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IN THE COURT OF MS. CHARU GUPTA  
PRESIDING OFFICER, MOTOR ACCIDENT CLAIMS  
TRIBUNAL-01 (SE), SAKET COURTS : NEW DELHI



MACT No: 1032/18  
Kavita & Ors. v. Nanhe Lal & Ors.  
CNR No.DLSE01-009270-2018

1. **Kavita Rani** (wife of late Sh. Fateh Singh)
2. **Namita** (daughter of late Sh. Fateh Singh)
3. **Mansi** (daughter of late Sh. Fateh Singh)

R/o House no.135, Maidan Garhi  
New Delhi.

....Claimants/Petitioners

Versus

1. **Nanhe Lal**  
S/o Kesh Singh  
R/o Village Karhaiya Khalik  
Dadpur, PS Meera pur  
Farukhabad, U.P.

....Driver /respondent no.1

2. **Paramjeet Singh**  
S/o Inderjeet Singh  
R/o 32/C-2, Janakpuri,  
New Delhi

....Owner/Respondent no.2

3. **Go-Digit General Insurance Co.**  
Office at:19<sup>th</sup> Spring Road, Nehru place  
New Delhi

....Insurance/respondent no.3

: 2 :

**Date of accident** : 09.09.2018  
**Result of accident** : Death  
**Date of filing of DAR** : 12.11.2018  
**Date of Decision** : 16.05.2026

### AWARD

1. The present Detailed Accident Report (DAR) arises out of road accident in which one Fateh Singh aged about 35 years suffered fatal injury resulting in his death. The present claim for compensation is being pursued by Smt. Kavita Rani being dependent wife, Namita and Mansi being dependent children of the deceased.

2. Brief facts of the case are that vide DD no.28A dated 09.09.2018, an information about an accident near Nehru Place Bus stop, outer ring road was received. When the police reached the spot, a motorcycle bearing no. HR-30K-8593, a Tempo bearing no.DL-1LM-7296 (hereinafter referred to as the offending vehicle) and a Santro car bearing no. DL-2C-AD-6770 were found in accidental condition. Driver of the offending vehicle had been apprehended on the spot. It was informed that the injured had been taken to Triton Hospital. Thereafter, DD no.36A was received qua MLC no.500122434/18 from AIIMS Trauma Centre where the injured was identified as Fateh Singh. He was found unfit for statement. Vide DD no.43A MLC no.500122448/18 of Smt. Kavita, w/o Fateh Singh was also received. On inquiry, she stated that on 09.09.2018 she was travelling on a Splendor motorcycle bearing no.HR-30K-8593, which was being driven by her husband Fateh Singh from Jamia Nagar towards her house. At about 03:15 p.m. when they reached

Nehru Place bus stand, the offending tempo came driven in a rash and negligent manner from Bhairav Mandir side and hit their motorcycle from behind. Due to the forceful impact, injured Kavita fell on one side of the road while victim Fateh Singh fell on the road and sustained severe injury due to which he fell unconscious on the spot. The offending vehicle was chocked by the public and its driver was apprehended who was identified as Nanhe Lal, s/o Kesh Singh. Victim Fateh Singh was taken to Triton Hospital from where he was shifted to AIIMS Trauma Centre.

3. An FIR No.346/2018, dated 09.09.2018, u/s 279/337 IPC, was registered at PS Kalkaji and matter was investigated. During investigation it was found that the offending tempo had hit the motorcycle of the victim after losing control over its brake and due to the collision with the motorcycle, the motorcycle hit a Santro car bearing no.DL2CAD-6770 ahead of it. Later on 10.09.2018 vide DD no.6A, victim Fateh Singh was confirmed to have expired during treatment. Postmortem was conducted where the cause of death was opined as shock due to hemorrhage as a consequence to polytrauma caused by blunt external force /impact which could be possible in alleged circumstances. Section 304A of IPC and Section 427 were accordingly invoked. Upon completion of investigation, chargesheet was filed under Section 279/337/304A/427 of IPC before concerned Criminal Court while the present DAR was filed before this Tribunal.

4. As per record, the offending vehicle was driven by respondent no.1, owned by respondent no.2 and insured with respondent no.3.

5. No reply was filed on behalf of respondent no.1.

Respondent no.2 filed his written statement denying negligence or rashness on the part of driver of the offending vehicle. It has been pleaded that the accident took place due to sudden application of brake by Santro car bearing no.DL2CAD-6770 due to which speeding motorcycle of the victim collided therewith and bounced back, hitting the offending tempo which had already halted. It has been pleaded that the accident, infact occurred due to sole negligence of the victim who was driving his motorcycle rashly, negligently and at high speed. It has further been pleaded that neither the victim nor his wife who was a pillion rider on the motorcycle, were wearing any helmet nor did the victim held any effective driving licence and thus contributed to the accident and its impact. It is further pleaded that the offending vehicle was duly insured and the driver thereof held a valid driving licence. It is thus pleaded that it is the insurance company with which the offending vehicle was insured that is liable to compensate the petitioners.

