2026:DHC:7594

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

% ***Date of decision: 07th September 2026***

\# **CNR No. DLHC010480162025**

\+ **MAC.APP. 461/2025 & CM APPL. 43923/2025**

UTTAR PRADESH STATE ROAD TRANSPORT CORPORATION .....Appellant

Through: Ms. Sthavi Asthana, Advocate.

versus

SAURABH KUMAR & ANR. .....Respondents

Through: Mr. Varun Sarin, Ms. Parul Dutta, Mr. Shantanu Sharma, Advocates for Respondent no.1.

(23)

\# **CNR No. DLHC010787142025**

\+ **MAC.APP. 665/2025**

SAURABH KUMAR .....Appellant

Through: Mr. Varun Sarin, Ms. Parul Dutta, Mr. Shantanu Sharma, Advocates

versus

RAJ KUMAR & ANR. .....Respondents

Through: Ms. Sthavi Asthana, Advocate for Respondent no.2.

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

**JUDGMENT**

**ANISH DAYAL, J (ORAL)**

1. These cross-appeals have been filed assailing the Award dated 29th April 2025 passed by the Motor Accident Claims Tribunal, South East, Saket Courts, New Delhi ('***Tribunal/MACT***') in MACT No. 868/2021. While the appellant/Uttar Pradesh State Road Transport Corporation [hereinafter referred to as '***Corporation***'] has filed ***MAC.APP. 461/2025*** challenging the territorial jurisdiction, the finding on negligence and the quantum of compensation, whereas claimant has filed ***MAC.APP. 665/2025*** seeking enhancement of compensation.

2. *Ms. Sthavi Asthana*, counsel for appellant/Corporation, challenged the award on the following grounds:

i. ***Firstly***, the tribunal did not have the territorial jurisdiction as the accident took place in Aligarh, Uttar Pradesh and the claimant was also a resident of Uttar Pradesh, as verified by the verification report of his *Aadhar*;

ii. ***Secondly***, that there was no independent witness who had deposed to the accident. His cousin, who was also riding on the motorcycle with him, was also not made an eyewitness;

iii. ***Thirdly***, notional income was awarded on minimum wages applicable in NCT of Delhi, whereas the claimant was a resident of Uttar Pradesh; and

iv. ***Fourthly***, compensation awarded under other heads was excessive.

3. *Mr. Varun Sarin*, counsel for the claimant, however, contends that the claimant has been rendered 100% visually disabled and has been certified as suffering from complete blindness as a result of the accident. He, therefore, submits that the functional disability ought to be assessed at *100%* and not at *80%*.

4. Further, he states that the notional income ought to be taken at minimum wages of a graduate as the claimant was pursuing B.Sc. degree and preparing for various government job examinations.

5. As regards territorial jurisdiction, he shows that the *Aadhaar* card placed before the MACT reflected the claimant's address as *Sriniwaspuri, New Delhi,* which was accordingly taken into account by the MACT.

6. *Ms. Asthana*, on the other hand, contends that the verification of the *Aadhaar* card showed it to be of the State of Uttar Pradesh. According to her, there was no other material on record, presented by claimant, except a rent agreement produced by the claimant, which was dated 17th February 2021, i.e., after the date of the accident, i.e. 05th January 2020.

7. In this regard, *Mr. Sarin* has pointed out the testimony of injured/claimant, who, in his cross-examination, when confronted by the Corporation, stated that he had been staying in Delhi since 2017. He deposed that he was initially residing at Mukherjee Nagar, Delhi, and in 2019 shifted to Laxmi Nagar, Delhi, after completing his coaching, where he remained till October 2019. Thereafter, he resided at *Sriniwaspuri, New Delhi*, during the years 2019-20. After the accident on 05th January 2020, he had been staying in *Jagat Puri, Delhi,* along with his uncle since his treatment was going on.

8. **PW1**/ claimant further stated that his first *Aadhaar* card had been issued in Uttar Pradesh in 2009 and that he had subsequently changed his address in 2017.

9. *Mr. Sarin* further points out to the coaching ID card, which shows that the claimant was a student of *Paramount Coaching* at *Mukherjee Nagar, Delhi*, showing the date of admission as 18th May 2017. Taking this into account and the testimony of **PW1,** which synchronizes with the dates

on the coaching ID card as well as the *Aadhaar* card itself, the Court is not inclined to accept the plea of territorial jurisdiction.

10. As regards the plea that rash and negligent driving has not been proved by the claimant, the testimony of **PW1**, who is himself the injured witness, assumes significance. **PW1** specifically identified the offending vehicle as a U.P. Roadways bus bearing registration No. UP-81BT-0436. The said registration number also finds mention in the FIR, which was lodged on the very next day at the instance of his brother. The FIR culminated in the filing of a charge sheet, which has not been challenged. Accordingly, applying the decision of the Supreme Court in ***Ranjeet v. Abdul Kayam Neb*** 2025 SCC OnLine SC 497, the contention advanced on behalf of the Corporation cannot be accepted. Moreover, the assessment in motor accident claim cases is to be made on the touchstone of the preponderance of probabilities, and there is no evidence on record to suggest that the aforesaid vehicle was not involved in the accident.

11. As regards the assessment of notional income, although **PW1** claimed that he was pursuing the final year of a B.Sc. course through correspondence from *Dr. Bhim Rao Ambedkar University, Agra, Uttar Pradesh*, no documentary evidence in support thereof has been produced. The only document relied upon is a handwritten certificate on the letterhead of *Satyawati Devi Mahavidyalaya*. No explanation has been offered as to how the said institution was affiliated with *Dr. Bhim Rao Ambedkar University, Agra, Uttar Pradesh*.

