IN THE COURT OF DR. SHIRISH AGGARWAL
PRESIDING OFFICER:MOTOR ACCIDENT CLAIMS
TRIBUNAL-01, PATIALA HOUSE COURTS, NEW DELHI

DLND010112082022

DAR No. 1323/22

1. Smt. Arti (Wife of deceased)
W/o Late Sh. Vijay

2. Yashika (Daughter of deceased)
D/o Late Sh. Vijay

3. Vanshika (Daughter of deceased)
D/o Late Sh. Vijay

4. Manvi Kasyap (Daughter of deceased)
D/o Late Sh. Vijay

5. Sh. Om Prakash (Father of deceased)
S/o Sh. Gayashi Ram

6. Smt. Santra (Mother of deceased)
W/o Sh. Om Prakash

All R/o Village Jhadsa,
Gurugram, Haryana. …….Claimants

Versus

1. Sh. Mohan Prashad Kediyal (Driver-Cum-Owner)
Sh. Shree Ram
R/o Flat No. 201, C Block, Millennium Apartment,
Sector-18, Rohini.

2. Sh. Gaurav Kediyal (Owner)
S/o Sh. Mohan Prasad Kediyal,
R/o Flat No. 201, C Block, Millennium Apartment,
Sector-18, Rohini, New Delhi.

3. M/s TATA AIG General Insurance Company Ltd. (Insurer)
15th Floor, Tower A, Peninsula Business Park,
Ganpatro Kadam Marg, Off Senapati Bapat Marg,
Lower Parnel, Mumbai-400013.

……..Respondents

Date of filing of DAR	: 23.12.2022
Date of framing of issues	: 10.04.2024
Date of concluding arguments	: 03.06.2026
Date of decision	: 04.06.2026

AWARD/JUDGMENT

1. The claim for compensation raised in the present Detailed Accident Report (DAR) is in respect of fatal injuries alleged to have been sustained by the deceased Sh. Vijay in a motor accident that took place on 05.12.2022 at about 10:30 AM, at Near Metro Pillar No. 54, Ring Road, Dhaula Kuan, New Delhi, regarding which FIR No.422/22 was registered at PS Delhi Cantt.

2. The offending vehicle involved in this case is a car bearing registration No. DL-8CAR-7411, which at the relevant time of accident was being driven by respondent no. 1 Sh. Mohan Prashad Kediyal, owned by respondent no. 2 Sh. Gaurav Kediyal and insured with respondent no. 3 TATA AIG General Insurance Company Ltd.

Case of the claimants

3. It is the case of the claimants that on 05.12.2022, the deceased and minor children of her relative Smt. Babli were sitting on the parked motorcycle bearing registration No. HR-26DL-6868 at Ring Road, Near Dhaula Kaun, New Delhi. It is stated that Smt. Babli was standing on the side. In the meantime, the offending vehicle bearing registration No. DL-8CAR-7411, which was being driven by respondent no. 1 in a rash and negligent manner, came from behind and hit the motorcycle of deceased due to which they fell down on the road and sustained grievous injuries. It is further stated that the deceased was taken to Safdarjung Hospital where he was declared brought dead by the doctors.

Case of respondent no. 1 & 2

4. Respondents no. 1 and 2 filed their reply to the DAR wherein it is stated that the accident did not take place due to negligence of respondent no. 1. It is stated that the respondent no. 1 was driving his car very carefully. However, one SUV which was being driven rashly and negligently tried to overtake his car from the right side due to which it collided with his car resulting in damage on the front right side of his car. It is stated that his car went out of the control and dashed against the motorcycle which was standing in the middle of the third lane.

5. It is further stated that the accident occurred due to sole negligence on the part of deceased since he had parked his motorcycle in the middle of the third lane and due to the negligent overtaking of SUV car which had collided against the car of

respondent no. 1. It is further stated that the alleged offending vehicle has been falsely implicated in the present matter by the police. It is further stated that at the time of accident, the alleged offending vehicle was duly insured and being driven by a competent person holding a valid driving license and hence, there is no breach or violation of law.

Case of respondent no. 3

6. Respondent no. 3 filed its legal offer for a sum of Rs. 24,03,869.44/-, after deducting 30% amount towards contributory negligence by stating that the deceased was traveling with four additional passengers on the motorcycle at the time of accident. The offer was not accepted by the claimants.

Issues

7. On 10.04.2024, the following issues were framed by this Tribunal :-

> 1. Whether the injured suffered injuries in a vehicular accident that took place on 05.12.2022 at about 10:30 a.m. at Near Metro Pillar No. 54, Ring Road, Dhaula Kuan, New Delhi involving a vehicle bearing registration No. DL-8CAR-7411 (offending vehicle) being driven by respondent no. 1 in a rash and negligent manner, owned by respondent no. 2 and insured with respondent no. 3/Insurance Company ? OPP.
>
> 2. Whether the claimant is entitled for compensation? If so, to what amount and from whom? OPP.
>
> 3. Relief.