6. In its reply, Respondent no.3 has denied its liability to compensate the victim on the ground that though the offending vehicle was insured vide policy no.DO01295992/09092018 from 09.09.2018 to 08.09.2019, such policy was effective from 23:55:00 of 09.09.2018. It is pleaded that the accident occurred on 09.09.2018 at 03:15 P.M. that is approximately 8 hours before the policy came into effect. It has also been pleaded that it is only due to a computer glitch that not only the policy issued to respondent no.2 but more than 6000 policies issued on the same date, reflected 00:00:00 as the time from which the policy came

into effect. It has been pleaded that the owner of the offending vehicle deliberately concede the factum of accident from the insurance company and thereby played fraud in obtaining the policy. It has been further pleaded that the accident occurred due to sole negligence of the victim and the involvement of the offending tempo has been denied.

7. Vide order dated 23.01.2019, following issues were framed.

*1) Whether the injured Kavita suffered bodily injuries and Fateh Singh suffered fatal injuries in a road traffic accident on 09.09.2018 due to rash and negligent driving of vehicle no.DL-1LM-7296 (Tempo) being driven by R1, owned by R2 and insured with R3? OPP.*

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

*3) Relief?*

8. In order to prove their claim, petitioners examined petitioner no.1/Smt. Kavita Rani wife of deceased victim as PW-1. She tendered her examination in chief by way of affidavit as Ex.PW-1/A wherein she deposed that PW-1 was wife of deceased victim Fateh Singh who met with an accident on 09.09.2018 and taken to AIIMS hospital and died during treatment. She also deposed on the lines of DAR.

PW-1 further deposed that at the time of accident deceased was aged about 36 years and was multi-talented person and has completed certificate of Human Rights, MA (Sociology) from IGNOU, Diploma in Information Technology, basic training certificate in Civil defence and also taken permission for pursuing M.Phil. At the time of accident, he was working as

Roneo Operator (RUID-7029758) in Ministry of Railways, Govt. of India and getting salary of Rs.37,912/- p.m.

She relied upon deceased Aadhar card as Ex.PW-1/1, ID card issued by Ministry of Railway as Ex.PW-1/2, Salary slip of deceased for the month of August, 2018 as Ex.PW-1/3, death certificate as Ex.PW-1/4, secondary school examination as Ex.PW-1/5, certificate & statement of marks in human rights as Ex.PW-1/6, Degree of MA as Ex.PW-1/7, diploma in Information and Technology as Ex.PW-1/8, basic training certificate in civil defence as Ex.PW-1/9, permission for pursuing M.Phil as Ex.PW-1/10, ID card issued by Director of Civil Defence as Ex.PW-1/11, Award and appreciation certificate as Ex.PW-1/12, certificate of social work as Ex.PW-1/13, Aadhar card of PW-1 as Ex.PW-1/14, Aadhar card of two minor daughters of deceased as Ex.PW-1/15, Aadhar card of parents of deceased as Ex.PW-1/16, birth certificate of elder daughter Namita as Ex.PW-1/17, birth certificate of young daughter Mansi as Ex.PW-1/18, final report u/s 173 Cr.P.C. as Ex.PW-1/19, MLC of PW-1 as Ex.PW-1/20, MLC of deceased as Ex.PW-1/21, PM report of deceased as Ex.PW-1/22, copy of FIR as Ex.PW-1/23, arrest memo of driver of offending vehicle as Ex.PW-1/24, insurance of offending vehicle as Ex.PW-1/25, RC of offending vehicle as Ex.PW-1/26, DL of driver of offending vehicle as Ex.PW-1/27, DL of deceased as Ex.PW-1/28 and mechanical inspection report of offending vehicle as Ex.PW-1/29.

PW-1 was duly cross-examined by insurance company/respondent no.3.

9. Respondent no.2 Paramjeet Singh examined himself as

R-2W-1. He tendered his evidence by way of affidavit as Ex.R-2W-1/A. He relied upon documents i.e. acknowledgment regarding policy as Ex.RW-2/1, Whatsapp chat alongwith certificate u/s 65B of Evidence Act as Ex.RW-2/2, receipt dated 07.09.2019 as Ex.RW-2/3, Barcode alongwith certificate under section 65B Evidence Act as Ex.RW-2/4, email alongwith attachment dated 24.12.2018 as Ex.RW-2/5, the pendrive containing voice recording alongwith certificate u/s 65B Indian Evidence Act as Ex.RW-2/6, policies issued by Respondent no.3 to substantiate the contention as Ex.RW-2/7. He was cross-examined by counsel for Respondent no.3 and petitioners.

