



IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
BENCH AT AURANGABAD

FIRST APPEAL NO.1054 OF 2012  
WITH CIVIL APPLICATION NO.10108 OF 2011 IN FA/1054/2012

New India Assurance Company Ltd.,  
Aurangabad, Through its Divisional  
Manager, Adalat Road, Aurangabad. ..Appellant  
(Org. Respondent No.2)

Versus

1. Gauri W/o Anil Pampatwar  
Age: 31 years, Occu.: Household,  
R/o. Lakmanya Nagar, Parbhani,  
District Parbhani.
2. Mranali D/o. Anil Pampatwar  
Age: 12 years, Occu. Education,
3. Tanvi D/o Anil Pampatwar  
Age: 7 years, Occu.: Nil,  
(Respondent nos.2 & 3 are minors  
U/g of their real mother respondent no.1)
4. Premilabai W/o. Anantrao Pampatwar  
Age: 63 years, Occu.: Household,  
R/o. As above.
5. Hamid S/o Mehandibhai Nathan  
Age: Major, Occu.: Business,  
R/o. Nathani Collection,  
Old Mondha, Parbhani,  
District Parbhani.

..Respondents  
(Respdt.Nos.1 to 4 – Org. Claimants  
Respdt. No.5 – Org. Respdt.No.1)

.....

Advocate for Appellant : Mr.S.R.Bodade  
Advocate for Respondent No.1 to 4 : Mr.Ashish Deshmukh  
Advocate for Respondent No.5 : Mr.G.S.Rane

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**WITH  
FIRST APPEAL NO.1056 OF 2012  
WITH CIVIL APPLICATION NO.10716 OF 2011 IN FA/1056/2012**

New India Assurance Company Ltd.,  
Aurangabad, Through its Divisional  
Manager, Adalat Road, Aurangabad. ..Appellant  
(Org. Respondent No.2)

Versus

1. Surekha W/o Sanjay Choudhary  
Age: 32 years, Occu.: Household,  
R/o. Bori, Taluka Jintur,  
District Parbhani.
2. Shubham S/o Sanjay Choudhary  
Age: 12 years, Occu.: Education,
3. Sumit S/o Sanjay Choudhary  
Age: 10 years, Occu.: Nil,  
  
(Respondent Nos.2 and 3 are minors  
U/g of their real mother respondent No.1)
4. Shivdasrao S/o Namdeorao Choudhary  
Age: 65 years, Occu.: Agri.,  
R/o. : As above.
5. Shantabai W/o Shivdasrao Choudhary  
Age: 60 years, Occu.: Household,  
R/o. As above.
6. Hamid S/o Mehandibhai Nathani  
Age; Major, Occu.: Business,  
R/o. Nathani Collection,  
Old Mondha, Parbhani,  
District Parbhani.

..Respondents  
(Respdt.Nos.1 to 5 – Org. Claimants  
Respdt. No.6 – Org. Respdt.No.1)



.....

Advocate for Appellant : Mr.S.R.Bodade  
Advocate for Respondent Nos.1 to 5 : Mr.Vaibhav Pawar  
Advocate for Respondent No.6 : Mr.G.S.Rane

....

**CORAM : ABHAY S. WAGHWASE, J.**

**RESERVED ON : 20 APRIL, 2026**

**PRONOUNCED ON : 07 MAY, 2026**

**JUDGMENT :-**

1. Both the above referred appeals take exception to common judgment and award dated 15-01-2011 passed by learned Ex-Officio Member, MACT, Parbhani in MACP Nos.277 of 2006 and 280 of 2006, which were instituted by legal heirs of deceased respectively.

**BRIEF FACTS OF THE CASE**

2. The brief snapshot of claimants' case before Tribunal is that, on 04-08-2006, deceased Sanjay Choudhari, deceased Anil Pampatrao and others were travelling in Scorpio Jeep bearing No.MH-22 K-7777 from Parbhani towards Mahabaleshwar to attend a Seminar. On 05-08-2006 at around 05:00 a.m., near the bridge of Mandave Shivar, due to rash and negligent driving of driver of vehicle owned by original respondent no.1 Hamid, the said Jeep turned turtle and toppled. Sanjay, Anil and other incumbents of the vehicle, suffered



grievous injuries. Sanjay and Anil succumbed to the fatal injuries. Crime was registered against driver of the Scorpio Jeep at Natepute Police Station, Tq.Malshiras, Dist.Solapur. Therefore, legal heirs of Sanjay and Anil set up distinct claim petitions under Section 166 of the Motor Vehicles Act seeking compensation.