Claimants' evidence

8. In support of their claim, the claimant no. 1 examined herself as PW1. She tendered her evidence by way of affidavit as Ex. PW1/A and relied upon the following documents :-

(i). Ex. PW1/1 (colly) (OSR) is the copy of her Aadhaar card and PAN card.

(ii). Ex. PW1/2 (colly) (OSR) is the copy of Aadhaar card and PAN card of her daughter Yashika.

(iii). Ex. PW1/3 (colly) (OSR) is the copy of Aadhaar card and PAN card of her daughter Vanshika.

(iv). Ex. PW1/4 (colly) (OSR) is the copy of Aadhaar card and PAN card of her daughter Manvi Kashyap.

(v). Ex. PW1/5 (colly) (OSR) is the copy of Aadhaar card and PAN card of her father-in-law Sh. Om Prakash.

(vi). Ex. PW1/6 (colly) (OSR) is the copy of Aadhaar card and PAN card of her mother-in-law Smt. Santra.

(vii). Ex. PW1/7 (colly) (OSR) is the copy of Aadhaar card and PAN card of her deceased husband.

(viii). Ex. PW1/8 is the copy of driving license of her deceased husband.

(ix). Ex. PW1/9 (colly) (OSR) is the copy of appointment letter of her deceased husband.

(x). Ex. PW1/10 (colly) (OSR) is the copy of salary slip of deceased for the month of October and November, 2022.

(xi). Ex. PW1/11 (colly) is the copy of DAR filed by the IO.

9. The claimants examined Smt. Babli Singh, an eye

witness of the accident as PW1 in the connected case bearing DAR No. 1330/22, which was disposed off as settled. Smt. Babli Singh deposed about the manner of accident.

10. The claimants examined Sh. Sukh Ram, proprietor of Jai Guruji Enterprises as PW2. He has placed on record attested copy of appointment letter of deceased as Ex. PW2/1, attested copy of salary slips of deceased for the months of September, October and November, 2022 as Ex. PW2/2 (colly) (OSR), attested copy of GST certificate of Jai Guru Enterprises as Ex. PW2/3 and attested copy of invoices issued to Kid Food Products Pvt. Ltd. and Kendriya Bhandar from Jai Guruji Enterprises along with e-way bills as Ex. PW2/4 (colly).

11. The claimants also examined Sh. Uttam Kumar Dutta, Manager, Licorne Hospitality Pvt. Ltd. as PW3. He has placed on record copy of his authority letter as Ex. PW3/A, copy of appointment letter of deceased as Ex. PW3/1 and attested copy of bank transfer request letter for NEFT/RTGS with respect to salary of the employees including deceased along with copy of cheque for the month of December 2020, January 2021, March 2021, November 2021, January 2022, March 2022, June 2022, September 2022, October 2022, list of employees, salary slip and Master role of deceased as Ex. PW3/2 (colly).

12. All the aforesaid witnesses were cross-examined and discharged.

Respondents'evidence

13. No witness was examined on behalf by the respondents

in rebuttal despite opportunities.

Findings

14. I have heard arguments and have carefully perused the entire case record.

15. The findings on the aforementioned issues are rendered hereinafter in the succeeding paragraphs.

ISSUE NO. 1 - Whether the injured suffered injuries in a vehicular accident that took place on 05.12.2022 at about 10:30 a.m. at Near Metro Pillar No. 54, Ring Road, Dhaula Kuan, New Delhi involving a vehicle bearing registration No. DL-8CAR-7411 (offending vehicle) being driven by respondent no. 1 in a rash and negligent manner, owned by respondent no. 2 and insured with respondent no. 3/Insurance Company ? OPP.

16. Onus to prove this issue was upon the claimants. The claimant no. 1 has examined herself as PW1. She admitted during cross-examination that she had not seen any such accident as narrated by her. Since PW1 is not an eye witness of the accident, her testimony can not be considered for determining if the vehicle was being driven rashly and negligently.

17. Smt. Babli, injured in the connected matter, who is also an eye witness of the accident, has examined herself as PW1. She deposed that she had gone to the house of Nanand to Sonipat along with her three children and had requested her late brother-in-law Vijay to bring her back from Sonipat. She further deposed that on 05.12.2022, they started from Sonipat on motorcycle bearing registration No. HR-26DL-6868 driven by her late brother-in-law

and crossed Naraina Village. She further deposed that one of her children wanted to go for toilet but due to rush at that place could not stop their bike. She further deposed that before Dhaula Kuan, the deceased stopped his bike on the open road. She further deposed that her brother-in-law told her that they were getting late and both of them had to go for duty and therefore, he will book a cab for her. She further deposed that when the deceased was sitting on the motorcycle and booking a cab infront of Metro Pillar No. 54, the offending vehicle bearing registration No. DL-8CAR-7411, which was being driven by respondent no. 1 in a rash and negligent manner, came and hit the motorcycle of deceased from behind due to which she along with her children and the deceased fell down and sustained injuries. She further deposed that the accident took place due to rash and negligent driving of the respondent no. 1.

