IN THE COURT OF MS. RUCHIKA SINGLA
PRESIDING OFFICER, MACT-01 (CENTRAL)
TIS HAZARI COURTS, DELHI.

DLCT010139112023

MACT No.	**:**	**881/23**
FIR No.	**:**	**0665/2023**
PS	**:**	**Baraut, Baghpat**
u/s	**:**	**279/304A IPC**

1. Smt. Pinki Tomar (Wife of the deceased)

2. Ms. Himanshi (daughter of the deceased)

3. Sh. Mohit Tomar (Son of the deceased)

4. Mrs. Kamla (Mother of the deceased)

5. Sh. Harpal (Father of the deceased)

All R/o Bijrol, Baghpat, Bijrol, U.P.-250611.

...Petitioners

Versus

1. HDFC ERGO General Insurance Co. Ltd.
Office at 1st Floor, 2E/25, Jhandewalan Extension,
New Delhi-110055.

2. HDFC ERGO General Insurance Co. Ltd.
(Through Nodal Officer)
Office at 5th Floor, Tower, BHA Millenium Rd,
Stellar IT Park, 1, Sector-62, Noida, U.P

3. Suresh Kumari (Owner of the offending vehicle)

W/o Sh. Sukhbir Singh
R/o Baboda Khurd (49), Jhajjar,
Daboda Khurd, Jhajjar, Haryana-124507.

4. Rajeev (Driver of the offending vehicle)
S/o Jeet Singh,
R/o Village Daboda Khurd,
PS Bahadurgarh District Jhajjar,
Haryana-124508. **...Respondents**

Date of filing of DAR : 05.10.2023
Judgment reserved on : 03.09.2026
Date of Award : 10.09.2026

<u>A W A R D</u>

1. The claim petition was filed on 05.10.2023. The Road Traffic Accident in question took place on 18.09.2023 at 01:50 pm, in front of Mahalakshmi Brick Field, Village, Bijrol, PS Baraut, Baghpat, U.P. Sh. Mukesh Tomar expired in the said accident which was allegedly caused by the vehicle bearing registration No. HR-63E-9751 (Truck) (hereinafter referred to as the offending vehicle). The offending vehicle was being driven by respondent no. 4 Rajeev owned by respondent no. 3 Suresh Kumari and insured with respondent no. 1 HDFC ERGO General Insurance Co. Ltd.

<u>BRIEF FACTS</u>

2. The brief facts that have emerged from the DAR are that on 18.09.2023, the deceased was returning to his home at Village Bijraul from Baraut at correct side of the road at about 01:50 PM. When he reached in front of Mahalakshmi Brick Field, Village Bijrol, PS. Baraut, Baghpat then all of a sudden, the offending vehicle No. HR-63E-9751

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.09.10 13:48:38 +0530

(Truck) being driven by its driver rashly, negligently, without taking necessary precautions, without proper lookouts, without following the traffic rules came and hit the deceased with a very great force, due to which an accident occurred and the deceased received fatal injuries on the spot. FIR No. 0665/23, U/S. 279/304-A IPC, PS. Baraut, Baghpat, registered against the driver of the above said the offending vehicle.

3. Thereafter, the dead body of the deceased was taken by the applicant/ claimants and his relatives after the post mortem from District Hospital, Baghpat, UP. It was stated that at the time of the accident, the deceased was 45 years of age, with very good health & physique and was not suffering from any disease or ailment. The deceased was a farmer and milk supplier, used to supply milk in Delhi-NCR and was earning a sum of Rs. 20,000/- from farming and Rs. 48,000/- from milk supply (total rupees sixty eight thousand) per month, which was increasing with the passage of time. Apart from this, the deceased used to do the household work of his family. He used to expend his entire income in household things of his family. The present applicant/ claimants are widow, children and parents of the deceased. They are only legal heirs and dependents of the deceased and there is no other legal heirs of the deceased except the applicant / claimants. The applicant / claimants also incurred about Rs. 1,00,000/- (rupees one lac) on last rites of the deceased.

4. Further, the claimants, claim a sum of Rs.90,00,000/- (rupees ninety lac) as compensation on account of unnatural, untimely

and sudden death of the deceased in the accident in question, mental pain and agony, loss of love and affection, loss of company, loss of income, loss of future income, expenses on medical treatment, loss of consortium, loss on funeral expenses and other general specific damages as admissible under the various provisions of the Act. They also seek interest @ 18% per annum from the date of accident till its realization.

5. Further, it is stated that the principal of *res ipsa loquitor* is attracted in this case because the accident in question took place due to rash and negligent driving on the part of driver of the above said offending vehicle. It is stated that the respondents being the driver, owner & insurer of the offending vehicle are jointly, vicariously and severally liable to pay compensation to the applicant/claimants.

WRITTEN STATEMENTS

6. WS on behalf of respondent no. 1 & 2 was filed, wherein it was admitted that the offending vehicle was insured with the respondent no.1 vide policy no. 2315204978101300000 for the period 11.10.2022 to 10.10.2023. It was stated that the petitioner was under the liability to prove the accident and the rash and negligent driving of the respondent no.3. It was stated that the offending vehicle was planted in the present case. Further, it was stated that the respondent no. 1 was entitled to take all such defences as were available to the respondent no.1 as per law.

7. WS was filed on behalf of the respondents no. 3 & 4. It was stated that the offending vehicle was not involved in the accident. No

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other submission was made in the WS. On merits, it was merely stated that the the allegations in the claim petition were wrong and denied. Hence, the WS was evasive and there was no specific denial of the allegations. Hence, the allegations in the claim petition are deemed to be admitted.