Both claim petitions were resisted by both respondent no.1/owner of the vehicle as well as respondent no.2/vehicle insurer by filing written statements. Learned Tribunal appreciated the oral and documentary evidence adduced by the parties and by common judgment and award dated 15-01-2011, partly allowed the claim petitions.

Getting dissatisfied by the same, original respondent no.2 Insurance Company come up in appeal.

### **SUBMISSIONS**

#### **On behalf of Appellant Insurance Company :**

3. Mr.Bodade, learned counsel for the appellant has placed on record written notes of arguments and common grounds in each of the appeals are that false claim is set up, secondly negligence and rashness on the part of driver of the Jeep to be not substantiated, thirdly, excess passengers were being carried, fourthly inspite it being a private vehicle, passengers were paid passengers and therefore,



there was breach of conditions of the Policy. Findings of learned Tribunal are also criticized for partly allowing claim petitions in absence of cogent and reliable evidence on the points of age and business income. He submits that, there is failure of learned Tribunal to appreciate the oral evidence adduced by the Insurance Company. Several citations, which are given below, are also relied in support of its contention :

- (a) *Amrit Paul Singh and Anr. v. Tata AIG General Insurance Co.Ltd. And Ors., 2018 SCC Online SC 5648.*
- (b) *Oriental Fire and General Insurance Co., Solapur v. Hirabai Vithal Nikam and Others, 1988 Mh.L.J.317.*
- (c) *United India Insurance Co. Ltd., v. Ratna Popat Patil and Another, 2011 (2) Bom.C.R. 711.*
- (d) *Oriental Insurance Company Ltd. and Ors. v. Mookambka C/o. Rajanna and Ors., 2011 STPL 23713 Karnataka.*
- (e) *Bajaj Allianz General Insurance Company Ltd. v. Deoram s/o Shivram Jadhav and Others, 2018 (2) Mh.L.J., 101*
- (f) *New India Assurance Company Ltd. v. Suman Bhaskar Pawar and Others, 2010(2) Mh.L.J., 177.*
- (g) *National Insurance Co. Ltd., v. Challa Upendra Rao and Others (2004) 8 SCC 517.*
- (h) *Machindranath Kernath Kasar v. D.S.Mylarappa and Ors., AIR 2008 SC 2545.*

**On behalf of Respondent nos.1 to 4 (original claimants) in FA/1054/2012 :**

4. These respondent nos.1 to 4/original claimants had instituted MACP No.280 of 2006 on account of demise of Anil Pampatwar in the same accident. Learned counsel for these claimants also justifies



and supports the findings of the learned Tribunal to the extent of policy to be comprehensive policy. That, incumbent deceased travelling in a private Jeep in the capacity of friend of owner of Jeep and not in the capacity of fare paying passenger. Learned counsel also justifies the order of learned Tribunal directing Insurance Company to pay compensation.

However, these respondent nos.1 to 4/original claimants are primarily dissatisfied by quantum awarded by learned Tribunal and it is their case that though there is no cross appeal or objection, in view of settled law in the case of *Nagappa v. Gurudayal Singh and Others*, (2003) 2 SCC 274, and *Jitendra Khimshankar Trivedi and Ors. v. Kasam Daud Kumbhar and Others*, (2015) 4 SCC 237, including appeals decided by this Court, copies of which are placed on record, respondent nos.1 to 4/original claimants are entitled for just compensation as grossly inadequate compensation has been granted in spite of deceased being a Tax payer and paying income tax regularly.