18. During cross-examination, she admitted that she and the deceased were wearing helmet at the time of accident. She deposed that the motorcycle was parked on the side of the road. She further deposed that the blinkers of the motorcycle were switched on at the time of accident. She further deposed that the offending vehicle was white in colour and came from left lane.

19. It is explicit from the testimony of above eye witness that the respondent no. 1 driving his car in a rash and negligent manner has not been disputed and the testimony of the witness in this regard has gone unrebutted. Nothing material could be elicited from her testimony to disbelieve or discard her testimony. Her testimony has been duly corroborated with the DAR filed by the IO.

20. Even as per the FIR, the motorcycle was parked on the side when the car being driven by respondent no. 1 rammed against it from behind. The FIR forms part of the DAR. The contents of DAR are presumed to be correct. In this regard, reliance is being placed upon the judgment of Hon'ble Delhi High Court in case **Bajaj Allianz General Insurance Co. Ltd. Vs. Meera Devi & Ors.**, 2021 LawSuit (Del) 2021 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."*

21. Chargesheet was also filed against the respondent no.1/driver of the vehicle. The Hon'ble Apex Court in **Mangla Ram Vs. Oriental Insurance Co. Ltd. & Ors., 2018 Law Suit (SC) 303** has observed that filing of charge sheet against the driver *prima facie* points towards his complicity in driving the vehicle rashly and negligently. It has been further observed that even when the accused was acquitted in the criminal case, the same will have no effect on the assessment of liability required in respect of motor accident cases by the Tribunal.

22. It is well settled that the procedure followed for proceedings conducted by an accident tribunal is similar to that followed by a Civil Court and in Civil matters, the facts are required to be established on preponderance of probabilities and not beyond reasonable doubt, as are required in a criminal prosecution. Reference in this regard is made to the judgment of Hon'ble Apex

Court reported as *(2009) 13 SC 530* in **Bimla Devi and others Vs. Himachal Road Transport Corporation and others,** wherein it has been observed that strict proof of an accident caused by a particular vehicle in a particular manner may not be possible to be done by the petitioners and the petitioners were merely to establish their case on the touchstone of preponderance of probability.

23. Pertinently, respondent no. 1 was the best witness who could have stepped into the witness box and prove how exactly the accident had taken place, which he has failed to do. Therefore, an adverse inference is drawn against the respondent no.1 in terms of judgment of Hon'ble High Court of Delhi passed in the case of ***Cholamandalam M.S. General Insurance Company Ltd. Vs. Kamlesh, reported in 2009 (3) AD (Delhi) 310.***

24. The respondent no. 3 whose counsel has argued that the motorcycle was not stationary and was being driven at the time of accident also did not seek summoning of respondent no. 1 for proving this. In fact, the respondent no. 3 did not even take any such objection in its reply/legal offer.

25. There is nothing on record which establishes that the motorcycle was being driven at the time of accident. Since it was parked and even if more people than the permitted capacity were sitting on the stationary motorcycle, it can not be said that the accident took place partly because of the excessive number of passengers on the motorcycle. As such, no amount can be deducted on the ground of contributory negligence.

26. Ld. Counsel for the respondent no. 3 has orally argued that contributory negligence can be attributed to the deceased since he had parked the motorcycle in middle of the third lane of Ring Road. Referring to the photographs on record which are at page no. 41 of the DAR, she has stated that the motorcycle should have been parked beyond the white line seen in the photographs. It is evident from the site plan filed along with the DAR that the accident had taken place on the extreme left side of the road. There is no material on record from which it can be ascertained that the motorcycle was not parked beyond the white line seen in the photographs at page no. 41 of the DAR.

27. Since the motorcycle was parked on the extreme left side of the road, it can not be held that the deceased contributed to the accident taking place.

28. In view of foregoing discussion, it stands proved on preponderance of probability that the deceased suffered fatal injuries in the accident that took place due to rash and negligent driving of the offending vehicle bearing registration no. DL-8CAR-7411 and the said vehicle at that time was driven by respondent no. 1, owned by respondent no.2 and insured with respondent no. 3. Hence, this issue is decided in favour of the claimants and against the respondents.

ISSUE NO. 2 - Whether the claimants are entitled for compensation? If so, to what amount and from whom? OPP.

