2026:PHHC:048108

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

(i) FAO-5931-2012 (O&M)

Om Parkash

...Appellant

VERSUS

Murti Devi and others

...Respondents

(ii) FAO-3428-2013 (O&M)

Murti Devi and others

...Appellants

VERSUS

Jai Kishan and others

...Respondents

Date of Decision: March 24, 2026

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Bharat Singh, Advocate for
Mr.Keshav Pratap Singh, Advocate
for the appellant (in FAO-5931-2012) and
for respondents No.1 and 2 (in FAO-3428-2013).

Mr.Anil Ghangas, Advocate
for respondents No.1 to 5 (in FAO-5931-2012) and
for the appellants (in FAO-3428-2013).

Mr.D.R.Bansal, Advocate
for respondents No.7 (in FAO-5931-2012) and
for respondent No.3 (in FAO-3428-2013).

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ARCHANA PURI, J.

These are two appeals filed to assail the Award dated 19.09.2012 passed by learned Motor Accident Claims Tribunal, vide which,

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compensation was awarded, on account of death of Jaswant Singh @ Pappu, in a motor vehicular accident and recovery rights were granted to the insurance company.

FAO-5931-2012 has been filed by appellant-owner of the offending vehicle bearing registration No.HR-55-2419, thereby, questioning the exoneration of the insurance company to indemnify him.

FAO-3428-2013 has been filed by the appellants-claimants, thereby, seeking enhancement of the compensation.

For the convenience of the parties, the parties are referred to as making appearance before learned Tribunal.

Suffice to consider that the accident had taken place on 14.08.2010. Be it noted that, the insurance company, as such, has not filed any appeal. During the course of arguments, counsel for the owner of the offending vehicle, confined his prayer to question the exoneration of the liability of the insurance company.

On appraisal of the evidence, brought on record, it was concluded by learned Tribunal that accident had taken place, due to rash and negligent driving of the vehicle bearing registration No.HR-55-2419, driven by respondent No.1-Jai Kishan. As a result of this accident, Jaswant Singh @ Pappu had sustained injuries, which proved fatal.

It was pleaded case of the claimants that Jaswant Singh @ Pappu was 35 years old and he was a progressive farmer and also used to indulged in dairy farming. He was asserted to be cultivating land to the extent of about 10 acres and also having earnings of Rs.20,000/- per month. Jamabandi Ex.P4, as such, had come on record, which reveals about deceased to be having 4 acres of land. Considering the evidence, brought on

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record, learned Tribunal had assessed the monthly earnings of deceased as Rs.4800/- per month. Taking into consideration the number of dependents, as per ***Smt.Sarla Verma vs. Delhi Transport Corporation and anr., 2009(3) RCR (Civil) 77***, 1/4th was deducted, on the count of 'personal expenses' and the annual dependency was worked upon as Rs.43,200/- (3600x12). Considering the age of the deceased to be 35 years, multiplier of '16' was applied and the loss of dependency was worked upon as Rs.6,91,200/-. Besides the same, on the counts of 'loss of consortium, loss of estate and funeral expenses', another amount of Rs.20,000/- was awarded. Thus, total compensation to the extent of Rs.7,11,200/- was awarded.

However, the 'work on' of the compensation aforesaid, as per settled prevalent law, do call for re-computation.

Considering the recitals of the jamabandi Ex.P4 as well as oral testimony of widow and brother of deceased, it stands amply established that deceased was indulging into agricultural pursuit. The earnings were taken by learned Tribunal as Rs.4800/- per month. Beneficial in this regard, is made to ***K.Ramya and others vs. National Insurance Company Ltd. and another, 2022(4) RCR (Civil) 435***, wherein, reference was also made to ***State of Haryana v Jasbir Kaur (2003) 7 SCC 484***, wherein, it was held that the land possessed by the deceased, still remains with the legal heirs and there is, however a possibility that the claimants may be required to engage persons to look after agriculture. In the light of the same, it was held therein that the normal rule about the deprivation of income is not strictly applicable to the cases where agricultural income is the source. Attendant circumstances, as such, have to be considered.

Considering ***Jasbir Kaur's case (supra)***, it was held in

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K.Ramya's case (supra) that as a rule of prudence, computation of any individual's managerial skills, has to be taken into consideration, to work upon loss of management capacity and efficiency and 'work on' should be made, on the count of loss of managerial skills.

Anyhow, considering the same, the deceased, as such, in view of the recitals of the jambandi coming on record, was having 4 acres of agricultural land. Even though, the land, as such, is available with the claimants, but then also, there is managerial loss, on account of death of Jaswant Singh @ Pappu. Any person, who is cultivating his own land, the extent of sincerity level is much above than the ordinary worker, who cultivates the land and therefore, this fact, also ought to be taken into consideration. At the relevant time of taking place of the accident, the minimum wages of the unskilled worker was Rs.4348/- per month. However, considering the deceased to be an agriculturist, in the fitness of circumstances, by making some guess work, the value of his managerial skills in cultivation of the land is taken as Rs.5000/- per month.

Considering the age of the deceased to be 35 years, as per ***National Insurance Company Limited vs. Pranay Sethi and others, 2017(4) RCR (Civil) 1009***, addition of 40% ought to be made, on the count of 'future prospects'.

Considering the number of dependents, the deduction, on the count of 'personal expenses' ought to be made to the extent of 1/4th and appropriate multiplier to be applied is '16', as applied by learned Tribunal.

