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

DLCT010186612024

MACT No.	**:**	**854/24**
FIR No.	**:**	**280/2024**
PS	**:**	**IP Estate**
u/s	**:**	**281/106 (1) BNS**

1. Sh. Chander Pal (Father of the deceased)
S/o Lt. Sh. Ramswaroop,
aged about 64 years,
R/o 150/9, Railway Colony,
Minto Bridge, Darya Ganj,
Central Delhi.

2.Smt. Renu Kumar (Mother of the deceased)
W/o Sh. Chander Pal
aged about 61 years
R/o 150/9, Railway Colony,
Minto Bridge, Darya Ganj,
Central Delhi.

3. Ms. Deepika (Unmarried sister of the deceased)
D/o Sh. Chander Pal
aged about 26 years
R/o 150/9, Railway Colony,
Minto Bridge, Darya Ganj,
Central Delhi.

4. Manisha Rani (wife of the deceased)
W/o Lt. Sh. Tarun Kumar,
aged about 26 years,
R/o S-27, A-288, Block SVP,

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Date: 2026.07.29 14:30:00 +0530

Singh Camp, Railway Road,
Badarpur, South Delhi-110044.

5. Aakarsh (Minor son of the deceased)
S/o Lt. Sh. Tarun Sharma,
aged about 11 months
R/o S-27, A-288, Block SVP,
Singh Camp, Railway Road,
Badarpur, South Delhi-110044.

...Petitioners

Versus

1. The Superintendent of Police,
Central Stores Jaipur, Rajasthan
(Regd. Owner of Omni Bus bearing No. RJ-14PC7745).

2. Rajender Singh (Driver)
S/o Sh. Jitram
R/o V.P.O. Kansar, Nohar,
Hanumangarh, Rajasthan,
Pin No. 335524. **...Respondents**

Date of filing of Claim Petition : 30.11.2024
Date of filing of the DAR : 18.01.2025
Judgment reserved on : 09.07.2026
Date of Award : 29.07.2026

A W A R D

1. The claim petition was filed on 30.11.2024. The DAR was filed on 18.01.2025 which was clubbed with the claim petition. The Road Traffic Accident in question took place on 21.08.2024 at about 09:00 am, ITO Red Light Crossing, Delhi. Sh. Tarun Kumar expired in the said accident which was allegedly caused by vehicle bearing registration No. RJ14PC7745, (hereinafter referred to as the offending

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vehicle). The said vehicle was being driven by respondent no. 2 Sh. Rajender Kumar and owned by the respondent no. 1 The Superintendent of Police, Central Stores Jaipur, Rajasthan.

BRIEF FACTS

2. The brief facts that have emerged from the DAR are that on 21.08.2024, on receipt of information of an accident vide DD No.23A, the investigation of present accident was marked to the IO/SI Sumit Singh who alongwith HC Pankaj went to the spot. They found that many people were gathered there. One motor cycle in accidental condition bearing No. DL-3SFH1524 was found and they also came to know that injured had already taken to the LNJP hospital. Thereafter, IO went to the hospital after leaving HC Pankaj on the spot. Further after reaching at the hospital, IO collected the MLC bearing No. 116511420/2024 of namely Sh. Tarun Kumar on which it was opined that he was brought dead. Thereafter, IO again went to the spot and he called the Crime Team. The Crime Team took the photographs of the spot. Thereafter, FIR was registered on the basis of DD Entry and MLC u/s.281/106(1) A BNS.

3. During the course of investigation, IO prepared the site plan and took the accidental motor cycle and helmet into his custody and deposited it into the Malkhana. Thereafter, IO got conducted the post mortem of the dead body and after identification of the dead body, he handed the dead body to the relatives. Further, doctor handed over the sample seal and viscera to the IO and he deposited the same into the

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Malkhana. During the course of investigation, IO got conducted the mechanical inspection of the accidental motor cycle. Thereafter, IO went to the spot and he checked the CCTV Cameras installed at the spot. He found one CCTV camera on the spot and he checked the same and after giving the notice to the PWD Head Quarter, ITO he collected the CCTV footage in a pendrive.

4. Thereafter, IO served the notice u/s 133 MV Act upon the owner of the offending vehicle. Upon this, AR replied that at the time of the accident, the offending vehicle was being driven by Sh. Rajender Kumar. On 30.08.2024, AR produced the driver Sh. Rajender before the IO. Then after interrogation, he replied that no accident was caused by him. He also replied that he had seen in his side mirror that one motor cycle was coming from his right side from behind and it got disbalanced. Then, the driver of the motorcycle came under the right tyre of the offending bus. Thereafter, he was arrested by the IO and after producing his surety, he was released on police bail. Further, AR of the offending vehicle produced the documents i.e. RC, DL before the IO. IO got conducted the mechanical inspection of the offending vehicle and also got verified the documents i.e. RC, DL by the concerned authority which were found to be correct.

5. Further, IO collected the post mortem report. He also got deposited the FSL result in the FSL Rohini. After completion of investigation, chargesheet for the offences u/s.281/106(1) BNS was filed against the driver Rajender Kumar before the concerned Ld.

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:30:17 +0530

JMFC and the DAR was filed before this Tribunal.