29. As rashness and negligence on part of driver of the offending vehicle/respondent No. 1 has been proved, the claimants

have become entitled to be compensated for death of deceased in the said accident, but the computation of compensation and liability to pay the same are required to be decided. The compensation to which the claimants are entitled shall be under the heads as discussed hereinafter.

(i) Loss of dependency

30. The claimant no. 1 being wife of the deceased stepped into the witness box as PW1 and filed her evidence by way of affidavit as Ex. PW1/A wherein she claimed that her deceased husband was working as Sales Executive in the morning hours with Jai Guru Ji Enterprise, Sector-39, Village Jharsa, Near Mjjal Colony, Gurugram, Haryana and was getting salary of Rs.14,300/- per month and thereafter in the afternoon hours, he was working as rider at Licorne Hospitality Pvt. Ltd., Gurugram, Haryana and was earning a sum of Rs.16,687/- per month. She further deposed that her deceased husband was earning a total sum of Rs.30,987/- per month. She has tendered on record copy of appointment letter of her deceased husband as Ex. PW1/9 (colly) (OSR) and copy of salary slip of deceased issued by Licorne Hospitality Pvt. Ltd. for the months of October and November, 2022 as Ex. PW1/10 (colly) (OSR).

31. During cross-examination, she deposed that her husband was working with Jai Guruji Enterprises from 8 am to 12 noon and with Licorne Hospitality from 2 pm to 11 pm.

32. In order to prove the employment and salary of deceased, the claimants examined Sh. Ravinder, proprietor of Jai

Guruji Enterprises as PW2. He has placed on record attested copy of appointment letter of deceased as Ex. PW2/1, attested copy of salary slips of deceased for the months of September, October and November, 2022 as Ex. PW2/2 (colly) (OSR), attested copy of GST certificate of Jai Guru Enterprises as Ex. PW2/3 and attested copy of invoices issued to Kid Food Products Pvt. Ltd. and Kendriya Bhandar from Jai Guruji Enterprises along with e-way bills as Ex. PW2/4 (colly). He deposed that the deceased was working in their company and he used to deliver goods in Gurugram, Haryana. He further deposed that the duty timings of deceased were from 8 am to 1:30 pm.

33. During cross-examination, he admitted that he has not shown the deceased as an employee in his ITR. However, he clarified that his total expenses have been reflected in the ITR. He further deposed that his shop is not registered under the Shop & Establishment Act. He testified that he has GST certificate since he is doing business of distributorship.

34. He further deposed that he has not brought any receipts/vouchers to show that he was paying salary to the deceased in cash. He further deposed that the deceased used to reach at 8 am and leave at 1:30 pm.

35. The claimants also examined Sh. Uttam Kumar Dutta, Manager, Licorne Hospitality Pvt. Ltd. as PW3. He has placed on record copy of his authority letter as Ex. PW3/A, copy of appointment letter of deceased as Ex. PW3/1 and attested copy of bank transfer request letter for NEFT/RTGS with respect to salary of

the employees including deceased along with copy of cheque for the month of December 2020, January 2021, March 2021, November 2021, January 2022, March 2022, June 2022, September 2022, October 2022, list of employees, salary slip and Master role of deceased as Ex. PW3/2 (colly). He deposed that the deceased used to work as rider in their company and his duty timings were 2 pm to 10 pm. He further deposed that he joined their company on 26.11.2020 and he was working in their company till his death.

36. During cross-examination, he admitted that the employees are not allowed to work in any other occupation, business or employment and they shall devote their entire time in performing the duties as per clause no. 7 of the appointment letter. He admitted that he has not brought ESI and PF record of the deceased. He further deposed that they were paying salary to the employees by way of bank transfer, however, he has not brought bank statement of their company to show that they were paying salary to the employees by way of bank transfer. He further deposed that they have not paid any compensation under Group Personal Accident Cover, Ex-gratia compensation or any other compensation to the family of deceased.

37. During the course of final arguments, Ld. Counsel for respondent no. 3 stated that she is not disputing the employment of deceased with Licorne Hospitality Pvt. Ltd. However, she stated that the purported employment with M/s Jai Guruji Enterprises is false.

38. Employment of the deceased with M/s Jai Guruji Enterprises is evident from the employment letter proved as Ex.

PW2/1 and salary slips proved as Ex. PW2/2 (colly). Merely because the wife of deceased disclosed the work timings of the deceased with Jai Guruji Enterprises slightly differently from what was stated by PW2 cannot be the reason to discard the authenticity of documents of the employment proved by PW2. Wife of the deceased stated that the deceased's work timing with M/s Jai Guruji Enterprises was from 8 am to 12 noon whereas PW2 stated that the deceased was working from 8 am to 1:30 pm.

39. It is possible that the official timings of the deceased were till 1:30 pm, however, he used to usually finish his work by 12 noon. The contradiction in the time was never put to PW1 and PW2 during cross-examination for them to explain the reason for the contradiction.

