to the contrary, the father is likely to have his own income and will not be considered as a dependant and the mother alone will be considered as a dependant. In the absence of evidence to the contrary, brothers and sisters will not be considered as dependants, because they will either be independent and earning, or married, or be dependent on the father.*

32. Thus even if the deceased is survived by parents and siblings, only d the mother would be considered to be a dependant, and 50% would be treated as the personal and living expenses of the bachelor and 50% as the contribution to the family. However, where the family of the bachelor is large and dependent on the income of the deceased, as in a case where he has a widowed mother and large number of younger non-earning sisters or brothers, his personal and living expenses may be restricted to one-third and contribution to the family will be taken as two-third.

* * * * * *

***42.** We therefore hold that the multiplier to be used should be as mentioned in Column (4) of the table above (prepared by applying Susamma Thomas[3], Trilok Chandra and Charlie), which starts with an operative multiplier of 18 (for the age groups of 15 to 20 and 21 to 25 years), reduced by one unit for every five years, that is M-17 for 26 to 30 years, M-16 for 31 to 35 years, M-15 for 36 to 40 years, M-14 for 41 to 45 years, and M-13 for 46 to 50 years, then reduced by two units for every five years, that is, M-11 for 51 to 55 years, M-9 for 56 to 60 years, M-7 for 61 to 65 years and M-5 for 66 to 70 years.*

26. Hon'ble Supreme Court in the case of ***National Insurance Company Ltd. Vs. Pranay Sethi & Ors.*** **[(2017) 16 SCC 680]** has clarified the law under Sections 166, 163-A and 168 of the Motor Vehicles Act, 1988, on the following aspects:-

(A) Deduction of personal and living expenses to determine multiplicand;

(B) Selection of multiplier depending on age of deceased;

(C) Age of deceased on basis for applying multiplier;

(D) Reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses, with escalation;

(E) Future prospects for all categories of persons and for different ages: with permanent job; self-employed or fixed salary.

The relevant portion of the judgment is reproduced as under:-

> "***52.*** *As far as the* ***<u>conventional heads</u>*** *are concerned, we find it difficult to agree with the view expressed in Rajesh[2]. It has granted Rs.25,000 towards funeral expenses, Rs 1,00,000 towards loss of consortium and Rs 1,00,000 towards loss of care and guidance for minor children. The head relating to loss of care and minor children does not exist. Though Rajesh refers to Santosh Devi, it does not seem to follow the same. The conventional and traditional heads, needless to say, cannot be determined on percentage basis because that would not be an acceptable criterion. Unlike determination of income, the said heads have to be quantified. Any quantification must have a reasonable foundation. There can be no dispute over the fact that price index, fall in bank interest, escalation of rates in many a field have to be noticed. The court cannot remain oblivious to the same. There has been a thumb rule in this aspect. Otherwise, there will be extreme difficulty in determination of the same and unless the thumb rule is applied, there will be immense variation lacking any kind of consistency as a consequence of which, the orders passed by the tribunals and courts are likely to be unguided. Therefore, we think it*

seemly to fix reasonable sums. It seems to us that reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs.15,000, Rs.40,000 and Rs.15,000 respectively. The principle of revisiting the said heads is an acceptable principle. But the revisit should not be fact-centric or quantum-centric. We think that it would be condign that the amount that we have quantified should be enhanced on percentage basis in every three years and the enhancement should be at the rate of 10% in a span of three years. We are disposed to hold so because that will bring in consistency in respect of those heads.

* * * * *

***59.3**. While determining the income, an addition of 50% of actual salary to the income of the deceased towards future prospects, where the deceased had a permanent job and was below the age of 40 years, should be made. The addition should be 30%, if the age of the deceased was between 40 to 50 years. In case the deceased was between the age of 50 to 60 years, the addition should be 15%. Actual salary should be read as actual salary less tax.*

***59.4**. In case the deceased was self-employed (or) on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary* *method of computation. The established income means the income minus the tax component.*

***59.5**. For determination of the multiplicand, the deduction for personal and living expenses, the tribunals and the courts shall be guided by paras 30 to 32 of Sarla Verma[4] which we have reproduced hereinbefore.*

***59.6.** The selection of multiplier shall be as indicated in the Table in Sarla Verma[1] read with para 42 of that judgment.*

***59.7**. The age of the deceased should be the basis for applying the multiplier.*

***59.8**. Reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs 15,000, Rs 40,000 and Rs 15,000 respectively. The aforesaid amounts should be enhanced at the rate of 10% in every three years."*

27. Hon'ble Supreme Court in the case of **Magma General Insurance Company Limited Vs. Nanu Ram alias Chuhru Ram & Others [2018(18) SCC 130]** after considering **Sarla Verma (supra)** and **Pranay Sethi (Supra)** has settled the law regarding consortium. Relevant paras of the same are reproduced as under:-

*"**21**. A Constitution Bench of this Court in Pranay Sethi[2] dealt with the various heads under which compensation is to be awarded in a death case. One of these heads is loss of consortium. In legal parlance, "consortium" is a compendious term which encompasses "spousal consortium", "parental consortium", and "filial consortium". The right to consortium would include the company, care, help, comfort, guidance, solace and affection of the deceased, which is a loss to his*

family. With respect to a spouse, it would include sexual relations with the deceased spouse.

