



NC: 2026:KHC:31151-DB
MFA No. 5646 of 2015
C/W MFA No. 8670 of 2015

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

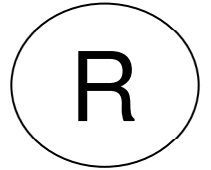
DATED THIS THE 23RD DAY OF JUNE, 2026

PRESENT

HON'BLE MR. JUSTICE JAYANT BANERJI

AND

HON'BLE MS. JUSTICE TARA VITASTA GANJU



MISCELLANEOUS FIRST APPEAL NO.5646 OF 2015(MV-D)

C/W

MISCELLANEOUS FIRST APPEAL NO.8670 OF 2015(MV-D)

IN MFA No. 5646/2015

BETWEEN:

ORIENTAL INSURANCE CO. LTD.,
#1183, I FLOOR, 26TH MAIN ROAD,
9TH BLOCK, JAYANAGAR, BENGALURU,
NOW REPRESENTED BY ITS
REGIONAL MANAGER,
ORIENTAL INSURANCE CO. LTD.,
REGIONAL OFFICE, # 44/45,
LEO SHOPPING COMPLEX,
RESIDENCY ROAD, BENGALURU-560 025.

...APPELLANT

(BY SRI. A.N.KRISHNA SWAMY., ADVOCATE)

AND:

1. SHAIK TOUSEEF AHMED
S/O SHAIK NISAR AHMED,
NOW AGED ABOUT 17 YEARS,
2. SHAIK TANZEEL AHMED
S/O SHAIK NISAR AHMED,
NOW AGED ABOUT 16 YEARS,

BOTH ARE R/A NO.120, 3RD CROSS,
II MAIN, JHBCS LAYOUT, BENGALURU,



BOTH THE RESPONDENTS HEREIN SINCE MINORS
REPRESENTED BY THEIR UNCLE
(ELDER BROTHER-IN-LAW OF THE DECEASED),
SRI.SYED MUSTAQ AHMED,
S/O LATE ALI HYDER,
NOW AGED ABOUT 63 YEARS,
R/A NO.120, 3RD CROSS, II MAIN,
JHBCS LAYOUT, BENGALURU.

3. SHAIK NISAR AHMED
S/O S.KHASIM MAJOR,
NO.4109, 26TH MAIN, 9TH BLOCK,
JAYANAGAR, BENGALURU-560 011.

...RESPONDENTS

(BY SRI. D.NAGARAJA REDDY., ADVOCATE FOR R1 & R2
V/O/D:17.07.2019-NOTICE TO R3 IS HELD SUFFICIENT)

THIS MFA FILED U/S 173(1) OF MV ACT AGAINST THE
JUDGMENT AND AWARD DATED 14.05.2015 PASSED IN MVC
NO.4817/2013 ON THE FILE OF THE COURT OF THE IX
ADDITIONAL SMALL CAUSES JUDGE & XXXIV ACMM, COURT OF
SMALL CAUSES, MEMBER, ADDITIONAL MACT-7, BANGALORE,
AWARDING COMPENSATION OF RS.16,06,020/- WITH INTEREST
@ 6% P.A FROM THE DATE OF PETITION TILL PAYMENT.

IN MFA NO. 8670/2015 :

BETWEEN:

1. SHAIK TOUSEEF AHMED
AGED ABOUT 17 YEARS,
S/O.SHAIK NISAR AHMED,
2. SHAIK TANZEEL AHMED
AGED ABOUT 16 YEARS,
S/O SHAIK NISAR AHMED,

BOTH ARE RESIDING AT
NO. 120, 3RD CROSS,
II MAIN, JHBCS LAYOUT, BANGALORE.