ISSUES

8. On the basis of the pleading of the parties, vide order dated 28.10.2025, this Tribunal framed the following issues:

1. Whether the deceased suffered fatal injuries in an accident that took place on 18.09.2023 at about 01:50 pm in front of Mahalakshmi Brick Field, Village Bijrol, PS Baraut, Baghpat, U.P. involving Truck bearing registration No. HR-63E-9751 driven rashly and negligently by the respondent no. 4 Rajeev, owned by respondent no. 3 Suresh Kumari and insured with the respondent no. 1HDFC ERGO General Insurance Co. Ltd.?
OPP

2. Whether the petitioner(s) are entitled for compensation? If so, to what amount and from whom? **OPP**

3. Relief.

PETITIONER’S EVIDENCE

9. The petitioners examined the petitioner no. 1 **Mrs. Pinki Tomar as PW-1**. She tendered her evidence by way of affidavit which was Ex. PW-1/1 which bears her signatures at Point A and B. She relied upon the following documents:-

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.09.10 13:48:54 +0530

1. Copy of criminal court record i.e. FIR with complaint, Final Report, Site Plan, PMR & Technical Inspection Report (already on record 21 pages) are Ex. PW-1/1(Colly).
2. Photo copy of Aadhar and PAN card of deceased Mukesh (already on record) were Ex.PW-1/2 (OSR) & Ex.PW-1/3 (OSR) respectively.
3. Photo copy of Aadhar and PAN card of the deponent (already on record) were Ex.PW-1/4 (OSR) & Ex.PW-1/5 (OSR) respectively.
4. Photo copy of Aadhar and PAN Card of Himanshi (already on record) were Ex.PW-1/6 (OSR) & Ex.PW-1/7 (OSR) respectively.
5. Photocopy of Aadhar and PAN Card of Mohit Tomar (already on record) were Ex.PW-1/8 (OSR) & Ex.PW-1/9 (OSR) respectively.
6. Photocopy of Aadhar Card of Kamla (already on record) was-Ex. PW-1/10(OSR).

10. Thereafter, Sh. Munsab was examined **as PW-2**. He is stated to be the eye witness. He has tendered his evidence by way of affidavit which is Ex. PW2/A which bears his signatures at point A and B. He relied upon the following document:-

1. Photo copy of Aadhar card of the deponent is Ex.PW-2/1(OSR).

11. Both the PWs were cross-examined by Ld. Counsel for respondents. Thereafter, the PE was closed vide order dated **13.01.2026.**

<u>RESPONDENT'S EVIDENCE</u>

12. No RE was led by the respondents.

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.09.10 13:49:00 +0530

FINAL ARGUMENTS

13. The Petitioners filed their duly filled Form XIII and the financial statements of the petitioner no.1 was recorded. Final arguments were heard on behalf of the petitioners as well as respondents.

FINDINGS & OBSERVATIONS

14. I have heard Ld. Counsel for the petitioners and Ld. Counsel for respondents and perused the record. My findings on the various issues are as under:-

ISSUE NO.1:

Whether the deceased suffered fatal injuries in an accident that took place on 18.09.2023 at about 01:50 pm in front of Mahalakshmi Brick Field, Village Bijrol, PS Baraut, Baghpat, U.P. involving Truck bearing registration No. HR-63E-9751 driven rashly and negligently by the respondent no. 4 Rajeev, owned by respondent no. 3 Suresh Kumari and insured with the respondent no. 1HDFC ERGO General Insurance Co. Ltd.?

15. The onus to prove this issue was upon the petitioner. It is the case of the petitioners that 18.09.2023 at about 01:50 pm, the deceased was going on foot. When he reached in front of Mahalakshmi Brick Field, Village Bijrol, PS Baraut, Baghpat, U.P., the driver of the offending vehicle i.e. the respondent no. 4 suddenly came from behind while driving the offending vehicle carelessly in a negligent manner and hit the deceased. Due to the said impact, the deceased fell, suffered

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.09.10 13:49:05 +0530

injuries and subsequently expired. It is stated that during investigation, the offending vehicle was seized by the IO. The respondent no.4 was chargesheeted by the IO. The petitioners have examined the eye witness PW2 Munsab who has corroborated the version of the petitioners in his testimony and remained firm after cross-examination. Hence, it is submitted that it is proved that the respondent no.4 was driving the negligent in a rash and negligent manner due to which the deceased suffered injuries.

16. It is submitted by Ld. Counsel for respondent no. 1 that the involvement of the respondent no. 4 is not made out and that the offending vehicle has been planted in the present case. It is submitted that the nexus between the accident and the injuries of the deceased is not established. At the time of the registration of the FIR, the petitioners were not aware of the registration number of the offending vehicle. On 29.09.20223, the petitioner no. 1 gave a letter to the IO mentioning the details of the offending vehicle and the details of the alleged eye witnesses. She also mentioned that there was some CCTV footage qua the accident. The CCTV footage was not placed on record.

17. Further, it is argued by Ld. Counsel for the respondent no. 1 that in the present matter, the alleged eye witness PW2 Munsab was examined. However, there are material contradictions in his testimony. He stated in his cross-examination that he noted down the registration number of the offending vehicle on his phone but later he stated that he was not carrying a phone. Hence, it is apparent that PW2 Munsab is a

planted witness and that he was not present at the spot at the time of the accident. In view of the same, it is submitted that the whole incident is quite suspicious and this is a planted case to extort compensation from the respondent no.1 in collusion with the IO.

18. Record perused.

19. It is pertinent to mention here that in the proceedings before the claims tribunal, the facts are to be established on the basis of preponderance of probabilities and not by the strict rules of evidence or the higher standard of beyond reasonable doubt as required in criminal cases. The burden of proof in the present cases is much lower than as placed in civil or criminal cases. In ***Bimla Devi & Ors. v. Himachal Road Transport Corporation & Ors (2009) 13 SC 530,*** it has been held by Hon’ble Supreme Court of India that negligence must be decided on the touchstone of preponderance of probabilities and a holistic view must be adopted in reaching a conclusion.

20. In ***National Insurance Co. Ltd. v. Pushpa Rana 2009 ACJ 287 and United India Insurance Co. Ltd. v. Deepak Goel & Ors, 2014 (2) TAC 846 (Del)*** decided by the Coordinate Bench of the Hon'ble Delhi High Court, it was held as under :-

> *"......where the claimants filed either the certified copies of the criminal record or the criminal record showing the completion of investigation by police or issuance of charge sheet under Section 279/304A IPC or the certified copy of FIR or the recovery of the mechanical inspection report of the offending vehicle, then these documents are sufficient*

proof to reach to a conclusion that the driver was negligent particularly when there is no defence available from the side of driver."