It is pointed out that, even there is error on the part of learned Tribunal in not granting compensation under the head of consortium as laid down in the case of *Magma General Insurance v. Nanu Ram @ Chuhru Ram*, 2018 (18) SCC 130, as well as future prospects as



directed by the Hon'ble Apex Court in the case of *National Insurance Co.Ltd., v. Pranay Sethi and Others, 2017 (16) SCC 680*. Fault is also found on the part of learned Tribunal in applying wrong multiplier. For above reasons, in absence of cross- appeal, quantum urged to be enhanced.

**On behalf of Respondent nos.1 to 5 (original claimants) in FA/1056/2012 :**

5. Written notes of arguments are also tendered by learned counsel for respondent nos.1 to 5/original claimants, wherein it is contended that, there was comprehensive/package policy of which there is no denial and therefore, each of the incumbents of the vehicle was liable to be indemnified. That, Insurance Company failed to discharge its burden of proving that vehicle was used for carrying paid passengers and there to be no evidence in that regard. It is asserted that only eight passengers were travelling in the Jeep at the time of incident and therefore, Insurance Company failed to demonstrate that excess passengers been carried. It is submitted that, more particularly, Insurance Company had satisfied own damaged claim and amount is already paid to the owner in pursuance to judgment and order dated 16-02-2015 passed by the learned Member, National Commission in Revision Petition No.1299



of 2009.

6. Criticizing the oral evidence, it is submitted that, RW1 Investigator's report is false and merely tailored to suit the case of Insurance Company. That, no witnesses, whose statements are allegedly recorded, are examined and moreover, this witness has admitted that statements of driver and owner were not recorded of which adverse inference needs to be drawn and even Insurance Company failed to show that there was any breach of conditions for want of driving licence.

It is further submitted that, as per decision of the Hon'ble Apex Court in the case of *Magma General Insurance* (supra), an amount of Rs.40,000/- each needs to be granted towards consortium and as per decision of the Hon'ble Apex Court in the case of *Pranay Sethi and Others* (supra), appropriate amount towards future prospects is also required to be granted. For all above reasons, appeals are sought to be dismissed for want of merits.

In support of his submissions, learned counsel relied on following rulings :

- (a) *United India Insurance Company Ltd. v. K.M.Poonam & Others, 2015(15) SCC 297.*
- (b) *National Insurance Company Ltd. Versus Baljit Kaur & Others, 2004 (5) All M.R. 238.*



- (c) *National Insurance Company Ltd. v. Veena & Others, 2017 DGLS (Bom) 1842.*
- (d) *Rambhau Awadut Gawai and Others v. Shivrul Salikram Belsare and Another, 2020 DGLS (Bom) 404.*
- (e) *Manuara Khatun and Others v. Rajesh Kumar Singh and Others, 2017 DGLS (SC) 185.*
- (f) *New India Assurance Company Ltd. v. Ramesh, 2017 DGLS (Bom.) 2240.*

**On behalf of owner of vehicle (Respondent no.5 in FA/1054/2012 and Respondent No.6 in FA/1056/2012) :**

7. Owner of the vehicle, which met accident, has also preferred distinct appeal dissatisfied by grant of compensation with further directions to pay the same jointly and severally. Learned counsel for owner of vehicle would submit that learned Tribunal failed to appreciate the evidence in its correct perspective. He justifies and supports impugned judgment and award and thereby contends that there is no merit in the appeals of Insurance Company and prays to dismiss the appeals.

8. Re-appreciated evidence adduced before the learned Tribunal.

**APPRECIATION OF EVIDENCE BEFORE TRIAL COURT**

**I) Evidence in MACP No.280 2006**

**On behalf of original Claimants :**

9. Wife of deceased Anil namely Gauri has deposed at exh.23 contending that her husband in the company of Sanjay, Shivaji,



Murlidhar, Dilip and Kukreja were travelling from Parbhani to Mahabaleshwar in Scorpio Jeep bearing No.MH-22 K-7777. That, on 05-08-2006 at around 05:00 a.m., due to rash and negligent driving of the driver of Scorpio Jeep, the vehicle turned turtle in the vicinity of Mandave bridge causing injuries to incumbents including deceased. That, for the same, crime bearing no. 46 of 2006 for offence under Section 279, 304(A), 337, 338, 427 of the IPC was registered against Jeep Driver

10. According to her, at the time of accident, deceased was 32 years of age and was conducting business of electrical appliances and items and his earnings from such income was their source of livelihood. That, apart from earning of Rs.5,00,000/- per annum from said business, deceased also earned Rs.1,00,000/- from agricultural activity and under various heads claim to the tune of Rs.73,50,000/- was ascertained from respondents jointly and severally.

