



**FAO-3904-2007 (O&M) &  
XOBJC-21-CII-2009**

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

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**FAO-3904-2007 (O&M) &  
XOBJC-21-CII-2009**

**Date of Decision : 21.03.2025**

National Insurance Company Ltd.

...Appellant

VERSUS

Smt. Mithlesh Yadav and others

...Respondents

**CORAM : HON'BLE MRS. JUSTICE SUDEEPTI SHARMA**

Present: Mr. Aseem Aggarwal, Advocate, for  
Mr. Harsh Aggarwal, Advocate  
for the appellant-Insurance Company.

Mr. Jaswant Singh, Advocate for  
Mr. Rajesh Bansal, Advocate,  
for the respondents No.1 to 4 (in FAO-3904-2007)  
for the cross-objectors (in XOBJC-21-CII-2009).

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**SUDEEPTI SHARMA, J.**

1. The aforesaid appeal filed by the Insurance Company and the Cross-Objections filed by the claimants/cross-objectors against the same award dated 01.02.2007 passed by the learned Motor Accident Claims Tribunal, Rewari (for short, 'the Tribunal') are being decided by way of this common judgment. For brevity, facts have been taken from **FAO-3904-2007**.

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2. The present appeal has been preferred by appellant-Insurance Company for setting aside the award dated 01.02.2007 passed by the learned Tribunal under Section 166 of the Motor Vehicles Act, 1988, whereby, the



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claimants/respondents No.1 to 4 were awarded a compensation of Rs.7,80,000/- along with interest @ 7.5% per annum on account of death of Subhash Yadav and the appellant-Insurance Company as well as respondents No.1 & 2 were held liable to pay the compensation jointly and severally.

**FACTS NOT IN DISPUTE**

3. Brief facts of the case are that on 02.11.2002, Subhash (since deceased) was returning to his house from his brick kiln, situated in the vicinity of Village Berli on the Rewari-Mahendergarh road. When he reached near the village of Roliawas, a truck bearing registration No.HR-12-1487, which was coming from the direction of Rewari and was being driven by respondent No.1 in a rash and negligent manner, collided with his car. Due to the impact of the same, the said car overturned and Subhash (since deceased) sustained multiple injuries. In this regard, FIR No.166 dated 02.11.2002, was registered under Sections 279 and 304-A of the Indian Penal Code, 1860, at Police Station Khol.

4. Upon notice of the claim petition, the respondents appeared and filed their separate replies denying the factum of accident/compensation.

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

1. Whether Subhash son of Ram Kumar died in a road accident which took place on 02.11.2002 due to rash and negligent driving of truck No.HR-12/1487 being driven by respondent No.1 as alleged? OPP



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2. If Issue No.1 is proved, to what amount, the petitioners are entitled to and from whom? OPP
  3. Whether the respondent No.1 was not having a valid and effective driving license at the time of the alleged accident, if so to what effect? OPR
  4. Whether the petition is not maintainable in the present form? OPR
  5. Whether the petitioners have no locus standi to file the petition? OPR
  6. Whether the petition is bad for mis-joinder and non-joinder of necessary parties? OPR
  7. Relief.
6. After taking into consideration the pleadings and the evidence on record, the learned Tribunal has awarded compensation to the tune of Rs.7,80,000/- along with interest at the rate of 7.5% per annum on account of death of Subhash Yadav and the appellant-Insurance Company as well as respondents No.1 and 2 were held liable to pay the compensation jointly and severally. Hence, the Insurance Company filed the present appeal challenging the award dated 01.02.2007 passed by the learned Tribunal.

**SUBMISSIONS OF LEARNED COUNSELS FOR THE PARTIES**

7. Learned counsel for the appellant-Insurance Company contends that the offending vehicle bearing registration No.HR-12-1487 was got insured by one Ram Rattan son of Umar Singh but he has not been arrayed as a party-respondent. He further contends that since respondent No.6-



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Bhooru Mal, who claims to be the owner of the said offending truck, did not get the said truck insured with the appellant-Insurance Company, therefore, the appellant-Insurance Company is not liable to pay the compensation. He further contends that the compensation awarded by the learned Tribunal is on the higher side. Therefore, he prays that the present appeal be allowed and the impugned award of the learned Tribunal be set aside.