21. Reliance is also being placed upon the judgment of Hon'ble Delhi High Court in case ***Bajaj Allianz General Insurance Co. Ltd. v. Meera Devi***, ***2021 LawSuit (Del)*** wherein it was held that "***......in view of Delhi Motor Accident Claim Tribunal Rules, 2008, contents of DAR has to be presumed to be correct and read in evidence without formal proof of the same unless proof to the contrary was produced.***"

22. Hence, it is a settled law that the petitioner cannot be expected to prove the accident beyond reasonable doubts and the principle of *res ipsa loquitor* should apply which means that the “accident speaks for itself”. In this background, the Tribunal shall appreciate the facts of the present case.

23. Admittedly in the present matter, no DD entry qua the PCR call has been proved. However, the FIR was registered on the same day. At the time of the registration of the FIR, the registration number of the offending vehicle was not disclosed. It was disclosed on 29.09.2023 by the petitioner no.1. Perusal of the said letter shows that she had also given the names of the eye witnesses and had referred to some CCTV footage. No such CCTV footage was proved on record. However, one of the eye witnesses PW2 Munsab was examined in the court. He has been examined by the IO during the investigation. Ld. Counsel for respondent no.1 has argued that there is a material contradiction in the testimony of the said witness as in his cross-examination he stated that he noted down

the registration number of the offending vehicle on his phone but later he stated that he was not carrying a phone. However, perusal of the testimony shows that he stated that "***I have not dialed the police since I was having no mobile number.***" Having a phone and mobile number can be different. It might be that he was carrying a mobile phone but had no number in the same or the balance may have been low. Apart from this slight discrepancy, he remained firm in his testimony. At the cost of repetition, he was cited as a witness by the IO as well.

24. Further, as mentioned earlier, in the WS, the respondents no. 3 & 4 made a vague averment that the contents of the claim petition are wrong and denied. Order 8 Rule 3 CPC provides that the denial in the WS has to be specific and that the defendant must deal specifically with each allegation of fact of which he does not admit the truth. Further, Order 8 Rule 5 CPC provides that every allegation of fact in the plaint, if not denied specifically or by necessary implication, or stated to be not admitted in the pleading of the defendant shall be taken to be admitted. Hence, as the respondents no. 3 & 4 have made an evasive denial of the contents of the claim petition in their WS, the facts are as such deemed admitted by them.

25. Further, the medical record of the deceased is on record, as per which, it is clear that he was brought to the hospital with history of road traffic accident. As per his post mortem report, he had suffered crush injury to his head and face and he had expired due to shock and hemorrhage due to ante mortem injuries. Hence, it is proved on record

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.09.10 13:49:29 +0530

that the deceased has expired due to accidental injuries. Hence, on the basis of preponderance of evidence, the involvement of the offending vehicle and the rash and negligent act of the respondent no. 4 is made out.

26. It is alleged by the Ld. Counsel for the respondent no. 1 that there is collusion between the petitioners and IO. However, no evidence has been led by the respondent no. 1 to prove the same on record. No evidence is on record that the respondents no.3 and 4 and the petitioners were known to each other. Hence, in the absence of the same, merely because the respondent no. 1 is alleging collusion, the same is not proved. Furthermore, the respondent no. 4 was chargesheeted by the IO after investigation of the case. Hence the court finds no reason to believe that the offending vehicle has been planted in the present case.

27. Hence, from the above discussion, it is established that the accident was caused due to the rash and negligent act of the respondent no.4. Hence, the burden shifts on the respondents to prove that they were not responsible for the accident, which they failed to discharge. In view of the same, considering the facts and circumstances, the court is satisfied that the accident was caused due to the rash and negligent driving of the respondent no.4. It also stands established that the respondent no.3 was the registered owner of the offending vehicle and that the offending vehicle was insured with respondent no.1.

RUCHIKA SINGLA

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Date: 2026.09.10 13:49:35 +0530

<u>The injury:</u>

28. Further, the onus to prove that the deceased had suffered fatal injuries by way of the said accident was on the petitioners. In this regard, the petitioners have relied upon his Post Mortem Report dated 19.09.2023 is also on record, as per which, he had suffered crush injury to his head and face and he had expired due to shock and hemorrhage due to ante mortem injuries.

29. In view of the above discussion, this Tribunal is of the opinion that on the scales of preponderance of probabilities, the petitioner has proved that the accident in question took place due to rash and negligent driving of offending vehicle being driven by its driver/respondent no. 4 on the date and time of the accident and that due to the said accident, **the injured Mukesh Tomar unfortunately expired. Accordingly, issue no. 1 is decided in favour of the petitioner and against the respondents.**

<u>ISSUE NO.2:</u>

Whether the petitioner is entitled for compensation? If so, to what amount and from whom? (OPP)

30. The onus to prove this issue was upon the petitioners. In view of the discussion in the issue no.1, the petitioners are entitled for compensation. Hon'ble Supreme Court of India in matter of ***"Sarla Verma & Ors. Vs. Delhi Transport Corporation & Ors." (2003) 6 SCC 121*** has held : -

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.09.10 13:49:41 +0530

“__QUA BASIC PRINCIPLES__

“9. Basically only three facts need to be established by the claimants for assessing compensation in the case of death :-

(a) age of the deceased; (b) income of the deceased; and the (c) the number of dependents. The issues to be determined by the Tribunal to arrive at the loss of dependency are (i) additions/deductions to be made for arriving at the income; (ii) the deduction to be made towards the personal living expenses of the deceased; and (iii) the multiplier to be applied with reference of the age of the deceased. If these determinants are standardized, there will be uniformity and consistency in the decisions. There will lesser need for detailed evidence. It will also be easier for the insurance companies to settle accident claims without delay. To have uniformity and consistency, Tribunals should determine compensation in cases of death, by the following well settled steps :

Step 1 (Ascertaining the multiplicand)

The income of the deceased per annum should be determined. Out of the said income a deduction should be made in regard to the amount which the deceased would have spent on himself by way of personal and living expenses. The balance, which is considered to be the contribution to the dependent family, constitutes the multiplicand.

