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

**FAO-31-2018 (O&M)
XOBJC-114-2018**

THE NEW INDIA ASSURANCE COMPANY LTD

..Appellant

Versus

SHER SINGH AND OTHERS

..Respondents

Whether only the operative part of the judgment is pronounced? *NO*
Whether full judgment is pronounced? *YES*

**Reserved on: 13.02.2026
Pronounced on: 12.03.2026
Uploaded on: 18.03.2026**

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. K.P.S. Virk, Advocate
for the appellant.

Mr. J.P. Sharma, Advocate
for respondent No.1.

Mr. Ram Karan Sharma, DAG, Haryana.

SUDEEPTI SHARMA, J. (Oral)

FAO-31-2018

1. The present appeal has been filed by the appellant-Insurance company against the award dated 18.08.2017 passed in a claim petition filed under Section 166 and 140 of the Motor Vehicles Act, 1988 by the Motor Accident Claims Tribunal, Narnaul (for short, 'the Tribunal'), wherein the appellant-Insurance company was fastened with the liability to pay the compensation of Rs.4,74,077/- to the claimant along with interest @ 9 % per annum from the date of filing of claim petition till recovery.

XOBJC-114-2018

2. The present cross-objection has been preferred by respondent No.1/cross-objector/claimant against the award dated 18.08.2017 passed in the claim petition filed under Section 166 and 140 of the Motor Vehicles Act, 1988 (in short '1988 Act'), by the learned Motor Accident Claims Tribunal, Narnaul (in short 'the Tribunal') for enhancement of compensation, granted to the cross-objector/claimant to the tune of Rs.4,74,077/- along with interest @ 9 % per annum on account of injuries sustained by the respondent No.1/cross-objector/claimant – Sher Singh in a motor vehicular accident, occurred on 17.11.2015.

3. Since the appeal filed by the Insurance Company and the cross-objections filed by the claimant/cross-objector are arising out of the same award dated 18.08.2017 passed by the learned Tribunal, therefore, **FAO-31-2018** and **XOBJC-114-2018** are decided vide this common judgment.

BRIEF FACTS OF THE CASE

4. Brief facts of the case are that on 17.11.2015 at about 1:00 p.m., Dinesh Kumar, since deceased, was heading from Village Payaga to Mahendergarh on the motorcycle No. HR34G/7433 being ridden by him on extreme left side of road at moderate speed as per traffic rules. Petitioner Sher Singh was travelling as pillion rider on the said motorcycle. After a short riding towards Mahendergarh - Narnaul road then a Haryana Roadways Bus, Depot Charkhi Dadri bearing Temporary no. HR-99VC(T)/7936 now bearing Regd. No. HR-61C/0566 (in short offending vehicle), being driven by respondent no. 1 at a high speed in rash and negligent and in zig-zag manner, flouting all traffic rules came from Mahendergarh side and hit

against the motorcycle in their lane. Consequently, they alongwith the motorcycle fell down on the road causing them multiple and grievous injuries besides damages to the motorcycle. The rider Dinesh Kumar succumbed to the injuries on the spot whereas pillion rider Sher Singh (Petitioner in II petition) was seriously injured and one bystander namely Rakesh (Petitioner in III petition) also received injuries in the accident. After the accident, the respondent no.1 fled from the spot leaving behind the offending bus. The aforesaid accident had taken place due to sole rash and negligent driving of offending vehicle by respondent no. 1. Thereafter, the dead body of Dinesh Kumar was shifted to mortuary and petitioners/injured Sher Singh and Rakesh were shifted in General Hospital, Mohindergarh..

5. Upon notice of the claim petition, respondents therein appeared and contested the claim petition by filing separate written statement denying the factum of accident/compensation.