8. *Per contra*, learned counsel for the cross-objectors contends:-

(i) that the deceased-Subhash Yadav was 48 years of age and was earning Rs.25,000/- per month from Brick Kiln and agricultural pursuits, therefore, the learned Tribunal has gravely erred in assessing his income as Rs.7,000/- per month.

(ii) that the learned Tribunal has also erred in applying the multiplier of 12 instead of 13 and also erred while deducting 1/3 amount instead of 1/4 towards personal expenses.

(iii) that no amount was granted towards future prospects, loss of estate, loss of consortium and the amount awarded towards funeral expenses is also on the lower side.

Therefore, he prays that the cross-objections be allowed and the compensation awarded by the learned Tribunal be enhanced as per the latest law.

9. I have heard learned counsel for the parties and perused the whole record of this case.

10. The relevant extracts of the award are reproduced as under:-

“24. However, learned counsel for the respondent-insurance



*company has submitted that the truck bearing registration No. HR-12-1487 had been got insured by one Ram Rattan son of Umar Singh resident of village Mungan, District Rohtak and as the said Ram Rattan has not been arrayed as respondent, so the insurance company is not liable to pay compensation because the respondent No.2 Bhooru Mal, who has claimed to be the owner of the said truck, has not got the said truck insured with the insurance company. Regarding this contention, it is suffice to say that if the said vehicle was sold by the owner along with the insurance policy and if the transferee owner failed to apply to the insurance company for the transfer of policy in his name, then in that eventuality, failure to apply for transfer would not nullify the deemed transfer of insurance policy and the insurance company is not exempted from its liability vis-à-vis third party.*

*25. The vehicle in question i.e. truck bearing registration no. HR-12-1487 was fully insured on the date of accident i.e. on 2.11.2002 as is evident from the perusal of copy of insurance cover note Ex.R1 available on the file, as per which, the vehicle in question was insured with the National Insurance Company w.e.f. 23.11.2001 to 22.11.2002.”*

11. A perusal of the impugned award reveals that the learned Tribunal has rightly held regarding the contention of the appellant-Insurance Company that offending truck bearing registration No.HR-12-1487 was got insured by one Ram Rattan son of Umar Singh, who sold the offending truck to one Bhooru Mal along with insurance policy and Bhooru Mal failed to apply to the insurance company for transfer of the offending vehicle in his name and that would not nullify the deemed transfer of insurance policy and



insurance company is not exempted from its liability viz-a-viz third party. Since, the accident took place on 02.11.2002 so the offending truck was insured with the appellant-Insurance Company on the date of accident, therefore, the learned Tribunal has rightly held the appellant-Insurance Company liable to pay the compensation.

12. It is a well-established principle of law that an insurer cannot evade liability merely on the ground that the transfer of the vehicle was not notified to it. In this regard, reference may be made to the judgment of the Hon'ble Supreme Court in **M/s. Complete Insulations (P) Ltd. Vs. New India Assurance Company Ltd., 1996(1) SCC 221**, wherein, it was observed by Hon'ble the Supreme Court that the failure to apply for transfer of the insurance policy does not nullify the deemed transfer of the policy, nor does it absolve the insurer from liability towards third parties. The relevant extract of the **M/s. Complete Insulations (P) Ltd.'s** case (supra) is reproduced as under:-

*10. There can be no doubt that the said chapter provides for compulsory insurance of vehicles to cover third party risks. Section 146 forbids the use of a vehicle in a public place unless there is in force in relation to the use of that vehicle a policy of insurance complying with the requirements of that chapter. Any breach of this provision may attract penal action. In the case of property, the coverage extends to property of a third party i.e. a person other than the insured. This is clear from Section 147(1) (b) (i) which clearly refers to 'damage to any property of a third party' and not damage to the property of the 'insured' himself. And the limit of liability fixed for damage to property of a third*