Step 2 (Ascertaining the multiplier)

Having regard to the age of the deceased and period of active career, the appropriate multiplier should be selected. This does not mean ascertaining the number of years he would have lived or worked but for the accident. Having regard to several imponderables in life and economic factors, a table of multipliers with reference to the age has been identified by this Court. The multiplier should be chosen from the said table with reference to the age of the deceased.

Step 3 (Actual calculation)

The annual contribution to the family (multiplicand) when multiplied by such multiplier gives the `loss of

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.09.10 13:49:48 +0530

dependency' to the family. Thereafter, a conventional amount in the range of Rs. 5,000/- to Rs.10,000/- may be added as loss of estate. Where the deceased is survived by his widow, another conventional amount in the range of 5,000/- to 10,000/- should be added under the head of loss of consortium. But no amount is to be awarded under the head of pain, suffering or hardship caused to the legal heirs of the deceased.

The funeral expenses, cost of transportation of the body (if incurred) and cost of any medical treatment of the deceased before death (if incurred) should also added."

QUA ADDITIONS

"11. ………………… In view of imponderables and uncertainties, we are in favour of adopting as a rule of thumb, an addition of 50% of actual salary to the actual salary income of the deceased towards future prospects, where the deceased had a permanent job and was below 40 years. [Where the annual income is in the taxable range, the words `actual salary' should be read as `actual salary less tax']. The addition should be only 30% if the age of the deceased was 40 to 50 years. There should be no addition, where the age of deceased is more than 50 years. Though the evidence may indicate a different percentage of increase, it is necessary to standardize the addition to avoid different yardsticks being applied or different methods of calculations being adopted. Where the deceased was self-employed or was on a fixed salary (without provision for annual increments etc.), the courts will usually take only the actual income at the time of death. A departure therefrom should be made only in rare and exceptional cases involving special circumstances."

QUA DEDUCTIONS

"14. Having 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 (1/3rd) where the number of dependant family members is 4 to 6, and

one-fifth (1/5th) where the number of dependant family members exceed six.

15. 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 dependent and the mother alone will be considered as a dependent. In the absence of evidence to the contrary, brothers and sisters will not be considered as dependents, because they will either be independent and earning, or married, or be dependent on the father. Thus even if the deceased is survived by parents and siblings, ***only the mother would be considered to be a dependent****, and 50% would be treated as the personal and living expenses of the bachelor and 50% as the contribution to the family. However, where 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."*

<u>QUA MULTIPLIER</u>

"21. 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, 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

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years."

31. ***Hon'ble Supreme Court of India*** in its **Constitution Bench** decision in matter of ***"National Insurance Company Limited Vs. Pranay Sethi & Ors."*** (2017) 16 SCC 680 held as under : -

> *"58. To lay down as a thumb rule that there will be no addition after 50 years will be an unacceptable concept. We are disposed to think, there should be an addition of 15% if the deceased is between the age of 50 to 60 years and there should be no addition thereafter. Similarly, in case of self-employed or person on fixed salary, the addition should be 10% between the age of 50 to 60 years. The aforesaid yardstick has been fixed so that there can be consistency in the approach by the tribunals and the Courts.*
>
> *59. In view of the aforesaid analysis, we proceed to record our conclusions:-*
>
> *(i) The two-Judge Bench in Santosh Devi should have been well advised to refer the matter to a larger Bench as it was taking a different view than what has been stated in Sarla Verma, a judgment by a coordinate Bench. It is because a coordinate Bench of the same strength cannot take a contrary view than what has been held by another coordinate Bench.*
>
> *(ii) As Rajesh has not taken note of the decision in Reshma Kumari, which was delivered at earlier point of time, the decision in Rajesh is not a binding precedent.*
>
> *(iii) 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.*
>
> *(iv) 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.

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

(vi) The selection of multiplier shall be as indicated in the Table in Sarla Verma read with paragraph 42 of that judgment.

(vii) The age of the deceased should be the basis for applying the multiplier.

(viii) Reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs. 15,000/-, Rs. 31,001/- and Rs. 15,000/- respectively. The aforesaid amounts should be enhanced at the rate of 10% in every three years."

<u>Loss of income</u>

32. In the present matter, it is alleged on behalf of the petitioners that the deceased working as a farmer and mil supplier in Delhi NCR and that he was earning about Rs. 68,000/- per month. Hence, his income may be assessed accordingly.

33. Record perused. No proof of income of the deceased was produced. Further, there is also no evidence on record that the deceased was supplying milk in Delhi. The deceased and his family were permanently residing at Bijrol, UP. The accident also occurred within the jurisdiction of PS Baraut, UP. Hence, the income of the deceased is

assessed as per the minimum wages payable at UP. Further, his educational qualifications were also not proved. Hence, his income shall be assessed as per the minimum wages payable to an unskilled person. The date of accident is 18.09.2023. As per the relevant notification, minimum wages payable to an unskilled person at that time at UP was Rs. 10,089/-. Hence, his monthly income is assessed to be **Rs.10,089/-**.

<u>Age determination of the deceased:</u>

34. As per the Aadhar and PAN card of deceased Mukesh Ex.PW-1/2 (OSR) & Ex.PW-1/3, his date of birth was 01.01.1978. The date of the accident is 18.09.2023. Hence, as on the date of the accident, the deceased was aged **45 years, 8 months and 18 days.**

<u>Future Prospects: -</u>

35. In view of the judgment of ***National Insurance Company Limited v. Pranay Sethi & Ors; (2017) 16 SCC 680,*** it was observed that the Claimants would be entitled to 25% for future prospects as the deceased was more than 40 years but less than 50 years of age. Accordingly, the **monthly income of the deceased** needs to be taken as **Rs. 12,611.25.** (Rs. 10,089/- + Rs. 2,522.25 which is 25% of Rs. 10,089/-) (rounded off to **Rs. 12,611/-).**

<u>Determination of Dependent</u>

36. In the present case, the deceased is survived by his parents, wife and two unmarried children. The parents were aged 76 years and the children were aged 21 years and 20 years respectively. Hence, all the

RUCHIKA SINGLA
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Date: 2026.09.10 13:50:18 +0530

legal heirs shall be considered to be dependent on the deceased.

