134 **IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**

FAO-5789-2017 (O&M)
Decided on : 05.05.2026

Harbhajan Singh & anr. ....Appellants

Versus

Poonam & ors. ....Respondents

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

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Present :- Mr. Ramesh Kumar Saini, Advocate
for the appellants.

Ms. Babita Gupta, Advocate and
Mr. Sandeep Kumar, Advocate
for respondents No.1 to 3, 5 and 6.

Mr. Abhinav Singla, Advocate
for respondent No.4-Ins. Co.

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PANKAJ JAIN, J. (ORAL)

1 Owner and driver are in appeal.

2 Issue relates to validity of cover note relied upon by the insured Ex.R-23. The Area Manager of the insurance company appeared as RW-1 and submitted report to the effect that the relevant cover note, tendered in evidence by the owner, is a forged and fabricated document. Owner claimed that the same was issued by one Rinku, husband of agent of the insurance company, namely Anuradha Rani. Owner confronted Area Manager RW-1 with the cover note Ex.R-22 to prove that even though Anuradha Rani was the appointed agent, but the business was being carried on under signatures of Rinku. The said fact was in the knowledge of the insurer.

3 Counsel for the appellants relies upon testimony of RW-1 to submit that once the Area Manager admitted that Rinku was being allowed to act on behalf of the insurance company, the cover note Ex.R-23 issued under the signatures of Rinku cannot be said to be a fake one by the insurer.

4 In the considered opinion of this Court, the owner can take benefit of testimony of RW-1, only if he produces original cover note. Admittedly, the original of Ex.R-23 has not seen the light of day till date.

5 Faced with this situation, Mr. Saini, Advocate for the appellants submits that the original was kept by Rinku and was not handed over to the insured. However, he concedes that no effort was made by the owner to examine Rinku to prove the said fact.

6 In view thereof, this Court finds no reason to interfere in the well-reasoned findings recorded by the Tribunal, absolving the insurance company of its liability and holding the owner and the driver jointly and severally liable to pay compensation.

7 The other plea raised by Mr. Saini, Advocate, is with respect to quantum of compensation awarded by the Tribunal. The compensation needs to be re-worked in terms of ratio of law laid down by Supreme Court in the case of ***Sarla Verma and others v. Delhi Transport Corporation and another, 2009 ACJ 1298, National Insurance Company Ltd. vs. Pranay Sethi and others, 2017(4) RCR (Civil)1009*** and ***Magma General Insurance Company Ltd., Vs. Nanu Ram @ Chuhru Ram & ors., 2018(4) RCR (Civil) 333.***

8 Deceased Ramesh Kumar at the time of death was 31 years of age. His income has been proved to be Rs.15,000/- per month. He was

employed in private sector. 40% future prospects need to be added. He had four dependents, 1/4th deduction has been rightly applied. Multiplier of 16 has been aptly granted. The Tribunal awarded Rs.1,00,000/- to applicant No.1-Poonam on account of loss of consortium and Rs.1,00,000/- to applicants No.2 & 3 on account of loss of love, care and guidance. The same is modified to the extent that each of the claimants shall be entitled for Rs.48,400/- on account of loss of consortium. Rs.18,000/- is awarded for loss of estate. Rs.18,000/- is awarded for funeral expenses.

9 The interest and apportionment shall abide by the award passed by the Tribunal.

10 With the aforesaid modification in the impugned award, the appeal is disposed off.

(PANKAJ JAIN)
JUDGE

05.05.2026
Pooja Sharma-I

Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No