*party is rupees six thousand only as pointed out earlier. That is why even the claims Tribunal constituted under Section 165 is invested with jurisdiction to adjudicate upon claims for compensation in respect of accidents involving death of or bodily injury to persons arising out of the use of motor vehicles, or damage to any property of a third party so arising, or both. Here also it is restricted to damage to third party property and not the property of the insured. Thus, the entire chapter XI of the New Act concerns third party risks only. It is, therefore, obvious that insurance is compulsory only in respect of third party risks since Section 146 prohibits the use of a motor vehicle in a public place unless there is in relation thereto a policy of insurance complying with the requirements of Chapter XI. Thus, the requirements of that chapter are in relation to third party risks only and hence the fiction of Section 157 of the New Act must be limited thereto. The certificate of insurance to be issued in the prescribed form (See Form 51 prescribed under Rule 141 of the Central Motor Vehicles Rules, 1989) must, therefore, relate to third party risks. Since the provisions under the New Act and the Old Act in this behalf are substantially the same in relation to liability in regard to third parties, the National Consumer Disputes Redressal Commission was right in the view it took based on the decision in Kondaih's case because the transferee-insured could not be said to be a third party qua the vehicle in question. It is only in respect of third party risks that Section 157 of the New Act provides that the certificate of insurance together with the policy of insurance described therein "shall be deemed to have been transferred in favour of the person to whom the motor vehicle is transferred.*

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13. In view of the above foregoing discussion, the findings of the learned Tribunal fastening liability upon the appellant-Insurance Company do not warrant any interference by this Court and are accordingly upheld.

**Cross-Objections No.21-CII-2007**

14. So far as cross-objections are concerned, a perusal of the award shows that the learned Tribunal has erred in assessing the income of the deceased-Subhash Yadav as Rs.7,000/- per month, whereas, his Income Tax Return shows that he was earning Rs.2,50,980/- per annum. The learned Tribunal had erred in assessing his contribution in running the said businesses on much lower side. Reference at this stage can be made upon the judgment of Hon'ble the Supreme Court in **S.Vishnu Ganga and others Vs. M/s Oriental Insurance Company Limited, 2025 INSC 123**. The relevant extracts of the same are reproduced as under:-

11. XXX XXXX XXX .....

*It is no longer res integra that Income Tax Returns are reliable evidence to assess the income of a deceased, reference whereof can be made to **Amrit Bhanu Shali v. National Insurance Co. Ltd., (2012) 11 SCC 738, Para 17; Kalpanaraj v. Tamil Nadu State Transport Corporation, (2015) 2 SCC 764 Para 7, and K Ramya (supra) Para 14.***

12. *The observations, as under, in Sushma (supra) fortify our view:*

*“7. Therefore in the matter of determining the compensation certain larger aspects have to be kept in perspective and even if it is expected that the Bakery business is continued, the loss due to the death of the*



*husband and his expertise in such business certainly would be at least to the extent of 50% of the normal way in which the business was conducted...”*

13. *XXX XXXX XXX*

*12. Furthermore, Motor Vehicles Act of 1988 is a beneficial and welfare legislation, Ningamma v. United India Insurance Co. Ltd., (2009) 13 SCC 710. that seeks to provide compensation as per the contemporaneous position of an individual which is essentially forward-looking. Unlike tortious liability, which is chiefly concerned with making up for the past and reinstating a claimant to his original position, the compensation under the Act is concerned with providing stability and continuity in peoples' lives in the future. See Peter Cane, Atiyah's Accidents, Compensation and the Law (7th Edition, Cambridge University Press, 2006) 411-412. Keeping the above mentioned principles in the backdrop, we now move on to the facts at hand.”*

*XXX XXXX XXX*

*17. The mere fact that the Deceased's share of ownership in these businesses ventures was transferred to the Deceased's minor children just before his death or to the dependents after his death is not a sufficient justification to conclude that the benefits of these businesses continue to accrue to his dependants. On the contrary, it has come on record that the Deceased was actively involved in the day-to-day administration of these businesses from their stage of infancy, had undergone specialized training to administer his business and that the audit reports neatly delineate*