Respondent on.3/insurance company examined Md. Imamuddin as R-3W-1. He tendered his evidence by way of affidavit as Ex.R-3W-1/1. He relied upon documents i.e. Authority letter as Ex.R-3W-1/2, notice u/o12 Rule 8 CPC as R-3W-1/3, postal receipts as Ex.R-3W-1/4 and Ex.R-3W-1/5, policy inadvertently issued due to computer glitch as Ex.R-3W-1/6, corrected policy issued as Ex.R-3W-1/7, letter sent to insured as Ex.R-3W-1/8, screenshot of computer system of insurance policy as Ex.R-3W-1/9, details in Excel form containing policy number, POD number, digit remarks as Ex.R-3W-1/10. He was cross-examined by learned counsel for petitioner and Respondent no.2.

10. Final arguments were advanced by the parties. Now, on the basis of material on record, evidence adduced and arguments addressed, issue wise findings are as under:

### **Issue No.1**

*Whether the injured Kavita suffered bodily injuries and Fateh Singh suffered fatal injuries in a road traffic accident on 09.09.2018 due to rash and negligent driving of vehicle no.DL-1LM-7296 (Tempo) being driven by R1, owned by R2 and insured with R3? OPP.*

11. Before proceeding to decide the above issue, it is apposite to note that as a settled principle of law, proceedings under The Motor Vehicle Act are not considered akin to the proceedings in a civil suit and hence strict rules of evidence are not applicable. Reliance is placed upon decision in **Bimla Devi & ors. vs. Himachal Road Transport Corporation & Ors.** (2009) 13 SC 535, in **Parmeshwari vs. Amir Chand & Ors.**, 2011 (1) SCR 1096 and **National Insurance Company Ltd. vs. Pushpa Rana**, 2009 ACJ 287, wherein it has been held that the negligence has to be decided on the touchstone of preponderance of probabilities and a holistic view has to be taken.

12. In the instant case, petitioners have examined Kavita Rani, wife of the deceased as PW1. PW1 has testified that she was travelling with the deceased on a motorcycle as a pillion rider and thus had witnessed the accident. She deposed the factum and the manner of the accident and categorically alleged that the driver of the offending tempo was driving at a very high speed and in a negligent manner soon before he hit the motorcycle on which victim and PW1 were riding. She denied the suggestions put to her during cross-examination by learned counsel for insurance company regarding negligence of her husband in driving the motorcycle and alleged that it is due to the forceful impact of the motorcycle being hit from behind by the

offending tempo, that it hit the Santro car ahead of it.

In fact, though it is only respondent no.2 who has denied negligence on the part of respondent no.1, he has not cross examined PW1 to deny the allegations of negligence or involvement of the offending vehicle. Respondent no.1 has himself neither filed any reply /written statement to deny the allegations of negligence nor has raised any defence by way of cross examination of PW1. The allegations of rash and negligence on the part of respondent no.1 thus are deemed admitted.

13. Further, none of the respondents, though alleging sole negligence and contributory negligence on the part of victim in their respective written statements, have not led any evidence to prove the same. In fact, the DAR which is supported by chargesheet, mechanical inspection report, site plan, photographs of the spot of accident, the postmortem report and the opinion of the investigating officer, corroborates the allegations of occurrence of the accident due to rash and negligent driving by respondent no.1. In **National Insurance Co. vs. Pushpa Rana** 2009 ACJ 287 Delhi, it was laid down that completion of investigation and filing of chargesheet are sufficient proof of negligence of the driver of the offending vehicle.

14. It may further be noted that in **Cholamandlam Insurance company Ltd. Vs. Kamlesh** 2009 (3) AD Delhi 310, it was held that if driver of offending vehicle does not enter the witness box, an adverse inference can be drawn against him. In the present case also, neither the driver nor owner of the offending vehicle entered into the witness box to controvert the claim of petitioners

or even to explain circumstances of accident.

15. In totality of circumstances, this Tribunal is of the opinion that the petitioner been able to prove on the scales of preponderance of probabilities that the accident in question, took place due to rash and negligent driving of the offending vehicle by its driver/respondent no.1 on the date and time of accident. **Accordingly, issue no.1 is decided in favour of petitioners and against the respondents.**

**Issue no. 2**

*Whether the petitioners are entitled to any compensation, if so, to what extent and from whom?  
OPP.*

16. Petitioners are claimed to be the wife and unmarried daughters of the deceased. They are also the class-I legal heirs of the victim. Their dependency on the deceased victim has not been disputed. As such, petitioner no.1, 2 & 3 are entitled to compensation.

17. As regards the issue as to on whom the liability to pay compensation falls, insurance company has raised statutory defence claiming that the insurance policy issued against the offending vehicle was effective from 11:15 p.m. of 09.09.2018 and that the time reflected on the policy as 00:00:00 of 09.09.2018 is only a technical glitch in the computer due to which around more than 6000 policies of the same date were inadvertently issued showing them to be effective from 00:00:00 of 09.09.2018. It is further argued that since respondent no.2 had applied for the policy on 09.09.2018 itself after 03:15 p.m. i.e. after the occurrence of the accident, the insurance company could

not have issued a policy in back date or time, especially when even the premium was received post the accident. Learned counsel for insurance company has relied upon *Vikram Greentech India Ltd. vs. New India Assurance Co.Ltd.* (2009) 5SCC 499, *National Insurance co.Ltd. vs. Sobina Iakai* (2007) 7 SCC 786, *The New Indian Assurance Co.ltd. vs. Narinder Kaur & ors.* 2013 SCC OnLine Del 4677, *Life Insurance Corporation of India vs. Asha Kiran* 2024 SCC OnLine NCDRC 7, *Life Insurance Corporation of India vs. Sanju Kumar Yadav* 2011 SCC OnLine NCDRC 931 and *Dharmesh Sharma vs. Tanisha Sharma* 2024 SCC OnLine HP 5208.