WRITTEN STATEMENTS

6. No WS was filed on behalf of respondent no. 1 and 2 despite opportunity. They also did not appear before the court after the first initial appearance. ***Hence, they were proceeded against ex parte vide order dated 24.04.2025.***

PETITIONER'S EVIDENCE

7. Sh. Chander Pal i.e. the petitioner no.1 was examined as **PW-1**. He has tendered his evidence by way of affidavit which is Ex. PW1/A. He relied upon the following documents:

1. Copy of Aadhar Card and Pan Card of the deceased Tarun Kumar which was Ex. PW-1/1A (OSR) (colly).
2. Copy of the Aadhar card and PAN Card of deponent was Ex. PW-1/1B (OSR). (Colly)
3. Copy of the Aadhar card and PAN Card of mother of the deceased was Ex. PW-1/1C (OSR) (colly).
4. Copy of the Aadhar card and PAN Card of sister of deceased was Ex. PW-1/1D (OSR).
5. Copy of the Aadhar card and PAN Card of wife of deceased was Ex. PW-1/1E (OSR) (colly).
6. Copy of birth certificate of petitioner no. 5 namely Aakarsh was Ex. PW-1/2 (OSR).
7. Copy of driving licensee of the deceased was Ex. PW-1/3 (OSR).
8. Copy of DAR was Ex. PW-1/4 (colly).

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:30:22 +0530

8. Further, Ms. Himanshi, Office Superintendent from Income Tax Department was examined as PW-2. She was a summoned witness in the present case. Her authority letter in this regard was Ex.PW-2/1. She proved the following documents:

1. PAN bearing No. BKCPT9144H details of deceased namely Mr. Tarun is Ex. PW-2/2.
2. Stamped copy of the screen shot of the View Filed Return page which indicates that no ITR was being filed by the deceased was Ex. PW-2/3.

9. Further, SI Sumit Singh, was examined as PW-3. He was the summoned witness in the present case. He was the investigating officer in the FIR No. 0280/24 lodged on 21.08.2024 with PS IP Estate. He stated that the investigation in the said FIR had been conducted by him. The DAR had been prepared and filed by him before this Tribunal. The site plan had been prepared by him on the instance of HC Pankaj and on the basis of material evidences found on the spot. Mechanical inspection of both the vehicles were also got conducted on his request by Mechanical Inspector which was Ex. PW-3/1 which bears his signatures at point A. After complete investigation, it was found that driver of the offending vehicle was driving offending vehicle in a rash and negligent manner. Thereafter, he prepared and filed the chargesheet.

10. Further, Sh. Ajay Srivastav was examined as PW-4. He

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:30:27 +0530

was the eye witness and he tendered his evidence by way of affidavit which was Ex. PW-4/A. Copy of his aadhar card was Ex. PW-4/1 (OSR).

11. Thereafter, Sh. Vinit Goyal, Accounts Manager, Mangalya Buildtech Pvt. Ltd. was examined as PW-5. He was the summoned witness. He had placed on record two authority letters from Mangalya Buildtech Private Ltd. and DSD Homes Private Ltd. The same were Ex. PW5/1 (colly) (containing 2 pages) and Ex. PW5/2 (colly) (containing 2 pages) respectively. He had also brought the following documents:-

1. Statement of account of income of deceased for the FY 2023-24 of both companies mentioned above alongwith form-26 AS was Ex. PW5/3 (colly) (containing 5 pages).
2. Statement of account of income of deceased for the FY 2023-24 of Mangalya Buildtech Private Ltd. alongwith form-16 was Ex. PW5/4 (colly) (containing 12 pages).
3. Statement of account of income of deceased for the FY 2023-24 of DSD Homes Private Ltd. alongwith form-16 was Ex. PW5/5 (colly) (containing 13 pages).
4. Statement of account of income of deceased for the FY 2024-25 of both companies mentioned above alongwith form-26 AS was Ex. PW5/6 (colly) (containing 5 pages).
5. Statement of account of income of deceased for the FY 2024-25 of Mangalya Buildtech Private Ltd. alongwith form-16 was Ex. PW5/7 (colly) (containing 7 pages).
6. Statement of account of income of deceased for the FY

2024-25 of DSD Homes Private Ltd. alongwith form-16 was Ex. PW5/8 (colly) (containing 5 pages).

12. Thereafter, **PE was closed vide order dated 25.04.2026.**

FINAL ARGUMENTS

13. The Petitioners filed his duly filled Form XIII and the financial statements of all the petitioners were recorded. Final arguments were heard on behalf of the petitioners.

FINDINGS & OBSERVATIONS

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

Accident:

15. The onus to prove that the deceased expired consequent to injuries suffered in an accident caused due to the rash and negligent act of the respondent no.2 is upon the petitioners. It is the case of the petitioner that on 21.08.2024 at about 09:00 am, the deceased was going on his motorcycle. When he reached at ITO Red Light Crossing, Delhi, the offending vehicle being driven by respondent no.2 in a rash and negligent manner came from behind and hit the motorcycle of the deceased, due to which he fell and suffered injuries. Later on, he succumbed to the said injuries.

16. It is submitted by Ld. Counsel for the petitioners that the

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:31:46 +0530

respondent no.2 was chargesheeted by the IO in the present matter. The eye witness PW4 Ajay Srivastav and the IO PW3 SI Sumit were also examined. Hence, it is stated that rash and negligent driving of the respondent no.2 is proved on record.

17. Record perused.

18. The respondents are ex parte in the present matter. They neither filed their WS nor cross-examined any of the petitioner's witnesses. Hence, the petitioner's case is unrebutted. It is pertinent to mention here that in the proceedings before the claims tribunal, the facts are to be established on the basis of preponderance of probabilities and not by the strict rules of evidence or the higher standard of beyond reasonable doubt as required in criminal cases. The burden of proof in the present cases is much lower than as placed in civil or criminal cases. In ***Bimla Devi & Ors. v. Himachal Road Transport Corporation & Ors (2009) 13 SC 530,*** it has been held by Hon'ble Supreme Court of India that negligence must be decided on the touchstone of preponderance of probabilities and a holistic view must be adopted in reaching a conclusion.