While under **cross-examination** by respondent no.2, she has stated that deceased husband has three brothers. That, all the brothers looked-after the business of electronics. That, electrical shop was run under the name as “Pandurang Electricals” and the said



shop is now closed. That, the brothers of her husband are residing separately and they are in the business of electronics. She admitted that except this business, her husband was not doing any other business. She stated that two Jeeps were proceeding towards Mahabaleshwar on the date of accident. That, her husband was doing business of electronics since 1990. Rest of the suggestions are denied.

While under **cross-examination** on behalf of respondent no.1, witness admitted that respondent no.1 was friend of her husband. Rest of the suggestions are denied.

11. **PW-2** Satyan Sitaram Gundalwar is Tax Consultant and he deposed at exh.29 that he runs M/s.S.R.Gundalwar and Company at Parbhani. That, they have prepared and filed returns of the “Pandurang Enterprises” since 7-8 years. He has identified the IT returns documents at exh.30 to 32, which bears signature of his father. He also identified IT returns documents at exh.33 to 35. He deposed that the net income of “Pandurang Enterprises” for FY 2004-05 was Rs.3,41,760/-. That, for FY 2005-06, net income was Rs.5,56,867/- and for FY 2006-07, net income was Rs.10,35,333/-.

While under **cross-examination** this witness admitted that



every balance sheets have signed by his father. He answered that, his father is alive. He answered that, it is individual assessment of proprietary firm. He answered that, tax returns are prepared and filed by his father. That, death of deceased Anil occurred on 05-08-2006. That, his father was preparing balance sheets of the said firm since 2001. That, he can file balance sheets since 2001 to 2004 of the 'Pandurang Enterprises'. He answered that returns for 2004-05 were filed in the life time of deceased Anil and returns for the year 2005 to 2007 were filed after death of deceased. He answered that they prepare the balance sheet as per the information given by the parties. He answered that all the balance sheets of the brother of deceased Anil are prepared by him. Rest all is denial.

**II) Evidence in MACP No.277 2006 :**

**On behalf of original Claimants :**

12. Wife of deceased Sanjay namely Surekha set up a case alleging accident of the vehicle occupied by her husband Sanjay with others during travel to Mahabaleshwar and their vehicle meeting accident on 05-08-2006 causing fatal injuries to her husband as a result of which he died and crime was registered against driver of the Jeep.

She further deposed that, deceased who was 33 years of age,



was in the business of electrical items and earned Rs.1,20,000/- per year along with agricultural income and thereby claim to the tune of Rs.10,00,000/- under distinct heads was claimed for.

While under **cross-examination** by respondent no.2, this witness answered that the electrical shop was run under the name as “Durga Electricals” at Bori and the said shop is now closed. She answered that, brothers of her husband reside separately and they are agriculturists. She answered that two Jeeps were proceedings towards Mahabaleshwar on the date of accident. She admitted that, various shop keepers were travelling in the Jeep and they all were friends. She answered that, except the shop, her husband was not owner of other property. She answered that, her husband was doing the business of electricals since 2002. Rest all is denial.

While under **cross-examination** by respondent no.1, witness admitted that respondent no.1 was friend of her husband. Rest is all denial.

**On behalf of Respondent no.2/Insurance Company :**

13. **RW-1** Kishan Sakharam Pohekar, witness no.1 for respondent no.2 is Investigator and at exh.28 he deposed that, he is retired from Police Department. That, Insurance Company has engaged him as



Investigator in the accident cases since last ten years. That, he was appointed to inquire about Jeep bearing no.MH-22 K-7777 involved in the accident. That, accordingly he collected papers. That, he recorded statements of six injured persons namely Murlidhar, Sanjay, Shivaji, Shivram, residents of Bori. That, he also recorded statements of Raghunath, Shamrao, resident of Barshi and Ganpatrao resident of Jintoor. He identified xerox copies of their statements at exh.29 to 35. He deposed that, it reveals from the statements recorded of injured that, these persons hired the offending Jeep for proceeding to pilgrimage Mahabaleshwar. That, 14 persons were travelling in said Jeep. That, the list of said persons are at exh.36. That, accordingly, he has prepared investigation report exh.37.