17. On the other hand, respondent no.2 has argued that the policy cover has to be considered from the time mentioned on the policy itself. It has been argued that the glitch, if any was never intimated to the respondent no.2 till filing of the present claim by the petitioners, particularly when the insurance company continued to received premium on such issued policy. Learned counsel for respondent no.2 has relied upon *New India Assurance Co. Ltd. v. Ram Dayal & ors.*, MANU/SC/0664/1990, *Oriental Insurance Co. Ltd. v. Sunita Rani & ors.* MANU/SC/0840/1998, *New India Assurance Co.ltd. v. Sita Bai & Ors.* MANU/SC/0566/1999, *Madhukuri Raghu Ram Murthy & anr. v. Koyyada Sakku Bai & ors.*, 2004 SCC Online AP 737 and *National Insurance Company ltd. v. Maya Devi & ors.*, 2024 SCC Online SC 4086.

18. This Tribunal has gone through the citations filed by the parties. As regards judgment of *Vikram Green Tech India Ltd.*, same does not deal with the law on motor accident claims and

thus cannot be relied upon for adjudicating the issue. Further the decision in National Insurance Company Ltd. vs. Sobina is applicable to a case where there was a clarity as to the exact time of issuance of the insurance policy taken after the accident, and thus does not directly answer the issue in question before this Tribunal. Similarly in J. Kalaivani vs. K. Sivashankar, the policy clearly indicated the time of 10 a.m. on 08.02.1996 while the accident took place at 04:30 a.m. on 08.02.1996, thus clearly showing that the cover commenced only after the accident. This judgment thus also does not answer the issue in question. Further, the decision in New India Assurance company vs. Narinder Kaur deals with the issue of fraud played in obtaining the policy by forging the cover note in collusion with some agent /employee of the insurance company. In the present case, there is no allegation of collusion between respondent no.2 and any of the employees of the insurance company nor there is any allegation of forgery on the part of respondent no.2. Respondent no.3 has further not led any evidence to prove that disclosure of a past accident or accident occurring on the same day, is a condition precedent to even an application for obtaining in insurance cover. Thus, none of these judgments are applicable to the present set of facts. The decisions of National Consumer Disputes Redressal Commission as cited by the Insurance company further diminish the scope of this Tribunal to decide the issue conclusively, *inter se* between the insured and the insurer. At the same time, for adjudicating only the scope of liability under MACT, this Tribunal places reliance on the decision of Hon'ble Delhi High Court in **Nanhe Lal vs. Satender Giri**,

decided on 28/10/2024, MAC.APP. 333/2017, wherein the court went to the extent of holding the insurance company liable even in a case where a valid cover note was issued by the insurance company in favour of the policy holder, two days prior to the accident though the policy reflected it to commence after the accident. The court held that since there was admittedly a valid insurance cover note issued in the name of appellant two days prior to the accident, the insurance company could not have avoided to pay compensation when it has not been able to show that there was any fraud or manipulation on the part of the owner or that the accident had been faked only for the purpose of claiming insurance. Similarly, even Hon'ble Apex Court in **National Insurance Co. Ltd. vs. Abhay Singh Pratap Singh Waghela** (2008) 9SCC 133, held that if the insurance cover note has been issued prior to the date of accident, it would be valid till it is canceled and the insurance company which has received the premium in cash prior to the accident from the owner of the vehicle, cannot subsequently canceled the cover note merely because the accident has taken place, to avoid its liability.

19. In the instant case, respondent no.2 has testified as R2W1 claiming that the insurance policy had been obtained by him through an agent Amit Chawla. The agent in turn contacted Mohd. Imamuddin, Deputy Manager of the insurance company on 07.09.2018 at 01:49 p.m. through whatsapp. Premium of the policy was collected in cash by such agent against acknowledgment and assured issuance of policy on 07.09.2018 itself. He testified that it is thereafter that a policy was issued on 09.09.2018 effective from 00:00:00. Further, as an act of

diligence, R2W1 called the customer care of the insurance company who confirmed the validity of the policy. R2W1 has even relied on the transcripts of the conversation as Ex.R2W1/6. He has alleged that the insurance policy was later unilaterally modified by changing the time from which it became effective from 00:00:00 to 23:55:00, only to evade liability.

