2026:CGHC:18387

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 1325 of 2019

1 - Bajaj Allianz General Insurance Company Limited Through Branch Manager, Third Floor, Gurukripa Tower, Beside Icici Bank, Vyapar Vihar Road, Tahsil And District- Bilaspur, Chhattisgarh............(Insurance Company Of Vehicle Auto No. C.G.- 11/a.G.- 8019), District : Bilaspur, Chhattisgarh

--- **Appellant (s)**

versus

1 - Sudarshan Banjare S/o Gopal Singh Banjare Aged About 23 Years Caste Suryavanshi, R/o Khamhardih, Bilha, Thana And Tahsil Bilha, District- Bilaspur, Chhattisgarh.............(Claimant), District : Bilaspur, Chhattisgarh

2 - Raisen Manhar S/o Tihu Ram Manhar Aged About 37 Years R/o Bartori, Thana And Tahsil Bilha, District- Bilaspur, Chhattisgarh, Present Address- Cheudih, Thana Pamgarh, District- Janjgir-Champa, Chhattisgarh.............(Driver And Owner Of Vehicle Auto No. C.G. 11/a.G.- 8019), District : Janjgir-Champa, Chhattisgarh

--- **Respondent(s)**

For Appellant (s)	**:**	Mr. S.K. Kushwaha, Advocate.
For Respondent No.2	**:**	Ms. Neha Khandekar, Advocate.

MAC No. 1402 of 2019

1 - Sudarshan Banjare S/o Gopal Singh Banjare Aged About 23 Years Cast Suryawanshi R/o Khamhardih, Bilha, Thana And Tahsil, District Bilaspur Chhattisgarh., District : Bilaspur, Chhattisgarh

---**Appellant (s)**

Versus

1 - Raisen Manhar S/o Tihuram Manhar Aged About 37 Years R/o Barttori Thana And Tahsil Bilha District Bilaspur, Chhattisgarh. Hall Mukam Cheudih Thana Pamgarh, District Janjgir - Champa Chhattisgarh.(Owner Of The Offending Vehicle Auto No. C.G. 11/a.D. /8019), District : Janjgir-Champa, Chhattisgarh

2 - Bajaj Alliance General Insurance Company Limited Through Manager, Branch Office 3rd Floor, Guru Kripa Tower Behind Of Bank I. C.I.C.I. Byapar Vihar Road Thana And District Bilaspur Chhattisgarh. (Insurer Of The Offending Vehicle Auto No. C. G. 11/a.D./8019), District : Bilaspur, Chhattisgarh

--- **Respondent(s)**

For Appellant (s)	:	Mr. A.L. Singroul, Advocate.
For Respondent No.1	:	Mr. Pradeep Kumar Jogi, Advocate.
For Respondent No.2	:	Mr. S.K. Kushwaha, Advocate.

(Single Bench)

Hon'ble Shri Justice Sanjay K. Agrawal

Order On Board

22/04/2026

1. Against the impugned award dated 6th April, 2019 passed by the 3rd Additional Motor Accident Claims Tribunal, Bilaspur (for short 'the Claims Tribunal') in Claim Case No.583/2015, MAC No.1325/2019 has been filed by the Insurance Company seeking

setting aside of the impugned award and to exonerate it from liability to pay compensation whereas MAC No.1402/2019 has been filed by the claimant seeking enhancement of the amount of compensation.

2. Since the aforesaid Appeals arise out of same accident, they are clubbed together, heard together and are being disposed of by this common order.

3. Mr. S.K. Kushwaha, learned counsel for the appellant/Insurance Company would submit that the offending vehicle did not have valid permit to ply on the road and, therefore, the Insurance Company is not liable. He further submits that towards future prospects and other heads, compensation awarded by the Claims Tribunal is just and proper.

4. On the other hand, Ms. Neha Khandekar, learned counsel for respondent No.2 would support the impugned award.

5. I have heard learned counsel for the parties, considered their rival submissions made herein-above and went through the records with utmost circumspection.

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6. Though the Insurance Company has taken a general defence at para-14 of the written statement that there is violation of terms of policy, as the driver, being owner of the offending vehicle, did not have valid permit and fitness, which the Claims Tribunal, after appreciating the oral and documentary evidence, has reached to

the conclusion that with regard to valid permit, no investigation was done by the Insurance Company and no evidence has been led in this regard. Therefore, it cannot be said that the offending vehicle did not have valid permit to ply the vehicle on road.

7. In that view of the matter, this Court is of the considered opinion that the appeal preferred by the Insurance Company deserves to be and is hereby dismissed. Since respondent No.1 has already preferred separate appeal, cross-appeal preferred by him is dismissed.

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8. Mr. A.L. Singroul, learned counsel for the claimant would submit that towards future prospects nothing has been awarded and towards other heads, proper compensation has not been awarded.

9. In that view of the matter, considering the facts and circumstances of the case, it would be appropriate to enhance award amount. As such, the claimant will be entitled for the following compensation as computed by this Court:-

Sr. No.	Heads	Compensation awarded by the Tribunal	Compensation awarded by this Court
1.	Loss of income	Rs.6,000/- x 4 = Rs.24,000/-	Income as per minimum ages Rs.6,000/- x 12 = Rs.72,000/-
2.	Future prospect	-	40% (future prospect) Rs.72,000/- + Rs.28,800/- =

			Rs.1,00,800/-
3.	Multiplier	-	Rs.1,00,800/- x 18 = Rs.18,14,400/-
4.	20% disability	-	Rs.18,14,400/- x 20% = Rs.3,62,880/-
5.	Loss of income during treatment	Rs.24,000/-	Rs.24,000/-
6.	Medical expenses	Rs.1,27,341/-	Rs.1,27,341/-
7.	Pain & suffering	Rs.25,000/-	Rs.25,000/-
8.	Transportation & Special diet	Rs.5,000/-	Rs.5,000/-
9.	Loss of future treatment	Rs.20,000/-	Rs.20,000/-
10.	Loss of amenities	-	Rs.1500/-
11.	Transporting expenses	-	Rs.1,000/-
12.	Loss of attendant	-	Rs.1,000/-
13.	Mental agony	-	Rs.1,000/-
	Grand Total	Rs.2,01,341/-	Rs.5,68,721/-

10. In view of the aforesaid analysis, the amount of compensation of **₹2,01,341/-** awarded by the Claims Tribunal is enhanced to **₹5,68,721/-**. Hence, after deducting the amount of **₹2,01,341/-**, the claimant is held to be entitled to an additional amount of **₹3,67,380/-**. The Insurance Company is directed to deposit the amount of compensation within a period of three months from the date of receipt of copy of this order. The additional amount of compensation shall carry interest @ 6% *per annum* from the date of filing of claim application before the Tribunal till its realization. Rest of the conditions of the impugned award shall remain intact.

11. In the result, the Appeal preferred by the Insurance Company is dismissed and the Appeal filed by the claimant is allowed to the extent indicated above.

Sd/-
(Sanjay K. Agrawal)
Judge

Barve