40. Ld. Counsel for respondent no. 3 has relied upon the Judgment of Hon'ble High Court of Delhi in case of ICICI Lombard General Insurance Company Ltd. Vs. Deepa Soni, MAC Appeal No. 501/2012, decided on 13.05.2013 and has submitted that since the deceased was not shown as an employee in the ITR of M/s Jai Guruji Enterprises, he cannot be considered as an employee of the said business.

41. Reliance is placed by Ld. Counsel for respondent no. 3 on the above judgment of Deepa Soni to substantiate her argument that it is necessary for the employer to show the victim as an employee in the ITR is misplaced. There was no such finding of the Hon'ble High Court. In the case before the Hon'ble High Court, it was observed that the payment of salary to the employee was

reflected in the income tax returns of the employer and there was no evidence to the contrary brought by the Insurance Company and therefore, it was correct to rely upon the salary certificate to assess the income of the deceased. This observation cannot be interpreted to mean that if the payment of salary is not reflected in the income tax returns of the employer, the MACT is not to include the salary received by the victim while computing the income of the victim.

42. The Tribunal is also of the opinion that even if a person, in contravention to Sections 8 & 9 of the Shops & Establishments Act works for longer duration or with more than one establishment, the MACT is not to award compensation by including the salary earned by that person from the establishments.

43. This Tribunal is dealing with a beneficial legislation. The fact that the deceased was having two employments to make a living for his family can not be held against him and his family. His family can not be punished by making payment of lesser compensation merely because the victim flouted some rules and worked more than a person usually would. All that the Tribunal has to ascertain is his actual income, whether or not it was through employments which are in contravention to the Shops & Establishments Act.

44. In the case of Rashmita Sahu & Ors. Vs. Divisional Manager & Anr., SLP (Civil) No. 5252/2023, decided on 20.05.2025, the salary certificate of deceased was produced before the Tribunal. It was not refuted by the respondents. It was observed that oral and documentary evidence submitted by the claimant

assumes greater evidentiary value, especially when the respondents failed to adduce any rebuttal evidence. The Hon'ble Supreme Court held that the High Court committed an error by not taking into consideration the salary certificate, depicting the correct monthly income of the deceased. It was held that in the absence of any evidence to the contrary for disproving the income of deceased, such uncontroverted documentary evidence has to be relied upon by the Court.

45. In the present case, the appointment letter and salary slips have been filed and proved. No evidence to the contrary has been led by the respondents to disapprove the income of the deceased from M/s Jai Guruji Enterprises.

46. No proof to the contrary has been submitted by the Insurance Company to refute the claim that the deceased was working with two companies and earning Rs. 30,987/- per month (Rs.14,300/- + Rs.16,687/-).

47. In Form VI-A which forms part of the DAR, the details of both the employers of the deceased were mentioned by the police. Copy of the DAR was provided to Ld. Counsel for Insurance Company on the first date of hearing itself.

48. Rule 25 of Annexure XIII of the Central Motor Vehicles Rules 1989 provides that the insurance company is duty bound to verify the correctness and genuineness of every claim by appointing an investigator/surveyor. The above Rule 25 provides that if the statements made in the DAR are found to be incorrect, the insurance company is required to send copy of the report of the

surveyor/investigator to the police for inquiry.

49. No report of Surveyor/Investigator has been filed by the Insurance Company. If the Surveyor/Investigator would have found the employment with M/s Jai Guruji Enterprises to be false, the Insurance Company was bound to make a complaint to the police as is required under above Rule 25. Admittedly, no such complaint was made and therefore, the plea of Insurance Company that the deceased was not working with M/s Jai Guruji Enterprises is belated.

50. There is no reason to disbelieve the employment of deceased with M/s Jai Guruji Enterprises and Licorne Hospitality Enterprises. Accordingly, the income of deceased is taken as Rs.30,987/- per month.

51. In order to prove the age of deceased, PW1 has tendered on record copy of Aadhaar card and PAN card of deceased as Ex. PW1/7 (colly) (OSR) in which his date of birth is found recorded as 10.04.1991. Hence, going by this document, the age of deceased comes to around 31 years, 7 months and 25 days on the date of accident. Accordingly, in terms of law laid down by the Hon'ble Supreme Court in the case of **Sarla Verma & Ors. Vs. Delhi Transport Corporation & Anr., (2009) 6 SCC 121**, which has also been approved by the Constitution Bench of the Hon'ble Apex Court in the case of **National Insurance Company Ltd. Vs. Pranay Sethi & Ors.,** (2017) 16 SCC 680**,** the multiplier of **'16'** is applicable in the present case.

