

FAO-479-2001 (O&M)
FAO-2558-2000 (O&M)
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FAO-3073-1999 (O&M)

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

1.FAO-479-2001 (O&M)

**Punjab State through General Manager, Punjab Roadways,
Jalandhar Depot-I**

..Appellant

Versus

Pushap Lata and others

..Respondents

2.FAO-2558-2000 (O&M)

General Manager, Punjab Roadways, Jalandhar and another

..Appellants

Versus

Ajit Singh and others

..Respondents

**3.FAO-2559-2000 (O&M)
and CM-12830-CII-2025**

General Manager, Punjab Roadways, Jalandhar and another

..Appellants

Versus

Kamla Devi and others

..Respondents

4.FAO-3073-1999 (O&M)

Surinder Singh

..Appellants

Versus

Ajit Singh and others

..Respondents

**Reserved on : 24.09.2025
Date of decision: 26.09.2025**

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CORAM: HON'BLE MS. JUSTICE MANDEEP PANNU

Present: **FAO-479-2001**

Mr. Akhil Kamra, AAG, Punjab
for the appellant

None for the respondents

FAO-2558-2000

Mr. Akhil Kamra, AAG, Punjab
for the appellants

Mr. Arshad Ali, Advocate for
Ms. Amrita Nagpal, Advocate
for respondent No.1

Mr. Vinod Chaudhri, Advocate
for respondent No.4.

FAO-2559-2000 & CM-12830-CII-2025

Mr. Akhil Kamra, AAG, Punjab
for the appellants

Ms. Bhavna Kapur, Advocate
for respondent No.3 and
applicant in CM-12830-CII-2025

FAO-3073-1999

Ms. Harpreet Kaur, Advocate
for the appellant

Mr. Arshad Ali, Advocate for
Ms. Amrita Nagpal, Advocate
for respondent No.1

MANDEEP PANNU, J.

1. The aforesaid First Appeals against orders, namely FAO No. 479 of 2001, FAO No.2558 of 2000, FAO No.2559 of 2000 and FAO No.3073 of 1999, have been filed arising out of a common award dated 02.08.1999 passed by the learned Motor Accident Claims Tribunal, Patiala (hereinafter referred to as 'Tribunal'). Since all these



appeals spring from the same accident and common award, they are being disposed of together by this common judgment.

Facts of the Case

2. Briefly stated, the accident took place on 16.08.1992 at about 9.30 a.m. between two buses: (i) bus No. DL-IP-1778 belonging to Prince Bus Service, Lajpat Rai Market, Lalqilla, Delhi through its Prop./owner Om Parkash (hereinafter referred to as “bus no.1”), driven by Ajit Singh and (ii) bus No. PB-12-A-9617 belonging to Punjab Roadways, Jalandhar Depot-I (hereinafter referred to as “bus no.2”), driven by Surinder Singh.

3. The learned Tribunal, by the impugned award dated 02.08.1999, held Ajit Singh- driver of bus no.1 negligent and fastened liability accordingly. The finding regarding negligence of bus no.1 has not been challenged and, therefore, stands affirmed. It is also undisputed that bus no.1 was owned by Prince Bus Service, Lajpat Rai Market, Lalqilla, Delhi through its Prop./owner Om Parkash and insured with New India Assurance Company Limited, whereas bus no.2 belonged to Punjab Roadways and was being driven by its employee-Surinder Singh at the relevant time.

4. The New India Assurance Company (insurer of bus no.1) had entered appearance and filed written statements in some of the claim petitions. However, due to inadvertence, in some claim petitions and in the resultant FAOs, the insurer’s name was not specifically



incorporated in the memo of parties, though it was otherwise impleaded descriptively as “insurance company to be disclosed” and had actively contested the claim petitions by filing separate written statements.

Question of Non-impleadment of Insurance Company & CM-12830-CII-2025 in FAO-2559-2000

5. In FAO No. 479 of 2001 and FAO No.2559 of 2000, the name of the insurance company was not formally set out in the memo of parties whereas in FAO No. 2558 of 2000, the insurer was properly impleaded by name.