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

> *"1. Whether petitioners Rakesh and Sher Singh received injuries while Dinesh Kumar died in a motor vehicular accident which took place on 17.11.2015 at about 1:00 PM in the area of village Payaga under P.S. Mohindergarh due to rash and negligent driving of Bus no. HR-61-C/0566 by respondent no.1? OPP*
> *2. If issue no. 1 is proved, whether the petitioner is entitled to get compensation, if so to what amount and from whom? OPP*
> *3. Whether the vehicle in question was being driven by respondent no. 1 in violation of terms and conditions of insurance policy? OPR3*
> *4. Relief."*

7. Thereafter, both the parties led their evidence in support of their respective pleadings.

8. After taking into consideration the pleadings and the evidence on record, the learned Tribunal awarded compensation to the claimant. However, the liability to pay compensation was fastened upon the appellant-Insurance Company. Hence, the present appeal.

SUBMISSIONS OF LEARNED COUNSEL FOR THE PARTIES:

9. Learned counsel for the appellant–Insurance Company contends that the driver-respondent No. 3 (arrayed as respondent No. 1 before the Tribunal), was not holding a valid and effective driving licence to drive the bus at the time of the accident. It is submitted that the driving licence of the said driver did not bear the requisite endorsement for driving a Public Service Vehicle (PSV). Consequently, the offending bus was allegedly being plied in violation of the terms and conditions of the insurance policy. On this premise, it is argued that the learned Tribunal has erroneously fastened the liability upon the Insurance Company. He further contends that compensation awarded by the learned Tribunal is on the higher side, therefore he prays that the present appeal be allowed and the award passed by the learned Tribunal be set aside.

10. Learned counsel for respondent No.1/claimant/cross-objector contends that the learned Tribunal has rightly passed the award. However, he contends that compensation awarded by the learned Tribunal is on the lower side. He further contends that he has filed cross-objection bearing No.XOBJC-114-2018 seeking enhancement of compensation, therefore, he

prays that the appeal filed by the insurance company be dismissed and the compensation be enhanced as per the settled law.

11. I have heard learned counsel for the parties and perused the whole record of the case with their able assistance.

12. The relevant portion of the award is reproduced as under:-

> *"19. Dinesh Kumar died in this accident and petitioners Bimla Devi and Anju Devi claimed compensation on account of his death being his widow and daughter respectively. At the time of assessing compensation, the Tribunal has to see income and the age of deceased. It has been pleaded that Dinesh Kumar was 54 years of age at the time of his death and he was drawing ₹ 55,000/- per month salary from Forest Department of Govt. of Haryana. In this regard, the evidence of PW-7 Ravinder Pal Yadav, Assistant, DFO, Mahendergarh is relevant. He proved that deceased Dinesh Kumar had worked as forester in his department and getting ₹ 45052/- salary per month at the time of his death. He proved the Service Certificate Ex. PW7/A and Salary Certificate Ex. PW7/B pertaining to deceased Dinesh Kumar. In his crossexamination, this witness testified that date of birth of Dinesh Kumar in their record was 02.03.1961 and was to be retired at the completion of his age 58 years. The widow of the deceased is receiving ₹ 42,238/- per month from the department in lieu of salary of deceased likely to get until retirement age of the deceased. He further admitted that 29,822/- has ₹ been received after deduction by the widow in the month of October, 2015. Thus, it stands proved that petitioner Bimla Devi being widow of deceased Dinesh Kumar is receiving an equivalent amount from the Govt. department in lieu of salary of the deceased. Therefore, the amount which the*

widow would get has to be deducted in view of the latest judgment of ***__Reliance General Insurance Company vs. Shashi Sharma 2016 (4) RCR (Civil) 569__****.*