NC: 2026:KHC:31151-DB
MFA No. 5646 of 2015
C/W MFA No. 8670 of 2015

APPELLANTS ARE SINCE MINORS
REPRESENTED BY THEIR UNCLE
(ELDER BROTHER-IN-LAW OF THE DECEASED),
MR.SYED MUSTAQ AHMED,
AGED ABOUT 63 YEARS,
S/O.LATE ALI HYDER,
R/A.NO.120, 3RD CROSS,
II MAIN, JHBCS LAYOUT,
BENGALURU-560 047.

...APPELLANTS

(BY SRI. D.NAGARAJA REDDY., ADVOCATE)

AND:

1. THE ORIENTAL INSURANCE CO. LTD.,
NO.1183, I FLOOR, 26TH MAIN ROAD,
9TH BLOCK, JAYANAGAR,
BENGALURU-560 025.
2. MR. SHAIK NISAR AHMED
MAJOR,
S/O.S.KHASIM,
R/A. NO.4109, 26TH MAIN,
9TH BLOCK, JAYANAGAR,
BENGALURU-560 041.

...RESPONDENTS

(BY SRI. A.N.KRISHNASWAMY., ADVOCATE FOR R1;
V/O/D : 05.04.2016, NOTICE TO R2 IS DISPENSED WITH)

THIS MFA FILED U/S 173(1) OF MV ACT AGAINST THE JUDGMENT
AND AWARD DATED 14.05.2015 PASSED IN MVC NO.4817/13 ON
THE FILE OF THE 9TH ADDITIONAL SMALL CAUSES JUDGE & 34TH
ACMM, COURT OF SMALL CAUSES, MEMBER, MACT-7,
BENGALURU, PARTLY ALLOWING THE CLAIM PETITION FOR
COMPENSATION AND SEEKING ENHANCEMENT OF
COMPENSATION.



THESE APPEALS HAVING BEEN RESERVED FOR JUDGMENT ON **05.06.2026**, COMING ON FOR PRONOUNCEMENT OF JUDGMENT, THIS DAY, **HON'BLE MS. JUSTICE TARA VITASTA GANJU** WAS PRONOUNCED THE FOLLOWING:

CORAM: HON'BLE MR. JUSTICE JAYANT BANERJI
&
HON'BLE MS. JUSTICE TARA VITASTA GANJU

CAV JUDGMENT

(PER: HON'BLE MS. JUSTICE TARA VITASTA GANJU)

1. These appeals have been filed seeking to challenge the Judgment and Award dated 14.05.2015, in M.V.C.No.4817/2013, passed by the IX Additional Small Causes and Addl. MACT, Bangalore (hereinafter referred to as 'the Impugned Award'). By the Impugned Award, the learned Tribunal has awarded compensation to the appellants/claimants in a sum of Rs.16,06,020/- along with interest at 6% per annum from the date of the petition till its realisation.

2. While MFA No.5646/2015 has been filed by the insurer of the car bearing Registration No.KA-04-ME-1577, challenging the liability as well as the compensation awarded by the learned Tribunal, M.F.A.No.8670/2015, has



been filed by the claimants seeking enhancement of the compensation awarded by the learned Tribunal.

3. These appeals were disposed of by this Court on 22.01.2021, dismissing the appeal of the Insurance Company and allowing the appeal of the claimants.

3.1 Thereafter, by order of this Court dated 11.02.2021, a typographical error in mentioning the appeal number was directed to be corrected.

4. Subsequently, on 31.01.2022, appellants/claimants filed an application being I.A.No.1/2022 in MFA No.8670/2015, under Section 152 of the Code of Civil Procedure, 1908 (hereinafter referred to as the 'CPC'), seeking to correct some errors in the calculation. In that, it was stated that while calculating compensation towards 'loss of dependency', though the Court had held that 1/3rd of the 'personal expenses' of the deceased ought to be deducted towards personal expenditure, due to a typographical error, the said 1/3rd deduction had not been made in the final calculation. Further, the 'medical



expenses' that were incurred by the claimants had not been added in the table of calculation. However, when the application, I.A.No.1/2022 came up for consideration before this Court on 11.03.2022, the entire judgment itself was recalled by the same Bench that had passed the judgment. Thus, the matter has been re-listed for hearing before this Court.

