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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% ***Date of decision: 27th April 2026***

+ **MAC.APP. 1019/2014 & CM APPL. 18428/2014**

NATIONAL INSURANCE CO. LTDAppellant

Through: Mr. Pankaj Seth, Ms. Shruti Jain,
Advocates.

versus

NITIN SEHGAL AND ORSRespondents

Through: Mr. Manish Maini, Ms. Aastha
Chauhan, Advocates for Respondent
no.1.

(76)

+ **MAC.APP. 1022/2014**

NATIONAL INSURANCE CO LTDAppellant

Through: Mr. Pankaj Seth, Ms. Shruti Jain,
Advocates.

versus

SAURABH SEHGAL AND ORSRespondents

Through: Mr. Manish Maini, Ms. Aastha
Chauhan, Advocates for Respondent
no.1.

CORAM:

HON'BLE MR. JUSTICE ANISH DAYAL

JUDGMENT

ANISH DAYAL, J (ORAL)

1. These appeals have been filed by the Insurance Company challenging the Award dated 17th September 2014 passed by Motor Accidents Claims Tribunal [‘**MACT**’], Central District, Delhi in Suit No. 232/2011 and Suit No.



233/2011, whereby compensation of Rs.16,79,700/- and Rs.3,39,058/- was awarded to the claimant respectively.

2. The brief facts of the case are that the accident occurred on 18th December 2005 at about 8:00 PM when the claimants were standing near motorcycle on the roadside, a car bearing registration no. DL-6-CM-0058 driven in a rash and negligent manner at high speed hit the claimants as a result of which they both sustained injuries.

3. *Mr. Pankaj Seth*, counsel for Insurance Company, contends that as regards *Nitin Sehgal*, who suffered 60% permanent mental disability, *functional disability* has been taken as 100% since he was a minor on the date of the accident (aged about 17 ½ years), the minimum wages of non-matriculate have been taken on which future prospects at 50% has been applied. He states that as per the principles in *National Insurance Co. Ltd. v. Pranay Sethi* (2017) 16 SCC 680, *future prospects* at 40% ought to have been applied. The minimum wages have been taken at Rs.3,358/- per month.

4. This contention of *Mr. Seth* is accepted, to align it with principles enunciated in *Pranay Sethi* (*supra*) *future prospects* at 40% will have to be applied.

5. *Mr. Seth* also draws attention to the non-pecuniary compensation, seeking adjustment on the same.

6. Countering this, *Mr. Manish Maini*, counsel for claimant, has drawn attention to the testimony of **PW5/ Dr. R.P. Baniwal, Psychiatrist (PGIMER), Dr. R.M.L. Hospital, New Delhi**, who had brought the record of the permanent Disability Certificate. He stated that this is a case of personality and behaviour disorder due to brain disease, damage and dysfunction. He stated that injured was found to have agitated and aggressive behaviour,



forgetfulness, slight impairment of self-care and moderate impairment of interpersonal activities, communication and understanding. Further, it was stated that he could not study after Class IX and his daily work has been impaired profoundly, indicating the severity. In cross-examination, he stated that he had personally examined the patient and gave his opinion and he has deposed on the basis of his medical condition.

7. Considering that *functional disability* has been assessed at 100%, the non-pecuniary compensation awarded is highly depressed and the same need to enhanced in order to granted just and reasonable compensation. The Supreme Court in the case of ***Ningamma v. United India Insurance Co. Ltd.*** (2009) 13 SCC 710 has also held that the Court is duty-bound to award just compensation, even if the same has not been specifically pleaded by the claimant. The relevant part of the judgment is extracted as under:

“25.....Needless to say, the MVA is beneficial and welfare legislation. In fact, the court is duty bound and entitled to award “Just Compensation” irrespective of the fact whether any plea in that behalf was raised by the claimant or not.....”

