



2026:DHC:2152



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

*Date of decision: 09<sup>th</sup> March 2026*

+ **MAC.APP. 744/2014 & CM APPL. 13444/2014**

UNITED INDIA INSURANCE CO LTD .....Appellant

Through: Ms. Shikha Sapra, Adv.

versus

RAJESH JAIN & ORS .....Respondents

Through: Mr. Gopesh Tripathi, Advocate for  
claimant

**CORAM:**

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

### **JUDGMENT**

#### **ANISH DAYAL, J: (ORAL)**

1. This appeal has been filed challenging impugned award dated 2<sup>nd</sup> July 2014 passed by Motor Accidents Claims Tribunal [*'MACT'*], East District, Karkardooma Courts, Delhi in Petition No. 764/2008 granting compensation of Rs.27,06,624/- along with interest @ 8% per annum.

2. The accident occurred on 21.03.2008 at about 11.30 a.m., when deceased/*Ashish Jain* was coming back home on his motorcycle bearing no. DL-7S-AJ-3457. As the deceased/*Ashish Jain* reached near *Dharamshila Cancer hospital*, a Water Tanker (Truck) (*'offending vehicle'*) bearing no. DL-IGA-9788, driven by respondent no.5/driver at a high speed and in a rash and negligent manner, hit him. The head of deceased/*Ashish Jain* was crushed by the wheel/tyres of the offending vehicle. Subsequently, he was taken to LBS Hospital, where he was declared as *'brought dead'*.



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3. *Ms. Shikha Sapra*, Counsel for appellant/Insurance Company has challenged the impugned award on the ground that future prospects at 50% which, according to her, ought to be 40% basis the principles enunciated in ***National Insurance Co. Ltd. v. Pranay Sethi, (2017) 16 SCC 680*** considering that deceased/*Ashish Jain* was 26 years old at the time of accident and was self-employed and running his business.

4. It is evident from the impugned award and has not been disputed by the counsel for claimant that deceased/*Ashish Jain* was working as a retailer, inter-state exporter and was in the business of selling/purchasing spare automobile parts. The same finds mention in *paragraph 20* of the impugned award, as well.

5. Accordingly, in terms of principles enunciated in ***Pranay Sethi (supra)*** future prospects are allowed to be taken at 40%. Reliance may be placed on the observation made in this regard by the Supreme Court, extracted as under:

“59.4. In case the deceased was self-employed or on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. The established income means the income minus the tax component.”

(emphasis added)

6. Compensation awarded at Rs. 1,00,000/- towards *loss of love and affection* stands deleted, as per ***United India Insurance Company Limited vs. Satinder Kaur Alias Satwinder Kaur and Others (2021) 11 SCC 780***, as this head has been subsumed under loss of consortium. Relevant observations of the Supreme Court are extracted as under:

“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 added)

7. Compensation towards *loss of estate* and *funeral expenses* will be adjusted according to the principles enunciated in *Pranay Sethi (supra)*. MACT has not awarded compensation towards *loss of consortium*. In light of decisions of *Pranay Sethi (supra)* and *Magma General Insurance Co. Ltd. vs. Nanu Ram* (2018) 18 SCC 130, this Court deems it appropriate to award Rs. 1,20,000/- (40,000 x 4), considering that there were 4 family members.

8. Even though no cross-appeal has been filed by the claimants, it is well settled that the duty of the Claims Tribunal and the Appellate Court under *Section 168* of the Motor Vehicles Act, 1988 (*‘MV Act’*) is to award “*just compensation*” on the basis of the evidence placed on record. The determination of compensation cannot be circumscribed merely by the



amount claimed or by the absence of a cross-appeal or cross-objections by the claimant. In *Nagappa v. Gurudayal Singh* (2003) 2 SCC 274, the Supreme Court categorically held that there is no restriction under the MV Act that the Tribunal or Court cannot award compensation exceeding the amount claimed, so long as the compensation awarded is just, reasonable and supported by the evidence on record. Relevant paragraph is extracted as under:

*“21. For the reasons discussed above, in our view, under the MV Act, there is no restriction that the Tribunal/court cannot award compensation amount exceeding the claimed amount. The function of the Tribunal/court is to award “just” compensation which is reasonable on the basis of evidence produced on record. Further, in such cases there is no question of claim becoming time-barred or it cannot be contended that by enhancing the claim there would be change of cause of action. It is also to be stated that as provided under sub-section (4) to Section 166, even the report submitted to the Claims Tribunal under sub-section (6) of Section 158 can be treated as an application for compensation under the MV Act. If required, in appropriate cases, the court may permit amendment to the claim petition.”*  
(emphasis added)

9. Further, the appellate court, while exercising powers under *Order XLI Rule 33 of Code of Civil Procedure, 1908 (‘CPC’)*, is empowered to mould the relief and enhance compensation where the circumstances so warrant, even in the absence of a cross-appeal by the claimant. The guiding principle remains that the Court must ensure that the victim receives fair and adequate compensation in accordance with the mandate of the statute.

10. Another contention raised by *Ms. Shikha Sapra*, counsel for appellant/Insurance Company relates to the issue that respondent no.5/driver of offending vehicle was not holding a valid driving licence to drive the offending vehicle at the time of accident. This aspect has been taken into



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account by the MACT in *paragraph 26* of impugned award and right of recovery has been granted in favour of appellant/Insurance Company to recover the same from driver/respondent no.5 and owner/respondent no.6. Therefore, no further directions are required to be passed in this regard.

11. Revised computation is as under:

S. No.	Heads	Awarded by the Tribunal	Awarded by this Court
1	Income of deceased (A)	Rs. 16,808/-	Rs. 16,808/-
2	Add: Future Prospects (B)	Rs. 8,404/-	Rs. 6,723/-
3	Less: Personal expenses of deceased (C)	Rs. 12,606	Rs. 11,765.5
4	Loss of dependency (A+B)-C=D	Rs. 12,606/-	Rs. 11,765.5
5	Annual loss of dependency (Dx12) = (E)	Rs. 1,51,272/-	Rs. 1,41,186/-
6	Multiplier (F)	17	17
7	Total loss of dependency (E x F)= (G)	Rs. 25,71,624/-	Rs. 24,00,162/-
8	Compensation for loss of consortium (H)	Nil	Rs. 1,20,000/-
9	Compensation for loss of love and affection (I)	Rs. 1,00,000/-	Nil
10	Compensation for loss of estate (J)	Rs. 10,000/-	Rs. 15,000/-
11	Compensation towards funeral expenses (K)	Rs. 25,000/-	Rs. 15,000/-
12	Total compensation (G+H+I+J=K)= L	Rs. 27,06,624/-	Rs. 25,50,162/-
13	Rate of Interest Awarded	8%	8%

12. Appeal is accordingly disposed of in above terms.

13. By order dated 20<sup>th</sup> August 2014, this Court directed the appellant/Insurance Company to deposit 75% of the awarded amount along with cumulative interest with Registry of this Court and a stay was



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subsequently granted on the execution of impugned award.

14. Since the compensation has been reduced by *Rs. 1,56,462/-*, the surplus will be refunded to appellant/Insurance Company along with proportionate interest.

15. Pending application is rendered as infructuous.

16. Statutory deposit, if any, shall be refunded to appellant/Insurance Company.

17. Judgement be uploaded on the website of this Court.

**ANISH DAYAL, J**

**MARCH 9, 2026/sm/sp**