Besides the aforesaid, under the conventional heads also, the compensation calls for enhancement. As per ***Magma General Insurance Company Limited vs. Nanu Ram @ Chuhru Ram and others, 2018 (18)***

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SCC 130, all the dependents are entitled to compensation, on the count of 'loss of consortium, be it 'filial', 'spousal' or 'parental', which also comprehends 'loss of love and affection'. As per ***National Insurance Company Limited vs. Pranay Sethi and others, 2017(4) RCR (Civil) 1009***, the base amount on the count of 'loss of consortium' is Rs.40,000/-, which called for enhancement to the extent of 10%, after every three years of passing of the judgment and the prevalent amount payable is Rs.48,400/-. Thus, appellants-claimants are entitled to compensation, on the count of 'loss of consortium' to the extent of Rs.48,400/- each i.e. Rs.48,400x5=**Rs.2,42,000/-**. Even, as per prevalent settled law, on the counts of 'loss of estate' and 'funeral expenses', the amount now payable is **Rs.18,150/-** on each count.

Considering the same, the compensation payable to appellants-claimants, on account of death of Jaswant Singh @ Pappu is re-computed, as herein given:-

Earnings	Rs.5000/-
Addition of 40%	Rs.5000+2000=Rs.7000/-
Deduction of 1/4th	Rs.7000-1750=Rs.5250/- annual whereof is Rs.63,000/-
Multiplier of '16'	Rs.63,000x16=**Rs.10,08,000/-**
Loss of consortium	**Rs.2,42,000/-**
Loss of estate	**Rs.18,150/-**
Funeral expenses	**Rs.18,150/-**
Total	**Rs.12,86,300/-**

As such, the enhanced compensation, after the deduction of compensation awarded by the Tribunal comes to be **Rs.12,86,300-7,11,200=Rs.5,75,100/-**. On the enhanced amount of the compensation i.e. **Rs.5,75,100/-**, the appellants-claimants, shall be entitled to the interest, at

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the rate of 6% per annum, from the date of filing of the appeal, till realization of the enhanced amount of compensation. Out of the enhanced compensation, as now worked upon aforesaid, appellant-claimant No.1 is held entitled to **Rs.2,00,000/-**, whereas, appellants-claimants No.2 to 4 are held entitled to **Rs.1,00,000/-** each and appellant-claimant No.5 is held entitled to residue amount of **Rs.75,100/-**.

Proceeding further, it is now the contention of counsel for the appellant-owner of the offending vehicle that at the time of accident, the driver of the offending vehicle, namely, Jai Kishan was holding driving licence of 'HGV' and he was working 'LMV' i.e. the offending light commercial vehicle. However, learned Tribunal, considered the same and took into consideration about the licence possessed by respondent No.1-Jai Kishan to be not in conformity with the particular category and therefore, held that the insurance company, as such, has right to effect recovery against the insured. In fact, counsel submits that there is no violation of terms and conditions of the insurance policy and in this view of the matter, the insurance company, should not be exonerated from paying the compensation and effect recovery from the owner of the offending vehicle.

As per Section 2(16) of the Motor Vehicles Act, '**heavy goods vehicle**' means any goods carriage, the gross vehicle weight of which, or a tractor or a road-roller, the unladen weight of either of which, exceeds 12,000 kilograms. As per Section 2(21), '**light motor vehicle**', means a Transport vehicle or omnibus, the gross vehicle weight of either of which or a motor car or tractor or road roller, the unladen weight of any of which, does not exceed 7500 kilograms. So, there is difference between 'HGV' and 'LMV' about carrying of weight. Section 7 of Motor Vehicles Act, states

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about restriction on the granting of learner's license for certain vehicles. It reads as herein given:-

> *"(1) No person shall be granted a learner's licence to drive a transport vehicle unless he has held a driving licence to drive a light motor vehicle for at least one year.]*
> *[Provided that nothing contained in this sub-section shall apply to an e-card or r-rickshaw.]*
> *(2) No person under the age of eighteen years shall be granted a learner's license to drive a motor cycle without gear except with the consent in writing of the person having the care of the person desiring the learner's licence."*

The aforesaid Section prescribes one year minimum driving experience in light motor vehicle, before a person issuing driving license to drive a transport vehicle. Admittedly, in the present case the driver of offending vehicle was holding driving license for heavy goods vehicle. Though, it is categorized in different category, as per Section 10, but after getting experience in driving 'LMV', the license of 'HGV' is issued. So possessing the license of 'HGV' and driving the 'LMV' vehicle, cannot be a ground to say that the driver was not eligible to drive the 'LCV' vehicle.

In fact, to obtain licence for 'heavy goods vehicle', one also is required to have prior driving experience, in the minimum, for a period of one year. This only ensures the solid foundation in driving and basic understanding of the commercial vehicle operations. In the light of the same, when minimum one year experience is pre-requisitor, it makes the holder to be more qualified for lighter vehicle.

Considering the same and possessing the licence of 'HGV' and driving 'LCV', it cannot be taken as a ground to say that the driver was not

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eligible to drive 'LCV' vehicle. Therefore, the observations of learned Tribunal, about the licence possessed by the driver-respondent No.1, to be of different category and therefore, awarding recovery rights to the insurance company, are not tenable. As such, the right to recovery granted to the insurance company, is hereby set aside and the insurance company, consequently is fastened with the liability to pay the compensation, which shall be joint and several with the driver and owner of the offending vehicle.

The impugned Award dated 19.09.2012 stands modified, to the extent, as indicated aforesaid.

With the above observations, both the appeals stand allowed.

March 24, 2026 **(ARCHANA PURI)**
Vgulati **JUDGE**

Whether speaking/reasoned **Yes**
Whether reportable **Yes**

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