52. Now coming to calculation of loss of dependency, the

present DAR has been filed by six claimants, i.e. wife, children and parents of deceased. Hence, in view of law laid down by the Hon'ble Supreme Court in the case of **Sarla Verma & Ors. (Supra) and Pranay Sethi & Ors. (Supra)**, 1/4th earnings of deceased shall be deducted towards his personal and living expenses.

53. In view of the law laid down in the case of **Pranay Sethi (Supra)**, the claimants are also held entitled to addition of 40% of earning of the deceased towards future prospects. Thus, the loss of dependency in the present case comes to **Rs.62,46,979/- (rounded off)** (Rs.30,987/- X 12 X 16 X 3/4 X 140/100).

(ii) COMPENSATION UNDER NON-PECUNIARY HEADS

54. To calculate compensation under the non-pecuniary heads, reference has to be drawn from decision in Pranay Sethi case (supra) wherein it was observed:

> *"…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.

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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…"

55. In terms of propositions of law laid down by the Hon'ble Supreme Court in case of **Pranay Sethi (Supra),** the claimants are also held entitled to amount of Rs.15,000/- each under the head of loss of estate and funeral expenses, i.e. Rs.30,000/- under both heads. Further, in view of Full Court judgment dated 30.06.2020 passed by Hon'ble Apex Court in **United India Insurance Co. Vs. Satinder Kaur @ Satwinder Kaur & Ors. (2020) 06 SC CK 0036** (Civil Appeal Nos. 2705 and 2706 of 2020), the claimants are entitled to Rs.40,000/- towards 'loss of consortium', in addition to Rs.30,000/- granted under the conventional heads of 'loss of estate' and 'funeral expenses'.

56. Pertinently, the Hon'ble Apex Court has also held in National Insurance Company Ltd. Vs. Pranay Sethi (Supra) that compensation awarded under the conventional heads shall be enhanced at the rate of 10% in every three years and a period of 6 years since then stands already expired. Hence, the claimant in this case is also entitled to an increase @ 10% on the amount awarded under the conventional head of 'loss of estate', 'funeral charges' and

'loss of consortium' after expiry of three years and further 10% after expiry of another three years.

57. The total compensation towards the non-pecuniary heads is calculated as under :-

i. Loss of Consortium : Rs.40,000/- + (10% of Rs.40,000/-)= Rs. 44,000/- + (10% of Rs. 44,000/-) = Rs. 48,400/- X 6 = Rs.2,90,400/-.

ii. Loss of Estate : Rs. 15,000/- + (10% of Rs.15,000/-) = Rs.16,500/- + (10% of Rs. 16,500/-) = Rs. 18,150/-.

iii. Funeral Charges : Rs. 15,000/- + (10% of Rs.15,000/-) = Rs.16,500/- + (10% of Rs. 16,500/-) = Rs. 18,150/-.

58. Therefore, the total compensation towards the non pecuniary heads comes to **Rs.3,26,700/-.**

ISSUE NO.3/RELIEF

59. In view of finding on issue number 2, the claimants are held entitled to a sum of **Rs.65,73,679/- (Rupees Sixty Five Lakh Seventy Three Thousand Six Hundred Seventy Nine only) (Rs.62,46,979/- + Rs.3,26,700/-)** along with interest @ 7.5% per annum from the date of filing of DAR. However, it is directed that the amount of interim award and interest for the suspended period, if any, during the course of this inquiry, shall be liable to be excluded from the award amount.

APPORTIONMENT

60. Out of the awarded amount, 50% share is being

awarded to the claimant no. 1, i.e. wife of deceased and the remaining 10% share each is being awarded to the claimants no. 2 to 6, i.e. children and parents of deceased.

RELEASE

61. Out of amount awarded to the claimant no. 1, 90% amount is directed to be kept with UCO Bank, Patiala House Court, New Delhi in the **Motor Accident Claims Annuity Deposit (MACAD)** in form of 200 monthly fixed deposit receipts (FDRs) of equal amounts for a period of 1 to 200 months in succession, as per scheme formulated by the **Hon'ble Delhi High Court vide order dated 01.05.2018 in FAO No. 842/2003, titled as Rajesh Tyagi & Ors. Vs. Jaibir Singh & Ors.** and as implemented vide **subsequent order dated 07.12.2018 and order dated 08.01.2021** passed in the said case. The amount of FDRs on maturity would be released in her savings/MACT Claims SB Account, opened/to be opened near the place of her residence, as directed vide order dated 23.12.2022 and the remaining 10% amount is also directed to be released into her above said account, which can be withdrawn through withdrawal form and utilized by her.

62. The entire share of claimants no. 2 to 4 shall be kept in FDRs for the period till they attain the age of majority. However, the monthly interest accrued thereon shall also be released in the above bank account of their mother/claimant no. 1 in order to meet their educational and other expenses and amounts of FDRs on maturity would be released in their respective savings/MACT

Claims SB Accounts opened/to be opened near the place of their residence, as directed vide order dated 23.12.2022.