19. Further, it is also pertinent to note that the respondent no. 2 was chargesheeted by the IO under Section 281/106 (I) BNS. In ***National Insurance Co. Ltd. v. Pushpa Rana 2009 ACJ 287 and United India Insurance Co. Ltd. v. Deepak Goel & Ors, 2014 (2) TAC 846 (Del)*** decided by the Coordinate Bench of the Hon'ble Delhi High

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:31:51 +0530

Court, it was held as under :-

> *"......where the claimants filed either the certified copies of the criminal record or the criminal record showing the completion of investigation by police or issuance of charge sheet under Section 279/304A IPC or the certified copy of FIR or the recovery of the mechanical inspection report of the offending vehicle, then these documents are sufficient proof to reach to a conclusion that the driver was negligent particularly when there is no defence available from the side of driver."*

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

21. It is a settled law that the petitioner cannot be expected to prove the accident beyond reasonable doubts and the principle of *res ipse loquitor* should apply which means that the “accident speaks for itself”. Thus, once it has been established in DAR and chargesheet that the accident had taken place, the burden shifts on the respondents to prove that they were not responsible for the accident which the respondents have failed to discharge. No evidence was led by the respondents no. 1 & 2 to discharge this onus. Hence, an adverse inference is drawn against the respondents. In this regard, reliance is placed on the judgments of Hon’ble High Court of Delhi in the cases of

Teja Singh Vs Suman & Ors., MAC. APP. 1111/2018 & CM APPL. 52384/2018, 52386/2018, date of decision 06/12/2019; MAC. APP. 428/2018, titled as The Oriental Insurance Co. Ltd. Vs Kamla Devi & Ors, date of decision 08.11.2019 and MAC. APP. 690/2017 & CM APPL. 28108/2017, titled as Reliance General Insurance Company Ltd. Vs Mona & Ors., date of decision 15.10.2019, which had relied upon the judgment in the case of Cholamandalam Insurance Co. Ltd. Vs Kamlesh 2009(3) AD Delhi 310.

22. The Hon'ble Supreme Court in ***Mangla Ram v. Oriental Insurance Co. Ltd. (2018) 5 SCC 656*** has laid down in paragraphs 27 & 28:

> *"27. ...This Court in a recent decision in Dulcina Fernandes, noted that the key of negligence on the part of the driver of the offending vehicle as set up by the claimants was required to be decided by the Tribunal on the touchstone of preponderance of probability and certainly not by standard of proof beyond reasonable doubt. Suffice it to observe that the exposition in the judgments already adverted to by us, filing of chargesheet against Respondent 2 prima facie points towards his complicity in driving the vehicle negligently and rashly. Further, even when the accused were to be acquitted in the criminal case, this Court opined that the same may be of no effect on the assessment of the liability required in respect of motor accident cases by the Tribunal.*
>
> *28. Reliance placed upon the decisions in Minu B. Mehta and Meena Variyal, by the respondents, in our opinion, is of no avail. The dictum in these cases is on the matter in issue in the case concerned. Similarly, even the dictum in Surender Kumar Arora will be of no avail. In the present*

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:32:01 +0530

case, considering the entirety of the pleadings, evidence and circumstances on record and in particular the finding recorded by the Tribunal on the factum of negligence of Respondent 2, the driver of the offending jeep, the High Court committed manifest error in taking a contrary view which, in our opinion, is an error apparent on the face of record and manifestly wrong."

23. It has not been disputed that respondent No.2 has been charge-sheeted in the aforesaid FIR for offences punishable under Section 281/106 (I) BNS for rash and negligent driving of the offending vehicle. In view of the same, considering the facts and circumstances, the unrebutted testimony of the petitioner and the documents filed thereto, the court is satisfied that the accident was caused due to the rash and negligent driving of the respondent no. 2. From the DAR, it also stands established that respondent no. 1 was the registered owner of the offending vehicle.

The injury:

24. Further, the onus to prove that the deceased had suffered fatal injuries by way of the said accident was on the petitioners. In this regard, the petitioners have relied upon the MLC of the deceased which is dated 21.08.2024, as per which the deceased was brought to Loknayak Hospital with history of road traffic accident. He was declared brought dead. Further, as per his Post Mortem Report, the cause of death was hemorrhagic shock as a result of ante mortem injury to thorax and abdomen produced by blunt force/surface impact. It was opined that all injuries were ante mortem in nature fresh in duration and

could be possible in an alleged case of road traffic accident.

25. In view of the above discussion, this Tribunal is of the opinion that on the scales of preponderance of probabilities, the petitioner has proved that the accident in question took place due to rash and negligent driving of offending vehicle being driven by its driver/respondent no. 2 on the date and time of the accident and that due to the said accident, **the injured Tarun Kumar unfortunately expired.**

<u>Compensation:</u>

26. In view of the above discussion, the petitioners are entitled for compensation. Hon'ble Supreme Court of India in matter of ***"Sarla Verma & Ors. Vs. Delhi Transport Corporation & Ors." (2003) 6 SCC 121*** has held : -

> *"**<u>QUA BASIC PRINCIPLES</u>***
>
> *"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*

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:32:31 +0530

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."

QUA ADDITIONS

"11. ………………… In view of imponderables and uncertainties, we are in favour of adopting as a rule of thumb, an addition of 50% of actual salary to the actual salary income of the deceased towards future prospects,

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

<u>QUA DEDUCTIONS</u>

"14. Having considered several subsequent decisions of this court, we are of the view that where the deceased was married, the deduction towards personal and living expenses of the deceased, should be one-third (1/3rd) where the number of dependent family members is 2 to 3, one-fourth (1/3rd) where the number of dependant family members is 4 to 6, and one-fifth (1/5th) where the number of dependant family members exceed six.