While under **cross-examination** on behalf of petitioner, he admitted that he has not obtained signatures of all injured persons on their statements in presence of Sarpancha and Police Patil of their village. Rest is all denial.

While under **cross-examination** on behalf of respondent no.1, witness answered that he has filed letter of his appointment. He answered that he has collected documentary evidence i.e. statement of witnesses to show that owner of the vehicle came at the spot of incident. Rest is all denial.



14. **RW-2** Ramgopal Madanlalji Darak, witness no.2 for respondent no.2, deposed at exh.38 that he is Branch Manager of New India Insurance Company since last five years. That, the Jeep involved in the accident was insured with their Insurance Company. That, nature of policy is “Private Car Policy” and it covers own damages and liability of ‘Third Party’, P.A. for Rs.1,00,000/- each of eight unnamed passengers and liability of driver under W.C.Act. That, unlimited liability of passengers of the offending Jeep is not covered under the Policy. That, P.A. means ‘Personal Accident’ and it covers death and 100% permanent disability. That, in such circumstances, Insurance Company is liable to pay Rs.1,00,000/- maximum only. That, the original Policy is handed over to the insurer (owner of the offending Jeep) and he has filed office copy of the same, which he identified at exh.39. That, company is not responsible for unlimited liability to pay compensation.

While under **cross-examination** on behalf of petitioner, witness admitted that, prior to issuing insurance policy, he has obtained proposal form and he is ready to file the same. He answered that T.P means third party premium and Insurance Company had taken Rs.700/- as T.P. He answered that as per T.P, it creates unlimited



liability as far as third party is concerned. He admitted that Rs.400/- is taken as IMT i.e. Indian Motor Tariff. He admitted that, it is comprehensive policy. He answered that, policy covers for any person other than hire and reward. Rest is all denial.

### **ANALYSIS**

15. On re-appreciation of the evidence primarily taking into account testimony of respondents/claimants/legal heirs of deceased Sanjay Choudhary and deceased Anil Pampatwar, and also in the light of availability of FIR, spot panchanama, inquest panchanama, and the fact that vehicle toppled without involvement of other vehicle, there is no hesitation to hold that, Scorpio vehicle met with an accident and there was negligence on the part of driver of the said vehicle. Therefore, findings to that extent reached at by learned Tribunal cannot be faulted at.

16. Here, appeals are primarily and fundamentally preferred on the ground that, as excess passengers than permitted were travelling, there was breach of policy condition and moreover, injured and deceased being fare paying passengers, in spite of vehicle being a private Jeep, also there was breach of policy condition, on both above counts, Insurance Company was not liable.



After considering the evidence of witnesses adduced by appellant Insurance Company, more particularly, PW2 who was a Branch Manager, it is noticed that he has candidly admitted that policy drawn of the vehicle was comprehensive policy.

It would be profitable to refer and rely on the case of ***National Insurance Company Ltd. v. Balakrishnan and Anr.***, AIR 2013 SC 473, the Hon'ble Apex Court and relevant paragraph is as under :

*"21. In view of the aforesaid factual position, there is no scintilla of doubt that a "comprehensive/package policy" would cover the liability of the insurer for payment of compensation for the occupant in a car. There is no cavil that an "Act Policy" stands on a different footing from a "Comprehensive/Package Policy". As the circulars have made the position very clear and the IRDA, which is presently the statutory authority, has commanded the insurance companies stating that a "Comprehensive/Package Policy" covers the liability, there cannot be any dispute in that regard. We may hasten to clarify that the earlier pronouncements were rendered in respect of the "Act Policy" which admittedly cannot cover a third party risk of an occupant in a car. But, if the policy is a "Comprehensive/Package Policy", the liability would be covered. These aspects were not noticed in the case of Bhagyalakshmi (2009 AIR SCW 5325) (supra) and, therefore, the matter was referred to a larger Bench. We are disposed to think that there is no necessity to refer the present matter to a larger Bench as the IRDA, which is presently the statutory authority, has clarified the position by issuing circulars which have been reproduced in the judgment*



