



2026:DHC:1466



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

% *Date of decision: 19<sup>th</sup> February 2026*

+ **MAC.APP. 92/2026, CAV 46/2026, CM APPL. 6530/2026, CM APPL. 6531/2026, CM APPL. 6532/2026, CM APPL. 6533/2026 & CM APPL. 6534/2026**

SHRIRAM GENERAL INSURANCE CO. LTD. ....Appellant

Through: Ms. Sunanda Nimisha, Advocate  
(through VC).

versus

NAUSHAD NAZ & ORS. ....Respondents

Through: Ms. Aruna Mehta, Mr. Lakshay Mehta, Mr. Sanjeev Mehta, Advocates for Respondent Nos.1 & 2.

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

### **JUDGMENT**

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

1. This appeal has been filed by the Insurance Company assailing the Award dated 14<sup>th</sup> October 2024 passed by the Motor Accident Claims Tribunal, Karkardooma Courts, Delhi (*'MACT'*) in DAR No.551/2016, by which, the compensation of Rs.28,90,300/- was awarded along with interest @ 9% per annum.



2. *Ms. Sunanda Nimisha*, counsel for appellant, at the outset, contends that by the impugned award, the MACT calculated the interest from date of filing till the date of award as *Rs.18,68,521/-* and computed the total amount payable as *Rs. 47,58,821/-* (i.e., *Rs. 28,90,300/- plus Rs. 18,68,521/-*). However, in *paragraph 35* of the impugned award, the compensation is stated to be *Rs. 47,58,821/-* along with interest @9% per annum from the date of filing of the petition till realization, which is clearly an error.

3. Notwithstanding that an amendment application has been moved by counsel for appellant before the MACT, it is crystal clear that contention on this issue should not brook any further delay. The compensation awarded, as per *paragraph 32* of the impugned award, is *Rs. 28,90,300/-*, with interest @ 9% per annum from the date of filing of the petition till realization. The component of interest separately calculated by the MACT in *paragraph 33* is unnecessary, as interest ought to be calculated directly @ 9% per annum on *Rs. 28,90,300/-* from date of filing of petition till realization to avoid any confusion in computation.

4. The award, to that extent, is modified.

5. As regards the other issue relating to the benchmark income of deceased being taken by the MACT at *Rs.15,000/-*, *Ms. Sunanda Nimisha*, counsel for appellant, states that the evidence placed on record could not have sustained a finding of *Rs.15,000/-* and minimum wages ought to have been awarded.



6. In response, *Ms. Aruna Mehta*, Advocate, who appears on advance notice for claimant, has presented the evidence of **PW-3**/*Ms. Naushad Naz (wife of deceased)*, who stated that her husband was working as a tailor with *S.K. Tailors* and getting a salary of *Rs.15,000/-*. **PW3** deposed that deceased was engaged in cutting and stitching gents' suits, coats, *sherwani*, pyjama, shirts, pants, etc. Further, **PW3** stated that the employer of deceased was satisfied with his work and that father of the deceased was also a tailor master, and deceased had learnt tailoring from his father. Initially, the employer was paying deceased *Rs.12,000/-* and after one year, the salary was increased to *Rs.15,000/-* and would have increased further. She also stated that deceased wanted to open his own shop in five years and his income would have increased to *Rs.30,000/-*.

7. In the cross-examination by counsel for Insurance Company, **PW-3** sustained her statement regarding the income of her husband. She stated that the deceased was getting salary in cash and had studied up to Class IX. She rebutted any suggestion that deceased was not working as a tailor or was not earning *Rs.15,000/-* per month.

8. The other evidence which has been relied upon is of **PW-4**/*Mr. Javed Akhtar alias Guddu (proprietor of the tailoring shop named SK Tailor)*, who stated in his evidence that the deceased late *Mohd. Abid* was working as a tailor since June 2013 till the date of accident and was being paid *Rs.15,000/-* per month. Signatures of *Mohd. Abid* were taken on voucher receipts at the time of giving him salary, and these were



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exhibited as **PW-2/1**. He also stated that deceased had a very bright future and presently tailors are getting salary of *Rs.20,000/-* per month.

9. In cross-examination, **PW-4** sustained his testimony. He clearly stated that *Mohd. Abid* joined the shop on 13<sup>th</sup> June 2013 as tailor master/*karigar* and vouchers were issued which were signed by the deceased/*Mohd. Abid*, these vouchers form part of the Trial Court record, which has been presented by *Ms. Aruna Mehta* to this Court. The Court has perused the same and find that the vouchers have been initially signed for *Rs.12,000/-* on 2<sup>nd</sup> March 2014 and since April 2014 for *Rs.15,000/-*.

10. Accordingly, the evidence seems to be robust, substantial and sufficient in order to uphold the benchmark income of *Rs. 15,000/-* as taken by the MACT.

11. In this view of the matter, nothing further survives in the appeal.

12. The appeal is disposed of with the modification regarding duplication of interest, as noted in *paragraph 3* above.

13. Appeal stands disposed of. Pending applications are rendered infructuous

14. Statutory deposit, if any, be refunded to the appellant.

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

**ANISH DAYAL  
(JUDGE)**

**FEBRUARY 19, 2026/ak/zb**