

2. Since the factum of the accident is not in dispute, the facts are not being adverted to for the sake of clarity.

3. In the present case, the Tribunal had awarded the following compensation :

Sr. No.	Heads	Compensation Awarded
1	Monthly income	₹10,000/-
2	Future prospects @ 50%	[₹10,000 + 5,000] = ₹15,000/-
3	Deduction 1/3 rd	[₹15,000 – 5,000] = ₹10,000/-
4	Annual income	[₹10,000 x 12] = ₹1,20,000/-
5	Multiplier of 18	[₹1,20,000 x 18] = ₹21,60,000/-
6	Funeral expenses	₹20,000/-
7	Loss of consortium	₹1,00,000/-
	Total Compensation	₹22,80,000/-
	Interest	7% per annum

4. In the appeal filed by the Insurance Company, vide order dated 19.09.2015 notice of motion was issued only to the limited extent regarding allowing future interest on the amount of future prospects.

5. Learned counsel for the claimant would contend that he does not challenge the income, future prospects, deduction as well as the multiplier as applied by the Tribunal. He, however, states that the amounts awarded under the conventional heads as well as under the head ‘loss of consortium’ are not in accordance with the law laid down by the Hon’ble Supreme Court. In support of his contentions he has relied upon the judgments of the Hon’ble Supreme Court in the cases of **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]**.

6. *Per contra*, the learned counsel for the Insurance Company has vehemently argued that the Tribunal has awarded 50% future prospects which ought to have been 40%. It is further the contention of the learned counsel that sufficient amount has already been awarded as compensation in the present case and that there is no scope of any enhancement.

7. I have heard the learned counsel for the parties.

8. In the appeal filed by the Insurance Company, notice of motion was issued to the limited extent of only allowing future interest on the amount of future prospects, which argument of the learned counsel for the Insurance Company is not acceptable in view of the recent judgment of the Hon'ble Supreme Court in the case of **The Oriental Insurance Co. Ltd. Vs. Niru @ Niharika & Ors. [2025 LiveLaw (SC) 693]** where it has been held as under:

“9. A very relevant issue agitated by the Insurance Company is the illegality in awarding interest for future prospects, which in any event is an amount received in advance, normally inuring to the benefit of the claimants only in future. This is the only contention taken in the connected appeal bearing SLP(C) No.22136 of 2024. We find absolutely no reason to accept this argument. In SLP(C) No.11340 of 2020, the multiplier applied looking at the life span of the deceased and the claimants is 13. Before the Tribunal itself, the case was pending for 12 years and the only amount received by the claimants was Rs.50,000/-. Hence though amounts are awarded for future prospects taking the multiplier of 13; in effect, the money is received only after the period for which the multiplier is adopted. Similar is the case in SLP(C) No.22136 of 2024 where the accident occurred in 2018, the multiplier applied is 17 and we are seven years from the date of accident.”

9. Qua the appeal of the claimant, since there is no challenge to the income, deduction as well as multiplier as applied by the Tribunal hence the same are maintained. Learned counsel for the Insurance Company disputes grant of future prospects @ 50% instead of 40%. Admittedly the deceased was working as an Urdu Teacher in Islamic Madarsa Kant, District Jhunjhunu. Mustak Khan, Secretary of Islamic Madarsa Kant, District Jhunjhunu was examined as PW4 who deposed that the deceased was working as an Urdu Teacher and was being paid ₹10,000/- as salary and this witness had also proved on record salary slip of the deceased as Ex.PW4/A. Thus, the deceased was a salaried class employee. In the appeal filed by the insurance company the argument qua future prospects awarded @ 50% as being excessive was rejected at the stage of issuance of notice of motion and hence the same cannot be permitted to be agitated as a respondent in the appeal by the claimants. Even as admitted by the learned counsel for the Insurance Company, except for recovery of ₹50,000/-, the entire awarded compensation has already been released in favour of the claimants. Accordingly, the argument of the learned counsel for the Insurance Company regarding future prospects @ 50% being excessive stands rejected.

10. Further, the amounts awarded under the conventional heads and under the head 'loss of consortium' are not 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) and hence, the claimant 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 the claimants being widow and parents of the deceased

(appellant and proforma respondent Nos.5 and 6) would also be entitled to ₹48,000/- each (₹40,000+20% increase) towards loss of consortium.

Accordingly, the reworked compensation is as under :

Sr. No.	Heads	Compensation Awarded
1	Monthly Income	₹10,000/-
2	Annual Income	₹1,20,000/- [₹10,000 x 12]
3	Deduction 1/3rd	₹80,000/- [₹1,20,000 – 40,000]
4	Future Prospects - 50%	₹1,20,000/- [₹80,000 + 40,000]
5	Multiplier - 18	₹21,60,000/- [₹1,20,000 x 18]
6	Loss of estate	₹18,000/-
7	Funeral expenses	₹18,000/-
8	Loss of consortium (i) Filial [₹48,000/- x 2] (ii) Spousal's	₹96,000/- ₹48,000/- (Total ₹1,44,000/-)
	Total Compensation	₹23,40,000/-

11. 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. Since the present appeal (FAO-2245-2016) has been filed by the widow of the deceased and only his parents have been impleaded as proforma respondent Nos.5 and 6, the enhanced amount under the head consortium qua them shall be disbursed to them accordingly. The apportionment of the enhanced amount under the conventional heads (loss of estate and funeral expenses) shall be shared equally by the widow and mother of the deceased (appellant and proforma respondent No.6).

12. In view of the decision by the Hon'ble Supreme Court in **Parminder Singh vs. Honey Goyal & Ors. [2025 INSC 361 : 2025 SCC OnLine SC 567]**, 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. The particulars of the bank account(s) alongwith the requisite documents 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.

13. As noticed vide order dated 19.09.2015, the statutory amount deposited at the time of filing of the appeal (**FAO-6213-2015**) was already ordered to be remitted to the Tribunal for payment thereof to the claimant.

14. In view of the above discussion, **FAO-6213-2015** filed by the Insurance Company is dismissed and **FAO-2245-2016** filed by the claimant is allowed. Accordingly, the award passed by the Tribunal stands modified. Pending applications, if any, also stand disposed off.

18.07.2025
Yogesh Sharma

(**ALKA SARIN**)
JUDGE

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