*Deceased's share of income from the businesses. These facts necessitate that the entire amount from the business ventures is treated as income. Similarly, the amount earned from the bank interests and remaining investments must also be included as income." (sic)*

15. On the touchstone of the above referred to judgment, it is pertinent to take into consideration the Income Tax Return of the deceased for assessing his actual income. The learned Tribunal had erred in calculating the income of the deceased on lower side solely on the basis that his business was transferred to his father and therefore, no loss of income would accrue due to his death. The learned Tribunal had completely ignored the personal expertise of an entrepreneur in running his business, even though, the deceased's business was transferred and running after his death but it cannot be said that the death of deceased had not effected the functioning of his business. Therefore, this Court deems it appropriate to assess the monthly income of the deceased on a higher side than the one assessed by the learned Tribunal. Naveen Gulati, who was examined as PW5, deposed that he had seen Saral Form 2D, which was attested by him and the same pertains to the Assessment Year 2002-2003 of the deceased-Subhash Yadav which is proved on record as Ex.PW5/B. The statement of Naveen Gulati was further corroborated by the statement of PW7-Yashpal Singh Chauhan, Income Tax Assistant of Income Tax Department, Rewari, who tendered his duly sworn affidavit Ex.PW7/A, vide which, he brought the Income Tax Return of the deceased-Subhash Yadav for the Assessment Year 2002-2003. The annual income of the deceased-Subhash Yadav was



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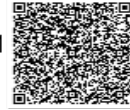
proved to be Rs.2,50,980/- for the Assessment Year 2002-2003 as per Saral Form 2D (Ex.PW7/B). Therefore, the monthly income of the deceased-Subhash Yadav is to be assessed as Rs.20,000/-.

16. Further perusal of the award reveals that the learned Tribunal has also erred in applying the multiplier of 12 instead of 13 and also erred in deducting 1/3 amount instead of 1/4 towards personal expenses. The learned Tribunal has not granted any amount towards future prospects, loss of estate, loss of consortium. Moreover, the amount granted towards funeral expenses is on the lower side. Therefore, the award requires indulgence of this Court.

**SETTLED LAW ON COMPENSATION**

17. Hon'ble Supreme Court in the case of **Sarla Verma Vs. Delhi Transport Corporation and Another [(2009) 6 Supreme Court Cases 121]**, laid down the law on assessment of compensation and the relevant paras of the same are as under:-

*“30. Though in some cases the deduction to be made towards personal and living expenses is calculated on the basis of units indicated in Trilok Chandra, the general practice is to apply standardised deductions. Having a considered several subsequent decisions of this Court, we are of the view that where the deceased was married, the deduction towards personal and living expenses of the deceased, should be one-third (1/3rd) where the number of dependent family members is 2 to 3, one-fourth (1/4th) where the number of dependent family members is 4 to 6, and one-fifth (1/5th) where the number of dependent family members exceeds six.*



*31. Where the deceased was a bachelor and the claimants are the parents, the deduction follows a different principle. In regard to bachelors, normally, 50% is deducted as personal and living expenses, because it is assumed that a bachelor would tend to spend more on himself. Even otherwise, there is also the possibility of his getting married in a short time, in which event the contribution to the parent(s) and siblings is likely to be cut drastically. Further, subject to evidence to the contrary, the father is likely to have his own income and will not be considered as a dependant and the mother alone will be considered as a dependant. In the absence of evidence to the contrary, brothers and sisters will not be considered as dependants, because they will either be independent and earning, or married, or be dependent on the father.*

*32. Thus even if the deceased is survived by parents and siblings, only the mother would be considered to be a dependant, and 50% would be treated as the personal and living expenses of the bachelor and 50% as the contribution to the family. However, where the family of the bachelor is large and dependent on the income of the deceased, as in a case where he has a widowed mother and large number of younger non-earning sisters or brothers, his personal and living expenses may be restricted to one-third and contribution to the family will be taken as two-third.*