20. The deceased's gross salary was 45052/- which can be ₹ rounded off to ₹ 45000/- and addition of 30% has to be made towards future prospects as the deceased was in a permanent job and his GPF was being deducted and he was receiving HRA and DA. Thus, the income would come to ₹ 58,500/- per month. The deceased was married and died leaving the petitioners, who are widow and daughter respectively. The petitioners are two in number, hence 1/3rd of the earning of the deceased is to be deducted towards personal expenses and remaining 2/3rd share shall be considered as loss of dependency to the petitioners. So, after deducting 1/3rd as his personal expenses, his contribution towards his family comes to ₹ 39,000/- per month. The annual contribution comes to ₹ 4,68,000/-The date of birth of Dinesh Kumar in matriculation Certificate Ex. P22 and Ex. PW7/A was 02.03.1961 and the accident occurred on 17.11.2015, therefore, the deceased was 54 years of age at the time of his death. So, just and reasonable multiplier in this case is '11' and amount of compensation comes to be ₹ 4,68,000 x 11 = ₹ 51,48,000/-. The petitioner No.1 Bimla Devi would also be entitled to additional sum of 1,00,000/- for loss of consortium & estate. Both petitioners would ₹ further be entitled to 1,00,000/- for love and affection besides 14,000/- ₹ ₹ towards performance of last rites as so ruled by Hon'ble Supreme Court of India in case titled as Rajesh and others vs. Rajbir Singh and others 2013(3) RCR (Civil) 16. In this manner, petitioners would be entitled to total compensation of (₹ 51,48,000 + 1,00,000 + 1,00,000 + 14,000) = ₹ 53,62,000/-. The widow will get (45000 x 12 x 4) = ₹ ₹ 21,60,000/- as salary for 4 years *under 2006 Rules. Therefore, net amount of compensation payable would be 53,62,000 – 21,60,000 = 32,02,000/-. ₹ ₹ So, the petitioners are entitled to ₹ 32,02,000/- as compensation on account of the death of Dinesh Kumar.*

29. As the offending vehicle was being driven by respondent no.1 therefore, primary liability to compensate the petitioners is that of respondent no. 1. As the offending vehicle was also owned by respondents no. 2 & 3 so, they becomes vicariously liable to compensate the petitioners. It is an admitted position on record in view of Ex. R5 that the offending vehicle was insured with respondent no. 4. Therefore, respondent no. 4 becomes contractually liable to compensate the petitioners for the above mentioned amount. The respondent no.1 was having valid driving licence Ex. R2 at the time of accident which was valid upto 09.06.2017 whereas accident occurred on 17.11.2015. valid permit of offending bus is also available on record as Ex. RW1/D. No evidence led to prove violation of terms of insurance policy. Thus, Issue No. 2 & 3 is accordingly decided in favour of the petitioners and against the respondents."

13. A perusal of the award reveals that the learned Tribunal, after appreciating the material available on record, concluded that the driver of the offending vehicle was holding a valid and effective driving licence at the time of the accident. The driving licence (Ex. R2) was valid up to 09.06.2017, whereas the accident occurred on 17.11.2015. The Tribunal also noticed that the valid permit of the offending bus was placed on record as Ex. RW1/D.

14. In view of the said evidence, the learned Tribunal rightly held that there was no violation of the terms and conditions of the insurance

policy. No cogent evidence was led by the Insurance Company to establish that the offending vehicle was being driven in contravention of the policy conditions or that the driver was not duly authorized to drive the vehicle in question.

15. It is well settled that the burden to prove breach or violation of the terms and conditions of the insurance policy lies upon the Insurance Company. Such burden must be discharged by leading convincing and reliable evidence. In the present case, the appellant–Insurance Company has failed to discharge the said burden. Consequently, the finding recorded by the learned Tribunal fastening liability upon the Insurance Company cannot be faulted.

16. Accordingly, this Court finds no illegality or perversity in the findings returned by the learned Tribunal on this aspect, and the same deserve to be upheld.

17. So far as the contention raised by learned counsel for the appellant–Insurance Company with regard to the quantum of compensation is concerned, the same is being dealt with while deciding the cross-objections filed by the claimants/cross-objectors.

SETTLED LAW ON COMPENSATION

18. Hon'ble Supreme Court has settled the law regarding grant of compensation with respect to the disability. The Apex Court in the case of **Raj Kumar Vs. Ajay Kumar and Another (2011) 1 Supreme Court Cases 343**, has held as under:-

> ***General principles relating to compensation in injury cases***
>
> *5. The provision of the Motor Vehicles Act, 1988 ('Act' for short) makes it clear that the award must be just, which means that*

compensation should, to the extent possible, fully and adequately restore the claimant to the position prior to the accident. The object of awarding damages is to make good the loss suffered as a result of wrong done as far as money can do so, in a fair, reasonable and equitable manner. The court or tribunal shall have to assess the damages objectively and exclude from consideration any speculation or fancy, though some conjecture with reference to the nature of disability and its consequences, is inevitable. A person is not only to be compensated for the physical injury, but also for the loss which he suffered as a result of such injury. This means that he is to be compensated for his inability to lead a full life, his inability to enjoy those normal amenities which he would have enjoyed but for the injuries, and his inability to earn as much as he used to earn or could have earned. (See C.K. Subramonia Iyer v. T. Kunhikuttan Nair, AIR 1970 Supreme Court 376, R.D. Hattangadi v. Pest Control (India) Ltd., 1995 (1) SCC 551 and Baker v. Willoughby, 1970 AC 467).