20. Though R2W1 was cross-examined at length, it was never put to him that the time of the policy was changed by the insurance company without taking prior consent in that regard from the insured or even if it was a unilateral decision of the insurance company, the intimation regarding such modification in the content of the insurance policy originally issued by the company, to the insured/Respondent no.2. In fact, the act of modifying the policy on its own by the insurance company without the knowledge or consent or opportunity to Respondent no.2 to make a representation, cannot be justified only to evade its liability qua third party. It is a matter of record and an admitted fact that the modification in the time of the insurance policy has been initiated only after filing of the present claim. Respondent no.3 has examined Mohd. Imamuddin as R-3W-1, who during cross-examination had admitted that the alleged policy was modified only 10.01.2019 i.e. much after the filing of the present DAR. Further, R-3W-1 conceded that the insurance company did not carry out due diligence by inspecting the vehicle for which, it issued policy merely because it was a third party policy. As such, the insurance company cannot evade its liability where it was itself indolent.

21. Further, the alleged technical glitch was not informed to

Respondent no.2, till filing of the DAR. There is apparently no fraud played by the Respondent no.2 in as much as Respondent no.3 has not produced any application form or terms and conditions, mandating a person applying for insurance cover to reveal any past or recent accident which the vehicle owned by the insured may have met with. In absence thereof this Tribunal has no option but to rely on the unmodified insurance policy initially issued with a clear date and time of its coming into effect as 09<sup>th</sup> September, 2018 from 00:00 hrs i.e. a time before the occurrence of the accident. As such, this Tribunal holds the insurance company to be primarily liable to compensate the petitioners. It is clarified that in view of the discussion above, the insurance company is not entitled to recovery rights against respondent no.2.

22. Before proceeding further, it would be apposite to encapsulate the law laid down by the Apex Court in its various judgments qua methodology and considerations for assessing/ascertaining just compensation in road vehicular death cases laid down in **Sarla Verma & Ors. Vs. Delhi Transport Corporation & Ors.** (2003) 6 SCC. The relevant principles for ascertainment of compensation are quoted here under:

**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 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."*

**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.”*

#### **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 (1/4th) 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.”*

**MULTIPLIER**

*“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 years.”*

23. As regards, computation of the future prospects, observations made in **National Insurance Company Limited Vs. Pranay Sethi & Ors.** (2017) 16 SCC 680 are noteworthy:

*“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. 40,000/- and Rs. 15,000/- respectively. The aforesaid amounts should be enhanced at the rate of 10% in every three years.*

24. In view of the above settled principles, in order to arrive at or ascertain a just compensation payable to the petitioners, this Tribunal first needs to ascertain the age of deceased/victim, the appropriate multiplier, income of the deceased at the time of incident, the educational qualification of deceased, the number of dependents, whether deceased was married or unmarried, whether deceased was having permanent employment or private job etc. Award also needs to be passed qua non-pecuniary heads as envisaged and in terms of above judgments.

### **Age and multiplier**

25. Age of the deceased is claimed to be 35 years at the time of accident/death. Petitioners have filed educational certificate of

deceased, as per which his date of birth was 19.06.1982. The accident took place on 09.09.2018. As such, the victim would have been 36 years and 2 months approximately at the time of accident. Hence, he falls in the age bracket of 36-40 years and multiplier applicable to this case would be 15.

#### **Determination of monthly and annual income**

26. At the time of accident, deceased claimed to be working as a Roneo Operator in Government of India, Ministry of Railways. Petitioners have filed salary slip for the month of August 2018 which showing his income to be Rs.37,912/-. There is nothing on record to disbelieve the document proving the salary of the deceased. As such, salary and income of the deceased is ascertained to be **Rs.37,912/- p.m.** His annual salary would have, therefore, been  $\text{Rs.37,912} \times 12 = \text{Rs.4,54,944/- p.a.}$

#### **Determination of future prospects**

27. Having regard to the age of the deceased and ratio laid down in **Pranay Sethi** (Supra) and other judgments, the percentage towards future prospect would be calculated @ 40% where the deceased was less than 40 years and on a permanent job.

Thus, the enhanced income (after adding 40% of his annual income, as future prospects) would be  $\text{Rs.4,54,944/-} + \text{Rs.1,81,978/-} = \text{Rs.6,36,922/- P.A.}$

#### **Deduction**

28. As already discussed, considering the age and that the deceased is survived by 3 dependents, as per **Sarla Verma judgment** (supra), deductions towards personal and living expenses of deceased on herself would be taken as 1/3. Thus, the

net deduction in the present case is ascertained to be 1/3 of the total calculated income i.e. Rs.2,12,307/- is equal to **Rs.6,36,922/-**. Hence, deceased would have been contributing Rs.6,36,922-Rs.2,12,307/-=**Rs.4,24,615/-** per annum towards petitioners.

### **Life insurance deduction**

29. It is the argument of learned counsel for insurance company that the payment received by the petitioners under LIC policy is liable to be deduction from the total compensation amount. On the other hand, it is the argument of learned counsel for petitioner that such amount is not liable to be deducted. To adjudicate this issue, this Tribunal has gone through the cross examination of PW1 who conceded that her in-laws had received benefits of LIC policy of the deceased and that since she stood nominee to the LIC policy, the amount was credited to her account too.

