

**IN THE COURT OF MS. RICHA MANCHANDA, PRESIDING OFFICER,  
MOTOR ACCIDENT CLAIMS TRIBUNAL, NORTH DISTRICT,  
ROHINI COURTS, DELHI**

**MAC Petition No. 143/22  
UID/CNR No. DLNT01-002383-2022**



1. Smt. Chum Chum Kumari,  
S/o Late Sh. Sunil Kumar,  
**(Widow of deceased)**
2. Anshika,  
D/o Late Sh. Sunil Kumar,  
**(Minor daughter of deceased)**
3. Ankur Singh,  
S/o Late Sh. Sunil Kumar,  
**(Minor son of deceased)**
4. Sh. Harihar Singh,  
S/o Late Sh. Babunandan Singh,  
**(Father of deceased)**

All R/o. 112,  
Saraswati Vihar,  
Govindpuram,  
PS. Madhuban Bapudham,  
District Ghaziabad,  
UP.

.....**Petitioners**

**VERSUS**

1. Sh. Devendra Kumar,  
S/o Sh. Rati Ram,  
R/o H.No. 260,  
Sector – 49,

Gautam Budh Nagar,  
UP.  
**(Registered Owner)**

2. Reliance General Insurance Co. Ltd.,  
At AW-108,  
Block AG,  
Sanjay Gandhi Transport Nagar,  
Delhi.  
**(Insurer)**

3. Mahendra Singh,  
S/o Shri Tota Ram,  
R/o H.No. 104,  
Village Kondli,  
PS. Mayur Vihar,  
Delhi.  
**(Driver)**

.....Respondents

Date of Institution : 28.03.2022  
Date of Arguments : 11.05.2026  
Date of Judgment : 11.05.2026

**APPEARENCE(S):**

Sh. Arun Kumar Singh, Ld. Counsel for petitioners.  
Sh. A.K. Singh, Ld. Counsel for insurance company.  
None for driver and owner.

**Petition under Section 166 & 140 of M.V. Act, 1988**  
**for grant of compensation**

**AWARD**

1. The petitioners have filed the present claim petition U/s 166/140 M.V Act, seeking compensation to the tune of **Rs. 80,00,000/- (Rupees**

**Eighty Lakhs Only)** from the date of accident till its realization for the fatal injury sustained by **Sh. Sunil Kumar, aged about 38 years** in Motor Vehicular Accident which occurred on 13.10.2021 at 9:00 PM at Bhatiya Mor Bridge, Ghaziabad, Bulandshahar Road, Ghaziabad, involving Bus bearing registration no. **UP16-ET-3427 (offending vehicle)** which was being driven by its driver/respondent no.3 in a rash and negligent manner.

2. The concise material facts relevant to decide the present claim are that on 13.10.2021, Sh. Sunil Kumar (deceased herein) was coming home from his job by bus bearing registration no. UP16-ET-3427 which was being driven by its driver at a very high, in a rash and negligent manner. At about 9:00 PM, when they reached at Bhatiya Mor Bridge at Ghaziabad - Bulandshahar, the aforesaid bus jumped over the divider and broke the railings and hit one motorcyclist and then fell from the bridge, as a result of which, deceased and other passengers of the bus sustained grievous and fatal injuries. Deceased was immediately taken to M.M.G. District Hospital, Ghaziabad by the police wherefrom he was referred to Yashoda Hospital where on 16.10.2021 he succumbed to the injuries suffered by him in the accident. A case U/s 279/338/304A/427 IPC was registered at PS. Sihani Gate vide FIR No. 1199/21 with regard to the accident in question. The petitioners have claimed that the accident has taken place due to rash and negligent driving of aforementioned offending vehicle which was allegedly being driven by respondent no.1/driver. The offending vehicle was found to

be owned by respondent no. 1 and was insured with respondent no. 2 at the time of accident in question.

