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

% ***Date of decision: 03rd September 2026***

\# **CNR No. DLHC015184082017**

\+ MAC.APP. 1134/2017

AJAY KUMAR .....Appellant

Through: Mr. Kartikay Nayyar, Mr. Yatharth Jain, Advocates. (thru VC)

versus

SHYAM SUNDER & ANR .....Respondents

Through: None

**CORAM:**
**HON'BLE MR. JUSTICE ANISH DAYAL**

**JUDGMENT**

**ANISH DAYAL, J (ORAL)**

1. The appeal has been filed by appellant/injured seeking enhancement of the compensation awarded by the Motor Accident Claims Tribunal, Patiala House Courts, New Delhi [‘***MACT/Tribunal***’], *vide* award dated 04th August 2016, passed in *MACP No. 28/2016*, whereby compensation of *Rs. 19,29,542/-*, along with interest @ 9% per annum, was awarded to appellant/injured.

2. *Mr. Kartikay Nayyar*, counsel, appears on behalf of the appellant/injured, and with regard to the issue of enhancement submits as under:

i) ***Firstly***, subsequent to the impugned award, the manufacturer of the prosthetic has informed the appellant/injured that he would require *two* additional prosthetics during his lifetime, along with maintenance costs in relation to the said prosthetics. On this account, *Mr. Nayyar*, contends that further amounts be granted to appellant/injured, in respect of the prosthetics that he would require in the future.

ii) ***Secondly***, no compensation had been awarded towards *loss of marital prospects*, even though the appellant/injured was *21 years of age* on the date of accident.

iii) ***Thirdly***, the MACT failed to add *future prospects* to the income of appellant/injured as part of compensation.

iv) ***Fourthly***, a meagre amount of *Rs.30,000/-* was awarded towards the attendant charges

3. No one appears on behalf of respondent no. 2/Insurance Company, despite this Court having issued Court Notice on the previous date. It is noted that counsel for respondent no. 2/Insurance Company had appeared previously in the matter. Appearance of counsel for respondent no. 2/Insurance Company, was again noted on 8th February 2019 and 19th February 2020, when the appearance of another counsel was recorded. Thereafter, respondent no. 2/Insurance Company has remained unrepresented.

4. Accordingly, the matter is being proceeded *ex-parte.*

5. Having perused the impugned award as well as submissions of the counsel for appellant/injured, this Court considers it fit to pass the following directions:

i) Even though monthly income of appellant/injured has been taken at *Rs. 9,500/-* per month, no *future prospects* have been granted. Considering that appellant/injured was *21 years* of age at the time of accident, *future prospects* shall be awarded at **'40%'**, in terms of the principles enunciated by the Supreme Court in

***National Insurance Co. Ltd. v. Pranay Sethi,*** (2017) 16 SCC 680.

ii) Functional disability of appellant/injured has been assessed at '**45%**' and the same shall be sustained. The multiplier of '**18**' shall also be sustained.

iii) As regards the *marital prospects*, the Court is not inclined to grant compensation under this separate head, since *Rs.3,00,000/-* have already been awarded towards *pain and suffering.*

iv) An amount of *Rs. 1,00,000*/- was awarded towards the *loss of amenities* of life; however, considering the nature of his disability, the same shall be enhanced to *Rs.1,50,000*.

v) As regards compensation towards *attendant charges*, an amount of *Rs. 30,000/-* was awarded for the period during which the claimant was undergoing treatment. Although no evidence has been adduced in this regard, the award of *Rs. 30,000*/- is being sustained in view of granting a '*just and reasonable compensation*'.

6. As regards compensation towards the cost of the prosthetic, **PW-2**/*Sh. Talal Mohd.*, Clinical Prosthesis and Orthotist, had, during his cross-examination, quoted the price of *Rs. 3,30,000/-* for the below knee prosthesis. Documentary evidence in this regard had also been exhibited as **Ex. PW2/A (Colly)**. On this basis, an amount of *Rs.3,30,000/-* had been awarded by the MACT in respect of two prosthetics.

7. *Mr. Nayyar*, counsel for appellant/injured relies upon the decision of the Supreme Court on ***Mohd. Sabeer v. U.P. SRTC***, (2023) 20 SCC 774, and contends that a prosthetic limb would require replacement *every 5-6 years*.

8. However, the principles relating to prosthetic limbs have now been further developed by the decision of the Supreme Court in ***Prahlad Sahai v. Haryana Roadways***, 2026 SCC OnLine SC 651. The case concerned a right leg crush injury resulting in amputation below the knee. The claimant therein relied upon the decision in ***Mohd. Sabeer*** (*supra*), to contend that the injured was *32 years of age*; therefore, considering the assumed life expectancy of *70 years*, he would require prosthetic limb(s) for *38 years*. He further contended that since an artificial limb needs to be replaced *every 5 years*, maintenance charges would also have to be granted.