*21.1. **Spousal consortium** is generally defined as rights pertaining to the relationship of a husband-wife which allows compensation to the surviving spouse for loss of "company, society, cooperation, affection, and aid of the other in every conjugal relation".*

*21.2. **Parental consortium** is granted to the child upon the premature death of a parent, for loss of "parental aid, protection, affection, society, discipline, guidance and training".*

*21.3. **Filial consortium** is the right of the parents to compensation in the case of an accidental death of a child. An accident leading to the death of a child causes great shock and agony to the parents and family of the deceased. The greatest agony for a parent is to lose their child during their lifetime. Children are valued for their love, affection, companionship and their role in the family unit.*

***22**. Consortium is a special prism reflecting changing norms about the status and worth of actual relationships. Modern jurisdictions world-over have recognised that the value of a child's consortium far exceeds the economic value of the compensation awarded in the case of the death of a child. Most jurisdictions therefore permit parents to be awarded compensation under loss of consortium on the death of a child. The amount awarded to the parents is a compensation for loss of the love, affection, care and companionship of the deceased child.*

***23**. The Motor Vehicles Act is a beneficial legislation aimed at providing relief to the victims or their families, in cases of genuine claims. In case where a parent has lost their minor child, or unmarried son or daughter, the parents are entitled to be awarded loss of consortium under the head of filial consortium. Parental consortium is awarded to children who lose their parents in motor vehicle accidents under the Act. A* *few High Courts have awarded compensation on this count. However, there was no clarity with respect to the principles on which compensation could be awarded on loss of filial consortium.*

***24**. The amount of compensation to be awarded as consortium will be governed by the principles of awarding compensation under "loss of consortium" as laid down in Pranay Sethi[2]. In the present case, we deem it appropriate to award the father and the sister of the deceased, an amount of Rs 40,000 each for loss of filial consortium.*

28. A perusal of the impugned award reveals that the deceased was stated to be 39 years old at the time of the accident. However, as per post mortem report of the deceased, the age of the deceased was 38 years old. Therefore, this Court deems it fit to consider the age of the deceased as 38 years by placing reliance on his Post Mortem Report.

29. Thus, learned Tribunal committed an error in applying the wrong multiplier of 10 which is against the settled principle of law. Therefore, multiplier of 15 is to be applied instead of 10.

30. A further perusal of the impugned award reveals that the deceased was stated to be a Government Employee. The learned Tribunal has rightly assessed his income by placing reliance on the salary certificate Ex P1 and took his income as Rs.8981/- per month. Further, the learned Tribunal has erred in law in not granting future prospects @ 50% as the deceased was the Government Employee.

31. A further perusal of the award reveals that the learned Tribunal has erred in deducting 1/3rd as expenses for personal expenditure as per settled law on compensation, as 1/4th is to be deducted towards personal expenditure.

32. A further perusal of the award shows that meagre amount is granted for loss of consortium and funeral expenses. Furthermore, no amount is awarded

under the head of loss of estate. Therefore, the award requires indulgence of this Court.

CONCLUSION

33. In view of the law laid down by the Hon'ble Supreme Court in the above referred to judgments, the appeal ***FAO No. 1124-2013*** filed by claimants/appellants is allowed and appeal ***FAO No. 6721-2011*** filed by the Insurance Company is dismissed. The award dated dated 20.09.2011 is modified accordingly. The appellants-claimants are entitled to enhanced amount of compensation as per the calculations made here-under:-

Sr. No.	***Heads***	***Compensation Awarded***
1	Monthly Income	Rs.8981/-
2	Future prospects @ 50%	Rs.4490/- (50% of 8981)
3	Deduction towards personal expenditure 1/3rd	Rs.3368/- (13471X 1/4)
4.	Total Income	Rs.10103/-(13471-3368)
4	Multiplier	15
5	Annual Dependency	Rs.18,18,540/- (10103X12X15)
6	Loss of Estate	Rs.15,000/-
7	Funeral Expenses	Rs.15,000/-
8	Loss of Consortium Filial : Rs. 40,000/-x2 Parental : Rs. 40,000/-x3 Spousal : Rs. 40,000/-x1	Rs.2,40,000/-
	Total Compensation	**Rs.20,88,540/-**
	Deduction Amount Awarded by the Tribunal	**Rs.7,28,560/-**
	Enhanced amount	**Rs.13,59,980/- (2088540-728560)**

34. So far as the interest part is concerned, as held by Hon'ble Supreme Court in ***Dara Singh @ Dhara Banjara Vs. Shyam Singh Varma*** **2019 ACJ 3176** and ***R.Valli and Others VS. Tamil Nandu State Transport Corporation*** **(2022) 5 Supreme Court Cases 107,** the appellants-claimants are granted the interest @ 9% per annum on the enhanced amount from the date of filing of claim petition till the date of its realization.

35. Appellant-Insurance Company (FAO No. 6721-2011) is directed to deposit the enhanced amount of compensation along with interest with the Tribunal within a period of two months from the receipt of copy of this judgment. The Tribunal is directed to disburse the enhanced amount of compensation along with interest in the accounts of the claimants/appellants (FAO No. 1124-2013), as per award dated 20.09.2011. The claimants/appellants (FAO No.1124-2013) are directed to furnish their bank account details to the Tribunal.

36. Pending applications, if any, also stand disposed of.

(SUDEEPTI SHARMA)
JUDGE

Gaurav Arora

Whether speaking/non-speaking : Speaking
Whether reportable : Yes