63. Out of amount awarded to the claimants no.5 and 6 each, 90% amount is directed to be kept with UCO Bank, Patiala House Court, New Delhi in the **Motor Accident Claims Annuity Deposit (MACAD)** in form of 40 monthly fixed deposit receipts (FDRs) of equal amounts for a period of 1 to 40 months in succession, as per scheme formulated by the **Hon'ble Delhi High Court vide order dated 01.05.2018 in FAO No. 842/2003, titled as Rajesh Tyagi & Ors. Vs. Jaibir Singh & Ors.** and as implemented vide **subsequent order dated 07.12.2018 and order dated 08.01.2021** passed in the said case. The amount of FDRs on maturity would be released in their respective savings/MACT Claims SB Accounts, opened/to be opened near the place of their residence, as directed vide order dated 23.12.2022 and the remaining 10% amount each is also directed to be released into their above said accounts, which can be withdrawn through withdrawal form and utilized by them.

64. The disbursement to the claimants is, however, subject to addition of future interest till deposit proportionately and also deduction of proportionate tax on the interest amount or amount of interim award, if any, to/from their shares.

65. The bank shall not permit any joint names to be added in the savings bank accounts or MACAD scheme accounts of claimants i.e. the bank account of claimants shall be individual account and not a joint account.

66. The original fixed deposits shall be retained by the

UCO Bank, PHC, New Delhi in safe custody. However, the statement containing FDR numbers, amounts, dates of maturity and maturity amounts shall be furnished by the said bank to the claimants and the above amount shall be released in accounts of claimants by the Manager, UCO Bank, PHC, ND through RTGS/NEFT/or any other electronic mode.

67. The monthly interest be credited by Electronic Clearing System (ECS) in the saving bank accounts of the claimants near the place of their residence.

68. The maturity amount of the FDR (s) on monthly basis net of TDS be credited by Electronic Clearing System (ECS) in the above accounts of claimants.

69. No loan, advance or withdrawal or pre-mature discharge be allowed on the MACAD without permission of the Court.

70. 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 the claimants so that no debit card be issued in respect of the account of the claimants from any other branch of the bank.

71. The bank shall make an endorsement on the passbook of the claimants to the effect that no cheque book and/or debit card have been issued and shall not be issued without the permission of the Court and claimants shall produce the passbook with the

necessary endorsement before the Court on the next date fixed for compliance.

72. It is clarified that the endorsement made by the bank along with the duly signed and stamped by the bank official on the passbook of the claimants is sufficient compliance of clause above.

LIABILITY

73. All the respondents are though being held jointly and severally liable to pay the awarded amount of compensation to claimants, but respondent no.3 being insurer of offending vehicle, is directed to deposit the award amount with UCO Bank, Patiala House Court Branch, along with interest @ 7.5% per annum from the date of filing of DAR by RTGS/NEFT/IMPS in bank account being maintained in the above said bank in name of this tribunal within 30 days from today, failing which it is liable to pay interest at the rate of 9% per annum for the period of delay. In case even after lapse of 90 days from today, respondent no. 3 fails to deposit this compensation with interest, in that event, in light of judgment of the Hon'ble High Court of Delhi passed in the case of ***New India Assurance Company Limited Vs. Kashmiri Lal 2007 ACJ 688***, this compensation shall be recovered by attaching the bank account of respondent no. 2 with a cost of Rs.5,000/-.

74. The respondent no.3 shall inform the claimants and their counsels through registered post that the awarded amount has been deposited so as to facilitate them to collect the same.

75. A copy of this award be given to the parties free of cost

or be sent to them by email. Ahlmad is directed to send a copy of the award to Ld. JMFC concerned and Delhi Legal Services Authority in view of Judgment titled as Rajesh Tyagi Vs. Jaibir Singh & Ors. passed in FAO No.842/2003 dated 12.12.2014.

76. Further, Nazir is directed to maintain the record in Form XVIII as per the directions given by the Hon'ble Delhi High Court in the above case on 08.01.2021.