*by the Delhi High Court and we have also reproduced the same.”*

Consequently, in the light of above discussion, here, there being no convincing or conclusive evidence to show that both deceased were travelling in the capacity of paid passengers, submission raised before this Court that appellant Insurance Company is not liable, cannot be allowed and sustained. Policy being comprehensive one, Insurance Company cannot evade or escape liability, more particularly when Insurance Company in support its contention of excess passengers being carried than permissible, has not adduced evidence of either driver or of the owner and therefore, Insurance Company failed to discharge its burden. Witness of Insurance Company RW1, who was none other Investigator, has admitted that no statements were recorded to ascertain that occupants of the vehicle had paid charges or not. For above reasons, the above ground raised by appellant Insurance Company has no force.

17. As regards to grant of compensation is concerned, except stating that there was excess compensation and there to be no evidence, it is not demonstrated as to how it is excess and for what reason, as there is nothing brought on record.



18. Learned counsel for appellant Insurance Company has relied on as many as eight Judgments of Hon'ble Apex Court, this Court, but how the same are useful to the appellant has not been clarified or elaborated so as to take recourse to the same. Merely a bunch of citations has been tendered across the bar.

19. Mr.Deshmukh, learned counsel for respondent nos.1 to 4/original claimants in First Appeal No.1054 of 2012, submits that the learned Tribunal has not appreciated the oral and documentary evidence in its correct perspective and granted meager compensation to the claimants. He submits that, in view of the decision of the Hon'ble Apex Court in the cases of *Nagappa* (supra) and *Jitendra Khimshankar Trivedi and Ors.* (supra), in absence of cross-appeal or objection, this Court can grant just compensation to meet ends of justice.

He invited attention of this Court to the Income Tax Return (ITR) documents of deceased Anil filed at exh.33, 34 and 35 and also to the evidence of PW2 Tax Consultant and submits that the said documents may be taken into account for considering the income of deceased Anil.

Having gone through said documentary evidence at exh.33, 34



and 35, it is clear that there are ITR documents for the period 2004-2005, 2005-2006 and 2006-2007. It is noticed that ITR 2006-2007 is post occurrence and therefore, cannot be relied. There is no denial that deceased Anil was conducting business of sale of electrical and electronic appliances. Here, there is evidence of PW2 Tax Consultant, which lends support to the case of respondent nos.1 to 4/claimants about nature of business conducted by deceased Anil. The date of incident is 05-08-2006, therefore, ITR document at exh.33 can safely be considered. It is emerging that, the income of deceased Anil for the year 2004-2005 and for the year 2005-2006 is not similar and rather it is fluctuating. Deceased Anil was carrying out business of supply of electricals though jointly with his brothers but his wife has answered in cross-examination that they resided separately. ITR documents also stand in the name of deceased Anil. While conducting business, sometimes, there is more business and sometimes, there is less business or no business. Business income is admittedly fluctuating every year. Here, therefore, it would be appropriate to consider average income of deceased Anil as Rs.2,00,000/- per annum and to further make it a base for deriving monthly income i.e. approximately Rs.16,667/-.

Though in the evidence, it is deposed by the claimant Gauri



that deceased Anil was earning Rs.1,00,000/- from agricultural activity, there is no distinct evidence on record to that extent.

20. Mr.Pawar, learned counsel for respondent nos.1 to 5 (original claimants) in First Appeal No.1056 of 2012, merely submits that as per the settled law, the claimants are entitled for amount towards future prospects as well as Rs.40,000/- each towards consortium.

21. This Court is of the opinion that, as per the decision of the Hon'ble Apex Court in the case of *Magma General Insurance* (supra) and *Pranay Sethi and Others* (supra), the claimants in both these appeals are entitled for enhancement in compensation i.e. Rs.40,000/- each towards consortium and Rs.15,000/- each towards funeral expenses and loss of estate. Apart from this, the claimants are also entitled for amount of 40% of established income towards future prospects.