6. The heads under which compensation is awarded in personal injury cases are the following :

Pecuniary damages (Special Damages)

(i) Expenses relating to treatment, hospitalization, medicines, transportation, nourishing food, and miscellaneous expenditure.

(ii) Loss of earnings (and other gains) which the injured would have made had he not been injured, comprising :

> *(a) Loss of earning during the period of treatment;*
>
> *(b) Loss of future earnings on account of permanent disability.*

(iii) Future medical expenses. Non-pecuniary damages (General Damages)

(iv) Damages for pain, suffering and trauma as a consequence of the injuries.

(v) Loss of amenities (and/or loss of prospects of marriage).

(vi) Loss of expectation of life (shortening of normal longevity).

In routine personal injury cases, compensation will be awarded only under heads (i), (ii)(a) and (iv). It is only in serious cases of injury, where there is specific medical evidence corroborating the evidence of the claimant, that compensation will be granted under any of the heads (ii)(b), (iii), (v) and (vi) relating to loss of future earnings on account of permanent disability, future medical expenses, loss of amenities (and/or loss of prospects of marriage) and loss of expectation of life.

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19. We may now summarise the principles discussed above :

(i) All injuries (or permanent disabilities arising from injuries), do not result in loss of earning capacity.

(ii) The percentage of permanent disability with reference to the whole body of a person, cannot be assumed to be the percentage of loss of earning capacity. To put it differently, the percentage of loss of earning capacity is not the same as the percentage of permanent disability (except in a few cases, where the Tribunal on the basis of evidence, concludes that percentage of loss of earning capacity is the same as percentage of permanent disability).

(iii) The doctor who treated an injured-claimant or who examined him subsequently to assess the extent of his permanent disability can give evidence only in regard the extent of permanent disability. The loss of earning capacity is something that will have to be assessed by the Tribunal with reference to the evidence in entirety.

(iv) The same permanent disability may result in different percentages of loss of earning capacity in different persons, depending upon the nature of profession, occupation or job, age, education and other factors.

20. The assessment of loss of future earnings is explained below with reference to the following

***Illustration 'A'** : The injured, a workman, was aged 30 years and earning Rs. 3000/- per month at the time of accident. As per*

Doctor's evidence, the permanent disability of the limb as a consequence of the injury was 60% and the consequential permanent disability to the person was quantified at 30%. The loss of earning capacity is however assessed by the Tribunal as 15% on the basis of evidence, because the claimant is continued in employment, but in a lower grade. Calculation of compensation will be as follows:

a) Annual income before the accident : Rs. 36,000/-.

b) Loss of future earning per annum

(15% of the prior annual income) : Rs. 5400/-.

c) Multiplier applicable with reference to age : 17

d) Loss of future earnings : (5400 x 17) : Rs. 91,800/-

***Illustration 'B'**: The injured was a driver aged 30 years, earning Rs. 3000/- per month. His hand is amputated and his permanent disability is assessed at 60%. He was terminated from his job as he could no longer drive. His chances of getting any other employment was bleak and even if he got any job, the salary was likely to be a pittance. The Tribunal therefore assessed his loss of future earning capacity as 75%. Calculation of compensation will be as follows :*

a) Annual income prior to the accident : Rs. 36,000/- .

b) Loss of future earning per annum

(75% of the prior annual income) : Rs. 27000/-.