<u>Determination of multiplicand</u>

37. The monthly income of the deceased after enhancement needs to be taken as **Rs. 12,611/-**. In light of the judgment of the Supreme Court in ***Sarla Verma (Smt) & Ors. vs. Delhi Transport Corporation & Anr., (2009) 6 SCC 121, and United India Insurance Co. Ltd. vs. Satinder Kaur alias Satwinder Kaur & Ors., (2021) 11 SCC 780***, out of the above amount so assessed, 1/4 amount has to be deducted on account of personal and living expenses as the deceased was unmarried. So, in this matter, **monthly loss of dependency** would come out to be **Rs. 9,458.25 (3/4 of Rs. 12,611/-**). This needs to be multiplied by 12 to workout **multiplicand/annual loss of dependency**. Hence, **multiplicand** for this matter would be **Rs. 97,624.80 (rounded off to Rs. 1,13,499/-)** (Rs. 9,458.25 x 12).

<u>Award Towards Loss of Dependency</u>

38. Further, as the deceased was 45 years of age, but less than 46 years at the time of the accident, multiplier applicable in this matter as per above discussion would be **14.** The total loss of dependency would come out to be **Rs.15,88,986/- (Rs. 1,13,499/- x 14)**, hence, so awarded.

<u>Medical expenses:</u>

39. No amount is claimed by the petitioners under this head.

<u>Non-Pecuniary Heads:-</u>

40. The Respondents/Claimants shall be entitled to the compensation under Non-Pecuniary Heads in terms of ***National Insurance Company Limited vs. Pranay Sethi And Others, (2017) 16 SCC 680.*** The case of ***National Insurance Co. Ltd. Vs. Pranay Sethi & Ors. 2017 ACJ 2700 (SC)*** was considered and clarified by the ***Hon'ble Apex Court in the case of Magma General Insurance Company Ltd. Vs. Nanu Ram @ Chuhru Ram & Ors. Civil Appeal No. 9581/2018 decided on 18.09.2018 whereby after considering the case of Pranay Sethi's (supra),*** Hon'ble Supreme Court was pleased to award loss of consortium of Rs.40,000/- to each dependent of the deceased and further pleased to award a compensation of Rs. 50,000/- to each dependent of the deceased towards loss of love and affection. The relevant portion is as under:

> *"...... A Constitution Bench of this Court in Pranay Sethi (supra) 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.*
>
> *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."*

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."

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.

Consortium is a special prism reflecting changing norms about the status and worth of actual relationships. Modern jurisdictions world-over have recognized 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.

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.

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 *(supra).*

In the present case, we deem it appropriate to award the father and the sister of the deceased, an amount of Rs.10,089 each for loss of Filial Consortium.....".

41. However, in the case of **United India Insurance Company Ltd. Vs. Satinder Kaur @ Satwinder Kaur 2020 SCC Online SC 410** the Hon'ble Supreme Court has observed that there is no justification to award compensation towards loss of love and affection as a separate head. The relevant portion of the observations are reproduced as under:

"...... The amount to be awarded for loss consortium will be as per the amount fixed in Pranay Sethi (supra). At this stage, we consider it necessary to provide uniformity with respect to the grant of consortium, and loss of love and affection. Several Tribunals and High Courts have been awarding compensation for both loss of consortium and loss of love and affection. The Constitution Bench in Pranay Sethi (supra), has recognized only three conventional heads under which compensation can be awarded viz. loss of estate, loss of consortium and funeral expenses.

In Magma General (supra), this Court gave a comprehensive interpretation to consortium to include spousal consortium, parental consortium, as well as filial consortium. Loss of love and affection is comprehended in loss of consortium.

The Tribunals and High Courts are directed ***to award compensation for loss of consortium, which is a legitimate conventional head. There is no justification to award compensation towards loss of love and affection as a separate head...".***

42. In the case of ***Pranay Sethi (supra)***, it was held that in the case of death, Rs.15,000/- is liable to be paid towards the loss of estate and funeral charges each, while Rs.40,000/- was payable towards the

loss of consortium to each legal heir and the same may be enhanced by 10% every three years. The judgment was pronounced by the Hon'ble Supreme Court in 2017 and the accident in the present case occurred in 2023, after 7 years of the pronouncement of the said judgement. Hence, in the present case, the said expenses are to be enhanced by 10% twice. Reliance placed on the decision of the Hon'ble Supreme Court in ***Hasina Yasmin & Ors v. National Insurance Co. Ltd. SLP no. 27285 of 2025*** decided on 17th of December 2025.

43. Thus, an amount of **Rs. 18,150/-** is granted towards the **Loss of Estate and Rs. 18,150/-** towards **funeral charges**.

44. Further, **Rs. 48,400/- each is granted to the petitioners i.e. total of Rs. 48,400/- x 5 = Rs. 2,42,000/- towards Loss of Consortium.**

Computation of compensation:

45. Applying the settled guidelines in the various judgments, the compensation payable to the petitioners is calculated as under:

Head	***Awarded by the Claims Tribunal***
Monthly Income of deceased (A)	**Rs. 10,089/-**
Add future prospect (B)	**@ 25%= Rs. 2,522.25**
Less 1/4 deductions towards personal and living expenses of the deceased (C)	**(Rs. 10,089/- + Rs. 2,522.25) = Rs. 12,611/- x 1/4 = Rs. 3,152.75**
Monthly loss of dependency [(A+B) – C = D]	**(Rs. 10,089/- + Rs. 2,522.25) - Rs. 3,152.75 = Rs. 9,458.25)**

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Annual loss of Dependency (D x 12)	**Rs. 9,458.25 x 12 = Rs. 1,13,499/-**
Multiplier (E)	**14**
Total loss of dependency D x E = F	**(Rs. 1,13,499/- x 14) = Rs. 15,88,986/-**
Medical Expenses (G)	**Nil**
Compensation for loss of love and affection (H)	**Nil**
Compensation for loss of consortium (I) to the petitioners	**Rs. 48,400/- x 5 = Rs. 2,42,000/-**
Compensation for loss of Estate (J)	**Rs. 18,150/-**
Compensation for funeral expenses (K)	**Rs. 18,150/-**
Total Compensation (F+I+J+K)	**Rs. 18,67,286/-**