77. The particulars of Form-XVII of the Modified Claims Tribunal Agreed Procedure, in terms of directions given by the Hon'ble Delhi High Court in the above case on 08.01.2021, are as under:

1.	Date of the accident	05.12.2022
2.	Date of filing of ***Form I- First Accident Report (FAR)***	Not given
3.	Date of delivery of ***Form-II*** to the victim(s)	Not given
4.	Date of receipt of ***Form-III*** from the Driver	Not given
5.	Date of receipt of ***Form-IV*** from the owner	Not given
6.	Date of filing of the ***Form-V-Interim Accident Report (IAR)***	Not given
7.	Date of receipt of ***Form-VIA*** *and* ***Form VIB*** from the Victim (s)	Not given
8.	Date of filing of ***Form-VII-Detailed Accident Report (DAR)***	23.12.2022
9.	Whether there was any delay or deficiency on the part of the Investigating Officer? If so,	No

	whether any action/direction warranted?	
10.	Date of appointment of the Designated Officer by the Insurance Company.	Not given
11.	Whether the Designated Officer of the Insurance Company submitted his report within 30 days of the DAR?	No
12.	Whether there was any delay or deficiencies on the part of the Designated Officer of the Insurance Company? If so, whether any action/direction warranted?	Yes
13.	Date of response of the claimant(s) of the offer of the Insurance Company.	Legal offer filed, but not acceptable to the claimants
14.	Date of the award	04.06.2026
15.	Whether the claimant(s) were directed to open savings bank account(s) near their place of residence?	Yes
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 Adhaar Card and the direction to the bank not issue any cheque book/debit card to the claimant (s) and make an endorsement to this effect on the passbook(s).	23.12.2022
17.	Date on which the claimant(s) produced the passbook of their savings bank account near the place of their residence along with the endorsement, PAN Card and	Yet to furnish

	Adhaar Card?	
18.	Permanent Residential Address of the claimant(s)	As mentioned above
19.	Whether the claimant(s) savings bank account(s) is near his place of residence?	Yet to furnish
20.	Whether the claimant(s) were examined at the time of passing of the award to ascertain his/their financial condition?	Yes

78. File be consigned to record room after compliance of necessary formalities. Separate file be prepared for compliance report and be put up on 05.09.2026.

SHIRISH AGGARWAL Digitally signed by SHIRISH AGGARWAL Date: 2026.06.04 16:33:56 +0530

Announced in the open court (Shirish Aggarwal)
on 04.06.2026 PO/MACT-01, New Delhi

Encl: <u>SUMMARY OF COMPUTATION OF AWARD AMOUNT IN FORM XV</u>

<u>SUMMARY OF COMPUTATION OF AWARD AMOUNT IN FORM XV</u>

1.	Date of accident	05.12.2022
2.	***Name of the deceased***	Mr. Vijay
3.	Age of the deceased	31 years, 7 months and 25 days
4.	Occupation of the deceased	Private jobs
5.	Income of the deceased	Rs.30,987/-
6.	Name, age and relationship of legal representative of deceased :	

Sl. No.	**Name**	**Age**	**Relation**
i)	Arti	30 years	Wife
ii)	Yashika	11 years	Daughter
iii)	Vanshika	9 years	Daughter
iv)	Manvi	5 years	Daughter
v)	Om Prakash	69 years	Father
vi).	Santra	67 years	Mother

Sl. No.	**Head**	**Amount Awarded (Rs.)**
7.	Income of deceased **(A)**	Rs. 30,987/-
8.	**Add :** Future Prospects **(B)**	Rs. 12,394.8/-
9.	**Less-**Personal expenses of the deceased **(C)**	Rs. 10,845.45/-
10.	Monthly loss of dependency [(A+B) – C = **D**]	Rs. 32,536.35/-
11.	Annual loss of dependency	Rs.3,90,436.2/-

	(D x 12)	
12.	Multiplier	16
13.	Total loss of dependency (D x 12 x E = **F**)	Rs.62,46,979/-
14.	Medical Expenses **(G)**	Nil
15.	Compensation for loss of love and affection **(H)**	Nil
16.	Compensation for loss of consortium **(I)**	Rs.2,90,400/-
17.	Compensation for loss of estate **(J)**	Rs.18,150/-
18.	Compensation towards funeral expenses **(K)**	Rs.18,150/-
19.	TOTAL COMPENSATION (F + G + H + I + J+K =**L**)	Rs.65,73,679/-
20.	RATE OF INTEREST AWARDED	7.5% pa from date of filing of DAR till the date of award to be deposited within 30 days and 9% thereafter.
21.	Interest amount up to the date of award (M)	Rs.16,99,570/-
22.	Total amount including interest (L + M)	Rs.82,73,249/- (rounded off to Rs.82,73,500/-)
23.	Award amount released	P-1=10% share P-2=Nil P-3=Nil P-4=Nil P-5=10% share P-6=10% share

24.	Award amount kept in FDRs/ MACAD	P-1=90% share P-2=Entire share P-3=Entire share P-4=Entire share P-5=90% share P-6=90% share
25.	Mode of disbursement of the award amount to claimant(s)	Through Bank
26.	Next date for compliance of the award	05.09.2026

SHIRISH AGGARWAL

Digitally signed by SHIRISH AGGARWAL
Date: 2026.06.04 16:34:03 +0530

(Shirish Aggarwal)
PO/MACT-01, New Delhi
04.06.2026