



2026:DHC:1905



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI***Date of decision: 25th February 2026*+ **MAC.APP. 86/2015 & CM APPL. 1394/2015**

UNITED INDIA INSURANCE CO LTDAppellant

Through: Mr. Pankaj Seth & Ms. Shruti Jain,
Advs.

versus

SUNHERO BANO & ORSRespondents

Through: Mr. Pankaj Gupta, Adv.
Mr. Rana Kunal, Adv. for R-3 & 4
(thru VC)**CORAM:**
HON'BLE MR. JUSTICE ANISH DAYAL**JUDGMENT****ANISH DAYAL, J (ORAL)**

1. This appeal has been filed by the Insurance Company assailing award dated 14th November 2014, passed by the Motor Accident Claims Tribunal, Karkardooma Courts, Delhi [*“Tribunal”*] in MACP No. 147/2012, whereby a sum of Rs. 12,13,272/- was awarded as compensation along with interest @ 9% per annum.

Incident

2. Accident took place on 16th March 2012, in which *Mohd Faisal* [deceased], an unmarried boy of 25 years, a rickshaw puller, died while he was travelling to *Seemapuri* from GTB Hospital. As per record, the rickshaw of deceased was hit by a truck no. *DL 1GB 5170* [*offending*



vehicle], which was coming from *Gagan Cinema side* at a very high speed after jumping red light. The offending vehicle was being driven by respondent no.3, owned by respondent no.4, and insured with appellant/Insurance Company. Deceased came under right side rear wheel of the truck and succumbed to his injuries. *Mohd Faisal* [deceased] was taken to GTB Hospital, where his post-mortem was conducted. **FIR No. 95/2012** was registered under *Sections 279/304 A* of the Indian Penal Code 1860 [*IPC*] against respondent no.3/driver at Police Station *Nand Nagari*.

Analysis

3. *Mr. Pankaj Seth*, Counsel for Insurance Company, aside from seeking alignment of various components of compensation in terms of the principles enunciated in *National Insurance Co. Ltd. v. Pranay Sethi* (2017) 16 SCC 680, challenges the award on basis that the driving license of the respondent no.3 was not valid for driving '*hazardous goods vehicle*', and, therefore, the liability ought not to have been fastened upon the appellant.

4. The said contention cannot be accepted. A perusal of the impugned award shows that the driver/respondent no.3 had entered the witness box as **R1W1** and had produced a certificate relating to training for safe transportation of hazardous goods [**Exhibit R1W1/A**]. Relevant paragraph is extracted as under:

“9. Respondent no. 1 Sh. Mahender Kumar has examined as R1W1, who deposed that he has undergone training for transporting the Hazardous goods and he has brought training certificate pertaining to safe transportation of Hazardous goods bearing SI. no. 713 and same is Ex. R1W1/A. Though,



the driver stepped into the witness box, but neither he deposed that accident did not occurred with his vehicle nor he stated that he was not at fault. His testimony is silent on this aspect.”

(emphasis supplied)

5. The Tribunal further recorded that the appellant/Insurance Company had not led any evidence to establish breach of policy conditions or to demonstrate that the driver was not duly authorised to drive the offending vehicle. In absence of such evidence, the Tribunal held the appellant/Insurance Company is liable to satisfy the award. Even otherwise, the issue was neither substantiated before the Tribunal nor supported by any material placed on record before this Court. Considering that more than a decade has elapsed since the passing of the award, the appellant cannot now be permitted to reopen the issue at the appellate stage. The contention of the appellant in this regard is therefore rejected.

6. As regards alignment of compensation, in terms of the principles enunciated in *National Insurance Co. Ltd. v. Pranay Sethi (supra)* following changes in computation are required:

- a. future prospects will be 40% instead of 50%;*
- b. deduction of personal expenses will be 50% considering that deceased was only 24 years of age at the time of accident and was a bachelor;*
- c. multiplier of '18' will be applicable;*
- d. loss of love and affection would not be awarded in terms of **United India Insurance Co. Ltd. v. Satinder Kaur**, (2021) 11 SCC 780 [paragraph nos.6-7];*
- e. loss of estate and funeral expenses will be Rs.15,000/- each;*



f. *loss of consortium* would be Rs.40,000/- x 2, since there were two dependants [parents of deceased.

7. Accordingly, compensation will be re-computed in above terms:

S. NO.	HEADS	AWARDED BY THE TRIBUNAL	AWARDED BY THIS COURT
1.	Income of deceased (A) (less Income Tax)	Rs.6656/-	Rs.6656/-
2.	Add Future Prospects (B)	50%	40%
3.	Less Personal expenses of the deceased (C)	1/2	1/2
4.	Monthly loss of dependency [(A +B)-C = D]	Rs.4992/-	Rs.4659/-
5.	Annual loss of dependency (Dx12)	Rs.59,904/-	Rs.55,908/-
6.	Multiplier (E)	18	18
7.	Total loss of dependency (Dx12xE = F)	Rs.10,78,272/-	Rs.10,06,344/-
8.	Medical expenses (G)	Nil	Nil
9.	Compensation for loss of consortium (H)	Nil	Rs.80,000/- [Rs.40,000 x 2]
10.	Compensation for loss of love and affection (I)	Rs.1,00,000/-	Nil
11.	Compensation for loss of estate (J)	Rs.10,000/-	Rs.15,000/-
12.	Compensation towards funeral expenses (K)	Rs.25,000/-	Rs.15,000/-
	Total compensation (F+G+G+I+J+K = L)	Rs.12,13,272 /-	Rs.11,16,344/-
	Interest Awarded	9%	9%

8. By order dated 27th January 2015, 60% of the compensation awarded was deposited along with accrued interest before the Tribunal.

9. In view of the modification of the award, the Tribunal shall re-



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compute the amount payable to the claimants in terms of the present judgment. If the amount already deposited by the appellant/Insurance Company exceeds the recomputed compensation along with accrued interest, the excess amount shall be refunded to the appellant/Insurance Company; balance amounts shall continue to be retained in Fixed Deposit Returns [FDRs] and disbursed in terms of directions in impugned award.

10. Accordingly, this Appeal stands disposed of in above terms.
11. A copy of this judgment be sent to the concerned Tribunal.
12. Pending applications, if any, are rendered infructuous.
13. Statutory deposit (if any) shall be refunded to appellant.
14. Judgement be uploaded on the website of this Court.

ANISH DAYAL, J

FEBRUARY 25, 2026/sm/tk