46. In the case of ***Oriental Insurance Company Ltd. Vs. Niru @ Niharika & Ors. SLP no. 22136 of 2024 decided on 14.07.2025,*** the Hon'ble Supreme Court has upheld awarding of 9% interest per annum. Therefore, **it is held that the petitioner shall be entitled to interest @ 9% per annum from the date of filing of petition i.e. 05.10.2023 till realization.**

Apportionment:

47. It is evident from the record that the deceased had left behind his 5 legal heirs i.e. parents, wife and chidlren. For the sake of convenience, the individual shares of the petitioners are tabulated as under:-

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S.No.	Name of the claimant	Relation with deceased	Amount in (Rupees)	Total amount including interest
1.	Smt. Pinki Tomar	Wife	Rs. 8,67,286/-	Rs. 8,67,286/- + Rs. 2,29,034.79 = Rs. 10,96,320.79 (rounded off to **Rs. 10,96,321/-**)
2.	Ms. Himanshi	Daughter	Rs. 2,00,000/-	Rs. 2,00,000/- + Rs. 52,816.44 = Rs. 2,52,816.44 (rounded off to **Rs. 2,52,816/-**)
3.	Sh. Mohit Tomar	Son	Rs. 2,00,000/-	Rs. 2,00,000/- + Rs. 52,816.44 = Rs. 2,52,816.44 (rounded off to **Rs. 2,52,816/-**)
4.	Mrs. Kamla	Mother	Rs. 4,00,000/-	Rs. 4,00,000/- + Rs. 1,05,632.88 = Rs. 5,05,632.88 (rounded off to **Rs. 5,05,633/-**)
5.	Sh. Harpal	Father	Rs. 2,00,000/-	Rs. 2,00,000/- + Rs. 52,816.44 = Rs. 2,52,816.44 (rounded off to **Rs. 2,52,816/-**)

DISBURSEMENT

48. The Financial Statement of petitioner/injured was recorded by this Court/Tribunal. As per the said statement, the monthly expenses of his family are approximately Rs. 35,000/- per month.

49. The Hon'ble Delhi High Court vide orders dated **07.12.2018 & 08.01.2021** in **FAO No. 842/2003** under the title **Rajesh Tyagi & Ors. Vs. Jaivir Singh & Ors.** has given the following directions:

> *"(i) The bank shall not permit any joint name to be added in the saving account or fixed deposit accounts of the claimants i.e. saving bank accounts of the claimants shall be an*

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individual saving bank account and not a joint account.

(ii) Original fixed deposit shall be retained by the bank in safe custody. However, the statement containing FDR number, FDR amount, date of maturity and maturity amount shall be furnished by bank to the claimants.

(iii) The maturity amount of the FDRs be credited by the ECS in the saving bank account of the claimant near the place of their residence.

(iv) No loan, advance or withdrawal or premature discharge be allowed on the fixed deposits without the permission of the court.

(v) The concerned bank shall not issue any cheque book and/or debit card to claimants. However, in case the debit card and/or cheque book have already been issued, bank shall cancel the same before the disbursement of the award amount. The bank shall debit card(s) freeze the account of claimants so that no debit card be issued in respect of the account of claimants from any other branch of the bank.

(vi) The bank shall make an endorsement on the passbook of the claimant to the effect, that no cheque books and/or debit card have been issued and shall not be issued without the permission of the Court and the claimant shall produced the passbook with the necessary endorsement before the Court for compliance."

50. However, in a recent judgment passed by the Hon'ble Supreme Court of India titled as **Parminder Singh vs Honey Goyal on 18 March, 2025 in S.L.P. (C) No. 4484 OF 2020** has held that :

"17. The case in hand pertains to the compensation awarded under the Motor Vehicles Act. The general practice followed

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by the insurance companies, where the compensation is not disputed, is to deposit the same before the Tribunal. ***Instead of following that process, a direction can always be issued to transfer the amount into the bank account(s) of the claimant(s) with intimation to the Tribunal.***

17.1 For that purpose, the Tribunals at the initial stage of pleadings or at the stage of leading evidence may require the claimant(s) to furnish their bank account particulars to the Tribunal along with the requisite proof, ***so that at the stage of passing of the award the Tribunal may direct that the amount of compensation be transferred in the account of the claimant and if there are more than one then in their respective accounts.*** *If there is no bank account, then they should be required to open the bank account either individually or jointly with family members only. It should also be mandated that, in case there is any change in the bank account particulars of the claimant(s) during the pendency of the claim petition they should update the same before the Tribunal. This should be ensured before passing of the final award. It may be ensured that the bank account should be in the name of the claimant(s) and if minor, through guardian(s) and in no case it should be a joint account with any person, who is not a family member. The transfer of the amount in the bank account, particulars of which have been furnished by the claimant(s), as mentioned in the award, shall be treated as satisfaction of the award. Intimation of compliance should be furnished to the Tribunal."*

51. In view of the same, the award amount can now be disbursed in the Savings Bank Account of the petitioners. However, the remaining directions as passed by the Hon'ble High Court shall be complied with. It is directed that the award amount be deposited by the respondent no. 3 **in the bank account of Tribunal bearing A/c. no.**

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.09.10 13:51:13 +0530

42704293960, SBI, THC, Delhi in the name of MACT-01, Central, IFSC Code: SBIN0000726.

Smt. Pinki Tomar (wife):

52. After considering the financial statement of the petitioners, it is held that on realization of the award amount of Rs. 23,60,402/-, out of the share of the petitioner/wife Smt. Pinki Tomar Rs. 10,96,321/- (Rupees Ten Lakhs Ninety Six Thousand Three Hundred Twenty One only), **Rs. 2,96,321/- (Rupees Two Lakhs Ninety Six Thousand Three Hundred Twenty One only) alongwith accumulated interest, if any shall be released by SBI, THC to the petitioner immediately in her Bank Account bearing no. 3699000100124762, Punjab National Bank, Bijrol, Baghpat, UP, IFSC PUNB0369900.**

53. The balance amount of Rs. 8,00,000/- (Rupees Eight Lacs only) shall be put in 40 monthly fixed deposits in her name in her account as mentioned above of equal amount of Rs. 20,000/- (Rupees Twenty Thousand only) each for a period of 01 month to 40 months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred in her saving account maintained in a nationalized bank situated near the place of her residence.