9. Traversing through the law in this this regard, the Supreme Court, in ***Prahlad Sahai*** (*supra*), recognized a block of '***5 years***' as the reasonable replacement period for a prosthetic limb. Further, the Supreme Court assumed the life span of the claimant at *70 years* and, concluded that the claimant would require seven prosthetic limbs. It, therefore, awarded a consolidated amount of *Rs.3,00,000/-* per limb on a standard basis for seven limbs. No interest was awarded on this amount, considering that it was being awarded as consolidated lump sum. Maintenance of the prosthetic limb, at *Rs. 15,000/-* per annum was also awarded, amounting to *Rs. 75,000/-* for each block of *5 years*. For ready reference, relevant portion from ***Prahlad Sahai*** (*supra*) is reproduced hereinbelow:

> "***30.*** *As would be clear from the discussion hereinabove, our Court has recognized a block of five years as the reasonable replacement period for a prosthetic limb, and we have followed the same.*
>
> ***31.*** *The appellant was thirty-two years in 2007. Applying an assumed life span of seventy years as the maximum for which as a standard formula*

*compensation for prosthetic limb is awarded and calculating the life of one prosthetic limb as five years, the appellant will need seven prosthetic limbs. Insofar as the price is concerned, the appellant has claimed the 2007 price for the first block with interest @ 9 per cent. Though he has claimed for eight limbs the correct proportion to award would be seven limbs, since the amputation happened on 17.07.2009.*

***32.** We are inclined to award, like in Md. Shabir (supra), a consolidated amount towards the price. We are inclined to grant Rs. 3,00,000/- per limb on a standard basis for seven limbs. In view of the fact that a consolidated amount is being paid, no interest from the date of the accident is awarded. Considering that the price has been arrived at by broadly applying the case Md. Shabir (supra), which we find reasonable, we are not inclined to proceed on the basis of the notification relied upon by the Insurance Company.*

***33.** We are also inclined to award cost of maintenance of prosthetic limb at Rs. 15,000/- annually. For a block of five years, it would work out to approximately Rs. 75,000/-. We award a consolidated sum of Rs. 5,00,000/- till the assumed life span of seventy years.*"

(emphasis added)

10. Accordingly, in the facts and circumstances of this case, considering that the appellant/injured was *21 years of age* at the time of the accident, and assuming his life span at *70 years*, the Court deems it fit to consider that he would require a prosthetic limb for *49 years*. He would, therefore, require replacement of approximately '***10***' prosthetic limbs over his lifetime, assuming a replacement period of *5 years.*

11. Considering that he has already been granted the amount towards one limb, the replacement cost for the remaining *9 limbs* would have to be considered at *Rs.3,30,000* each, which was the benchmark price for the first limb. Further, following the direction of the Supreme Court, an

amount of *Rs. 75,000/-* for each block of *5 years* towards maintenance shall also be taken into consideration.

12. Accordingly, the aforesaid amount shall be calculated at *Rs. 37,05,000/-*.

13. In terms of the aforesaid directions, revised computation shall be calculated as under:

| S. No | Heads of Compensation | Awarded by Tribunal | Awarded by the Court |
|---|---|---|---|
| | **Pecuniary Loss** | | |
| 1. | Compensation towards medical bills (A) | Rs. 1,142/- | Rs. 1,142/- |
| 2. | Expenditure on conveyance and special diet (B) | Rs. 50,000/- | Rs. 50,000/- |
| 3. | Cost of artificial limb (C) | Rs. 3,30,000/- | **Awarded as a separate amount** |
| 4. | Attendant charges (D) | Rs. 30,000/- | Rs. 30,000/- |
| 5. | Income of injured per month (E) | Rs. 9,500/- | Rs. 9,500/- |
| 6. | Loss of income (F) | Rs. 95,000/- | Rs. 95,000/- |
| 7. | Future Prospects (G) | Not granted | **Rs. 13,300/- [@40%]** |
| 8. | Functional Disability (H) | 45% | 45% |
| 9. | Multiplier (I) | 18 | 18 |
| 10. | Loss of Future Income (J) | Rs. 9,23,400/- | **Rs. 12,92,760/-** |
| | **Non-pecuniary loss** | | |

| | | | |
|---|---|---|---|
| 11. | Pain and suffering (K) | Rs. 3,00,000/- | Rs. 3,00,000/- |
| 12. | Loss of amenities (L) | Rs. 1,00,000/- | Rs. 1,50,000/- |
| 13. | Disfiguration (M) | Rs. 1,00,000/- | Rs. 1,00,000/- |
| 14. | Total [A + B + C+ D + F + J+ K+L+M] | Rs. 19,29,542/- | **Rs. 20,18,902/-** |
| **15.** | **Enhanced compensation** | **Rs. 89,360/-** | |
| 16. | Interest | 9% | 9% |

***Directions***

14. Accordingly, the compensation shall stand enhanced by ***Rs. 89,360/-*** ['***enhanced amount***'].

15. The 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*, and shall thereafter be released in favour of appellant/injured as a lump sum, considering that the accident occurred way back in 2015.

16. *Vide* order 7th January 2026, this Court had noted that 40% of originally awarded amount had been released to appellant/injured, however, rest of the balance amount i.e. 60% had not been released and was being maintained in a fixed deposit. Therefore, it was directed that the balance amount, along with accrued interest thereon, be released in favour of appellant/injured.

17. Accordingly, if any amount from the originally awarded amount has not been released, the same shall be released in favour of the appellant/injured, along with the accrued interest thereon.

18. Amounts towards prosthetic limbs, calculated at *Rs. 37,05,000/-*, shall be deposited by respondent no.2/Insurance Company before the

MACT within a period of *six weeks* as a separate amount, not garnering interest for the period which has passed since the date of the accident. The amount, shall, however, be kept in an interest-bearing Fixed Deposit Receipt ['***FDR***'].

19. Amounts towards prosthetic limbs shall be released only upon production of a verified original invoice and proof of payment from a reputed vendor.

20. Appeal stands disposed of in above terms.

21. Pending applications, if any, are rendered infructuous.

22. Order be uploaded on the website of this Court.

**ANISH DAYAL, J**

**SEPTEMBER 3, 2026/sm/**ya