6. The contention urged on behalf of the insurer is that, in those FAOs where it was not impleaded by name, no liability can be fastened on it.

7. Having considered the record, this Court finds that all six claim petitions pertaining to same accident were consolidated, evidence was recorded in the main petition titled as ‘Pushap Lata and others v. Ajit Singh and others’, and the insurer of bus no.1 was before the Tribunal throughout, contesting the claims by filing written statements. The omission to formally carry its name in the array of parties in some claim petitions, and consequently in some FAOs, is an irregularity of procedure, which does not go to the root of the matter.

8. Once the insurer had notice, participated in the proceedings, filed its defence, and is represented before this Court in



the connected appeals, it cannot be permitted to escape liability on the ground of mere technical omission. The settled principle is that misdescription or non-mention in memo of parties, where the party is otherwise before the Court and has contested, is curable and cannot result in dismissal of the appeal (Order 1 Rule 9 & 10 CPC).

9. Therefore, this Court holds that the omission to mention the New India Assurance Company Limited in the memo of parties in FAO No. 479 of 2001 and FAO No. 2559 of 2000 is only a curable irregularity. Since the insurer has been contesting before the Tribunal as well as before this Court in the connected appeals, it is ordered that the New India Assurance Company Limited shall be deemed to be impleaded as a party-respondent in other two appeals i.e FAO-479 of 2001 and FAO-2559 of 2000.

10. Now coming to CM-12830-CII-2025 in FAO-2559-2000 regarding deletion of the name of the applicant i.e “Prop. Prince Bus Service, Kapurthala through its Manager”, it is submitted by learned counsel for applicant that respondent No.3 in FAO-2559-2000 was a different entity having a similar name i.e “Prop. Prince Bus Service Kapurthala through its Manager” whereas correct particulars are “Prince Bus Service, Lajpat Rai Market, Lal Killa, Delhi through its prop./owner Om Parkash” and therefore, its name be deleted from array of respondents in FAO-2559-2000.



11. This contention of learned counsel for applicant is devoid of any force as perusal of memo of parties in claim petition before Tribunal titled as “Kamla Devi vs. Driver Ajit Singh and others” MACT no.189-T/99/15.2.93, (from which FAO-2559-2000 has arisen) applicant has been impleaded as respondent No.2 namely “Prop. Prince Bus Service, Kapurthala”.

12. Faced with this situation where the applicant was impleaded as respondent No.2 in the claim petition before the Tribunal, its name cannot be deleted in FAO-2559-2000. Hence, the application stands dismissed.

13. However, regarding liability of applicant/respondent No.3 in FAO-2559-2000 titled as “General Manager, Punjab Roadways and another vs. Kamla Devi and others”, it is hereby submitted that as held in para No.7 of this judgment, all six claim petitions were consolidated, evidence was recorded in the main petition titled as ‘Pushap Lata and others v. Ajit Singh and others’, and owner and the insurer of bus No.1 were before the Tribunal throughout, contesting the claims by filing written statements, therefore, even if owner of bus No.1 is not properly impleaded by giving complete address i.e “Prince Bus Service, Lajpat Rai Market, Lal Killa, Delhi through its prop./owner Om Parkash” and instead the address of “Prop. Prince Bus Service” has been wrongly mentioned as “Prop. Prince Bus Service, Kapurthala”, it would not make any difference. It is the

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Prince Bus Service through Om Parkash which is litigating throughout and the said bus is insured with New India Assurance Company. Therefore, there cannot be any liability of applicant/respondent No.3 “Prop. Prince Bus Service, Kapurthala” and the same is of “Prince Bus Service, Lajpat Rai Market, Lal Killa, Delhi through its prop./owner Om Parkash” which cannot escape its liability in MACT no.189-T/99/15.2.93 (FAO-2559-2000), all being consolidated as detailed above.