5. Briefly, the facts of the case are that on 23.06.2013, Mrs.Zubera Begum was traveling in a car bearing Registration No.KA-04-ME-1577, with her husband on Bengaluru-Hyderabad Highway. When the car reached Tamminayanipalli Village, Gorantla Mandalam, a cow suddenly crossed the road and the husband of Zubera Begum while attempting to avoid hitting the cow, swerved the vehicle to the left which resulted in the car falling into a ditch. The accident resulted in a head injury to Mrs.Zubera Begum who was shifted to Sagar Apollo Hospital, Bengaluru where she was an inpatient for nine days and thereafter succumbed to her injuries on 01.07.2013.



6. A claim petition was filed by the legal representatives / minor children of the deceased under Section 166 of the Motor Vehicles Act, 1988 (hereinafter referred to as the 'MV Act') claiming compensation of Rs.50,00,000/- from the insurer of the car. The minors were represented through their guardian, who was appointed by the learned Tribunal by its order dated 19.08.2014. It was stated in the claim petition that the deceased was 44 years old and was employed as a Junior Assistant at Amanath Co-operative Bank Limited and was drawing a salary of Rs.18,580/- per month.

6.1 The claim was contested by the appellant/Insurance Company, contending that the complaint was registered on 01.07.2013, that is, nine days after the date of the accident. It was further averred that the accident was not due to the cow coming across the road, but as a result of negligent driving by the husband of the deceased. It was however, not disputed that the car was insured by the Insurance Company.



7. Based on the pleadings and documents filed by the parties, the following issues were framed by the learned Tribunal:

"ISSUES

1. Whether the petitioners prove that, they are the dependents or legal representatives of deceased Smt. Zubera Begum.M?

2. Whether the Petitioners prove that the accident occurred due to the rash and negligent driving of the Tata Indica Car bearing Registration No.KA-04-ME-1577 by its driver and Smt. M. Zubera Begum died due to the injuries sustained in the accident?

3. Whether the petitioners are entitled for compensation? If so, how much and from whom?

4. What Order?"

8. The claimants examined their guardian as PW1 and one witness as PW2 and marked 19 documents in support of their case as Exhibits P1 to P19 including Exhibit-P1(FIR), Exhibit-P2 (Complaint), Exhibit-P5 (Charge-sheet), Exhibit-P6 (M.V.I. Report), Exhibit-P7 (Medical Bills), Exhibit-P14 (Affidavit showing Genealogical Tree), Exhibit-P18 (Salary Certificate) and Exhibit-P19 (Form No.16) and other relevant documents.8.1 The appellant/KSRTC had examined the assistant of the Insurance Company as RW-1



and marked Exhibits R1 to R5, including Exhibit-R1 (Authorisation Letter) and Exhibit-R2 (Insurance Policy).

9. Based on the oral and documentary evidence on record, the learned Tribunal held that the accident was due to the rash and negligent driving of the owner-cum-driver of the car, the husband of the deceased. Insofar as the claim for compensation is concerned, the learned Tribunal held that though the negligence was attributable to the driver, yet since the deceased was a passenger in the car, the learned Tribunal held that the claim petition under Section 166 of the MV Act is maintainable against the insurer of the car.

10. While quantifying the compensation, the learned Tribunal noticed the evidence of PW.2, who placed on record Ex.P.18, which is a Salary Certificate dated 10.01.2015 and the Pay Slip for the month of June, 2013, as well as Form No.16 in respect of the deceased. The learned Tribunal though noticed that the gross income of the deceased was Rs.18,580/- per month, yet considered the net income at Rs.13,400.55/- per month. The learned Tribunal directed



50% deduction towards the personal expenses of the deceased and taking into account the age of the deceased, applied the multiplier of '14' and awarded the compensation in the sum of Rs.16,06,020/- calculated as under:

Sl.No.	Heads under which compensation is awarded	Amount (In Rs.)
1	Loss of contribution to family fund	11,25,645/-
2	Loss of Love and affection	10,000/-
3	Actual Medical Expenses	4,45,375/-
4	Funeral Expenses	10,000/-
5	Expenses of transportation of dead body	5,000/-
6	Loss of Estate	10,000/-
	Total	16,06,020/-

10.1 The learned Tribunal thus awarded compensation of Rs.16,06,020/- with interest at 6% per annum from the date of petition till its realisation.