Ms. Himanshi (daughter):

54. After considering the financial statement of the petitioners,

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Date: 2026.09.10 13:51:18 +0530

it is held that on realization of the award amount of Rs. 23,60,402/-, out of the share of the petitioner/daughter Ms. Himanshi Rs. 2,52,816/- (Rupees Two Lakhs Fifty Two Thousand Eight Hundred Sixteen only), **Rs. 52,816/- (Rupees Fifty Two Thousand Eight Hundred Sixteen only) alongwith accumulated interest, if any shall be released by SBI, THC to the petitioner immediately in her Bank Account bearing no. 3699001500097159, Punjab National Bank, Bijrol, Baghpat, UP, IFSC PUNB0369900.**

55. The balance amount of Rs. 2,00,000/- (Rupees Two Lacs only) shall be put in 10 monthly fixed deposits in her name in her account as mentioned above of equal amount of Rs. 20,000/- (Rupees Twenty Thousand only) each for a period of 01 month to 10 months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred in her saving account maintained in a nationalized bank situated near the place of her residence.

Sh. Mohit Tomar (son):

56. After considering the financial statement of the petitioners, it is held that on realization of the award amount of Rs. 23,60,402/-, out of the share of the petitioner/son Sh. Mohit Tomar Rs. 2,52,816/- (Rupees Two Lakhs Fifty Two Thousand Eight Hundred Sixteen only), **Rs. 52,816/- (Rupees Fifty Two Thousand Eight Hundred Sixteen only) alongwith accumulated interest, if any shall be released by**

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SBI, THC to the petitioner immediately in his Bank Account bearing no. 3699001500097140, Punjab National Bank, Bijrol, Baghpat, UP, IFSC PUNB0369900.

57. The balance amount of Rs. 2,00,000/- (Rupees Two Lacs only) shall be put in 10 monthly fixed deposits in his name in his account as mentioned above of equal amount of Rs. 20,000/- (Rupees Twenty Thousand only) each for a period of 01 month to 10 months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred in his saving account maintained in a nationalized bank situated near the place of his residence.

Mrs. Kamla (mother):

58. After considering the financial statement of the petitioners, it is held that on realization of the award amount of Rs. 23,60,402/-, out of the share of the petitioner/mother Mrs. Kamla Rs. 5,05,633/- (Rupees Five Lakhs Five Thousand Six Hundred Thirty Three only), **Rs. 1,05,633/- (Rupees One Lakh Five Thousand Six Hundred Thirty Three only) alongwith accumulated interest, if any shall be released by SBI, THC to the petitioner immediately in her Bank Account bearing no. 3699000100113942, Punjab National Bank, Bijrol, Baghpat, UP, IFSC PUNB0369900.**

59. The balance amount of Rs. 4,00,000/- (Rupees Four Lacs

only) shall be put in 20 monthly fixed deposits in her name in her account as mentioned above of equal amount of Rs. 20,000/- (Rupees Twenty Thousand only) each for a period of 01 month to 20 months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred in her saving account maintained in a nationalized bank situated near the place of her residence.

Sh. Harpal (father):

60. After considering the financial statement of the petitioners, it is held that on realization of the award amount of Rs. 23,60,402/-, out of the share of the petitioner/father Sh. Harpal Rs. 2,52,816/- (Rupees Two Lakhs Fifty Two Thousand Eight Hundred Sixteen only), **Rs. 52,816/- (Rupees Fifty Two Thousand Eight Hundred Sixteen only) alongwith accumulated interest, if any shall be released by SBI, THC to the petitioner immediately in his Bank Account bearing no. 3699000100014791, Punjab National Bank, Bijrol, Baghpat, UP, IFSC PUNB0369900.**

61. The balance amount of Rs. 2,00,000/- (Rupees Two Lacs only) shall be put in 10 monthly fixed deposits in his name in his account as mentioned above of equal amount of Rs. 20,000/- (Rupees Twenty Thousand only) each for a period of 01 month to 10 months respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall

automatically be transferred in his saving account maintained in a nationalized bank situated near the place of his residence.

62. Further, it is directed that if the amount is being disbursed to the petitioner in his savings bank accounts, he shall not avail any loan/advance facility on the FDRs without the permission of this Tribunal. Further, he shall not encash the FDRs before their maturity without the permission of this Tribunal.

63. In compliance of the directions given by Hon'ble High Court in **FAO No. 842/2003** dated **08.01.2021**, Summary of the Award in the prescribed **Format-XVI** is as under:

SUMMARY OF AWARD:

Date of Accident:	**18.09.2023**
Name of the deceased:	**Mukesh Tomar**
Age of the deceased:	**45 years**
Occupation of the deceased:	**Agriculturist**
Income of the deceased :	**Rs. 10,089/- p.m.**

Name and relationship of legal representatives of deceased:

S.No.	*Name of the claimant*	*Relation with deceased*
1.	***Smt. Pinki Tomar***	***Wife***
2.	***Ms. Himanshi***	***Daughter***
3.	***Sh. Mohit Tomar***	***Son***
4.	***Mrs. Kamla***	***Mother***

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5.	***Sh. Harpal***	***Father***

COMPUTATION OF COMPENSATION

Sr. No.	***Head***	***Awarded by the Claims Tribunal***
1	Monthly Income of deceased (A)	**Rs. 10,089/-**
2	Add future prospect (B)	**@ 25%= Rs. 2,522.25**
3	Less 1/4 deductions towards personal and living expenses of the deceased (C)	**(Rs. 10,089/- + Rs. 2,522.25) = Rs. 12,611/- x 1/4 = Rs. 3,152.75**
4	Monthly loss of dependency [(A+B) – C = D]	**(Rs. 10,089/- + Rs. 2,522.25) - Rs. 3,152.75 = Rs. 9,458.25)**
5	Annual loss of Dependency (D x 12)	**Rs. 9,458.25 x 12 = Rs. 1,13,499/-**
6	Multiplier (E)	**14**
7	Total loss of dependency D x E = F	**(Rs. 1,13,499/- x 14) = Rs. 15,88,986/-**
8	Medical Expenses (G)	**Nil**
9	Compensation for loss of love and affection (H)	**Nil**
10	Compensation for loss of consortium (I) to the petitioners	**Rs. 48,400/- x 5 = Rs. 2,42,000/-**
11	Compensation for loss of Estate (J)	**Rs. 18,150/-**
12	Compensation for funeral expenses (K)	**Rs. 18,150/-**
13	Total Compensation (F+I+J+K)	**Rs. 18,67,286/-**
14	Rate of Interest Awarded	**9 %**