\* \* \* \* \*

*42. We therefore hold that the multiplier to be used should be as mentioned in Column (4) of the table above (prepared by applying Susamma Thomas<sup>3</sup>, Trilok Chandra and Charlie), which starts with an operative multiplier of 18 (for the age groups of 15 to 20 and 21 to 25 years), reduced by one unit for*



*every five years, that is M-17 for 26 to 30 years, M-16 for 31 to 35 years, M-15 for 36 to 40 years, M-14 for 41 to 45 years, and M-13 for 46 to 50 years, then reduced by two units for every five years, that is, M-11 for 51 to 55 years, M-9 for 56 to 60 years, M-7 for 61 to 65 years and M-5 for 66 to 70 years.*

18. 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:-

*“52. As far as the conventional heads are concerned, we find it difficult to agree with the view expressed in Rajesh<sup>2</sup>. It has granted Rs.25,000 towards funeral expenses, Rs 1,00,000 towards loss of consortium and Rs 1,00,000 towards loss of care and guidance for minor children. The head relating to loss of care and minor*



*children does not exist. Though Rajesh refers to Santosh Devi, it does not seem to follow the same. The conventional and traditional heads, needless to say, cannot be determined on percentage basis because that would not be an acceptable criterion. Unlike determination of income, the said heads have to be quantified. Any quantification must have a reasonable foundation. There can be no dispute over the fact that price index, fall in bank interest, escalation of rates in many a field have to be noticed. The court cannot remain oblivious to the same. There has been a thumb rule in this aspect. Otherwise, there will be extreme difficulty in determination of the same and unless the thumb rule is applied, there will be immense variation lacking any kind of consistency as a consequence of which, the orders passed by the tribunals and courts are likely to be unguided. 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.*

\* \* \* \* \*



*59.3. While determining the income, an addition of 50% of actual salary to the income of the deceased towards future prospects, where the deceased had a permanent job and was below the age of 40 years, should be made. The addition should be 30%, if the age of the deceased was between 40 to 50 years. In case the deceased was between the age of 50 to 60 years, the addition should be 15%. Actual salary should be read as actual salary less tax.*

*59.4. In case the deceased was self-employed (or) on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. The established income means the income minus the tax component.*

*59.5. For determination of the multiplicand, the deduction for personal and living expenses, the tribunals and the courts shall be guided by paras 30 to 32 of Sarla Verma which we have reproduced hereinbefore.*

*59.6. The selection of multiplier shall be as indicated in the Table in Sarla Verma<sup>1</sup> read with para 42 of that judgment.*

*59.7. The age of the deceased should be the basis for applying the multiplier.*

*59.8. 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 aforesaid amounts should be enhanced at the rate of 10% in every three years.”*

19. Hon'ble Supreme Court in the case of **Magma General Insurance Company Limited Vs. Nanu Ram alias Chuhru Ram & Others [2018(18) SCC 130]** after considering **Sarla Verma (supra)** and **Pranay Sethi (Supra)** has settled the law regarding consortium. Relevant paras of the same are reproduced as under:-

*“21. A Constitution Bench of this Court in Pranay Sethi<sup>2</sup> dealt with the various heads under which compensation is to be awarded in a death case. One of these heads is loss of consortium. In legal parlance, "consortium" is a compendious term which encompasses "spousal consortium", "parental consortium", and "filial consortium". The right to consortium would include the company, care, help, comfort, guidance, solace and affection of the deceased, which is a loss to his family. With respect to a spouse, it would include sexual relations with the deceased spouse.*

*21.1. **Spousal consortium** is generally defined as rights pertaining to the relationship of a husband-wife which allows compensation to the surviving spouse for loss of "company, society, cooperation, affection, and aid of the other in every conjugal relation".*

*21.2. **Parental consortium** is granted to the child upon the premature death of a parent, for loss of "parental aid, protection, affection, society, discipline, guidance and training".*