(emphasis supplied)

8. The amount of Rs. 1,00,000/- awarded towards *pain and suffering* is inadequate in view of the judgment of Supreme Court in ***K.S. Muralidhar v. R. Subbulakshmi and Anr.*** 2024 SCC Online SC 3385, wherein it was observed that ‘*pain and suffering*’ cannot be captured by any fixed definition, drawing on legal, medical, and philosophical sources to emphasise its deeply subjective and life-altering nature. It recognised that translating such profound human loss into money is an inherently artificial exercise, yet courts must ensure fairness, consistency, and sensitivity to the victim’s lifelong



deprivation. The Court stressed that in cases of severe or 100% disability, compensation must meaningfully reflect the permanent rupture in the victim's physical, emotional, and existential well-being. Relevant paragraphs are extracted as under:

“13. While acknowledging that ‘pain and suffering’, as a concept escapes definition, we may only refer to certain authorities, scholarly as also judicial wherein attempts have been made to set down the contours thereof.

13.1 The entry recording the term ‘pain and suffering’ in P. Ramanatha Iyer's Advanced Law Lexicon² reads as under:—

***“Pain and suffering.** The term ‘Pain and suffering’ mean physical discomfort and distress and include mental and emotional trauma for which damages can be recovered in an accident claim.*

This expression has become almost a term of art, used without making fine distinction between pain and suffering. Pain and suffering which a person undergoes cannot be measured in terms of money by any mathematical calculation. Hence the Court awards a sum which is in the nature of a conventional award [Mediana, The, [1900] A.C. 113, 116]”

...

13.5 In determining non-pecuniary damages, the artificial nature of computing compensation has been highlighted in Heil v. Rankin¹⁶, as referred to in Attorney General of St. Helenav. AB¹⁷ as under:—

“23. This principle of ‘full compensation’ applies to pecuniary and non-pecuniary damage alike. But, as Dickson J indicated in the passage cited from his judgment in Andrews v. Grand & Toy Alberta Ltd., 83 DLR (3d) 452, 475-476, this statement immediately raises a problem in a situation where what is in issue is what the appropriate level of ‘full



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compensation' for non-pecuniary injury is when the compensation has to be expressed in pecuniary terms. There is no simple formula for converting the pain and suffering, the loss of function, the loss of amenity and disability which an injured person has sustained, into monetary terms. Any process of conversion must be essentially artificial. Lord Pearce expressed it well in H West & Son Ltd. v. Shephard, [1964] A.C. 326 when he said:

'The court has to perform the difficult and artificial task of converting into monetary damages the physical injury and deprivation and pain and to give judgment for what it considers to be a reasonable sum. It does not look beyond the judgment to the spending of the damages.'

24. The last part of this statement is undoubtedly right. The injured person may not even be in a position to enjoy the damages he receives because of the injury which he has sustained. Lord Clyde recognised this in Wells v. Wells, [1999] A.C. 345, 394H when he said: 'One clear principle is that what the successful plaintiff will in the event actually do with the award is irrelevant.'

...

14. In respect of 'pain and suffering' in cases where disability suffered is at 100%, we may notice a few decisions of this Court:—

14.1 In R.D Hattangadi v. Pest Control (India) (P) Ltd. It was observed:

"17. The claim under Sl. No. 16 for 'pain and suffering' and for loss of amenities of life under Sl. No. 17, are claims for non-pecuniary loss. The appellant has claimed lump sum amount of Rs. 3,00,000 each under the two heads. The High Court has allowed Rs. 1,00,000 against the claims of Rs. 6,00,000. When compensation is to be awarded for 'pain and suffering' and loss of amenity of life, the



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special circumstances of the claimant have to be taken into account including his age, the unusual deprivation he has suffered, the effect thereof on his future life. The amount of compensation for non-pecuniary loss is not easy to determine but the award must reflect that different circumstances have been taken into consideration. According to us, as the appellant was an advocate having good practice in different courts and as because of the accident he has been crippled and can move only on wheelchair, the High Court should have allowed an amount of Rs. 1,50,000 in respect of claim for 'pain and suffering' and Rs. 1,50,000 in respect of loss of amenities of life. We direct payment of Rs. 3,00,000 (Rupees three lakhs only) against the claim of Rs. 6,00,000 under the heads "‘pain and suffering’" and "Loss of amenities of life".

14.2 This Judgment was recently referred to by this Court in *Sidram v. United India Insurance Company Ltd* reference was also made to *Karnataka SRTC v. Mahadeva Shetty* (irrespective of the percentage of disability incurred, the observations are instructive), wherein it was observed:

"18. A person not only suffers injuries on account of accident but also suffers in mind and body on account of the accident through out his life and a feeling is developed that his no more a normal man and cannot enjoy the amenities of life as another normal person can. While fixing compensation for pain and suffering as also for loss of amenities, features like his age, marital status and unusual deprivation he has undertaken in his life have to be reckoned..."