15. Where the deceased was a bachelor and the claimants are the parents, the deduction follows a different principle. In regard to bachelors, normally, 50% is deducted as personal and living expenses, because it is assumed that a bachelor would tend to spend more on himself. Even otherwise, there is also the possibility of his getting married in a short time, in which event the contribution to the parent/s and siblings is likely to be cut drastically. Further, subject to evidence to the contrary, the father is likely to have his own income and will not be considered as a dependent and the mother alone will be considered as a dependent. In the absence of evidence to the contrary, brothers and sisters will not be considered as dependents, because they will either

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:32:41 +0530

*be independent and earning, or married, or be dependent on the father. Thus even if the deceased is survived by parents and siblings, **only the mother would be considered to be a dependent**, and 50% would be treated as the personal and living expenses of the bachelor and 50% as the contribution to the family. However, where family of the bachelor is large and dependent on the income of the deceased, as in a case where he has a widowed mother and large number of younger non-earning sisters or brothers, his personal and living expenses may be restricted to one-third and contribution to the family will be taken as two-third."*

<u>QUA MULTIPLIER</u>

"21. We therefore hold that the multiplier to be used should be as mentioned in column (4) of the Table above (prepared by applying Susamma Thomas, Trilok Chandra and Charlie), which starts with an operative multiplier of 18 (for the age groups of 15 to 20 and 21 to 25 years), reduced by one unit for every five years, that is M-17 for 26 to 30 years, M-16 for 31 to 35 years, M-15 for 36 to 40 years, M-14 for 41 to 45 years, and M-13 for 46 to 50 years, then reduced by two units for every five years, that is, M-11 for 51 to 55 years, M-9 for 56 to 60 years, M-7 for 61 to 65 years and M-5 for 66 to 70 years."

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

"58. To lay down as a thumb rule that there will be no addition after 50 years will be an unacceptable concept. We are disposed to think, there should be an addition of 15% if the deceased is between the age of 50 to 60 years and there should be no addition thereafter. Similarly, in case of self- employed or person on fixed salary, the addition should be 10% between the age of 50 to 60 years. The aforesaid yardstick has been fixed so that there can be consistency in

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:32:48 +0530

the approach by the tribunals and the Courts.

59. In view of the aforesaid analysis, we proceed to record our conclusions:-

(i) The two-Judge Bench in Santosh Devi should have been well advised to refer the matter to a larger Bench as it was taking a different view than what has been stated in Sarla Verma, a judgment by a coordinate Bench. It is because a coordinate Bench of the same strength cannot take a contrary view than what has been held by another coordinate Bench.

(ii) As Rajesh has not taken note of the decision in Reshma Kumari, which was delivered at earlier point of time, the decision in Rajesh is not a binding precedent.

(iii) While determining the income, an addition of 50% of actual salary to the income of the deceased towards future prospects, where the deceased had a permanent job and was below the age of 40 years, should be made. The addition should be 30%, if the age of the deceased was between 40 to 50 years. In case the deceased was between the age of 50 to 60 years, the addition should be 15%. Actual salary should be read as actual salary less tax.

(iv) In case the deceased was self-employed or on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. The established income means the income minus the tax component.

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

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

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

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

Loss of income

28. In the present matter, it is alleged that at the time of the accident, the deceased was working as a contractor and earning Rs. 1,00,000/- per month. The petitioners examined Ms. Himanshi, Office Superintendent from Income Tax Department as PW-2. However, as per the record of the Income Tax Department, no ITR was being filed by the deceased. To prove his income, the petitioners examined PW5 Sh. Vinit Goyal, Accounts Manager. He produced the income statement of the deceased from Mangalya Buildtech Private Ltd. and DSD Homes Private Ltd. for the financial years 2023-25, which were proved as Ex. PW5/3 (colly) to Ex. PW5/8 (colly). The date of accident is 21.08.2024. Hence, it may be that the deceased had not filed his ITR till then. Further, as the deceased expired in the middle of the financial year 2024-25, his income as per the financial year 2023-24 shall be taken as the base for calculation of his income.

29. The Hon'ble Apex Court in the case of ***Sarla Verma v. Delhi Transport Corporation (2009) 6 SCC 121*** held that for calculating compensation, the income of the victim less the income tax should be treated as the actual income. As per the Statement of account of income of deceased for the FY 2023-24 of both companies Ex.

PW5/3 (colly), his total annual net income after deduction of TDS was Rs. 10,74,142/-. Hence, his monthly income comes to be Rs. 89,511.33 (rounded off to Rs. 89,511/-.) Hence, the monthly income of the deceased is assessed to be **Rs. 89,511/-**.

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

30. As per theAadhar Card and Pan Card of the deceased Tarun Kumar which was Ex. PW-1/1A, his date of birth was 21.11.1988. The date of the accident is 21.08.2024. Hence, as on the date of the accident, the deceased was aged **35 years 9 months.**

<u>Future Prospects: -</u>

31. In view of the judgment of ***National Insurance Company Limited v. Pranay Sethi & Ors; (2017) 16 SCC 680,*** it was observed that the Claimants would also be entitled to 40% for future prospects as the deceased was less than 40 years of age at the time of the accident. Accordingly, the **monthly income of the deceased** needs to be taken as **Rs. 1,25,315.40** (Rs. 89,511/- + Rs. 35,804.40 which is 40% of Rs. 89,511/-).