*21.3. **Filial consortium** is the right of the parents to compensation in the case of an accidental death of a child. An accident leading to the death of a child causes*



*great shock and agony to the parents and family of the deceased. The greatest agony for a parent is to lose their child during their lifetime. Children are valued for their love, affection, companionship and their role in the family unit.*

*22. Consortium is a special prism reflecting changing norms about the status and worth of actual relationships. Modern jurisdictions world-over have recognised that the value of a child's consortium far exceeds the economic value of the compensation awarded in the case of the death of a child. Most jurisdictions therefore permit parents to be awarded compensation under loss of consortium on the death of a child. The amount awarded to the parents is a compensation for loss of the love, affection, care and companionship of the deceased child.*

*23. The Motor Vehicles Act is a beneficial legislation aimed at providing relief to the victims or their families, in cases of genuine claims. In case where a parent has lost their minor child, or unmarried son or daughter, the parents are entitled to be awarded loss of consortium under the head of filial consortium. Parental consortium is awarded to children who lose their parents in motor vehicle accidents under the Act. A few High Courts have awarded compensation on this count. However, there was no clarity with respect to the principles on which compensation could be awarded on loss of filial consortium.*

*24. The amount of compensation to be awarded as consortium will be governed by the principles of awarding compensation under "loss of consortium" as laid down in Pranay Sethi<sup>2</sup>. In the present case, we deem*



*it appropriate to award the father and the sister of the deceased, an amount of Rs 40,000 each for loss of filial consortium.*

**CONCLUSION**

20. In view of the law laid down by the Hon'ble Supreme Court in the above referred to judgments, the present appeal filed by the Insurance Company is dismissed being devoid of any merits, whereas cross-objections filed by the claimants/cross-objectors are allowed. The award dated 01.02.2007 is modified accordingly. The cross-objectors/claimants are held entitled to enhanced compensation as per the calculations made here-under:-

<b><i>Sr. No.</i></b>	<b><i>Heads</i></b>	<b><i>Compensation Awarded</i></b>
1	Monthly Income	Rs.20,000/-
2	Future prospects @ 25%	Rs.5,000/- (25 % of 20,000)
3	Deduction towards personal expenditure 1/4	Rs.6,250/- $\{(20,000 + 5,000) \times \frac{1}{4}\}$
4	Total Income	Rs.18,750/- (25,000 – 6,250)
5	Multiplier	13
6	Annual Dependency	Rs.29,25,000/- (18,750 X 12 X 13)
7	Loss of Estate	Rs.18,000/-
8	Funeral Expenses	Rs.18,000/-
9	Loss of Consortium Spousal : Rs. 48,000 x 1 Parental : Rs.48,000 x 3	Rs.1,92,000/-
	<b>Total Compensation</b>	<b>Rs.31,53,000/-</b>
	<b>Amount Awarded by the Tribunal</b>	<b>Rs.7,80,000 /-</b>
	<b>Enhanced amount</b>	<b>Rs.23,73,000/- (Rs.31,53,000 - 7,80,000)</b>



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21. 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 cross-objectors/claimants are granted the interest @ 9% per annum on the enhanced amount from the date of filing of claim petition till the date of its realization.

22. The Insurance Company is directed to deposit the enhanced amount of compensation with the Tribunal within a period of two months from the date of receipt of copy of this judgment. The Tribunal is directed to disburse the amount of compensation along with interest in the account of claimants/cross-objectors as per award. The claimants/cross-objectors are directed to furnish their bank account details to the Tribunal.

23. In view of the order passed by this Court in FAO No.1682 of 2007 dated 18.07.2024, the Insurance Company is hereby directed to disburse the current scheduled fee to Mr. Harsh Aggarwal, Advocate within a period of twenty days from the date of receipt of copy of this judgment.

24. Pending application(s), if any, also stand disposed of.

**21.03.2025**  
Virrendra

**(SUDEEPTI SHARMA)**  
**JUDGE**

Whether speaking/non-speaking : Speaking  
Whether reportable : Yes/No