c) Multiplier applicable with reference to age : 17

d) Loss of future earnings : (27000 x 17) : Rs. 4,59,000/-

***Illustration 'C'** : The injured was 25 years and a final year Engineering student. As a result of the accident, he was in coma for two months, his right hand was amputated and vision was affected. The permanent disablement was assessed as 70%. As the injured was incapacitated to pursue his chosen career and as he required the assistance of a servant throughout his life, the loss of future earning capacity was also assessed as 70%. The calculation of compensation will be as follows :*

a) Minimum annual income he would have got if had been employed as an Engineer : Rs. 60,000/-

b) Loss of future earning per annum (70% of the expected annual income) : Rs. 42000/-

c) Multiplier applicable (25 years) : 18

d) Loss of future earnings : (42000 x 18) : Rs. 7,56,000/-

[Note : The figures adopted in illustrations (A) and (B) are hypothetical. The figures in Illustration (C) however are based on actuals taken from the decision in Arvind Kumar Mishra (supra)].

19. 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:-

> "*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.*"

20. Hon'ble Supreme Court in the case of ***Erudhaya Priya Vs. State Express Tran. Corpn. Ltd.*** ***2020 ACJ 2159***, has held as under:-

" *7. There are three aspects which are required to be examined by us:*

(a) the application of multiplier of '17' instead of '18';

The aforesaid increase of multiplier is sought on the basis of age of the appellant as 23 years relying on the judgment in National Insurance Company Limited v. Pranay Sethi and Others, 2017 ACJ 2700 (SC). In para 46 of the said judgment, the Constitution Bench effectively affirmed the multiplier method to be used as mentioned in the table in the case of Sarla Verma (Smt) and Others v. Delhi Transport Corporation and Another, 2009 ACJ 1298 (SC) . In the age group of 15-25 years, the multiplier has to be '18' along with factoring in the extent of disability.

The aforesaid position is not really disputed by learned counsel for the respondent State Corporation and, thus, we come to the conclusion that the multiplier to be applied in the case of the appellant has to be '18' and not '17'.

(b) Loss of earning capacity of the appellant with permanent disability of 31.1%

In respect of the aforesaid, the appellant has claimed compensation on what is stated to be the settled principle set out in Jagdish v. Mohan & Others, 2018 ACJ 1011 (SC) and Sandeep Khanuja v. Atul Dande & Another, 2017 ACJ 979 (SC). We extract below the principle set out in the Jagdish (supra) in para 8:

> *"8. In assessing the compensation payable the settled principles need to be borne in mind. A victim who suffers a permanent or temporary disability occasioned by an accident is entitled to the award of compensation. The award of compensation must cover among others, the following aspects:*
>
> i. *Pain, suffering and trauma resulting from the accident;*
> ii. *Loss of income including future income;*

iii. *The inability of the victim to lead a normal life together with its amenities;*

iv. *Medical expenses including those that the victim may be required to undertake in future; and*

v. *Loss of expectation of life."*

[emphasis supplied]

The aforesaid principle has also been emphasized in an earlier judgment, i.e. the Sandeep Khanuja case (supra) opining that the multiplier method was logically sound and legally well established to quantify the loss of income as a result of death or permanent disability suffered in an accident.

In the factual contours of the present case, if we examine the disability certificate, it shows the admission/hospitalization on 8 occasions for various number of days over 1½ years from August 2011 to January 2013. The nature of injuries had been set out as under:

*"**Nature of injury**:*

i. *compound fracture shaft left humerus*

ii. *fracture both bones left forearm*

iii. *compound fracture both bones right forearm*

iv. *fracture 3rd, 4th & 5th metacarpals right hand*

v. *subtrochanteric fracture right femur*

vi. *fracture shaft femur*

vii. *fracture both bones left leg*

We have also perused the photographs annexed to the petition showing the current physical state of the appellant, though it is stated by learned counsel for the respondent State Corporation that the same was not on record in the trial court. Be that as it may, this is the position even after treatment and the nature of injuries itself show their extent. Further, it has been opined in para 13 of Sandeep Khanuja case (supra) that while applying the multiplier method, future prospects on *advancement in life and career are also to be taken into consideration.*

We are, thus, unequivocally of the view that there is merit in the contention of the appellant and the aforesaid principles with regard to future prospects must also be applied in the case of the appellant taking the permanent disability as 31.1%. The quantification of the same on the basis of the judgment in National Insurance Co. Ltd. case (supra), more specifically para 61(iii), considering the age of the appellant, would be 50% of the actual salary in the present case.