11. The learned counsel for the claimants submits that in fact the appeal had substantially been decided by the predecessor of this Court and since there was an error in the calculation of compensation, an application for being spoken to' was filed. He contends that inadvertently, 1/3rd deduction in the calculation for 'loss of dependency' was not included and also the 'medical expenses' were not added. Thus, it is contended by the learned counsel for the



claimants that the amounts be recalculated by deducting 1/3rd deduction as well as, adding the 'medical expenses' in a sum of Rs.4,45,375/-.

12. The learned counsel for the Insurance Company on the other hand, refutes these contentions. He submits that the Impugned Award suffers from two infirmities. Firstly, the learned Tribunal did not take into account the fact the risk to '*kith and kin*' of the Insurer was not covered by the Insurance Policy. Secondly, that the learned Tribunal did not adjudicate on the aspect of negligence.

13. In rejoinder, learned counsel for the claimant submits that the aspect of negligence was framed as an issue by the learned Tribunal and this was adjudicated. No challenge in this behalf was placed before this Court in the appeal. Neither has any ground been taken in the grounds of appeal filed by the Insurance Company.

14. The question for determination that arises before this Court is, whether the amounts awarded as compensation by the learned Tribunal require to be modified?



15. An examination of the Impugned Award reflects that Issue No.2, as framed by the learned Tribunal, was whether the accident occurred on account of rash and negligent driving, and this was addressed by the learned Tribunal as well. Based on the evidence of PW-1, who is the guardian of the deceased and based on the documents filed, including the FIR (Exhibit P3), charge sheet (Exhibit P4), the learned Tribunal found that the accident occurred due to the negligence on the part of the owner/driver himself. A case was also registered based on which the charge-sheet was filed against the husband of the deceased - Shaik Nisar Ahmed, who was arrayed as Respondent No.3. Exhibit P6 shows the MVI report, which reflects the impact of the accident and from PM Report (Exhibit P4), it is clear that the deceased died of injuries on account of the accident. The learned Tribunal examined the evidence produced by the parties and found that the death was caused on account of the negligent driving by respondent No.3 – husband of the deceased, the relevant extract of the Impugned Award is set out below:



HC-KAR

NC: 2026:KHC:31151-DB
MFA No. 5646 of 2015
C/W MFA No. 8670 of 2015

"16. The contents of the above **said Police and medical documents clearly disclosed that, due to the negligence on the part of the Respondent No.2 himself,** the said road traffic accident was taken place on 23.06.2013 at 5.30. P.M., wherein. the deceased Zubera Begum.M. W/o Shaik Nisar Ahmed, who is the wife of the Respondent No.2 had sustained fatal injuries and during the course treatment to the said accidental injuries in Sagar Appollo Hospital, Bangalore, she succumbed to the injuries on 01.07.2013. **It is also clear from the said documents that, the Gorantla Police have registered a case as against the Respondent No.2 and they have filed a charge sheet as against him for the offences punishable under Section 304(A) of IPC. The damages caused to the said offending Car clearly shown in Ex.P.6 MVI Report, which implies the terrific impact of the said accident. Due to the accidental injuries, the said deceased died, is clear from the contents of Ex.P.4 P.M. Report.** Furthermore, the RW.1 in his cross-examination has stated that, their company has conducted investigation relating to the criminal case. But, the Respondent No.1 has not produced the said investigation report. The same has been clearly admitted by the RW.1 in his cross-examination. Furthermore, the RW.1 is not an eye - witness and even he has not seen the accidental spot. The same has been admitted by him in his cross-examination. **From this, it is made crystal clear that, the offending Car bearing Registration No.KA-04-ME-1577 as well as the Respondent No.2 are very much involved in the said road traffic accident, wherein, the deceased succumbed to the injuries during the course of treatment.**