3. In his written statement, the respondent no. 1 & 3 i.e., registered owner and driver claimed that respondent no. 3 was having valid and effective driving licence as on the date of accident. They further claimed that alleged offending vehicle was insured with respondent no. 2 and thus, it is liable to pay compensation, if any to the petitioners. On the basis of these averments, it has prayed for dismissal of claim petition.

4. In its written statement, the respondent no. 2 i.e., insurance company has not raised any statutory defence as available u/s. 149(2) M.V. Act. However, it is admitted that alleged offending vehicle was insured with it at the time of accident. On merits, it has denied the averments made in the claim petition and prayed for its dismissal.

5. From the pleadings of the parties and the documents, following issues were framed vide order dated 21.08.2023:-

***1) Whether deceased Sunil Kumar has died in the road side accident occurred on 13.10.2021 at 9:00 PM at Bhatia Mor Bridge Ghaziabad-Bulandshahar Road, Ghaziabad, UP, within the jurisdiction of PS. Sihani, District Ghaziabad, due to rashness and negligence on the part of Sh. Mahendra Singh/R3 who was driving vehicle bearing registration no. UP16-ET-3427, owned by***

***Sh. Devendra Kumar/R1 and insured with Reliance General Insurance Co. Ltd./R2?OPP.***

***2) Whether the petitioners are entitled to compensation if so, to what extent and from which of the respondents?OPP.***

***3) Relief.***

6. To substantiate their claim, the petitioners have examined three witnesses i.e. Sh. Chumchum Kumari (widow of deceased) as PW-1, PW2 Sh. Ajab Singh (alleged eyewitness) and PW3 Sh. Sambhav Jain, from the office of employer of deceased and their evidence was closed vide order dated 13.01.2026. On the other hand, no evidence was adduced by any of the respondents and RE in the matter was closed vide order dated 17.03.2026.

7. This Tribunal has carefully perused claim petition, evidence led by petitioners has been duly appreciated. All documents and material relied upon perused and considered. Arguments addressed by counsels for the petitioners and insurance company considered. Legal position, both statutory and binding applicable precedents, has been appreciated. The issue wise determination is as under:-

### **ISSUE NO. 1**

8. The onus to prove the aforesaid issue was placed on the petitioners. To prove the said issue, petitioners have examined PW-2

Sh. Ajab Singh (alleged eyewitness). PW-2 has deposed that he was the eyewitness in the present case. He further deposed that he was travelling in the bus bearing no. UP16-ET-3427 on 13.10.2021 alongwith the deceased Sunil Kumar. He further deposed that as they both used to work in the same company i.e., LG Electronics and the said bus used to drop the employee of LG regularly. He further deposed that on 13.10.2021, when bus was moving towards their home on Bhatia Mor Flyover, Ghaziabad, suddenly, it crossed the divider and fell after breaking the railing from the flyover in opposite side. He further deposed that it was due to rash driving of the driver. He further deposed that he got slightly injured, however, Mr. Sunil Kumar was seriously injured and got admitted finally in Yashoda Hospital. He further deposed that after 2-3 days of the accident, they came to know that Mr. Sunil Kumar passed away. He further deposed that the police inquired him about the accident and injury. During his cross-examination on behalf of insurance company, he deposed that he was working as a Technician in LG Electronic India Ltd. He further deposed that the factory was situated in Plot No. 51, Udyog Vihar, Surajpur-Kasna Road, Greater Noida, UP. He further deposed that deceased was not working in the abovesaid address where he was working. He denied the suggestion that he was not travelling in the bus in which deceased was travelling on the date of accident because his office was 5-6 km away from the office of the deceased. He deposed that in this accident, he had also suffered injuries but the MLC was not prepared. He volunteered that he had received minor injuries. He denied the suggestion

that MLC was not prepared as he was not travelling in the alleged offending vehicle. He deposed that deceased was known to him since last 3-4 years. He volunteered that they commuted in the same bus while going to office and from office to home. He deposed that after the accident, he did not call police helpline number. He denied the suggestion that he was not present at the time of accident and therefore, he did not call police helpline number.