12. Accordingly, the plea that the claimant's notional income should be assessed on the basis of the minimum wages payable to a graduate cannot be accepted. The income of matriculate taken by the MACT will continue to subsist.

13. Future prospect at *40%* and multiplier of '*18*' has rightly been taken by the MACT.

14. As regards functional disability, *Mr. Sarin* submits that the same ought to be assessed at *100%*, considering the nature of the injuries suffered by the claimant and the fact that he has been certified as suffering from *100%* visual disability.

15. In this regard, the MACT's observations are taken into account. The Tribunal has also noted that the claimant suffered from 100% visual disability and had additionally sustained a fracture of the left leg, thereby further impairing his mobility. However, the MACT assessed the functional disability at 80% on the ground that facilities are available to enable visually impaired persons to read, write and pursue further studies.

16. Having considered the assessment made by the MACT, this Court is inclined to enhance functional disability to 90%, taking into account the fact that, notwithstanding the disability suffered by the claimant, he may still have some opportunities to earn his livelihood, even though there would be some loss as opposed to what he was proposing to do in the future.

17. As regards non-pecuniary losses, the following is noted:

i. For *pain and suffering*, Rs.10,00,000/- has already been awarded;

ii. For *loss of marriage prospects*, Rs.5,00,000/- has been awarded;

iii. For *loss of amenities of life,* Rs.2,00,000/- has been awarded.

18. As regards *attendant charges*, *Mr. Sarin* states that only *Rs.50,000/-* has been awarded. Accordingly, he states that the attendant charges should

be calculated by applying the principles laid down in ***Kajal vs. Jagdish Chand and Ors.*** (2020) 4 SCC 413, as the claimant would require the services of an attendant throughout his life on account of the disability sustained by him in the accident.

19. In the opinion of this Court, considering that the claimant has visual disability but no impediment to his mobility, to award compensation for an attendant on the basis of the multiplier may not be correct, appropriate or reasonable. Accordingly, an amount of ***Rs. 10,00,000/-*** is awarded as a lump sum.

20. Accordingly, the revised computation is as under:

| Sr. No. | Heads | Awarded by the Tribunal | Awarded by this Court |
|---|---|---|---|
| **PECUNIARY LOSS** | | | |
| 1. | Expenditure on Medical Bills and medical treatment (A) | Rs. 95,000/- | Rs. 95,000/- |
| 2. | Expenditure on conveyance (B) | Rs. 50,000/- | Rs. 50,000/- |
| 3 | Expenditure on special diet (C) | Rs.50,000/- | Rs.50,000/- |
| 4. | Attendant charges (D) | Rs.50,000/- | Rs. 10,00,000/- |
| 5. | Income of injured per month(E) | Rs. 17,991/- | Rs. 17,991/- |
| 6 | Loss of income (L) | Rs.1,07,946/- | Rs.1,07,946/- |
| 7. | Add: Future prospects (F) | 40% of Rs. 17,991/-= Rs. 7,196.4/- | 40% of Rs. 17,991/-= Rs. 7,196.4/- |
| 8. | Multiplier (G) | 18 | 18 |
| 9. | Functional disability (H) | 80% | 90% |
| 10. | Loss of future income/future earnings [(E+F) x 12 x G x H] = (I) | Rs. 43,52,386/- | Rs. 48,96,430.56/- |
| **NON-PECUNIARY LOSS** | | | |
| 11. | Pain and suffering (J) | Rs. 10,00,000/- | Rs. 10,00,000/- |
| 12. | Loss of amenities of life (K) | Rs. 2,00,000/- | Rs. 2,00,000/- |
| 13. | Compensation for mental and | Rs. 5,00,000/- | Rs. 5,00,000/- |

| | | | |
|---|---|---|---|
| | physical shock (M) | | |
| 14. | Total compensation (A + B + C + D + H + I+ J+ K+L+M) = (N) | Rs.64,05,332/- | Rs. 78,99,376.56/- (rounded to Rs. 78,99,380/-) |
| 15. | Interest awarded | 9% per annum | 9% per annum |
| 16. | Enhanced compensation | **Rs. 14,94,048/-** | |

21. Accordingly, the compensation is enhanced by *Rs. 14,94,048/-*.

22. Accordingly, it is directed that the enhanced amount along with accrued interest be deposited by the Insurance company with the Registrar General of this Court within a period of 6 weeks.

23. Further, it is directed that a lump sum amount of Rs. *2,00,000/-* shall be released to the claimant from the amount so deposited within a period of two weeks thereafter. Remaining amount, along with accrued interest, shall be kept in Fixed Deposit Receipts (FDRs) of *Rs. 25,000/-* 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.

24. By order dated 8th August 2025, this Court directed the Insurance Company to deposit the entire awarded compensation and granted a stay. *Vide* order dated 9th October 2015, this Court directed release of *60%* of the deposited compensation along with accrued interest. Accordingly, the balance amount shall be released in accordance with the directions of the MACT in the impugned award.

25. Appeals are disposed of in the above terms.

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

27. Copy of this judgment be sent to the concerned MACT/ bank for information and necessary compliance.

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

**(ANISH DAYAL)**
**JUDGE**

**SEPTEMBER 7, 2026**/ak/bp