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15	Interest amount upto the date of award w.e.f. 05.10.2023 till realization	**Rs. 4,93,116/-**
16	Total amount including interest	**Rs. 23,60,402/-**
17	Award amount released	**As per paragraph Nos. 52 to 61**
18	Award amount kept in FDRs	**As per paragraph Nos. 53, 55, 57, 59 & 61**
19	Mode of disbursement of the award amount to the claimant(s)	**As per paragraph Nos. 52 to 61**
20	Next Date of compliance of the award	**10.10.2026**

LIABILITY:

64. It has been established that the offending vehicle was being driven by respondent no.3 and that respondent no.4 is the owner of the same and the offending vehicle was insured with the respondent no.1. Hence, the respondent no. 1 shall be liable to pay the compensation to the petitioners. **Issue No. 2 is accordingly decided in favour of the petitioner and against the respondents.**

RELIEF:

65. **In view of the above, the respondent no. 1 is directed to deposit a sum of Rs. 18,67,286/- (Rupees Eighteen Lakhs Sixty Seven Thousand Two Hundred Eighty Six only) along with interest @ 9% from the date of filing of DAR i.e. w.e.f. 05.10.2023 till realization with the bank account of this Tribunal within 30 days under intimation to the claimants, failing which the respondents shall be liable to pay interest @ 12 % per annum for the period of**

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delay beyond 30 days. Reliance placed on case titled as *Oriental Insurance Company Ltd. Vs. Niru @ Niharika & Ors. SLP no. 22136 of 2024* decided on 14.07.2025 by the Hon'ble Supreme Court.

66. Ahlmad is directed to e-mail an authenticated copy of the award to the insurance company for compliance within the time granted as directed by the Hon'ble Supreme Court of India in WP (Civil) No. 534/2020 titled as ***Bajaj Allianz General Insurance Co. Pvt. Ltd.*** Vs. ***Union of India & Ors.*** on 16.03.2021. The said respondent is further directed to give intimation of deposit of the compensation amount to the claimant and shall file a compliance report with the Claims Tribunal with respect to the deposit of the compensation amount within 15 days of the deposit with a copy to the Claimant and his counsel.

Ahlmad shall also e-mail an authenticated copy of the award to Branch Manager, SBI, Tis Hazari Courts for information.

A digital copy of this award be forwarded to the parties free of cost.

Ahlmad is directed to send the copy of the award to Ld. Metropolitan Magistrate concerned and Delhi Legal Services Authority in view of Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial nos. 39, 40 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A)].

Civil Nazir is directed to place a report on record on **10.10.2026** in the event of non-receipt/deposit of the compensation amount within the time granted.

Further, Civil Nazir is directed to maintain the record in

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Form XVIII in view of Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial no. 41 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A).

Ahlmad is further directed to comply with the directions passed by the Hon'ble High Court of Delhi in MAC APP No. 10/2021 titled as ***New India Assurance Company Ltd.*** Vs. ***Sangeeta Vaid & Ors.***, date of decision : 06.01.2021 regarding digitisation of the records.

File be consigned to Record Room after due compliance.

Announced in the open Court today
on this 10th September 2026.

RUCHIKA SINGLA

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Date: 2026.09.10 13:52:05 +0530

(RUCHIKA SINGLA)
PO, MACT-01, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI.

THE PARTICULARS AS PER FORM-XVII, CENTRAL MOTOR VEHICLES (FIFTH AMENDMENT) RULES, 2022 (PL. SEE RULE 150A) ARE AS UNDER:-

1	Date of Accident	**18.09.2023**
2	Date of filing of ***Form-I – First Accident Report (FAR)***	**NA**
3	Date of delivery of ***Form-II*** *to the victim(s)*	**NA**
4	Date of receipt of ***Form-III*** *from the Driver*	**NA**
5	Date of receipt of ***Form-IV*** *from the Owner*	**NA**
6	Date of filing of ***Form-V– Particulars of the insurance of the vehicle***	**NA**
7	Date of receipt of ***Form-VIA*** from the Victim(s)	**NA**
8	Date of filing **of *claim petition***	**05.10.2023**
9	Whether there was any delay or deficiency on the part of the Investigating Officer? If so, whether any action/direction warranted?	**NA**
10	Date of appointment of the Designated Officer by the Insurance Company	**20.08.2024**
11	Whether the Designated Officer of the Insurance Company admitted his report within 30 days of the DAR/claim petition?	**NO**
12	Whether there was any delay or deficiency on the part of the Designated Officer of the Insurance Company? If so, whether any action/direction warranted?	**NA**
13	Date of response of the claimant(s) to the offer of the Insurance Company.	**NA (WS)**
14	Date of award	**10.09.2026**
15	Whether the claimant(s) were directed to open savings bank account(s) near their	**Yes**

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	place of residence?	
16	Date of order by which claimant(s) were directed to open Savings Bank Account(s) near his place of residence and produce PAN card and Aadhar Card and the direction to the bank not to issue any cheque book/debit card to the claimant(s) and make an endorsement to this effect on the passbook(s).	**NA**
17	Date on which the claimant(s) produced the passbook of their savings bank account(s) near the place of their residence alongwith the endorsement, PAN card and Aadhaar Card?	**27.04.2026**
18	Permanent residential address of the claimant(s).	**As per Award**.
19	Whether the claimant(s) savings bank account(s) is near their place of residence?	**Yes**
20	Whether the Claimant(s) were examined at the time of passing of the Award to ascertain his/their financial condition?	**Yes. The Financial Statements of the claimants were recorded on 27.04.2026.**

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(RUCHIKA SINGLA)
PO, MACT-01, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI.
10.09.2026