9. The careful perusal of testimony of aforesaid witness i.e. PW2 would go to show that the respondents more particularly insurance company have not been able to impeach his testimony through litmus test of cross-examination. It is an undisputed fact that FIR No. 1199/21 u/s 279/304A IPC was registered at PS. Sihani Gate with regard to accident in question. Copy of said FIR (Ex. PW1/1), would show that same was registered on 14.10.2021 (accident being caused on 13.10.2021 at about 9:00 PM) on the basis of statement of complainant Sh. Ashok Kumar Pandey who specifically told the police that bus bearing registration no. UP16-ET-3427 caused the accident in his statement. Thus, FIR is shown to have been registered promptly and without any delay. Hence, there is no possibility of false implication of respondent no. 1 and/or false involvement of offending vehicle at the instance of petitioners herein. Moreover, the presence of PW2 at the spot of accident at the time of accident is substantiated by the fact that he joined the investigation with IO and gave statement as a witness and by seeing the list of witnesses annexed alongwith the chargesheet filed in the

criminal case shows his name mentioned at S.No. 9. On the other hand, respondents have not examined any witness in order to rebut the testimony of PW2 in this regard during the course of inquiry. Hence, there is no reason to disbelieve his uncontroverted testimony on the point of accident in question being caused by respondent no. 3 while driving the offending vehicle. Hence, there is no possibility of any false implication of driver of offending vehicle or false involvement of the said vehicle in this case.

10. It is pertinent to note that the respondent no.1/driver of offending vehicle was the other material witness to throw light by testifying as to how and under what circumstances, the accident has taken place. However, he has preferred not to enter into the witness box. Rather in his WS, he stated that he was driving his vehicle at a normal speed and that the accident was caused as deceased was negligent. He has nowhere pleaded that his vehicle was not involved. Therefore, involvement of vehicle is proved. Further, an adverse inference is liable to be drawn against him to the effect that the accident in question has taken place due to rash and negligent driving of the offending vehicle by the respondent no.1. There is nothing on record to show that the petitioners had any enmity with the driver of the offending vehicle so as to falsely implicate him in this case. Reliance placed on **Cholamandalam MS General Insurance Co. Ltd. V. Kamlesh & Ors, MAC APP. No. 530/2008** passed by Hon'ble Delhi High Court on 11.11.2008.

11. The facts of the case, arguments of the Ld. Counsels, evidence, material on record and duly verified documents of the criminal case, have been carefully examined and scrutinized. Respondent no. 3 namely Sh. Mahender has been charge sheeted for offences punishable U/s. 279/338/304A/427 IPC by the investigating agency after arriving at the conclusion on the basis of investigation carried out by it that the accident in question has taken place due to rash and negligent driving of offending vehicle by him. Same would also point out towards rash and negligent driving of offending vehicle by respondent no. 3.

12. Further, postmortem was got conducted on the body of deceased. The copy of PM Report (Ex. PW1/3) of deceased, would show that cause of death of deceased was coma as a result of antemortem head injury. The external injuries as mentioned in the relevant column correspond with the injuries which occur in Motor Vehicular Accident. Said documents have not been disputed from the side of respondents.

13. In view of the aforesaid discussion and the evidence which has come on record, it is held that the petitioners have been able to prove on the basis of preponderance of probabilities that **deceased Sunil Kumar** had sustained fatal injuries in the road accident which took place on 13.10.2021 at 9:00 PM at Bhatiya Mor Bridge, Ghaziabad, Bulandshahar Road, Ghaziabad, due to rash and negligent driving on the part of respondent no. 1/driver of the

offending vehicle. Thus, this issue is decided in favour of petitioners and against the respondents.

