



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

235

FAO-2983-2010 (O&M)

XOBJC-209-2019

Date of Decision : 10.02.2025

RAJ KUMAR @ PAPPU & ANR.

.... Appellants

VERSUS

ORIENTAL INSURANCE CO. LTD. AND ORS.

.... Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Sandeep Parkash Chahar, Advocate
for the appellants.

Mr. Vinod Chaudhri, Advocate
for respondent No.1.

Mr. S.K. Verma, Advocate
for respondents No.2 and 3 and the cross-objector.

ALKA SARIN, J. (ORAL)

1. The present appeal has been preferred by the driver and the owner of the vehicle being Eicher Tractor bearing registration No.HR-12-J-6195 (hereinafter referred to as 'the offending vehicle') aggrieved by the award dated 26.09.2009 passed by the Motor Accident Claims Tribunal, Bhiwani (hereinafter referred to as 'the Tribunal') whereby the driver and the owner (the appellants herein) were held jointly and severally liable to pay the compensation. During the pendency of the appeal, cross-objections being XOBJC-209-2019 have been filed by the claimant-respondent No.2 herein.

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

3. The only argument raised by the learned counsel for the appellants is that respondent No.1-Insurance Company was not held liable to pay the compensation on the ground that the driver of the offending vehicle did not have a licence for driving a tractor and that the licence was only for driving a motor car and a scooter. It is further the contention of the learned counsel for the appellants that motor car falls in the definition of Light Motor Vehicles (LMV) as per Section 2 Sub-Section 21 of the Motor Vehicles Act, 1988 and that as per Section 2(21) in the definition of Light Motor Vehicles (LMV) even a tractor, unladen weight of which is less than 7,500 kilograms, is also covered. It is still further the contention of the learned counsel that once the driver of the offending vehicle was holding a licence for driving a motor car, the same would be valid for a tractor as well. In support of his arguments, learned counsel for the appellant has relied upon the judgment of the Hon'ble Supreme Court in the case of **Mukund Dewangan V/s. Oriental Insurance Company Limited [2017 (4) RCR (Civil) 111]**.

4. *Per contra*, learned counsel for respondent No.1-Insurance Company has contended that a licence of a light motor car would not be valid for driving a tractor. It is further the contention that the licence in the present case was only for riding a scooter or a motor car and not for Light

Motor Vehicles (LMV) and as such the judgment of the Hon'ble Supreme Court in the case of **Mukund Dewangan (supra)** would not be applicable.

5. Heard.

6. In the present case, admittedly, the driver of the offending vehicle was holding a driving licence for a scooter and a motor car. Section 2(21) of the Motor Vehicles Act, 1988 reads as under :

'2(21) "light motor vehicle" means a transport vehicle or omnibus the gross vehicle weight of either of which or a motor car or tractor or road-roller the unladen weight of any of which, does not exceed 7500 kilograms.'

7. A motor car specifically has been mentioned as falling under the heading Light Motor Vehicles (LMV) so as the tractor with an unladen weight not exceeding 7500 kilograms. The argument of the learned counsel for respondent No.1-Insurance Company that since the licence was for a motor car and not for Light Motor Vehicles (LMV) and hence the licence held by the driver of the offending vehicle was not valid for driving a tractor, deserves to be rejected. Since the licence was for a motor car, the same would necessarily be read as a licence for Light Motor Vehicles (LMV) as well. The Hon'ble Supreme Court in the case of **Mukund Dewangan (supra)** has held as under :

'(ii) A transport vehicle and omnibus, the gross vehicle weight of either of which does not exceed 7500 kgs would be a light motor vehicle and also motor car or tractor or

a road roller, 'unladen weight' of which does not exceed 7500 kgs and holder of a driving licence to drive class of "light motor vehicle" as provided in Section 10(2)(d) is competent to drive a transport vehicle or omnibus, the gross vehicle weight of which does not exceed 7500 kg or a motor car or tractor or road-roller, the "unladen weight" of which does not exceed 7500 kg. That is to say, no separate endorsement on the licence is required to drive a transport vehicle of light motor vehicle class as enumerated above. A licence issued under Section 10(2)(d) continues to be valid after Amendment Act 54/1994 and 28.03.2001 in the form.'

8. In view of the above and keeping in view the law laid down by the Hon'ble Supreme Court in the case of **Mukund Dewangan (supra)**, the present appeal filed by the driver and the owner of the offending vehicle is liable to be allowed and the liability to pay the compensation would be that of respondent No.1-Insurance Company.