This controversy already stands settled by Hon'ble Supreme Court in *Helen C. Rebello vs. Maharashtra SRT* (1999) 1SCC 90 , wherein it was held that the benefits such as life insurance, provident fund and pension, are not deductible since they accrue independently of the accident and would be payable in any event.

As such, in view of the settled law, no deduction of the LIC benefit, if any, received by the petitioners, is permissible.

### **Determination of Multiplicand**

30. The multiplicand would thus be the annual contributed income of deceased i.e. **Rs.4,24,615/-**.

### **Loss of dependency upon applying multiplier**

31. Since the age of the victim is 36 years, as per **Sarla Verma**

**Judgment** (supra), **multiplier of 15** is applicable. The total loss of dependency would come out to be **Rs.4,24,615/-X15= Rs.63,69,225/-**.

**Compensation under Non-Pecuniary Heads (Grant of Loss of Estate, Loss of Consortium and Funeral Expenses):**

32. 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.*

***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..."*

33. It may further be noted that the date of judgment of **Pranay Sethi case** (supra) is 31/10/2017. Further, as per the judgment, the amount so quantified under the non pecuniary heads have to 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. As such, the funeral expenses and expenses towards loss of estate would, as on date, be Rs.19,965/-, under each of these heads while compensation for loss of consortium would stand enhanced to Rs.53,240/-.

34. On the date of accident, deceased was survived by his wife, children and mother. As such, in view of the judgments of the Hon'ble Supreme Court as noted above, all the petitioners would be entitled Rs.53,240/- each towards loss of consortium, while, petitioner no.1/wife is entitled to expenses towards funeral and loss of estate also.

#### **Share of petitioners**

(I) Petitioner no.1/Kavita Rani (wife of deceased) is entitled to Rs.33,69,225/- towards loss of financial dependency, Rs.53,240/- towards loss of consortium. Rs.19,965/- towards funeral expenses and Rs.19,965/- towards loss of estate. The total comes out to be **Rs.34,62,395/-**.

(II) Petitioner no.2/Namita (daughter of deceased) is entitled to Rs.15,00,000/- towards loss of financial dependency, Rs.53,240/- towards loss of consortium. The total comes out to be **Rs.15,53,240/-**.

(III) Petitioner no.3/Mansi (daughter of deceased) is entitled to

Rs.15,00,000/- towards loss of financial dependency, Rs.53,240/- towards loss of consortium. The total comes out to be Rs.15,53,240/-.

Thus, the total amount payable by respondent no.3 is Rs.65,68,875/-.

### Liability

36. As already discussed, respondent no.3/insurance company is liable to compensate the petitioners. The principal award amount/compensation shall be with simple interest @ 7.5% p.a. from the date of filing of DAR till actual realization.

In case, the interest of petitioners was stopped or excluded during the present inquiry proceedings, same is liable to be adjusted from the total interest calculated on the Award amount. Similarly, amount awarded and released as interim Award, if any, during pendency of the case, be deducted from the total compensation amount.

### Directions Regarding Deposit of Award Amount in Bank

37. In compliance of directions issued vide order dated 16.11.2021 by Hon'ble Supreme Court of India in Writ Petition Civil No.534/2020 titled as ***Bajaj Allianz General Insurance Co. Pvt. Ltd. Vs. Union of India*** the award amount shall be deposited with State Bank of India, Saket Court Branch, New Delhi by way of RTGS/NEFT/IMPS in account of MACT PARKING FUND, A/c No. 00000042706875094, IFS Code SBIN0014244 and MICR code 110002342 under intimation to the Nazir in the prescribed format i.e. MCOP Number on the file of (Claims Tribunal Name) Date of award, Compensation Amount, Income Tax Deduction at Source, Bank Transaction Reference

No./Unique Transaction Reference (UTR) Number. In turn, the State Bank of India, Saket Courts Branch shall receive the deposited sum and capture the above information and furnish a statement of account on a daily basis to the Nazir of this Tribunal to reconcile the deposits of compensation and the respective MCOPs towards which such deposits are made. On such deposits being made, the insurance company shall submit a letter to the Nazir of this Tribunal enclosing a copy of the said bank advice, in prescribed format as above, as per which the deposit made to the bank account of this Tribunal, to enable this Tribunal to keep tab on the deposits made and the MCOPs for which they were made. The Payment advice for remittance of compensation is as under:

PAYMENT ADVICE FOR REMITTANCE OF  
COMPENSATION :

..... Bank .....

To:

..... Court .....

We confirm remittance of compensation as follows on instructions of ..... (insurance company):-

MCOP Number On the file of (Claims Tribunal Name), Place Date of award Amount Deposited, Income Tax Deduction at Source, if any Unique Transaction Reference (UTR) Number. Insurance company of offending vehicle, on deposit, shall also send a copy of the payment advice in above format to this Tribunal and serve a copy of the same on the claimants or their counsel as the case may be.