## ISSUE NO. 2

14. Section 168 of the Motor Vehicle Act 1988 enjoins upon the Claims Tribunal to hold an inquiry into the claim to make an award determining the amount of compensation which appears to it to be just and reasonable. The guiding principles for assessment of “just and reasonable compensation” in fatal case has been laid down by Hon’ble Supreme Court of India, in case titled as **Smt. Anjali & Ors., Vs. Lokendra Rathod & Ors.** in Civil Appeal No. 9014 of 202, decided on 06.12.2022 that: -

*"The provisions of the Motor Vehicles Act, 1988 (for short, "MV Act") gives paramount importance to the concept of 'just and fair' compensation. It is a beneficial legislation which has been framed with the object of providing relief to the victims or their families. Section 168 of the MV Act deals with the concept of 'just compensation' which ought to be determined on the foundation of fairness, reasonableness and equitability. Although such determination can never be arithmetically exact or perfect, an endeavor should be made by the Court to award just and fair compensation irrespective of the amount claimed by the applicant/s. In Sarla Verma & Ors. Vs. Delhi Transport Corporation & Anr.3, this Court has laid down as under:*

*"16. "Just compensation" is adequate compensation which is fair and equitable, on the facts and*

*circumstances of the case, to make good the loss suffered as a result of the wrong, as far as money can do so, by applying the well settled principles relating to award of compensation. It is not intended to be a bonanza, largesse or source of profit.”*

15. The intent and objective of the Beneficial Legislation is to grant equitable compensation to the vulnerable victims of road accidents and dynamic law has evolved towards grant of just and fair quantum of awards and has brought consistency and uniformity towards the desired goal. The Hon’ble Apex Court in “**Sarla Verma v. Delhi Transport Corporation**” (2009) 6 SCC 121, which was affirmed by a bench of three Hon’ble Judges in **Reshma Kumari & Ors. Vs. Madan Mohan & Anr.**, (2013) 9 SCC 65, held as under:

*"16. "Just compensation" is adequate compensation which is fair and equitable, on the facts and circumstances of the case, to make good the loss suffered as a result of the wrong, as far as money can do so, by applying the well settled principles relating to award of compensation. It is not intended to be a bonanza, largesse or source of profit.*

*17. Assessment of compensation though involving certain hypothetical considerations, should nevertheless be objective. Justice and justness emanate from equality in treatment, consistency and thoroughness in adjudication, and fairness and uniformity in the decision making process and the decisions. While it may not be possible to have mathematical precision or identical awards, in assessing compensation, same or similar facts should lead to awards in the same range. When the factors/inputs are the same, and the formula/legal*

*principles are the same, consistency and uniformity, and not divergence and freakiness, should be the result of adjudication to arrive at just compensation..."*

16. The Hon'ble Apex Court has held that the compensation should be just and is not expected to be a windfall or a bonanza nor it should be niggardly or a pittance. Reliance is placed on 2012 (8) SLT 676 titled K. Suresh Vs. New India Assurance Co. Ltd. The aforesaid Principle of law has also been reiterated by a landmark judgment of the Hon'ble Supreme court in 2017 (13) SCALE 12 : 2017 XI AD (SC) 113 titled National Insurance Co. Ltd. Vs. Pranay Sethi and Ors. Accordingly, the quantum of appropriate and adequate compensation to the victims of road accident is to be derived after assessment of various relevant parameters, as per law. Hereinafter, assessment is divided into several criteria, as applicable to the facts of the present case.