9. It has been brought to the notice of the Court by the learned counsel for the appellants that during the interregnum the entire amount along with interest has been paid by the appellants to the claimant-respondents No.2 and 3 herein. The driver and the owner (the appellants herein) would be entitled to get refund of the compensation from respondent No.1-Insurance Company. The statutory amount deposited by the driver and

the owner of the offending vehicle along with the appeal be released to them, if not remitted to the Tribunal.

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10. The present cross-objections have been preferred by claimant-respondent No.2 aggrieved by the quantum of compensation awarded by the Motor Accident Claims Tribunal, Bhiwani vide award dated 26.09.2009 (hereinafter referred to as 'the Tribunal').

11. The Tribunal in the present case had awarded the following compensation :

Sr. No.	Heads	Compensation Awarded
1.	Monthly income	₹3,500
2.	Deduction	₹1,200
3.	Annual Dependency	[₹3,500 - ₹1,200] x 12 = ₹27,600
4.	Multiplier '15'	[₹27,600 x 15] = ₹4,14,000
5.	Funeral expenses	₹5,000
	Total Compensation	₹4,19,000
	Interest	@7.5% per annum

12. Learned counsel for the claimant respondent No.2/cross-objector would contend that no addition has been made towards the future prospects and that the multiplier of '15' as applied by the Tribunal is also not in consonance with the judgments of the Hon'ble Supreme Court. It is further the contention that no amount has been awarded under the head 'loss of consortium' to the widow and the mother and that the amount awarded under the conventional heads is also on the lower side. In support of his contentions the learned counsel for the claimant respondent No.2/cross-objector 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].

13. *Per contra*, the learned counsel for respondent No.1-Insurance Company as well as the appellants have vehemently argued that sufficient amount has already been awarded as compensation in the present case and that there is no scope of any enhancement.

14. The Tribunal while assessing the compensation has not made any addition towards future prospects. Hence, as per the law laid down by the Hon'ble Supreme Court in the case of **Pranay Sethi** (supra), 40% addition is made towards future prospects. The Tribunal had wrongly applied the multiplier of '15'. The age of the deceased in the present case was 35 years at the time of the accident and as per the law laid down by the Hon'ble Supreme Court in the case of **Sarla Verma** (supra), multiplier of '16' would be applicable. Further, the amount awarded under the conventional heads is on the lower side and no amount has been awarded under the head 'loss of consortium'. Hence 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 claimants would be entitled to ₹18,000 (₹15,000 + 20% increase) towards loss of estate and ₹18,000 (₹15,000 + 20% increase) towards funeral

expenses. The claimants, being the widow and the mother of the deceased, would also be entitled to ₹48,000 each (₹40,000 + 20% increase) towards loss of consortium. Since there is no challenge to the income of ₹3,500 per month and deduction of ₹1,200 per month as made by the Tribunal, the same are maintained.

15. Accordingly, the reworked compensation is as under :

Sr. No.	Heads	Compensation Awarded
1.	Monthly income	₹3,500
2.	Deduction	₹1,200
3.	Annual Dependency	[₹3,500 - ₹1,200] x 12 = ₹27,600
4.	Future prospects @40%	[₹27,600 + ₹11,040] = ₹38,640
5.	Multiplier '16'	[₹38,640 x 16] = ₹6,18,240
6.	Funeral expenses	[₹15,000 + 20%] = ₹18,000
7.	Loss of estate	[₹15,000 + 20%] = ₹18,000
8.	Loss of consortium (i) Spousal's (ii) Filial	[₹40,000 + 20%] = ₹48,000 [₹40,000 + 20%] = ₹48,000 Total = ₹96,000
	Total Compensation	₹7,50,240
	Interest	@ 7.5% per annum

16. The enhanced amount shall also attract interest @ 7.5% per annum from the date of filing of the claim petition till the realization, which amount shall be paid by respondent No.1-Insurance Company. The amount shall be apportioned between the claimants as directed by the Tribunal.

17. In view of the above discussion, the appeal being FAO-2983-2010 filed by the driver and the owner of the offending vehicle and the cross-objections being XOBJC-209-2019 filed by claimant-respondent No.2

are allowed and the award passed by the Tribunal is modified accordingly.

Pending applications, if any, also stand disposed off.

10.02.2025

Aman Jain

(ALKA SARIN)

JUDGE

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