**DISBURSEMENT**

38. 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 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.”*

39. 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 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.”

40. 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.

#### Apportionment

41. (I) Out of the total compensation, amount awarded to petitioner no.1 /wife i.e. **Rs.34,62,395/-**, **Rs.4,62,395/-** be released to her in her bank account and remaining amount of **Rs.30,00,000/-** along with proportionate interest thereon be kept in the form of FDRs in the following phased manner:

1. Rs.3,00,000/- for period of 1 year.
2. Rs.3,00,000/- for period of 2 years.
3. Rs.3,00,000/- for period of 3 years.
4. Rs.3,00,000/- for period of 4 years.
5. Rs.3,00,000/- for period of 5 years.
6. Rs.3,00,000/- for period of 6 years.
7. Rs.3,00,000/- for period of 7 years.
8. Rs.3,00,000/- for period of 8 years.
9. Rs.3,00,000/- for period of 9 years.
10. Rs.3,00,000/- for period of 10 years.

The interest accruing on the said FDRs shall be credited to the designated Saving Bank Account of the petitioner. The amount of FDRs on maturity would be released to the Saving Bank Account of petitioner near her place of residence as per rule/directions.

(II) The compensation amount of **Rs.15,53,240/-** awarded to **petitioner no.2(minor daughter) entire amount** be kept in form of FDRs till attaining her majority. Upon attaining majority the amount awarded to her shall be released in the following phased manner (along with interest):

1. Rs.1,50,000/- for period of 1 year.
2. Rs.1,50,000/- for period of 2 years.
3. Rs.1,50,000/- for period of 3 years.

: 29 :

4. Rs.1,50,000/- for period of 4 years.
5. Rs.1,50,000/- for period of 5 years.
6. Rs.1,50,000/- for period of 6 years.
7. Rs.1,50,000/- for period of 7 years.
8. Rs.1,50,000/- for period of 8 years.
9. Rs.1,50,000/- for period of 9 years.
10. Rs.2,03,240/- for period of 10 years.

The interest accruing on the said FDRs shall be credited to the designated Saving Bank Account of the petitioner. The amount of FDRs on maturity would be released to the Saving Bank Account of petitioner near her place of residence as per rule/directions.

(III) The compensation amount of **Rs.15,53,240/-** awarded to **petitioner no.3 (minor daughter) entire amount** be kept in form of FDRs till attaining her majority. Upon attaining majority the amount awarded to her shall be released in the following phased manner (along with interest):

1. Rs.1,50,000/- for period of 1 year.
2. Rs.1,50,000/- for period of 2 years.
3. Rs.1,50,000/- for period of 3 years.
4. Rs.1,50,000/- for period of 4 years.
5. Rs.1,50,000/- for period of 5 years.
6. Rs.1,50,000/- for period of 6 years.
7. Rs.1,50,000/- for period of 7 years.
8. Rs.1,50,000/- for period of 8 years.
9. Rs.1,50,000/- for period of 9 years.
10. Rs.2,03,240/- for period of 10 years.

The interest accruing on the said FDRs shall be credited to the designated Saving Bank Account of the petitioner. The amount

of FDRs on maturity would be released to the Saving Bank Account of petitioner near her place of residence as per rule/directions.

42. The following directions are also given to the bank for compliance:

*(a) The Bank shall not permit any joint name (s) to be added in the savings bank account or fixed deposit accounts of victim i.e. the savings bank account of the claimant shall be individual savings bank account and not a joint account.*

*(b) The 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 claimant.*

*(c) The monthly interest be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant near the place of their residence.*

*(d) The maturity amounts of the FDR (s) be credited by Electronic Clearing System (ECS) in the savings bank account of the claimant near the place of their residence.*

*(e) No loan, advance or withdrawal or pre-mature discharge be allowed on the fixed deposits without permission of the Court.*

*(f) The concerned bank shall not issue any cheque book and/ or debit card to claimant (s). 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 freeze the account of the claimant so that no debit card be issued in respect of the account of the claimant from any other branch of the bank.*

*(g) The bank shall make an endorsement on the passbook of the claimant 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 claimant shall*

*produce the passbook with the necessary endorsement before the Court on the next date fixed for compliance.*

**SUMMARY OF COMPUTATION OF AWARD IN DEATH CASES TO BE INCORPORATED IN THE AWARD.**

1.	<b>Date of accident</b>	09.09.2018
2.	<b>Name of deceased</b>	Fateh Singh
3.	<b>Age of the deceased</b>	36 years
4.	<b>Occupation of the deceased</b>	Ronew Operator, Ministry of Railways
5.	<b>Income of the deceased</b>	Rs.28,116/- p.m.