### LOSS OF DEPENDENCY

17. PW1 Smt. Chumchum Kumari has deposed in his evidence by way of affidavit Ex. PW1/A that deceased was aged about 38 years; he was working with LG Company as Supervisor and was getting monthly salary of Rs. 31,292/- at the time of accident. She further deposed that all the petitioners were fully dependent upon the income of deceased. She has relied upon the following documents:-

<b>S.No.</b>	<b>Description of documents</b>	<b>Remarks</b>
1.	Certified copy of FIR	Ex PW1/1
2.	Certified copy of chargesheet	Ex. PW1/2
3.	Certified copy of postmortem report of deceased	Ex. PW1/3
4.	Attested copy of investigation report of Sunil Kumar	Ex. PW1/4
5.	Copy of Aadhaar Card of deceased	Ex. PW1/5(OSR)
6.	Attested copy of MLC of Yashoda Hospital	Ex. PW1/6
7.	Copy of Aadhaar Card of Master Ankur Singh	Ex. PW1/7(OSR)
8.	Copy of bill	Mark A
9.	Copy of salary slip of the deceased for the month of September 2021	Mark B
10.	Copy of her Aadhaar Card	Ex. PW1/10(OSR)
11.	Copy of Aadhaar Card of Kumari Anshika	Ex. PW1/11(OSR)
12.	Copy of Aadhaar Card of Harihar Singh	Ex. PW1/12(OSR)
13.	Copy of RC of Bus No. UP16-ET-3427	Ex. PW1/13
14.	Copy of insurance policy of Bus No. UP16-ET-3427	Ex. PW1/14
15.	Copy of permit of Bus No. UP16-ET-3427	Ex. PW1/15
16.	Copy of DL extract of driver of	Ex. PW1/16

	bus no. UP16-ET-3427	
17.	Copy of statement of account of deceased	Ex. PW1/17(colly)

**18.** During her cross examination on behalf of insurance company, she denied the suggestion that her husband was not earning Rs. 31,292/- per month. She deposed that after the death of her husband, his company had paid a sum of Rs. 3 lakhs as PF/gratuity etc including last month salary. She denied the suggestion that after the death of her husband, his company had paid exgratia amount to her. She deposed that apart from copy of salary slip of deceased, she had not placed any other documentary proof regarding his employment or identity card. She volunteered that identity card of deceased was lost in the accident. She denied the suggestion that deceased was not working with LG Company.

**19.** In order to prove the employment and income of deceased the petitioners have examined PW-3 Sh. Sambhav Jain, Official from the office of employer of deceased. He produced the salary slip of deceased for the month of September 2021 and October 2021 and exhibited the same as Ex. PW3/3(colly). He had also produced the copy of joining sheet including data sheet, PF (Form No. 2), ESIC form and exhibited the same as Ex. PW3/4(colly). He has also produced full and final payment receipt of Sh. Sunil Kumar and exhibited the same as Ex. PW3/5. During his cross-examination on behalf insurance company, he deposed that the actual salary

of deceased was Rs. 29,039/-. He denied the suggestion that the documents brought by him were forged and fabricated.

20. The employment and income of deceased has been duly proved by PW-3 Sh. Sambhav Jain. No evidence to the contrary has been adduced by respondents. As per the document Ex. PW3/3, the total actual wages of deceased was Rs. 31,292/- in the month September, 2021. The date of accident in the present case is 13.10.2021. It is pertinent to mention here that as per PW3, the actual salary of deceased was Rs. 29,039/-. However, the said amount does not include the amount of Rs. 2,253/- which was being paid to deceased by his employer as PF and thus, the said amount shall also be a part of salary of deceased. In view of the record produced by PW3, the salary of the deceased for the calculations of loss of dependency is taken as **Rs. 31,292/-(Rs. 29,039/- plus Rs. 2,253/-)**. Accordingly, the annual income of deceased is taken as **Rs. 3,75,504/- (Rs. 31,292/- X 12)**. I am fortified in my view with the decision of Hon'ble Supreme Court passed in case titled ***“Mohammed Siddique & Anr. Vs. National Insurance Co. Ltd. & Ors.”, Civil Appeal No. 79 of 2020***, decided on 08.01.2020. The relevant paragraphs from S.No. 16 to 18 of the aforesaid decision are reproduced as under:-

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*“16. But unfortunately the High Court thought that the employer should have produced salary vouchers and other records including income tax returns, to substantiate the nature of the employment and the monthly income. On the ground that in the absence*