(c) The third and the last aspect is the interest rate claimed as 12%

In respect of the aforesaid, the appellant has watered down the interest rate during the course of hearing to 9% in view of the judicial pronouncements including in the Jagdish's case (supra). On this aspect, once again, there was no serious dispute raised by the learned counsel for the respondent once the claim was confined to 9% in line with the interest rates applied by this Court.

CONCLUSION

8. The result of the aforesaid is that relying on the settled principles, the calculation of compensation by the appellant, as set out in para 5 of the synopsis, would have to be adopted as follows:

Heads	***Awarded***
Loss of earning power (Rs.14,648 x 12 x 31.1/100	*Rs. 9,81,978/-*
Future prospects (50 per cent addition)	*Rs.4,90,989/-*
Medical expenses including transport charges,	*Rs.18,46,864/-*

nourishment, etc.	
Loss of matrimonial prospects	*Rs.5,00,000/-*
Loss of comfort, loss of amenities and mental agony	*Rs.1,50,000/-*
Pain and suffering	*Rs.2,00,000/-*
Total	*Rs.41,69,831/-*

The appellant would, thus, be entitled to the compensation of Rs. 41,69,831/- as claimed along with simple interest at the rate of 9% per annum from the date of application till the date of payment.

XOBJC-114-2018

21. A perusal of the award reveals that the respondent No.1/cross-objector/claimant was stated to be 60 years of age. The disability certificate (Ex. PW10/A) has been placed on record to substantiate the same. Therefore, the age of the respondent No.1/cross-objector/claimant can be rightly assessed as 60 years.

22. Furthermore, it has come on record that the respondent No.1/cross-objector/claimant was retired from service and was receiving pension of ₹5985/- per month, which shows by the document Ex.PA-3 (retirement pension). Further, Disability Certificate (Ex. PW10/A) showing **72%** permanent disability on account of Moderate Ataxia and Mild Mental Retardation, has been placed on record. The said disability certificate has been duly proved by PW10, who was one of the members of the Medical Board constituted on 15.03.2017 for assessment of the disability of respondent No.1 /cross-objector/claimant. Thereafter, the learned Tribunal has rightly treated his disability as 100% functional disability.

23. A perusal of award reveals that the learned Tribunal has not awarded any compensation towards loss of income to respondent No.1/cross-objector/claimant on the ground that no evidence was produced to show that respondent No.1/cross-objector/claimant was not paid salary after the accident and that he was receiving retirement pension.

24. However, the reasoning adopted by the learned Tribunal cannot be accepted in its entirety. Merely because the injured was a government employee and continued to receive salary during the period of medical leave and was subsequently granted pension, it does not *ipso facto* mean that he did not suffer any loss of earning capacity. The material on record shows that the cross-objector/Sher Singh has been assessed to have suffered 100% functional disability. Such disability inevitably affects the capacity of a person to effectively discharge his duties and also deprives him of the opportunity to continue in service or to undertake any future gainful employment.

25. In the present case, due to the injuries sustained in the accident, the injured was compelled to remain on prolonged medical leave and ultimately retired from service. Had the accident not occurred, he could have re-employed or work after retirement. Considering the facts and circumstances of the case in hand, this Court deems it appropriate to assess his future income loss as **Rs.5,800/-** per month as minimum wages for skilled worker in Haryana to meet the ends of justice.

26. A further perusal of the record shows that the learned Tribunal has awarded the compensation on the lower side to the claimant/cross-objector under the heads of Pain and suffering, which is required to be

enhanced. It is trite that permanent disability suffered by an individual not only impairs his cognitive abilities and his physical facilities, but there are multiple non-quantifiable implications for the victim. Further, the very fact that healthy person turns into invalid being deprived of normal companionship and incapable of leading a productive life makes one suffer loss of dignity. As per the facts of the case the respondent No.1/cross-objector/claimant suffered injuries and fractures due to the accident in question.