17. Under the above said facts and circumstances as well as the reasons given, this Tribunal has come to the conclusion that, **the petitioners have proved that, the accident occurred due to rash and negligent driving of the Car bearing Registration No.KA-04-ME-1577 by its Owner-cum-Driver, i.e., Respondent No.2 and in the said accident, Smt. Zubera Begum.M** W/o Shaik Nisar Ahmed succumbed to the injuries. Accordingly, I answered Issue No.2 in the Affirmative."

[Emphasis Supplied]



16. The learned counsel for the Insurance Company has contended that the claimants have not proved negligence. This Court is unable to agree. The claimants have in their statement of claim as well as in their evidence, described how the accident took place. It was stated that in order to avert hitting a cow, the driver swerved and was unable to control the car, which resulted in the car falling in a ditch which resulted in the accident. The deceased died as a result of the injuries sustained in this car accident. After the complaint was filed, an FIR was registered wherein the name of the accused was set out as S. Nisar Ahmed (husband of the deceased) who was driving the vehicle. The charge-sheet [Ex.P5] that was filed found that the accused who was driving at a high speed turned the steering to the extreme left side, because of which he lost control of the car and the car fell down into a roadside ditch. The charge-sheet [Ex.P5] also found the accused guilty of having committed an offence for which he was liable under Section 304-A IPC. The relevant extract of the charge-sheet [Ex.P5] is set out below:



HC-KAR

NC: 2026:KHC:31151-DB
MFA No. 5646 of 2015
C/W MFA No. 8670 of 2015

"The deceased is the wife of accused and they are blessed with two sons and are the residents of House No.4109, 26th Main road, 9th Block, Jayanagar, Bangalore-560069. On 26-3-2013 the accused along with deceased and with two sons left Bangalore in their TATA Indica car bearing No. KA-04.ME.1577, reached to Penukonda and stayed in the house of accused till afternoon and left Penukonda to proceed to Bangalore on their car. **During that the accused being the owner cum driver of said car is driving the car on NH-44. At about 5.30 P.M while proceeding near Thamminayani Palli Village, suddenly one cow came across the car by crossing the road. On that the accused in order to avert hit to cow, turned the steering of his car on extreme left side due to which he being driving the car in high speed unable to control his car, resulting to that the car fell down in road side ditch. M.Zubera Begum having sustained fracture to her hand and severe mute Injury to her left side waist** and her son Tousif Ahamed who sustained Injury to his hand were shifted by L.W.1 with the help of L.W.4 and others to Bangalore and admitted M.Zubera Begum (Deceased) for treatment in Sagar Hospital at 11.30 P.M for treatment. While so Tousif Ahamed not obtained any treatment to his injury as it is trivial in nature. **During the course of treatment the said M.Zubera begum succumbed to the injuries sustained in the accident on 1-7-2013 at 2.40 A.M.**

XXX

XXX

XXX

On 2-7-2013 L.W.10 visited the scene of offence, observed it, seized the crime vehicle and produced before L.W.9 along with requisition for which L.W.9 examined the crime vehicle and issued opinion that the accident occurred not because any Mechanical defect of crime vehicle.

XXX

XXX

XXX

Thus the accused being the owner cum driver of TATA Indica Car bearing No.KA-04-ME-1577 have committed an offence liable for punishment U/S:304(A) IPC."

[Emphasis Supplied]



16.1 The Motor Vehicle Inspection Report [Ex.P6] also found that on vehicle verification, the braking system was intact and in order and as was the steering. Thus, clearly, there was negligence on the part of the driver/owner of the vehicle respondent No.3.