<u>Determination of Dependent</u>

32. In the present matter, it is a matter of record that the deceased is survived by parents, wife, 1 minor son and 1 sister. The father of the deceased is aged 65 years, which is well beyond the age of retirement. Hence, it can be that he is not working now and was dependent on the deceased. The deceased had an unmarried sister as

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:33:06 +0530

well. As the father of the deceased is considered dependent on the deceased, his sister is also considered dependent on him. Hence, all the petitioners shall be considered as dependents upon him. Reliance placed on ***Gujarat State Road Transport Corporation v. Ramanbhai Prabhatbhai 1997 SCC (3) 234, Hafizun Begum v. Ikram Heque Appeal (Civil) no. 3216 of 2007 decided on 24.07.2007, N. Jayasree v. Cholamandalam GIC Appeal (Civil) no. 6451 of 2021 decided on 25.10.2021, National Insurance Co. Ltd. v. Birender & Ors. Appeal (Civil) no. 242-243 of 2020 decided on 13.01.2020 and Kader Ali v. Oriental Insurance Co. Ltd. FMA no. 650 of 2007 decided on 27.02.2024.***

<u>Determination of multiplicand & Loss of Dependency</u>

33. The monthly income of the deceased after enhancement needs to be taken as **Rs. 1,25,315.40**. In light of the judgment of the Supreme Court in ***Sarla Verma (Smt) & Ors. vs. Delhi Transport Corporation & Anr., (2009) 6 SCC 121, and United India Insurance Co. Ltd. vs. Satinder Kaur alias Satwinder Kaur & Ors., (2021) 11 SCC 780***, out of the above amount so assessed, 1/4 amount has to be deducted on account of personal and living expenses as the deceased had five dependents. So, in this matter, **monthly loss of dependency** would come out to be **Rs. 93,986.55 (3/4 of Rs. 1,25,315.40**). This needs to be multiplied by 12 to workout **multiplicand/annual loss of dependency**. Hence, **multiplicand** for this matter would be **Rs. 11,27,838.60 (rounded off to Rs. 11,27,839/-) (Rs. 93,986.55 x 12).**

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:33:11 +0530

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

34. Further, as the deceased was 35 years and 9 months years of age but less than 36 years of age at the time of the accident, multiplier applicable in this matter as per above discussion would be **16.** The total loss of dependency would come out to be **Rs.1,80,45,424/- (Rs. 11,27,839/- x 16)**, hence, so awarded.

<u>Medical expenses:</u>

35. The petitioners have not claimed any amount under this head. Hence, **no amount is awarded to the petitioner**s under this head.

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

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

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:33:17 +0530

“...... A Constitution Bench of this Court in Pranay Sethi (supra) dealt with the various heads under which compensation is to be awarded in a death case. One of these heads is Loss of Consortium.

In legal parlance, "consortium" is a compendious term which encompasses 'spousal consortium', 'parental consortium', and 'filial consortium'.

The right to consortium would include the company, care, help, comfort, guidance, solace and affection of the deceased, which is a loss to his family. With respect to a spouse, it would include sexual relations with the deceased spouse.

Spousal consortium is generally defined as rights pertaining to the relationship of a husband wife which allows compensation to the surviving spouse for loss of "company, society, cooperation, affection, and aid of the other in every conjugal relation."

Parental consortium is granted to the child upon the premature death of a parent, for loss of "parental aid, protection, affection, society, discipline, guidance and training."

Filial consortium is the right of the parents to compensation in the case of an accidental death of a child. An accident leading to the death of a child causes great shock and agony to the parents and family of the deceased. The greatest agony for a parent is to lose their child during their lifetime. Children are valued for their love, affection, companionship and their role in the family unit.

Consortium is a special prism reflecting changing norms about the status and worth of actual relationships. Modern jurisdictions world-over have recognized that the value of a child's consortium far exceeds the economic value of the compensation awarded in the case of the death of a child. Most jurisdictions therefore permit parents to be awarded compensation under loss of consortium on the death of a child. The amount awarded to the parents is a compensation *for loss of the love, affection, care and companionship of the deceased child.*

The Motor Vehicles Act is a beneficial legislation aimed at providing relief to the victims or their families, in cases of genuine claims. In case where a parent has lost their minor child, or unmarried son or daughter, the parents are entitled to be awarded loss of consortium under the head of Filial Consortium.

Parental Consortium is awarded to children who lose their parents in motor vehicle accidents under the Act.

A few High Courts have awarded compensation on this count. However, there was no clarity with respect to the principles on which compensation could be awarded on loss of Filial Consortium.

The amount of compensation to be awarded as consortium will be governed by the principles of awarding compensation under 'Loss of Consortium' as laid down in Pranay Sethi (supra).

In the present case, we deem it appropriate to award the father and the sister of the deceased, an amount of Rs.25,000 each for loss of Filial Consortium.....".

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

"...... The amount to be awarded for loss consortium will be as per the amount fixed in Pranay Sethi (supra). At this stage, we consider it necessary to provide uniformity with respect to the grant of consortium, and loss of love and affection. Several Tribunals and High Courts have been

awarding compensation for both loss of consortium and loss of love and affection. The Constitution Bench in Pranay Sethi (supra), has recognized only three conventional heads under which compensation can be awarded viz. loss of estate, loss of consortium and funeral expenses.

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

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

38. In the case of ***Pranay Sethi (supra)***, it was held that in the case of death, Rs.15,000/- is liable to be paid towards the loss of estate and funeral charges each, while Rs.40,000/- was payable towards the loss of consortium to each legal heir and the same may be enhanced by 10% every three years.