*of other records, the salary certificate and the oral testimony of the employer could not be accepted, the High Court proceeded to take the minimum wages paid for the unskilled workers at the relevant point of time as the benchmark.*

*17. But we do not think that the approach adopted by the High court could be approved. To a specific question in cross-examination, calling upon PW-2 to produce the salary vouchers, he seems to have replied that his business establishment had been wound up and that the records are not available. This cannot be a ground for the High Court to hold that the testimony of PW-2 is unacceptable.*

*18. The High Court ought to have appreciated that the Court of first instance was in a better position to appreciate the oral testimony. So long as the oral testimony of PW-2 remained unshaken and hence believed by the Court of first instance, the High Court ought not to have rejected his evidence. After all, there was no allegation that PW-2 was set up for the purposes of this case. There were also no contradictions in his testimony. As against the testimony of an employer supported by a certificate issued by him, the High Court ought not to have chosen a theoretical presumption relating to the minimum wages fixed for unskilled employment. Therefore, the interference made by the High Court with the findings of the Tribunal with regard to the monthly income of the deceased, was uncalled for.*

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21. From the aforesaid amount the actual income tax is liable to be deducted from the salary of deceased. No document regarding deductions towards income tax from the salary of deceased has been produced. Hence, the income tax as per the income tax slab for the financial year 2020-21 is to be deducted. As per the income tax slab for the financial year 2020-21, there was Nil tax upto the income of Rs.2,50,000/- and 5% tax from the income Rs.2,50,000/- to Rs.5,00,000/-. The actual income tax as per aforesaid slab thus comes to **Rs.6,275.20**. The annual income of the deceased after deduction of income tax thus comes to **Rs.3,69,228.80/- (Rs. 3,75,504/-minus Rs. 6,275.20)**.

22. It is argued on behalf of respondent/insurance company that the Lrs of deceased have received PF/Gratuity from the department of deceased and the said amount is liable to be deducted from the compensation amount.

23. Here it will suffice to observe that though it is an admitted case that the Lrs of deceased have received gratuity amount from the employer of deceased, due to untimely death of deceased, however, it is well settled that the said compensation received by the Lrs of deceased is not liable to be deducted from the compensation amount to be awarded by this tribunal. (Reliance is placed upon case titled **“Sebastiani Lakra & Ors. Vs. National Insurance Co. Ltd. & Anr.”**, in Civil Appeal No(s). 10588-89 of 2018, decided on 12.10.2018, passed by Hon’ble Apex Court).

24. The deceased is stated to be aged about 38 years at the time of accident. In the copy of Aadhaar Card of deceased, his date of birth is mentioned as 03.02.1982. The date of accident in the present case is 13.10.2021. Hence, the deceased was around 39 years of age at the time of accident. Thus, the multiplier of **15** would be applicable in view of pronouncement made by Constitutional Bench of Apex Court in the case titled as ***“National Insurance Company Ltd. Vs. Pranay Sethi & Ors.”*** passed in SLP(Civil) No. 25590/14 decided on 31.10.17.

25. Considering the fact that deceased was aged about 39 years and was not having permanent job at that time, future prospects @ 40% has to be awarded in favour of petitioners in view of pronouncement made by Constitutional Bench of Apex Court in the case titled as ***“National Insurance Company Ltd. Vs. Pranay Sethi & Ors.”*** Civil Appeal No. 6961/2015 decided on 31.10.2017, as well as in view of decision of Hon'ble High Court of Delhi in appeal bearing MAC APP No. 798/2011 titled as ***“Bajaj Allianz General Insurance Company Ltd. Vs. Pooja & Ors”***, decided on 02.11.17.