16.2 Thus and as can be seen from an examination of the evidence on record by the learned Tribunal as well as by this Court, the issue *qua* negligence stood proved.

17. The second challenge by the Insurance Company is to '*kith and kin*' of the Insurer not being covered by the Insurance Policy. The basis of this challenge has been made on an Article relating to Interspousal Immunity in the Conflict of Laws arising out of motor accident claims, as well as an Article published by the Cleveland State University regarding tortious actions between husband and wife.

18. An examination of the Insurance Policy (Exhibit R2) shows that it is a Comprehensive Policy, which has certain exclusions, but does not exclude the tortious liability between the husband and wife. In addition, own damage is



NC: 2026:KHC:31151-DB
MFA No. 5646 of 2015
C/W MFA No. 8670 of 2015

also covered. The relevant extract of Exhibit-R2 is set out below:

Particulars of Insured Vehicle:						
REGISTRATION MARK & PLACE	ENGINE No. & Chassis No.	Make-Model	Type of Body	Cubic Capacity	Year of Manf.	Year of Seating Capacity Manf. (Including Driver)
KA 04 ME 1577 Bangalore North	SZP91522 SZP93258	TATA-Indica DLX	SALOON	1405	2007	4+1

Limitation as to use:

1. The Policy covers use of the vehicle for any purpose other than
a) Hire or Reward b) Carriage of goods (other than samples or personal luggage) c) Organized racing d) Pace making e) Speed testing f) Reliability Trials g) Use in connection with Motor Trade.

XXXX

XXXX

XXXX

SCHEDULE OF PREMIUM	
A. <u>OWN DAMAGE</u>	B. LIABILITY

[Emphasis Supplied]

18.1 Since, the contention that the insurer is not liable to pay the compensation as no liability existed against the insurer, is untenable, the examination of the Article referred to by Insurance Company would be otiose.

19. Insofar as concerns the award of compensation, it is not disputed by either party that the medical bills were duly produced and these amounts were awarded.

19.1 The claimants had produced the Salary Certificate of the deceased as per Exhibit-P18, which indicated a salary of



Rs.18,580.55/-. The said Salary Certificate is extracted thus:

"SALARY CERTIFICATE"

This is to certify that Ms. Zubera Begum (late) deceased employee of our Bank joined the Bank as Junior Assistant on 20.4.1998 and expired while on service on 1.7.2013.

The last salary for the month of June 2013 drawn by Ms. Zubera Begum (late) deceased employee of our Bank is as follows:

EARNINGS		DEDUCTIONS	
Basic pay	6020.00	E.P.F.	1826.00
D.A.	9195.55	PROF TAX	200.00
H.R.A.	1612.50	STAFF LOAN	1300.00
C.C.A.	140.00	CONSUMER LOAN	1300.00
INT RELIEF	1612.50	LIC	554.00
TOTAL	18580.55		5180.00
		NET PAID	13400.55

This certificate is issued for producing the same to the court of SCCH-7 Case No.MVC/4817/2013 on 22.1.2015.

[Emphasis Supplied]

19.2 The Certificate is given by the Amanath Co-operative Bank (A Scheduled Bank). One Mohammed Hameed, who was working as the Senior Assistant in the Legal Department of Amanath Co-operative Bank, was examined as PW.2, produced the Salary Certificate of the deceased and gave evidence before the learned Tribunal.



19.3 Thus, the claimants have successfully proved the salary of the deceased.

20. The salary certificate (Exhibit P18) sets out that the deceased was drawing a salary of Rs.18,580/- per month. In addition, it further sets out she was also drawing additional allowances such as incentive and daily allowance. Since the deceased was aged 44 years old, the multiplier of '14' was to be made applicable. Given that there were two claimants, the deduction for 'loss of dependency' was required to be calculated by deducting one-third towards personal expenses of the deceased and adding 'future prospects' at 25%, the loss of dependency was required to be calculated as follows:

Loss of dependency	Amount
$(18580 + 25\%) - 1/3 \times 12 \times 14$ $= (23225 - 7742) \times 12 \times 14$	Rs.26,01,144/-

21. Since the 'loss of consortium' would also be required to be given at Rs.40,000/- to each of the claimants and since there were two claimants, Rs.80,000/- (Rs.40,000 x 2) was to be awarded.