39. The judgment was pronounced by the Hon’ble Supreme Court in 2017 and the accident in the present case occurred in 2024, after 8 years of the pronouncement of the said judgment. Hence, in the present case, the said expenses are to be enhanced by 10% twice. Reliance placed on the decision of the Hon’ble Supreme Court in ***Hasina Yasmin & Ors v. National Insurance Co. Ltd. SLP no. 27285 of 2025*** decided on 17th of December 2025.

40. Thus, an amount of **Rs. 18,150/-** is granted towards the

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towards **funeral charges and Loss of estate.**

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

Computation of compensation:

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

Head	***Awarded by the Claims Tribunal***
Monthly Income of deceased (A)	**Rs. 89,511/-**
Add future prospect (B)	**@ 40%= Rs. 35,804.40**
Less deductions towards personal and living expenses of the deceased @ 25% (C)	**(Rs. 89,511/- + Rs. 35,804.40) = Rs. 1,25,315.40 x 25% = Rs. 31,328.85**
Monthly loss of dependency [(A+B) – C = D]	**(Rs. 89,511/- + Rs. 35,804.40) - Rs. 31,328.85 = Rs. 93,986.55**
Annual loss of Dependency (D x 12)	**Rs. 93,986.55 x 12 = Rs. 11,27,839/-**
Multiplier (E)	**16**
Total loss of dependency D x E = F	**(Rs. 11,27,839/- x 16) = Rs.1,80,45,424/-**
Medical Expenses (G)	**Nil**
Compensation for loss of love and affection (H)	**Nil**
Compensation for loss of consortium (I) to the petitioners	**Rs. 48,400/- x 5 = Rs.2,42,000/-**

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Compensation for loss of Estate (J)	**Rs. 18,150/-**
Compensation for funeral expenses (K)	**Rs. 18,150/-**
Total Compensation (F+I+J+K)	**Rs. 1,83,23,724/-**

43. In the case of ***Oriental Insurance Company Ltd. Vs. Niru @ Niharika & Ors. SLP no. 22136 of 2024 decided on 14.07.2025***, the Hon'ble Supreme Court has upheld awarding of 9% interest per annum. Therefore, **it is held that the petitioner shall be entitled to interest @ 9% per annum from the date of filing of DAR i.e. 18.01.2025 till realization.**

Apportionment:

44. It is evident from the record that the deceased had left behind his parents, wife, 1 minor son and sister. The shares of the petitioners are as under:

S.No	***Name of the claimant***	***Age***	***Share of the petitioner***	***Interest upto date***	***Total amount including interest***
1.	**Sh. Chander Pal**	66	Rs. 18,00,000/-	Rs. 2,47,660.27	**Rs. 20,47,660.27 (rounded off to Rs. 20,47,660/-)**
2.	**Smt. Renu Kumar**	63	Rs. 36,00,000/-	Rs. 4,95,320.55	**Rs. 40,95,320.55 (Rounded off to Rs. 40,95,321/-)**
3.	**Smt. Manisha Rani**	28	Rs. 75,23,724/-	Rs. 10,35,181.97	**Rs. 85,58,905.97 (Rounded off to Rs. 85,58,906/-)**
4.	**Master Aakarsh**	2	Rs. 36,00,000/-	Rs. 4,95,320.55	**Rs. 40,95,320.55 (Rounded off to Rs. 40,95,321/-)**

5.	**Ms. Deepika**	28	Rs. 18,00,000/-	Rs. 2,47,660.27	**Rs. 20,47,660.27 (rounded off to Rs. 20,47,660/-)**

DISBURSEMENT

45. The Financial Statement of petitioner/injured was recorded by this Court/Tribunal. As per the said statement, the monthly expenses of his family are approximately Rs. 40,000/- to Rs. 45,000/- per month.

46. 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*

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:34:00 +0530

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."

47. 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*

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:34:05 +0530

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."

48. In view of the same, the award amount can now be disbursed in the Savings Bank Account of the petitioners. However, the remaining directions as passed by the Hon'ble High Court shall be complied with. It is directed that the award amount be deposited by the respondent no. 3 **in the bank account of Tribunal bearing A/c. no. 42704293960, SBI, THC, Delhi in the name of MACT-01, Central, IFSC Code: SBIN0000726.**

Sh. Chander Pal (LR/father of deceased)

49. After considering the financial statement of the petitioners, it is held that on realization of the award amount of Rs. 2,08,44,868/-, out of the share of the petitioner/father of **Rs. 20,47,660/- (Rupees Twenty Lakhs Forty Seven Thousand Six Hundred Sixty only), Rs. 5,47,660/- (Rupees Five Lakhs Forty Seven Thousand Six Hundred Sixty only) along with accumulated interest shall be released to the**

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:34:10 +0530

petitioner/father immediately in his Bank Account no. 45319444748 maintained at SBI, Parliament Street, Delhi, IFSC Code SBIN0050303, CIF no. 92476405897.

50. The balance amount of Rs. 15,00,000/- (Rupees Fifteen Lacs only) shall be put in 50 monthly fixed deposits in his name in his account as mentioned above of equal amount of Rs. 30,000/- (Rupees Thirty Thousand only) each for a period of 01 month to 50 respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred in his saving account maintained in a nationalized bank situated near the place of his residence.