Liability of Bus No.2 (Punjab Roadways)

14. It is next contended by learned counsel for the appellants in FAO No. 479 of 2001 and FAO No. 2559 of 2000 that the learned Tribunal has erred in fastening joint and several liability upon the Punjab State through General Manager, Punjab Roadways, Jalandhar Depot (bus no.2), along with the driver, owner and insurer of the offending bus no.1. It is submitted that once the Tribunal had returned a clear finding that the accident was caused solely on account of rash and negligent driving of bus no.1 by its driver Ajit Singh, there was no justification to saddle bus no.2 or its owner Punjab Roadways with liability.

15. I have considered the above contention and find merit in the same. A perusal of the award dated 02.08.1999 makes it evident that the learned Tribunal, while holding bus no.1 negligent, did not record any finding of contributory negligence or rash driving on the



part of bus no.2. In such circumstances, the fastening of liability upon bus no.2 jointly and severally with the driver, owner and insurer of bus no.1 is clearly unsustainable.

16. Accordingly, it is held that the liability to satisfy the award shall rest solely upon the driver, owner and insurer of bus no.1 (i.e DL-IP-1778). The award of the Tribunal to the extent it holds the Punjab State through General Manager, Punjab Roadways, Jalandhar Depot (bus no.2) jointly and severally liable is hereby set aside. It is ordered that there shall be no liability of bus no.2 or its owner to pay any compensation. Hence, FAO-479-2001 and FAO-2559-2000 stand allowed.

17. FAO-2558-2000 has been filed by Punjab Roadways on the ground that the Tribunal has erred in dismissing its claim petition for grant of compensation on account of damage caused to its bus (i.e bus no.2) in the accident which has been caused by rash and negligent driving of Ajit Singh-driver of bus no.1.

18. This Court does not find any merit in the contentions of the learned counsel representing appellant-Punjab Roadways. The Tribunal has rightly dismissed the claim petition in the absence of any cogent evidence as to where the damaged bus was repaired and due to the non-production of any repair bills reflecting the amount allegedly spent by Punjab Roadways. The mere testimony of driver Surinder Singh, stating that the loss to the Roadways bus is to the tune of Rs.



2–3 lakhs, is not sufficient to prove the expenditure incurred on its repair. Furthermore, Punjab Roadways, being a State Department, is expected to diligently maintain records pertaining to bills, payments, and related expenditures. Therefore, the failure of the appellant-Punjab Roadways, to produce proper bills for the amount allegedly spent on the repair of the bus cannot be ignored and warrants dismissal of the appeal. Accordingly, FAO-2558-2000 is dismissed.

19. FAO-3073-1992 has been filed by Surinder Singh, who was driver of bus no.2, for enhancement of compensation awarded by the Tribunal. The Tribunal has held that he suffered grievous injuries as a result of the accident caused by the rash and negligent driving of the driver of Bus No. 1. He sustained permanent disability to the extent of 30% as per Certificate Ex.P7, along with disfigurement of the face and multiple other injuries. The compensation awarded to him by the Tribunal is as under:-

Sr.No.	Head	Amount
1.	For mental agony, pain and suffering	20,000/-
2.	For expenses incurred on the treatment and operation	10,000/-
3.	For special diet and incidental expenses like transport charges	10,000/-
4.	For dis-figurement	5,000/-
	Total	Rs.45,000/-

20. Learned counsel for Surinder Singh-claimant/injured contends that compensation awarded by the Tribunal is highly inadequate as it failed to grant any future prospects as well as



compensation for permanent disability suffered by the claimant taking into consideration multiple injuries resulting into shortening of his leg by 2 inches and permanent disability to the extent of 30% as well as the pain and suffering undergone by him, which includes disfigurement of face, broken teeth, undergoing operation, hospitalization etc.

21. Per contra, learned counsel for respondent no.1 submits that adequate compensation has already been awarded by the Tribunal and the same needs no interference.