As per law laid down by the Hon'ble Apex Court in *Sarla Verma (Smt) and Others v. Delhi Transport Corporation and Another*, (2009) 6 SCC 121, the multiplier applied by the learned Tribunal is correct.

In view of above discussion, the calculation of compensation in



both these appeals are as under :

**First Appeal No.1054 of 2012 (MACP No.280 of 2006) :**

Sr. No.	Particulars (Rs.)	Amount (Rs.)
1	Annual Income = 2,00,000	2,00,000
2	Add Future prospects 40% = 2,00,000 + 80,000	2,80,000
3	Amount after 1/4th deduction towards personal expenses (2,80,000 – 70,000)	2,10,000
4	Multiplier of 16 (2,10,000 x 16)	33,60,000
5	Non-pecuniary Losses : A) Loss of consortium (40,000 x 4) = Rs.1,60,000 B) Loss of Estate = Rs.15,000 C) Funeral Expenses = Rs.15,000	1,90,000
6	Total Compensation to be paid	35,50,000
7	Less – Compensation awarded by Tribunal	18,85,000
	<b>Total enhanced amount of compensation</b>	<b>16,65,000</b>

**First Appeal No.1056 of 2012 (MACP No.277 of 2006) :**

Sr. No.	Particulars (Rs.)	Amount (Rs.)
1	Annual Income = 60,000	60,000
2	Add Future prospects 40% = 60,000 + 24,000	84,000
3	Amount after 1/4th deduction towards personal expenses (84,000 – 21,000)	63,000
4	Multiplier of 16 (63,000 x 16)	10,08,000
5	Non-pecuniary Losses : A) Loss of consortium (40,000 x 5) = Rs.2,00,000 B) Loss of Estate = Rs.15,000 C) Funeral Expenses = Rs.15,000	2,30,000
6	Total Compensation to be paid	12,38,000
7	Less – Compensation awarded by Tribunal	8,05,000
	<b>Total enhanced amount of compensation</b>	<b>4,33,000</b>

**SUMMATION**

22. To sum up, as discussed above, there is no need to interfere in



the appeals filed by the appellant Insurance Company, therefore, the same deserve to be rejected. However, in view of above discussion, the original claimants in both the appeals are entitled for the enhanced compensation as per the calculations made above. Accordingly, following order is passed :

### ORDER

- I. Both First Appeals filed by appellant Insurance Company stand dismissed.
- II. Impugned judgment and award dated 15-01-2011 passed by the Ex-Officio Member, MACT, Parbhani in MACP Nos.277 of 2006 and 280 of 2006 stands modified.
- III. The original claimants in MACP No.277 of 2006 are entitled for enhanced compensation of **Rs.4,33,000/-** along with interest @ 9% per annum from the date of petition till the date of realization of the amount.
- IV. The original claimants in MACP No.280 of 2006 are entitled for enhanced compensation of **Rs.16,65,000/-** along with interest @ 9% per annum from the date of petition till the date of realization of the amount.
- V. Original Respondent no.2/Insurance Company to pay enhanced compensation amount of **Rs.4,33,000/-** to original claimants in MACP No.277 of 2006 and to pay enhanced compensation amount of **Rs.16,65,000/-** to original claimants in MACP No.280 of 2006 within 12 weeks from today along



with interest @ 9% per annum from the date of registration of claim petitions till its realization.

- VI. The enhanced amount of compensation be distributed/paid to the original claimants as per apportionment indicated by the learned Tribunal in its Judgment and award dated 15-01-2011.
- VII. Rest of the award of the learned Tribunal is maintained.
- VIII. Appellant Insurance Company to deposit the amount of enhanced compensation along with interest thereon in this Court.
- IX. On deposit of amount by the Insurance Company, original claimants are permitted to withdraw the enhanced compensation amount as well as amount lying in this Court, if any, along with interest accrued thereon, if any.
- X. Modified award be prepared accordingly.
- XI Claimants to pay Court fees on enhanced compensation as per Rules.
- XII. The Appeals are disposed of in above terms.
- XIII. Pending Civil Applications are also disposed of.

( ABHAY S. WAGHWASE )  
JUDGE