Smt. Renu Kumar (LR/mother of deceased)

51. After considering the financial statement of the petitioners, it is held that on realization of the award amount of Rs. 2,08,44,868/-, **out of the share of the petitioner/mother of Rs. 40,95,321/- (Rupees Forty Lakhs Ninety Five Thousand Three Hundred Twenty One only), Rs. 5,95,321/- (Rupees Five Lakhs Ninety Five Thousand Three Hundred Twenty One only) along with accumulated interest shall be released to the petitioner/wife immediately by SBI, THC in her Bank Account no. 45311478232 maintained at SBI, Parliament Street, Delhi, IFSC Code SBIN0050303, CIF no. 92473664708.**

52. The balance amount of Rs. 35,00,000/- (Rupees Thirty

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:34:17 +0530

Five Lacs only) shall be put in 100 monthly fixed deposits in her name in her account as mentioned above of equal amount of Rs. 35,000/- (Rupees Thirty Five Thousand only) each for a period of 01 month to 100 respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred in her saving account maintained in a nationalized bank situated near the place of her residence.

Smt. Manisha Rani (LR/wife of deceased)

53. After considering the financial statement of the petitioners, it is held that on realization of the award amount of Rs. 2,08,44,868/-, **out of the share of the petitioner/wife Rs. 85,58,906/- (Rupees Eighty Five Lakhs Fifty Eight Thousand Nine Hundred Six only), Rs. 5,58,906/- (Rupees Five Lakhs Fifty Eight Thousand Nine Hundred Six only) along with accumulated interest shall be released to the petitioner/wife immediately by SBI, THC in her Bank Account no. 45310854526 maintained at SBI, Parliament Street, Delhi, IFSC Code SBIN0050303, CIF no. 92473187019.**

54. The balance amount of Rs. 80,00,000/- (Rupees Eight Lacs only) shall be put in 100 monthly fixed deposits in her name in her account as mentioned above of equal amount of Rs. 80,000/- (Rupees Eighty Thousand only) each for a period of 01 month to 100 respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021.

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:34:22 +0530

Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred in her saving account maintained in a nationalized bank situated near the place of her residence.

Master Aakarsh (LR/son of deceased)

55. After considering the financial statement of the petitioners, it is held that on realization of the award amount of Rs. 2,08,44,868/-, **Rs. 40,95,321/- (Rupees Forty Lakhs Ninety Five Thousand Three Hundred Twenty One only), the entire amount along with accumulated interest shall be kept in one FDR till the date of his majority by SBI, Tis Hazari Courts, Delhi.**

56. After he attains majority, a sum of Rs. 2,95,321/- be released to him immediately along with cumulative interest in his saving account no. 45326773852 maintained at SBI, Parliament Street, Delhi, IFSC Code SBIN0050303, CIF no. 92478055349.

57. The balance amount of Rs.38,00,000/- (Rupees Thirty Six Lakhs only) shall be put in 38 monthly fixed deposits in his name on his attaining majority in his account as mentioned above of equal amount of Rs. 1,00,000/- (Rupees One Lakh only) each for a period of 01 month to 38 respectively, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity with cumulative interest,**,** shall automatically be transferred in his saving account maintained in a nationalized bank situated near the place of his residence to be released after his attaining majority in the period of 1 to 38 months.

Ms. Deepika (LR/sister of deceased)

58. After considering the financial statement of the petitioners, it is held that on realization of the award amount of Rs. 2,08,44,868/-, **out of the share of the petitioner/sister Rs. 20,47,660/- (Rupees Twenty Lakhs Forty Seven Thousand Six Hundred Sixty only), Rs. 5,47,660/- (Rupees Five Lakhs Forty Seven Thousand Six Hundred Sixty only) along with accumulated interest shall be released to the petitioner/sister immediately in her Bank Account no. 45266498666 maintained at SBI, Parliament Street, Delhi, IFSC Code SBIN0050303, CIF no. 92457696581.**

59. The balance amount of Rs. 15,00,000/- (Rupees Fifteen Lacs only) shall be put in 50 monthly fixed deposits in her name in her account as mentioned above of equal amount of Rs. 30,000/- (Rupees Thirty Thousand only) each for a period of 01 month to 50 respectively, with cumulative interest, in terms of the directions contained in FAO No. 842/2003 dated 07.12.2018 & 08.01.2021. Besides the above said amount, amount of FDRs on maturity, shall automatically be transferred in her saving account maintained in a nationalized bank situated near the place of her residence.

60. Further, it is directed that as the amount is being disbursed to the petitioners in their savings bank accounts, they shall not avail any loan/advance facility on the FDRs without the permission of this Tribunal. Further, they shall not encash the FDRs

before their maturity without the permission of this Tribunal.

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

SUMMARY OF AWARD:

Date of Accident:	**21.08.2024**
Name of the deceased:	**Tarun Kumar**
Age of the deceased:	**35 years**
Occupation of the deceased:	**Private Job**
Income of the deceased :	**Rs. 89,511/-**

Name and relationship of legal representatives of deceased:

S.No.	*Name of the claimant*	*Relation with deceased*
1.	***Sh. Chander Pal***	***Father***
2.	***Smt. Renu Kumar***	***Mother***
3.	***Smt. Manisha Rani***	***Wife***
4.	***Master Aakarsh***	***Son***
5.	***Ms. Deepika***	***Sister***

COMPUTATION OF COMPENSATION

Sr. No.	***Head***	***Awarded by the Claims Tribunal***
1	Monthly Income of deceased (A)	**Rs. 89,511/-**
2	Add future prospect (B)	**@ 40%= Rs. 35,804.40**