22. In addition, 'loss of consortium' was also to be awarded to respondent No.3/husband of the deceased. In the present case, the deceased was survived by her husband and two children. In view of the law laid down by the Supreme Court in ***United India Insurance Co. Ltd. v. Satinder Kaur***¹ the surviving husband is entitled to compensation towards loss of spousal consortium on account of the loss of companionship, care, comfort, affection and society of the deceased wife. Consequently, apart from the parental consortium payable to the children, the husband would also be independently entitled to spousal consortium. The relevant paragraphs are set out below:

"20. In *Reshma Kumari* [*Reshma Kumari v. Madan Mohan*, (2013) 9 SCC 65 : (2013) 4 SCC (Civ) 191 : (2013) 3 SCC (Cri) 826] , this Court affirmed Column 4 of the chart prepared in *Sarla Verma* [*Sarla Verma v. DTC*, (2009) 6 SCC 121 : (2009) 2 SCC (Civ) 770 : (2009) 2 SCC (Cri) 1002] , and held that this would provide uniformity and consistency in determining the multiplier to be applied. The Constitution Bench in *Pranay Sethi* [*National Insurance Co. Ltd. v. Pranay Sethi*, (2017) 16 SCC 680 : (2018) 3 SCC (Civ) 248 : (2018) 2 SCC (Cri) 205] affirmed the chart fixing the multiplier as expounded in *Sarla Verma* [*Sarla Verma v. DTC*, (2009) 6 SCC 121 : (2009) 2 SCC (Civ) 770 : (2009) 2 SCC (Cri) 1002] , and held : (*Pranay Sethi* case [*National Insurance Co. Ltd. v. Pranay Sethi*, (2017) 16 SCC 680 : (2018) 3 SCC (Civ) 248 : (2018) 2 SCC (Cri) 205] , SCC pp. 708 & 714, paras 44 & 59)

¹ (2021) 11 SCC 780



HC-KAR

NC: 2026:KHC:31151-DB
MFA No. 5646 of 2015
C/W MFA No. 8670 of 2015

"44. At this stage, we must immediately say that insofar as the aforesaid multiplicand/multiplier is concerned, it has to be accepted on the basis of income established by the legal representatives of the deceased. Future prospects are to be added to the sum on the percentage basis and "income" means actual income less the tax paid. The multiplier has already been fixed in Sarla Verma [Sarla Verma v. DTC, (2009) 6 SCC 121 : (2009) 2 SCC (Civ) 770 : (2009) 2 SCC (Cri) 1002] which has been approved in Reshma Kumari [Reshma Kumari v. Madan Mohan, (2013) 9 SCC 65 : (2013) 4 SCC (Civ) 191 : (2013) 3 SCC (Cri) 826] with which we concur.

59.6. The selection of multiplier shall be as indicated in the Table in Sarla Verma [Sarla Verma v. DTC, (2009) 6 SCC 121 : (2009) 2 SCC (Civ) 770 : (2009) 2 SCC (Cri) 1002] read with para 42 of that judgment."

(emphasis supplied)

"29. **Loss of consortium, in legal parlance, was historically given a narrow meaning to be awarded only to the spouse i.e. the right of the spouse to the company, care, help, comfort, guidance, society, solace, affection and sexual relations with his or her mate. The loss of companionship, love, care and protection, etc., the spouse is entitled to get, has to be compensated appropriately.** The concept of non-pecuniary damage for loss of consortium is one of the major heads for awarding compensation in various jurisdictions such as the United States of America, Australia, etc. English courts have recognised the right of a spouse to get compensation even during the period of temporary disablement.