22. This Court has considered the submissions made by the learned counsel for the parties.

23. Since the factum of accident due to rash and negligent driving of Ajit Singh, driver of bus no.1/ respondent no.1 (in present appeal) is not disputed, this Court proceeds to examine the amount of compensation to which the claimant/injured would be entitled to. He was working as Driver with Punjab Roadways and was aged 40 years at the time of accident. Medical certificate issued to him by the Civil Surgeon, Patiala reads as under:-

*“Old operated case of fracture neck femur
Right with shortening of right lower limb by 2” (two
inches) and moderate stiffness of right knee and hip
disability is permanent and is 30%”*



24. A two-inch leg length discrepancy for a bus driver can cause postural issues and could impair his ability to control the vehicle, impacting safety and increasing the risk of accidents. Therefore, such a disability for a bus driver is material and would have impact on his functional capacity. Even as per claimant's own submission in grounds of appeal, after accident, he has been assigned inactive duty, which has resulted in loss of earning on account of overtime/TA. Notwithstanding retention in service, the disability would affect the future prospects of promotion and other benefits like overtime/TA, which would be lost by the claimant. Moreover, nature of disability will have adverse effect on post retirement life as well. Therefore, taking into account the aforesaid facts and medical certificate, functional disability arising due to permanent disability suffered by the claimant/injured is assessed as 30%.

25. Now, this Court proceeds to assess income of the claimant/injured. He claimed to be drawing monthly salary of Rs.4000/- and having extra income by doing over-time/TA/DA to the tune of Rs.2500-3000/- per month as he was driving bus on Jammu-Delhi route and Rs.2000/- per month from dairy work. His salary certificate Ex.A8 shows that he was drawing salary of Rs.4599/- after deductions i.e Rs.200/- towards GPF and Rs.30/- towards GIS contribution. Thereby depicting his total salary as Rs.5029/-. Ex.A7 shows that in year 1992 (i.e year of accident), the claimant was getting



TA of Rs.25/- per night for Punjab, for Delhi-Jammu TA of Rs.45/- per night and Rs.80/- per day for Delhi-Jammu route. Hence, plea of claimant's earning some amount from overtime is substantiated. Therefore, going by these two certificates i.e salary certificate and over-time rate certificate, this Court assess his income as Rs.5500/- per month. As per settled law, he is also entitled to future prospects at the rate of 30% and multiplier of 15 considering his age as 40 years at the time of accident. However, amounts awarded by the Tribunal under Heads 'Pain and suffering', 'special diet', 'treatment charges' and 'disfigurement of face' are maintained.

26. Accordingly, compensation to be awarded to Surinder Singh is reworked as under:-

Sr.No.	Head	Amount
1.	Income	5500/-
2.	Future prospects @ 30% $5500 \times 30\% = 1650$	1650/-
3.	Monthly income $5500+1650 = 7150/-$	7150/-
4.	Annual income $7150 \times 12 = 85,800/-$	85,800/-
5.	Multiplier @ 15 $15 \times 85,800 = 12,87,000/-$	12,87,000/-
6.	Compensation for Permanent disability @ 30% $1287000 \times 30\% = 3,86,100/-$	3,86,100/-
7.	For mental agony, pain and suffering	20,000/-
8.	For expenses incurred on the treatment and operation	10,000/-
9.	For special diet and incidental expenses like transport charges	10,000/-
10.	For dis-figurement	5,000/-
	Total	Rs.4,31,100/-

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27. The claimant shall be entitled to difference in amount of compensation alongwith interest at the rate of 7.5% per annum from the date of filing of the claim petition till its realization. Rest of the award passed in claim petition i.e. MACT No.186-T/99/5.2.93 titled as 'Surinder Singh vs. Ajit Singh and others' is maintained. Hence, FAO-3073-1999 stands partly allowed.

28. Accordingly, the appeals i.e FAO-479-2001 and FAO-2559-2000 are allowed, FAO-2558-2000 is dismissed and FAO-3073-1999 stands partly allowed.

29. All the pending miscellaneous applications, if any, are also disposed of.

(MANDEEP PANNU)
JUDGE

26.09.2025

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