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3	Less deductions towards personal and living expenses of the deceased @ 25% (C)	**(Rs. 89,511/- + Rs. 35,804.40) = Rs. 1,25,315.40 x 25% = Rs. 31,328.85**
4	Monthly loss of dependency [(A+B) – C = D]	**(Rs. 89,511/- + Rs. 35,804.40) - Rs. 31,328.85 = Rs. 93,986.55**
5	Annual loss of dependency (D x 12)	**Rs. 93,986.55 x 12= Rs. 11,27,839/-**
6	Multiplier (E)	**16**
7	Total loss of dependency D x E = F	**(Rs. 11,27,839/- x 16) = Rs.1,80,45,424/-**
8	Medical Expenses (G)	**Nil**
9	Compensation for loss of love and affection (H)	**Nil**
10	Compensation for loss of consortium (I) to the petitioners	**Rs. 48,400/- x 5 = Rs. 2,42,000/-**
11	Compensation for funeral expenses (J)	**Rs. 18,150/-**
12	Compensation for loss of estate funeral expenses (K)	**Rs. 18,150/-**
13	Total Compensation (F+I+J+K)	**Rs. 1,83,23,724/-**
14	Rate of Interest Awarded	**9 %**
15	Interest amount upto the date of award w.e.f. 18.01.2025 till realization	**Rs. 25,21,144/-**
16	Total amount including interest	**Rs. 2,08,44,868/-**
17	Award amount released	**As per paragraph Nos. 49 to 59**
18	Award amount kept in FDRs	**As per paragraph Nos. 50, 52, 54 to 57 & 59**
19	Mode of disbursement of the award amount to the	**As per paragraph Nos. 49 to 59**

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:34:45 +0530

	claimant(s)	
20	Next Date of compliance of the award	**31.08.2026**

LIABILITY:

62. It has been established that the offending vehicle was being driven by respondent no.2 and owned by the respondent no.1, which is the office of a government department. The vehicle is under the control, supervision and administrate of the respondent no.1 which was being driven by the respondent no.2 in his official capacity. Being the primary tort feasor, entire responsibility for compensation falls upon the respondent no.1. Hence, the respondent no. 1 shall be liable to pay the compensation amount to the petitioners.

RELIEF:

63. **In view of the above, the respondent no.1 is directed to deposit a sum of Rs.1,83,23,724/- (Rupees One Crore Eighty Three Lakhs Twenty Three Thousand Seven Hundred Twenty Four Only) along with interest @ 9% from the date of filing of DAR i.e. w.e.f. 18.01.2025 till realization with the bank account of this Tribunal within 30 days under intimation to the claimants, failing which the respondents shall be liable to pay interest @12% per annum for the period of delay beyond 30 days. Reliance placed on case titled as *Oriental Insurance Company Ltd. Vs. Niru @ Niharika & Ors. SLP no. 22136 of 2024* decided on 14.07.2025 by the Hon'ble Supreme Court.**

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

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

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

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

Civil Nazir is directed to place a report on record on **31.08.2026** in the event of non-receipt/deposit of the compensation amount within the time granted.

Further, Civil Nazir is directed to maintain the record in Form XVIII in view of Central Motor Vehicles (fifth Amendment) Rules, 2022 [(Directions at serial no. 41 of Procedure for Investigation of Motor Vehicle Accidents (under Rule 150A).

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:34:55 +0530

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

File be consigned to record room after due compliance.

Announced in the open Court today
on this 29th July 2026

RUCHIKA SINGLA

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Date: 2026.07.29 14:35:00 +0530

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

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

1	Date of Accident	**21.08.2024**
2	Date of filing of ***Form-I – First Accident Report (FAR)***	**28.08.2024**
3	Date of delivery of ***Form-II*** *to the victim(s)*	**18.01.2025**
4	Date of receipt of ***Form-III*** *from the Driver*	**09.10.2024**
5	Date of receipt of ***Form-IV*** *from the Owner*	**09.10.2024**
6	Date of filing of ***Form-V– Particulars of the insurance of the vehicle***	**09.10.2024**
7	Date of receipt of ***Form-VIA*** from the Victim(s)	**18.01.2025**
8	Date of filing **of *Form-VII – Claim petition***	**18.01.2025**
9	Whether there was any delay or deficiency on the part of the Investigating Officer? If so, whether any action/direction warranted?	**NA**
10	Date of appointment of the Designated Officer by the Insurance Company	**NA**
11	Whether the Designated Officer of the Insurance Company admitted his report within 30 days of the DAR/claim petition?	**NA**
12	Whether there was any delay or deficiency on the part of the Designated Officer of the Insurance Company? If so, whether any action/direction warranted?	**NA**
13	Date of response of the claimant(s) to the offer of the Insurance Company.	**NA**
14	Date of award	**29.07.2026**

RUCHIKA SINGLA Digitally signed by RUCHIKA SINGLA Date: 2026.07.29 14:35:07 +0530

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 Aadhar Card and the direction to the bank not to issue any cheque book/debit card to the claimant(s) and make an endorsement to this effect on the passbook(s).	**18.01.2025**
17	Date on which the claimant(s) produced the passbook of their savings bank account(s) near the place of their residence alongwith the endorsement, PAN card and Aadhaar Card?	**09.07.2026**
18	Permanent residential address of the claimant(s).	**As per Award**.
19	Whether the claimant(s) savings bank account(s) is near their place of residence?	**No.**
20	Whether the Claimant(s) were examined at the time of passing of the Award to ascertain his/their financial condition?	**Yes. The Financial Statements of the claimants were recorded on 09.07.2026.**

RUCHIKA SINGLA

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Date: 2026.07.29 14:35:13 +0530

(RUCHIKA SINGLA)
PO, MACT-01, CENTRAL DISTRICT,
TIS HAZARI COURTS, DELHI.
29.07.2026