30. In Magma General Insurance Co. Ltd. v. Nanu Ram [Magma General Insurance Co. Ltd. v. Nanu Ram, (2018) 18 SCC 130 : (2019) 3 SCC (Civ) 146 : (2019) 3 SCC (Cri) 153] **this Court interpreted "consortium" to be a compendious term, which encompasses spousal consortium, parental consortium, as well as 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.**

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HC-KAR

NC: 2026:KHC:31151-DB
MFA No. 5646 of 2015
C/W MFA No. 8670 of 2015

34. 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 the High Courts have been awarding compensation for both loss of consortium and loss of love and affection. The Constitution Bench in Pranay Sethi [National Insurance Co. Ltd. v. Pranay Sethi, (2017) 16 SCC 680 : (2018) 3 SCC (Civ) 248 : (2018) 2 SCC (Cri) 205] , has recognised only three conventional heads under which compensation can be awarded viz. loss of estate, loss of consortium and funeral expenses. In Magma General [Magma General Insurance Co. Ltd. v. Nanu Ram, (2018) 18 SCC 130 : (2019) 3 SCC (Civ) 146 : (2019) 3 SCC (Cri) 153] , 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.

35. The Tribunals and the 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."

(Emphasis Supplied)

23. The claimants were also entitled to 'loss of estate' and 'funeral expenses', as well. Escalation of 10% on these non-pecuniary heads is also to be granted by the Court in terms of the settled law. Accordingly, the claimants are entitled to the compensation as enhanced in the following terms:

Sl.No.	Heads under which compensation is awarded	Amount (In Rs.)
1	Loss of Dependency	26,01,144/-
2	Loss of Consortium	1,32,000/-
3	Loss of Estate	16,500/-
4	Funeral Expenses	16,500/-
5	Medical Expenses	4,45,375/-



	Total	32,11,519/-
	Less : Compensation awarded by the Tribunal	16,06,020/-
	Enhanced compensation	16,05,499/-

24. Hence, the appellants/claimants are entitled to total compensation of **Rs.32,11,519/-** along with interest at 6% per annum as awarded by the learned Tribunal from the date of petition till the date of realisation.

25. Accordingly, the Court proceeds to pass the following:

ORDER

(i) MFA No.5646/2015 is ***dismissed***, while MFA No.8670/2015 is ***allowed in part***;

(ii) The Impugned Judgment and Award dated 14.05.2015 in MVC No.4817/2013 passed by the learned IX Addl. Small Causes and Addl. MACT, Bangalore is modified, to the extent that the appellants/claimants are entitled to enhanced compensation of **Rs.16,05,499/-** along with interest at the rate of 6% per annum in addition to



Rs.16,06,020/- already awarded by the learned Tribunal.

(iii) The remaining portion of the Impugned Award of the learned Tribunal remains undisturbed.

(iv) The Insurance Company shall deposit the enhanced compensation with interest applicable thereon, as awarded by the learned Tribunal, within a period of eight weeks from the date of receipt of a copy of this judgment;

(v) The amount in deposit by the Insurance Company before this Court shall be transmitted to the learned Tribunal, forthwith.

(vi) On such deposit of compensation, the same shall be released in favour of the appellants/claimants, on filing of an appropriate application by the appellants/claimants for withdrawal of the enhanced amount.

(vii) The Registry is directed to draw the modified Award accordingly.



HC-KAR

NC: 2026:KHC:31151-DB
MFA No. 5646 of 2015
C/W MFA No. 8670 of 2015

(viii) The Registry is directed to transmit a copy of this judgment to the concerned Tribunal.

(ix) All pending applications stand closed.

(x) No order as to costs.

Sd/-
(JAYANT BANERJI)
JUDGE

Sd/-
(TARA VITASTA GANJU)
JUDGE

KS/JJ