**Name, age and relationship of legal representative of deceased:**

S No.	Name	Age (at the time of accident)	Relation
(i)	Kavita Rani	22 years	Wife
(ii)	Namita	5 years	Daughter
(iii)	Mansi	1 year	Daughter

**Computation of compensation:-**

S. No	Heads	Awarded by the Claims Tribunal
1	A. Income of the deceased per year	Rs.4,54,944/-
2	B. Add-Future Prospects 40% of A (per year)	Rs.1,81,978/-

3	C. Total	Rs.6,36,922/-
4	D. Less-Personal Expenses of the deceased 1/3 of (C)	Rs.2,12,307/-
5	E. Yearly loss of dependency [C -D]	Rs.4,24,615/-
6	F. Multiplier.	15
7	G. Total loss of dependency (E x F = G)	Rs.63,69,225/-
8	H. Medical Expenses	Nil
9	I. <i>Deduction, if any</i>	Nil
10	J. Compensation after deduction, if any	<b>Rs.63,69,225/-</b>
11	K. Compensation for loss of consortium	(Rs.53,240/-X3) Rs.1,59,720/-
12	L. Compensation for loss of estate	Rs.19,965/-
13	M. Compensation towards funeral expenses	Rs.19,965/-
14	<b>N. TOTAL COMPENSATION</b> total of J+K+L+M=N	<b>Rs.65,68,875/-</b>
15	<b>O. RATE OF INTEREST AWARDED:</b> from date of filing of DAR till actual realization of principal amount awarded.	@ 7.5% per annum
16	Award amount kept in FDRs	Rs.61,06,480/-
17	Award amount released	Rs.4,62,394/-
18	Mode of disbursement of the award amount to the claimant (s). (Clause 29)	<b>(I)</b> Out of the total compensation, amount awarded to petitioner no.1 /wife i.e. <b>Rs.34,62,395/-</b> , <b>Rs.4,62,395/-</b> be released to her in her bank account and remaining amount of <b>Rs.30,00,000/-</b> along

		<p>with proportionate interest thereon be kept in the form of FDRs in the following phased manner:</p> <ol style="list-style-type: none"><li>1. Rs.3,00,000/- for period of 1 year.</li><li>2. Rs.3,00,000/- for period of 2 years.</li><li>3. Rs.3,00,000/- for period of 3 years.</li><li>4. Rs.3,00,000/- for period of 4 years.</li><li>5. Rs.3,00,000/- for period of 5 years.</li><li>6. Rs.3,00,000/- for period of 6 years.</li><li>7. Rs.3,00,000/- for period of 7 years.</li><li>8. Rs.3,00,000/- for period of 8 years.</li><li>9. Rs.3,00,000/- for period of 9 years.</li><li>10. Rs.3,00,000/- for period of 10 years.</li></ol> <p><b>(II)</b> The compensation amount of <b>Rs.15,53,240/-</b> awarded to <b>petitioner no.2(minor daughter)</b> <b>entire amount</b> be kept in form of FDRs till attaining her majority. Upon attaining majority the amount awarded to her shall be released in the following phased manner (along with interest):</p>
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		<ol style="list-style-type: none"><li>1. Rs.1,50,000/- for period of 1 year.</li><li>2. Rs.1,50,000/- for period of 2 years.</li><li>3. Rs.1,50,000/- for period of 3 years.</li><li>4. Rs.1,50,000/- for period of 4 years.</li><li>5. Rs.1,50,000/- for period of 5 years.</li><li>6. Rs.1,50,000/- for period of 6 years.</li><li>7. Rs.1,50,000/- for period of 7 years.</li><li>8. Rs.1,50,000/- for period of 8 years.</li><li>9. Rs.1,50,000/- for period of 9 years.</li><li>10. Rs.2,03,240/- for period of 10 years.</li></ol> <p><b>(III)</b> The compensation amount of <b>Rs.15,53,240/-</b> awarded to <b>petitioner no.3 (minor daughter)</b> <b>entire amount</b> be kept in form of FDRs till attaining her majority. Upon attaining majority the amount awarded to her shall be released in the following phased manner (along with interest):</p> <ol style="list-style-type: none"><li>1. Rs.1,50,000/- for period of 1 year.</li><li>2. Rs.1,50,000/- for period of 2 years.</li><li>3. Rs.1,50,000/- for period of 3 years.</li></ol>
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		<p>4. Rs.1,50,000/- for period of 4 years. 5. Rs.1,50,000/- for period of 5 years. 6. Rs.1,50,000/- for period of 6 years. 7. Rs.1,50,000/- for period of 7 years. 8. Rs.1,50,000/- for period of 8 years. 9. Rs.1,50,000/- for period of 9 years. 10. Rs.2,03,240/- for period of 10 years.</p> <p><b>All above amount shall be along with interest @ 7.5 % per annum on total principal award amount from date of filing of DAR till actual realization.</b></p>
19	Next Date for compliance of the award (Clause 31)	<b>02.07.2026</b>

43. Put up on **02.07.2026** for compliance.

**Announced in the open court  
on 16<sup>th</sup> May, 2026**

**(Charu Gupta)  
PO-MACT-01 (South East)  
Saket Courts/New Delhi**