26. PW1 has categorically deposed in her evidence by way of affidavit (Ex. PW1/A) that all the petitioners were dependent upon the deceased at the time of accident. Said part of her testimony remained unchallenged. In view of the same, it is held that there were four dependents upon the deceased i.e. widow, two children and father of deceased at the time

of accident and there has to be deduction of **one fourth** as held in the case of *Sarla Verma* mentioned supra. Thus, the total of loss of dependency would come out to Rs. 58,15,353.60p (Rs.3,69,228.80/- X 3/4 X 140/100 X 15). Hence, a sum of **Rs. 58,15,353.60p** is awarded under this head in favour of the petitioner.

### LOSS OF CONSORTIUM

27. In view of the judgment of Hon'ble Supreme Court of India in case titled as, **Pranay Sethi case** (*supra*), the Tribunal considers that all the petitioners are entitled for payment of **Rs. 40,000/- each** towards “loss of consortium”. By way of pronouncement of **Pranay Sethi case** (*supra*), the Hon'ble Supreme Court of India has been pleased to hold that there shall be an increase of 10% on account of ‘inflation’ after a period of three years. Applying, the afore-cited binding law the The Hon'ble Supreme Court in **Hasina Yasmin & Ors. V. National Insurance Co. Ltd. & Anr., Special Leave Petition ( C ). No. 27285 of 2025 vide judgment pronounced on 17.12.2025** has been pleased to direct the entitlement of dependents to 10% increase in the year 2020, only in those cases where the accident had occurred after 2017. Accordingly, all the petitioners are entitled to a sum of **Rs. 44,000/- each (Rs. 40,000/- + 10% of Rs. 40,000/-)** towards “loss of consortium”. [As per the judgment Hasina Yasmin (Supra), one escalation of 10% is awarded since the date of accident in the present matter is 13.10.2021].

### LOSS OF ESTATE & FUNERAL EXPENSES

28. In view of the facts and circumstances of the present case and in view of decision of Hon'ble Apex Court in the case of **Pranay Sethi** (*supra*) which has been re-enforced in **Hasina Yasmin** (*supra*), the Tribunal considers that all the petitioners are also entitled for payment of **Rs. 16,500/- (Rs. 15,000/- + 10% of Rs. 15,000/-)** on account of “loss of estate” and for equal payment of **Rs. 16,500/- (Rs. 15,000/- + 10% of Rs. 15,000/-)** towards “funeral expenses”. [As per the judgment **Hasina Yasmin (Supra)**, one escalation of 10% is awarded since the date of accident in the present matter is 13.10.2021].

29. Therefore, on the basis of the above discussion, the compensation is quantified as below:

1. Loss of dependency	Rs. 58,15,353.60p
2. Loss of Consortium	Rs. 1,76,000/-
3. Loss of Estate & Funeral	Rs. 33,000/-

<b><u>Total</u></b>	<b>Rs. 60,24,353.60p</b>
<b><u>Rounded off to</u></b>	<b>Rs. 60,24,000/-</b>

30. Now, the question which arises for determination is as to which of the respondents is liable to pay the compensation amount. Respondent no. 2/insurance company did not adduce any evidence as it had no statutory defence. It is nowhere the case of insurance company that any term or condition of insurance policy was breached/violated by insured. Keeping in view the existence of valid insurance policy, respondent no. 2/insurance company becomes liable to pay the compensation amount, as insurance company is liable to indemnify the insured. Issue no. 2 is decided accordingly.

### **ISSUE NO. 3 RELIEF**

31. In view of my finding on issues no. 1 & 2, I award a sum of **Rs. 60,24,000/- (including interim award amount, if any)** alongwith interest @ 7.5% per annum w.e.f date of filing the claim petition i.e., **28.03.2022** till the date of its realization, in favour of Lrs of deceased/petitioners and against the respondents. (Reliance placed on **United India Insurance Co. Ltd. V. Baby Raksha & Ors**, **MAC APP. No. 36/2023** passed by Hon'ble Delhi High Court on 21.04.2023).