27. The Hon'ble Apex Court in the case of '***KS Muralidhar versus R Subbulakshmi and another 2024 INSC 886*** highlighted the intangible but devastating consequence of pain and suffering. The relevant portion of the same is reproduce as under:-

> "*15. Keeping in view the above-referred judgments, the injuries suffered, the `pain and suffering' caused, and the life-long nature of the disability afflicted upon the claimant-appellant, and the statement of the Doctor as reproduced above, we find the request of the claimant-appellant to be justified and as such, award Rs.15,00,000/- under the head `pain and suffering', fully conscious of the fact that the prayer of the claimant-appellant for enhancement of compensation was by a sum of Rs. 10,00,000/-, we find the compensation to be just, fair and reasonable at the amount so awarded.*"

28. Therefore, in view of the above judgment and facts and circumstances of the present case keeping in view 100% functional disability of respondent/cross-objector, this Court deems it appropriate to grant compensation of **Ten lakhs** under the heads of pain and suffering.

29. Further perusal of the record shows that the respondent No.1/cross-objector/claimant suffered various grievous injuries on his body making his life miserable. As a result, he has to depend on others for his daily activities and likely to have employed attendant to assist him for his necessary physical movements. This Court has dealt with similar issue in case titled as ***Ajay Kumar vs. Jasbir Singh and others, passed in FAO No 1356-2007, decided on 18.02.2025.*** The relevant portion of the same is reproduced as under:-

> ***"ATTENDANT CHARGES***
>
> *36. So far as attendant charges is concerned, the Hon'ble Apex Court in* ***Kajal Vs. Jagdish Chand and others, 2020(2)R.C.R. (Civil) 27,*** *held that where injured was a female child aged about12 years and date of the accident was 18.10.2007 and it was observed by the Hon'ble Apex Court that* ***to determine the attendant charges, Multiplier system should be applied****. Relevant paragraphs No. 22 and 25 of the aforesaid judgment are as under:*
>
>> *"22. The attendant charges have been awarded by the High Court at the rate of Rs.2,500 per month for 44 years, which works out to Rs. 13,20,000. Unfortunately, this system is not a proper system. Multiplier system is used to balance out various factors. When compensation is awarded in lump sum, various facts are taken into consideration. When compensation is paid in lump sum, this court has always followed the multiplier system. The multiplier system should be followed not only for determining the compensation on account of loss of income but also for determining the attendant charges, etc. This system was recognized by this Court in Gobald Motor Service Ltd. v. R.M.K. Veluswami, 1958-65 ACJ 179 (SC). The multiplier system factors in the inflation rate, the rate of interest payable on the lump sum award, the longevity of the claimant, and also other issues such as the uncertainties*

of life. Out of all the various alternative methods, the multiplier method has been recognized as the most realistic and reasonable method. It ensures better justice between the parties and thus results in award of just compensation' within the meaning of the Act.

23. xxxxx

24. xxxxx

25. Having held so, we are clearly of the view that the basic amount taken for determining attendant charges is very much on the lower side. We must remember that this little girl is severely suffering from incontinence meaning that she does not have control over her bodily functions like passing urine and faeces. As she grows older, she will not be able to handle her periods. She requires an attendant virtually 24 hours a day. She requires an attendant who though may not be medically trained but must be capable of handling a child who is bedridden. She would require an attendant who would ensure that she does not suffer from bed sores. The claimant has placed before us a notification of the State of Haryana of the year 2010, wherein the wages for skilled labourer is Rs.4,846 per month. We, therefore, assess the cost of one attendant at Rs.5,000 and she will require two attendants which works out to Rs.10,000/- per month, which comes to Rs. 1,20,000/- per annum, and using the multiplier of 18 it works out Rs. 21,60,000 for attendant charges for her entire life. This take care of all the pecuniary damages.

37. In view of the above as per the Disability Certificate, which is 100% and which requires full-time attendant, therefore, it would be appropriate to decide the attendant charges accordingly. 100% disability would require day and night attendants, meaning thereby two attendants would be required. Further 100% disability of the appellant-claimant would require trained attendant i.e. who should have knowledge of nursing and experience as well. Further the minimum amount *which an attendant would demand is Rs.10,000/-. Since two attendants are required for 100% disability, it would be appropriate to take the minimum amount of Rs.10,000/- each of two attendants i.e. amounting to Rs.20,000/- for two attendants.*

38. In the instant case, there is substantial medical evidence establishing that the injured appellant-claimant has suffered from a 100% disability of the lower limb, as per Ex. P-4. Over the past 20 years since the accident on 31.05.2005, the injured has faced significant challenges in leading a normal life. Furthermore, medical testimony confirms that the injured person is unable to carry out daily activities independently.