(emphasis added)

9. In light of the observations of the Supreme Court noted above, this Court is of the opinion that, considering this is a case of 100% functional disability, the compensation granted for *pain and suffering* at Rs. 1,00,000/- is



enhanced to Rs. 2,50,000/-.

10. Further, compensation for *loss of amenities* granted at Rs. 1,00,000/- is enhanced to Rs. 2,50,000/- basis the decision of Supreme Court in **KSRTC v. Mahadeva Shetty**, (2003) 7 SCC 197, wherein as regards *loss of amenities of life* it was noted as under:

“18. A person not only suffers injuries on account of accident but also suffers in mind and body on account of the accident throughout his life and a feeling is developed that he is no more a normal man and cannot enjoy the amenities of life as another normal person can. While fixing compensation for pain and suffering as also for loss of amenities of life, features like his age, marital status and unusual deprivation he has undertaken in his life have to be reckoned.”

(emphasis supplied)

11. Also, since the injured was only 17 ½ years on the date of accident, the compensation for *marriage prospects* ought to be taken at Rs. 2,50,000/- as well.

12. As regards the compensation given to *Saurabh Sehgal*, it is noted that a lump sum compensation of Rs.1,50,000/- was awarded on various accounts, on which the Court does not find any reason to reduce the same.

13. Compensation as regards *Nitin Sehgal* in MAC APP 1019/2014 is re-computed as under:

S. no.	Heads of Compensation	Awarded by tribunal	Awarded by the Court
Pecuniary Loss			
1.	Medicine and Treatment (A)	Rs. 1,71,708/-	Rs. 1,71,708/-
2.	Expenditure on special diet (B)	Rs. 10,000/-	Rs. 10,000/-
3.	Expenditure of conveyance (C)	Rs. 10,000/-	Rs. 10,000/-



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4.	Income of injured per month (E)	Rs. 3,358/-	Rs. 3,358/-
5.	Future prospects @ 40% (F)	Rs. 1,679/-	Rs. 1,343/-
6.	Functional disability (H)	100%	100%
7.	Multiplier (I)	18	18
8.	Loss of future income [(E+F) x 12 x H x I]= J	Rs. 10,87,992/-	Rs. 10,15,416/-
Non-pecuniary loss			
9.	Pain and suffering (K)	Rs. 1,00,000/-	Rs. 2,50,000/-
10.	Loss of Amenities of Life (M)	Rs. 1,00,000/-	Rs. 2,50,000/-
11.	Disfigurement (N)	Rs. 1,00,000/-	Rs. 1,00,000/-
12.	Loss of matrimonial prospects (O)	Rs. 1,00,000/-	Rs. 2,50,000/-
13.	Total	Rs. 16,79,700/-	Rs. 20,57,124
14.	Interest	9%	9%

14. For the aforesaid reasons, the compensation is enhanced by Rs. 3,77,724/-

15. *Vide* order dated 15th January 2015, this Court directed that 75% of the award amount deposited before the Tribunal be released in favour of the claimant in terms of the order of the Tribunal. The balance 25% of the compensation amount was held to be kept in FDR subject to the orders of this Court. It is directed that balance amount deposited before the Tribunal be released in favour of the claimant as per the directions of the Tribunal.

16. Enhanced amount along with 9% interest per annum from the date of filing the petition shall be deposited before MACT within a period of four weeks. Enhanced amount, along with accrued interest, shall be kept in Fixed Deposit Receipts (**FDRs**) of Rs. 10,000/- each for periods of 1 month, 2



months, 3 months and so on, in succession as maybe calculated. Interest accruing on said FDRs shall be credited to the designated Savings Bank Account of claimant. The amount of FDRs on maturity would be released to the Savings Bank Account of claimant upon due verification.

17. Accordingly, the appeals stand disposed of in above terms. Pending applications, if any, are rendered infructuous.

18. Statutory deposit be refunded to the Insurance Company.

19. Judgment be uploaded on the website of this Court.

(ANISH DAYAL)
JUDGE

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