### **APPORTIONMENT**

32. Statement of petitioner no. 1 was recorded on 20.04.2026 in compliance of directions of Hon'ble High Court of Delhi in FAO No. 842/2023 in case titled **Rajesh Tyagi & Ors. V. Jaibir Singh & Ors.**, decided

on 08.01.2021 as per clause 29 of MCTAP. Keeping in view the facts and circumstances of the case, it is hereby ordered that the petitioner no. 1 namely Smt. Chum Chum Kumari (widow of deceased) shall be entitled to share amount of **Rs. 20,24,000/-** alongwith proportionate interest, petitioner no. 2 & 3 namely Anshika and Ankur Singh (children of deceased) shall be entitled to share amount of **Rs. 15,00,000/-each** alongwith proportionate interest and petitioner no. 4 namely Sh. Harihar Singh (father of deceased) shall be entitled to share amount of **Rs. 10,00,000/-** alongwith proportionate interest

33. Out of share amount of petitioner no. 1, a sum of **Rs. 5,24,000/- (Rupees Five Lakhs and Twenty Four Thousand Only)** is directed to be immediately released to her through her bank account no. **41340556930 with State Bank of India, Govindpuram, District Ghaziabad, having IFSC Code SBIN0011469**, and remaining amount is directed to be kept in the form of FDRs in the multiples of **Rs. 30,000/-each** for one month, two months, three months and so on and so forth, having cumulative interest. The said FDRs be released to the said petitioner on the monthly basis as aforesaid.

34. Out of share amount of petitioner no. 2, a sum of **Rs. 3,00,000/- (Rupees Three Lakhs Only)** is directed to be immediately released to her through her bank account no. **41374020639 with State Bank of India, Govindpuram, District Ghaziabad, having IFSC Code SBIN0011469**, and remaining amount is directed to be kept in the form of FDRs in the multiples

of **Rs. 20,000/-each** for one month, two months, three months and so on and so forth, having cumulative interest. The said FDRs be released to the said petitioner on the monthly basis as aforesaid.

35. The entire share amount of petitioner no. 3 (*A/c No. 41374020425 with State Bank of India, Govindpuram, District Ghaziabad, having IFSC Code SBIN0011469*) be kept in FDR for the period till he attains the age of majority. **The said petitioner is at liberty to withdraw his monthly interest till he attains the age of majority in order to meet his educational expenses through his mother.**

36. Considering the age of petitioner no. 4 being 75 years, it is directed that his entire share amount be released to him immediately through his bank account no. *34628827265 with State Bank of India, having IFSC Code SBIN0012621*, as per rules.

37. **Respondent no. 2/Reliance General Insurance Co. Ltd.,** being insurer of the offending vehicle, is directed to deposit the aforesaid award amount in the aforesaid respective bank accounts of the claimants within 30 days from today as aforesaid, failing which insurance company shall be liable to pay interest @ 12% p.a for the period of delay in terms of directions passed by Hon'ble Apex Court in its latest judgment titled ***"Parminder Singh Vs. Honey Goyal & Ors."***, *S.L.P. (C) No. 4484 OF 2020, DOD:18.03.2025.*

**38.** Concerned Manager of petitioner's bank is directed to release the amount to the petitioners as aforesaid, on completing necessary formalities as per rules. He is further directed to keep the remaining amount in fixed deposit, if any, in terms of aforesaid directions and send compliance report to this Court. He is also directed to ensure that no loan, advance or pre-mature discharge be allowed on the fixed deposits without permission of the Court. **Copy of the award be given dasti to the petitioners and also to counsel for the insurance company for compliance. Petitioners are also directed to provide copy of this award to their bank Manager for compliance. Form XV & Form XVII in terms of MCTAP are annexed herewith as Annexure-A.** Copy of order be also sent to concerned CJM/JMFC and DLSA as per clause 31 and 32 of MCTAP.

**Announced in the open  
Court on 11.05.2026**

**(RICHA MANCHANDA)  
Judge MACT-2 (North)  
Rohini Courts, Delhi**