*39. Applying the principles laid down in **Kajal's case (supra)** it is evident that the appellant-claimant requires continuous assistance from two attendants for 24 hours a day. In **Kajal's case (supra)**, the Hon'ble Supreme Court emphasized that the multiplier system must be followed to determine attendant charges, taking into account factors such as longevity, inflation, interest rates, and the uncertainties of life. The Court also highlighted that an individual with severe disabilities requires dedicated attendants, even if they are not medically trained, to ensure proper care and prevent further complications such as bedsores.*

30. In view of the above judgment and considering age and 100% functional disability suffered by the respondent No.1/cross-objector/claimant-Sher Singh, the respondent No.1/cross-objector is entitled to attendant charges to the tune of **Rs.2,00,000/-.**

31. Furthermore, keeping in view the nature of injuries and the permanent disability suffered by respondent No.1/cross-objector/claimant, it cannot be ruled out that he may require continuous medical care, treatment and assistance in future. Considering the gravity of disability and overall

circumstances of the case, this Court deems it just and appropriate to award a sum of **₹1,00,000/-** towards future medical expenses.

32. Further perusal of the award reveals that no future prospect has been awarded by the learned Tribunal, therefore, 10% should be awarded for future prospects as per the settled law.

33. A further perusal of the award reveals that no amount is granted by the learned Tribunal under the heads of transportation charges and loss of amenities of life. Furthermore, meager amount is awarded under the head of special diet, therefore, the award requires interference and indulgence of this Court

RELIEF

34. In view of the above, the present appeal is dismissed and the cross-objection is allowed and award dated 18.08.2017 is modified. Accordingly, as per the settled principles of law as laid down by Hon'ble Supreme Court as mentioned above, the respondent No.1/cross-objector/claimant is held entitled to the enhanced amount of compensation as calculated below:-

Sr. No.	***Heads***	***Compensation Awarded***
1	*Income*	*Rs.5,800/-*
2	*Loss of future prospects (10%)*	*Rs.580/- (10% of Rs.5800/-)*
3	*Annual Income*	*Rs.76,560/- (Rs.6380/- X 12)*
4	*Loss of future earning on account of 100% disability*	*Rs.76,560/- (Rs.76,560 /- X 100%)*
5	*Multiplier of 9*	*Rs.6,89,040/- (Rs.76560/-X 9)*
6	*Medical expenses*	*Rs.4,44,077/-*
7	*Pain and suffering*	*Rs.10,00,000/-*
8	*Attendant Charges*	*Rs.2,00,000/-*
9	*Transportation Charges*	*Rs.50,000/-*

10	*Special Diet*	*Rs.1,00,000/-*
11	*Medical expenses for future treatment*	*Rs.1,00,000/-*
12	*Loss of amenities of life*	*Rs.1,00,000/-*
13	***Total compensation awarded:-***	***Rs.26,83,117/-***
14	***Deduction:-*** *Amount awarded by Tribunal*	***Rs.4,74,077/-***
15	***Enhanced amount of compensation***	***Rs.22,09,040/-*** ***(26,83,117 - 4,74,077)***

35. 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 Nadu State Transport Corporation (2022) 5 Supreme Court Cases 107***, the respondent No.1/cross-objector/claimant is granted the interest @ 9% per annum on the enhanced amount from the date of filing of claim petition till the date of its realization.

36. The appellant-Insurance Company is directed to deposit the enhanced amount 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 account of the respondent No.1/cross-objector/claimant. The respondent No.1/cross-objector/claimant is directed to furnish his bank account details to the Tribunal.

37. Pending miscellaneous applications, if any, are also disposed of.

12.03.2026 **(SUDEEPTI SHARMA)**
Ayub/Saahil **JUDGE**

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