



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

FAO-6701-2018 (O&M)

Date of Decision : 21.08.2025

Nimo and Another ... Appellants

Versus

Raj Singh and Another ... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Ajit Sihag, Advocate for the appellants.

Mr. Sandeep Suri, Advocate for respondent No.2.

ALKA SARIN, J. (Oral)

1. Present appeal has been preferred by the claimant-appellants aggrieved by the quantum of compensation awarded by the Motor Accident Claims Tribunal, Charkhi Dadri (hereinafter referred to as the 'Tribunal') vide award dated 13.04.2018 on account of death of Anil (hereinafter referred to as the 'deceased'). The parties are being referred to as the claimants, Insurance Company and driver and owner of the offending vehicle for the sake of clarity.

2. Since the facts, as recorded in the impugned award passed by the Tribunal, are not in dispute, the same are not being adverted to for the sake of brevity.

3. The Tribunal in the present case awarded the following compensation :

Sr. No.	Heads	Compensation Awarded
1	Monthly income	₹8,000/-

2	Future prospects	40%
3	Deduction	50%
4	Multiplier	17
5	Loss of dependency	₹8,56,800/-
6	Loss of consortium	₹40,000/-
7	Funeral expenses	₹15,000/-
8	Loss of estate	₹15,000/-
	Total Compensation	₹9,26,800/-
	Interest	9% per annum

4. Learned counsel for the claimant-appellants states that he does not challenge the income, deduction and the addition towards loss of future prospects as assessed by the Tribunal however, learned counsel for the claimant-appellants would contend that the age of the deceased has been assessed as 30 years on the basis of postmortem report (Ex.PZA). Learned counsel for the claimant-appellants would further contend that the deceased in the present case was 19/20 years of age as is apparent from a perusal of the FIR as well as the fact that the mother of the deceased was 43 years and father was 45 years of age at the time of accident. It is further the contention that it is not possible that when the parents are aged 43 years and 45 years the son would be 30 years of age which would mean that the child was born when the mother was 13 years and father was 15 years of age. Learned counsel for the claimant-appellants has further contended that even a perusal of the postmortem report (Ex.PZA) would reveal that it is not clear from the said report as to whether the age has been mentioned as 20 or 30 years. Learned counsel for the claimant-appellants has further referred to the statement of PW1 i.e. father of the deceased wherein he specifically stated that age of the deceased was 19 years. No suggestion was put to the said witness

controverting the age of the deceased. Learned counsel for the claimant-appellants has also handed over a copy of the migration certificate which shows the date of birth of the deceased as 02.11.1996. It has further been contended that the Tribunal has erred while calculating the compensation inasmuch as if the age of the deceased is taken as 19/20 years, a multiplier of '18' would be applicable and that the compensation awarded under the conventional heads as well as under the head 'loss of consortium' is not in consonance with the judgments of the Hon'ble Supreme Court. In support of his arguments, he has relied upon the judgments of the Hon'ble Supreme Court in the cases of **Sarla Verma & Ors. vs. Delhi Transport Corporation & Anr.** [(2009) 6 SCC 121], **National Insurance Company Ltd. vs. Pranay Sethi & Ors.** [(2017) 16 SCC 680], **Magma General Insurance Company Limited vs. Nanu Ram alias Chuhru Ram & Ors.** [(2018) 18 SCC 130] and **N. Jayasree & Ors. vs. Cholamandalam M.S General Insurance Company Ltd.** [2021(4) RCR (Civil) 642].

5. *Per contra* learned counsel for the Insurance Company would contend that as per the postmortem report, the age of the deceased has been mentioned as 30 years. It is further the contention that sufficient amount of compensation has already been awarded and there is no scope for any further enhancement.

6. Heard.

7. In the present case, no appeal has been preferred by the Insurance Company. Since there is no challenge to the income, deduction and the addition towards loss of future prospects as assessed by the Tribunal, the same are maintained. In the present case, the categorical case of the claimant-appellants in the claim petition as well as in the statements of the witnesses

was that the deceased was 19 years of age. In the postmortem report (Ex.PZA) the age of the deceased has been written in a manner that it is not decipherable as to whether it was 20 or 30 years. In view thereof, the Court would have to see other facts and evidence to ascertain the age of the deceased. The age of the parents in the claim petition has been mentioned as 43 and 45 years respectively. It is not possible that they would have a son who was 30 years of age, which would mean that the deceased was born when the mother was 13 years and father was 15 years of age. Further still, in the FIR which was lodged on the same day of the accident, the age of the deceased has been mentioned as 19 years. Even in the statement of PW1 the age of the deceased has clearly been mentioned as 19 years. No suggestion was put by the Insurance Company or by the driver and owner of the offending vehicle qua the age of the deceased being 30 years. From the evidence on the record and the facts it can safely be deduced that the age of the deceased was 19/20 years. In view thereof, a multiplier of 18 would be applicable.

8. Further, the amounts awarded by the Tribunal under the conventional heads as well as under the head 'loss of consortium' are not in accordance with the law. Accordingly, as per the law laid down by the Hon'ble Supreme Court in the cases of **Pranay Sethi** (supra), **Magma General Insurance Company Limited** (supra) and **N. Jayasree** (supra), the claimant-appellants would be entitled to ₹18,000/- (₹15,000+20% increase) towards loss of estate and ₹18,000/- (₹15,000+20% increase) towards funeral expenses and further to an amount of ₹48,000/- each (₹40,000+20% increase) towards loss of filial consortium. Accordingly, the reworked compensation is as under :

Sr. No.	Heads	Compensation Awarded
1	Monthly Income	₹8,000/-
2	Annual Income	₹96,000/- [₹8,000 x 12]
3	Deduction - 50%	₹48,000/- [₹96,000 – 48,000]
4	Future Prospects - 40	₹67,200/- [₹48,000 + 19,200]
5	Multiplier - 18	₹12,09,600/- [₹67,200 x 18]
6	Loss of estate	₹18,000/-
7	Funeral expenses	₹18,000/-
8	Loss of consortium (i) Filial [₹48,000/- x 2]	₹96,000/- (Total ₹96,000/-)
	Total Compensation	₹13,41,600/-

9. The amount in excess of and over and above the amount awarded by the Tribunal shall also attract interest @ 7.5% per annum from the date of filing of the claim petition till the realization of the entire amount.

10. In view of the decision by the Hon'ble Supreme Court in **Parminder Singh vs. Honey Goyal & Ors. [2025 AIR (SC) 1713]**, after calculation of the enhanced amount, the same be transferred by the Insurance Company in the bank account(s) of the claimants within six weeks from today and the apportionment thereof shall be as per the percentage directed by the Tribunal. The particulars of the bank account(s) alongwith the requisite documents(s) in support thereof shall be furnished by the claimants to the Insurance company within a period of two weeks from the date of this order and needful shall be done by the Insurance Company after verification thereof within four weeks thereafter alongwith up-to-date interest. The compliance shall be reported by the Bank to the Tribunal concerned.

11. In view of the above discussion, the impugned award passed by the Tribunal is modified in the above terms and the appeal filed by the

claimant-appellants stands disposed off accordingly. Pending applications, if any, also stand disposed off.

21.08.2025
jk

**(ALKA SARIN)
JUDGE**

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO