



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 29<sup>th</sup> DAY OF MAY, 2025

PRESENT

THE HON'BLE MRS. JUSTICE K.S.MUDAGAL

AND

THE HON'BLE MR. JUSTICE K. V. ARAVIND

MISCELLANEOUS FIRST APPEAL No.1567/2024 (MV)

C/W

MISCELLANEOUS FIRST APPEAL No.498/2024 (MV)

IN MFA No.1567/2024

BETWEEN:

- 1 . SMT. PRITI SINGH,  
W/O LATE SANTHOSH KUMAR SINGH,  
AGED ABOUT 30 YEARS,
- 2 . BABY SHIVESH SINGH,  
S/O LATE SANTHOSH KUMAR SINGH,  
AGED ABOUT 5 YEARS,  
SINCE MINOR, REP. BY HIS  
MOTHER AND NATURAL GUARDIAN,  
I.E., APPELLANT No.1.
- 3 . SRI ANJANI KUMAR SINGH,  
S/O LATE RAMASHRAY SINGH,  
AGED ABOUT 78 YEARS.
- 4 . SMT. SHAILKUMARI DEVI,  
W/O ANJANI KUMAR SINGH,  
AGED ABOUT 76 YEARS,

ALL ARE RESIDING AT  
No.9, 1<sup>ST</sup> FLOOR,  
13<sup>TH</sup> A CROSS ROAD, 5<sup>TH</sup> SECTOR,  
VENKATAPURA TEACHERS COLONY,

NEAR HSR LAYOUT,  
BENGALURU 560034

PERMANENT ADDRESS:  
R/AT BADASARI JAGIR,  
BADASARI BALLIA,  
BADASARI JAGEER,  
UTTAR PRADESH 277207

...APPELLANTS

(BY SRI R. VENKATESHA NAIDU, ADVOCATE)

**AND:**

1 . RELIANCE GENERAL INSURANCE CO. LTD.,  
5<sup>TH</sup> FLOOR, CENTENARY BUILDING,  
No.28, M. G. ROAD,  
BENGALURU 560001,  
(POLICY No.140121823340010720  
VALID FROM 26-04-2018 TO 25-04-2019)  
REPT. BY ITS MANAGER.

2 . SRI V. BALAKRISHNA,  
PROPRIETOR,  
M/S VEDA WATER SUPPLY,  
No.47, WARD No.191,  
NICE ROAD, BERETENA AGRAHARA,  
ELECTRONIC CITY,  
BENGALURU 560100.

...RESPONDENTS

(BY SRI D. VIJAYAKUMAR, ADVOCATE FOR R1;  
VIDE ORDER DATED 23.04.2024 NOTICE TO R2 IS DISPENSED  
WITH)

THIS MFA IS FILED UNDER SECTION 173(1) OF MV ACT  
AGAINST THE JUDGMENT AND AWARD DATED 02.11.2023  
PASSED IN MVC No.1987/2019 ON THE FILE OF THE XIII  
ADDITIONAL SMALL CAUSES JUDGE, ACMM, COURT OF SMALL  
CAUSES, MEMBER, MACT-15, BENGALRU SCCH-15, PARTLY

ALLOWING THE CLAIM PETITION FOR COMPENSATION  
SEEKING ENHANCEMENT OF COMPENSATION.

**IN MFA No.498/2024**

**BETWEEN:**

- 1 . RELIANCE GENERAL INSURANCE CO. LTD.,  
5<sup>TH</sup> FLOOR, CENTENARY BUILDING,  
No.28, M. G. ROAD,  
BENGALURU-560001,  
REP BY ITS MANAGER LEGAL.

...APPELLANT

(BY SRI D. VIJAYAKUMAR, ADVOCATE)

**AND:**

- 1 . SMT. PRITI SINGH,  
W/O LATE SANTHOSH KUMAR SINGH,  
AGED ABOUT 31 YEARS,
- 2 . BABY SHIVESH SINGH,  
S/O LATE SANTHOSH KUMAR SINGH,  
AGED ABOUT 5 YEARS 7 MONTHS
- 3 . SRI ANJANI KUMAR SINGH,  
S/O LATE RAMASHRAY SINGH,  
AGED ABOUT 79 YEARS,
- 4 . SMT. SHAILKUMARI DEVI,  
W/O ANJANI KUMARI SINGH,  
AGED ABOUT 77 YEARS,

ALL ARE R/AT No.9,  
1<sup>ST</sup> FLOOR, 13<sup>TH</sup> A CROSS ROAD,  
5<sup>TH</sup> SECTOR,  
VENKATAPURA TEACHERS COLONY  
NEAR HSR LAYOUT,  
BENGALURU-560034.

PERMANENT ADDRESS:  
R/AT BADASARI JAGIR,

BADASARI BALLIA,  
BADASARI JAGEER,  
UTTAR PRADESH-277207.  
SINCE RESPONDENT No.2 IS MINOR,  
REP. BY HIS MOTHER AND  
NATURAL GUARDIAN,  
I.E.,RESPONDENT No.1.  
SMT. PRITI SINGH.

5 . SRI V.BALAKRISHNA,  
PROPRIETOR,  
M/S VEDA WATER SUPPLY,  
No.47, WARD No.191, ICE ROAD,  
BERETENA AGRAHARA,  
ELECTRONIC CITY,  
BENGALURU-560100.  
(EXPARTE).

...RESPONDENTS

(BY SRI VENKATESHA NAIDU, ADVOCATE FOR R1 TO R4;  
NOTICE TO R5 IS DISPENSED WITH)

THIS MFA IS FILED UNDER SECTION 173(1) OF MV ACT  
AGAINST THE JUDGMENT AND AWARD DATED 02.11.2023  
PASSED IN MVC No.1987/2019 ON THE FILE OF THE XIII  
ADDITIONAL SMALL CAUSES JUDGE, ACMM, COURT OF SMALL  
CAUSES AND MEMBER, MACT-15, BENGALURU CITY (SCCH-  
15), AWARDED COMPENSATION OF RS.81,89,000/- WITH  
INTEREST AT 6 PERCENT P.A. FROM THE DATE OF PETITION  
TILL THE DATE OF DEPOSIT OF THE AWARD AMOUNT.

THESE MISCELLANEOUS FIRST APPEALS HAVING BEEN  
HEARD AND RESERVED FOR JUDGMENT ON 03.03.2025,  
COMING ON FOR PRONOUNCEMENT THIS DAY, JUDGMENT  
WAS PRONOUNCED AS UNDER.

CORAM: HON'BLE MRS. JUSTICE K.S.MUDAGAL  
AND  
HON'BLE MR. JUSTICE K. V. ARAVIND

**C.A.V. JUDGMENT**

(PER: HON'BLE MR. JUSTICE K.V. ARAVIND)

These appeals by the claimants and the insurer are filed being aggrieved by the judgment and award dated 02.11.2023 in MVC No.1987/2019 passed by the MACT, Bengaluru City.

2. MFA No.1567/2024 is filed by the claimants seeking enhancement of compensation, while MFA No.498/2024 is filed by the insurer disputing liability.

3. The claimants filed a petition under Section 166 of the Motor Vehicles Act, 1988 (for short, 'M.V. Act') seeking compensation of Rs.3.00 crore for the death of Santhosh Kumar Singh in a road traffic accident. It is averred in the claim petition that on 29.01.2019, at about 7:30 a.m., Santhosh Kumar Singh was riding his Honda Activa bearing registration No.KA-01-JA-0188 on HCL Company Road near Gyan Space Company, Phase-I, Electronic City, when the driver of a Water Tanker bearing registration No.KA-51-AB-8523, coming from East to West at high speed and in a rash and negligent manner without adhering to traffic rules, dashed against the Honda Activa. Due to the impact, Santhosh Kumar Singh sustained

grievous injuries and, though he was shifted to Sparsh Hospital, he succumbed to the injuries on the way to the hospital.

4. It is pleaded that the claimants spent a sum of Rs.2.00 lakh towards transportation of the dead body and funeral expenses. It is stated that the deceased was working as a Technical Lead at HCL Technologies Limited and was earning Rs.1,37,350/- per month. It is further alleged that the accident occurred due to the rash and negligent driving of the water tanker by its driver, and that respondent No.1, being the insurer of the offending water tanker, is liable to pay the compensation.

5. Upon service of notice, respondent No.2 remained absent and was consequently placed *ex parte*. Respondent No.1 appeared and filed objection statement, wherein the age, avocation, and income of the deceased were denied. Furthermore, respondent No.1 denied that the accident occurred due to the rash and negligent driving of the offending vehicle and contended that the accident was caused by the negligence of the deceased, who was riding his vehicle in a rash and negligent manner, without a valid driving license and without wearing a head guard.

6. The claimants examined three witnesses and got 33 documents marked. The respondents examined RW.1 and got marked Ex.P.1. Upon appreciation of the evidence, the Tribunal held that the accident occurred due to the rash and negligent driving of the water tanker, and that the vehicle was covered under the insurance policy. Accordingly, respondent No.1 was found liable to pay the compensation. The Tribunal noted Rs.53,326/- as the monthly salary of the deceased, after deducting applicable taxes. However, considered Rs.40,000/- per month for the purpose of assessment of compensation. In addition to compensation under other notional heads such as consortium, loss of love and affection, loss of estate, funeral, and transportation expenses, the Tribunal determined the total compensation at Rs.81,89,000/- with simple interest at 6% per annum. The Tribunal further directed respondent No.1, the insurer, to deposit the awarded amount.

7. Sri. Vijaya Kumar, learned counsel for the insurer, submits that the accident occurred due to the negligence of the deceased. He contends that an FIR was registered against the driver of the water tanker based on a complaint of a person, who was not an eyewitness. It is further submitted that the driver of the water tanker has been falsely implicated in order

to claim compensation. Counsel also submits that Ex.P.3, the spot sketch, was prepared to support the case of the deceased. There was no negligence on the part of the driver of water tanker, and that any negligence contributed to by the driver of the water tanker was minimal. In response to the appeal filed by the claimants for enhancement of compensation, learned counsel argues that the compensation awarded by the Tribunal is just and reasonable.

8. Sri. R. Venkatesha Naidu, learned counsel appearing for the claimants submits that the water tanker was moving in the wrong direction, i.e., opposite to the vehicle of the deceased. He contends that the accident was caused due to the rash and negligent driving of the tanker, in violation of traffic rules. It is further submitted that the deceased sustained grievous injuries as a result of the negligent driving of the offending water tanker and succumbed to those injuries on the way to the hospital. Learned counsel also submits that the deceased was aged 35 years at the time of death and was earning a monthly salary of Rs.1,37,350/-, which should be considered for computing compensation, after deducting professional tax and income tax.



9. It is further submitted that the deceased had secured permanent employment after the completion of his probationary period of 12 months, and as such, future prospects should be awarded at 50%, treating his employment as permanent. Counsel also submits that the Tribunal's deduction of allowances paid while considering the monthly income is incorrect.

10. It is further submitted that there are four claimants- parents, wife, and son, and that all the claimants are entitled to an award of compensation under the head 'loss of consortium. Learned counsel contends that the Tribunal erred in awarding only Rs.40,000/- towards loss of consortium.

11. Having considered the submissions of learned counsel for the parties, the point that arise for consideration are,

- i) *Whether the Tribunal was justified in holding that the accident occurred due to rash and negligent driving of water tanker bearing No. KA 51 AB 8523?*
- ii) *Whether the compensation awarded by the Tribunal is just and proper and requires interference by Court?*

**ANALYSIS****Re. Point No.1**

12. The occurrence of the accident involving the Activa Honda and the water tanker is not in dispute, nor is the death of Santhosh Kumar Singh due to the injuries sustained in the accident. The insurer contends that the accident occurred due to the rash and negligent riding of the motorcycle by the deceased. The claimant, PW.1, has filed a complaint, and an FIR has been registered. According to Ex.P.1-FIR, the driver of the water tanker was driving in the opposite direction and collided with the Honda Activa.

13. The spot sketch, which is part of the record, shows that the width of the road is 25 feet. The Honda Activa was moving from West to East, and the water tanker was moving from East to West. The two-wheeler was on the extreme left, while the water tanker was positioned beyond the middle of the road, heading towards the North. Had the tanker not violated traffic rules, it should have been positioned towards the extreme South, not the North side. Both vehicles had 12.5 feet for free movement. The position of the water tanker was 21 feet from South to North, clearly indicating that it was moving on the wrong side of the road, opposite to the two-wheeler.

Additionally, charge sheet has been filed against the driver of the water tanker. The insurer has failed to rebut the evidence adduced by the claimants in the charge sheet, the spot sketch etc. In light of these facts, the Tribunal was justified in holding that the accident occurred due to the rash and negligent driving by the driver of the water tanker. As the policy of the offending vehicle was active, the Tribunal rightly directed the insurer to satisfy the award. Accordingly, Point No.(i) is answered affirmatively.

**Re. Point No.(ii)**

14. The employment of the deceased with HCL Technologies Limited, Bengaluru, is not in dispute. The claimants have produced salary slips issued by HCL Technologies Limited to substantiate the employment. PW.2 was examined to prove the deceased's employment. According to the evidence of PW.2, the deceased was drawing a gross salary of Rs.1,37,350/- per month and was a permanent employee.

15. Salary slips for the months of November and December 2018, and January 2019 are together marked as Ex.P.12. According to Ex.P.12, the deceased was drawing gross salary of Rs.1,37,350/-, inclusive of allowances. The claimants contend that, except for income tax and professional tax, no other

deductions should be made from the gross salary. On the other hand, the insurer contends that various allowances are not part of the salary and should be deducted while computing the loss of dependency.

16. The Hon'ble Supreme Court, in the case of ***Fakirchand Taneja and others vs. Oriental Insurance Company Limited and another***, reported in **2023 ACJ 338**, while examining the deductions to be made from the gross salary, held that, in accordance with the judgment in ***National Insurance Co. Ltd. vs. Pranay Sethi, [(2017) 16 SCC 680]***, the income to be considered is the actual income less tax paid. It was further held that the consideration of basic salary alone, while ignoring allowances such as Conveyance Allowance, House Rent Allowance, etc., is incorrect.

17. In ***Pranay Sethi*** (*supra*), the Hon'ble Supreme Court has held as under,

*"59.3. While determining the income, an addition of 50% of actual salary to the income of the deceased towards future prospects, where the deceased had a permanent job and was below the age of 40 years, should be made. The addition should be 30%, if the age of the deceased was between 40 to 50 years. In case the deceased was between the age of 50 to 60 years, the addition should be 15%. Actual salary should be read as actual salary less tax.*

*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."*

*"59.8. Reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs 15,000, Rs 40,000 and Rs 15,000 respectively. The aforesaid amounts should be enhanced at the rate of 10% in every three years."*

18. As held by the Hon'ble Supreme Court in ***Pranay Sethi*** (*supra*), established and sustainable income is to be considered. The allowances, namely Car Allowance, Holiday Allowance, Fuel and Vehicle Maintenance, Compensatory Allowance, Engagement Performance Bonus, and Food Valet, are paid in addition to the basic salary and HRA. Pay slips for the months of November and December 2018, and January 2019, indicate that these allowances were paid consistently every month, without variation. These allowances are in lieu of employment and form part of the salary. The allowances are part of the pay package agreed upon between the deceased and the employer. In assessing just compensation, amounts that were to be paid to the deceased by his employer, whether as perks or under any other nomenclature, should be added to his monthly income. Such monthly income forms the basis for computing compensation.

19. It is relevant to refer the following judgments of the Hon'ble Supreme Court,

(i) In ***Sunil Sharma and Others vs. Bachitar Singh and Others, (2011) 11 SCC 425***, wherein it has been held as under,

***"(a) Computation of income***

**6.** In the case of *National Insurance Co. Ltd. v. Indira Srivastava* [(2008) 2 SCC 763 : (2008) 1 SCC (Cri) 550 : (2008) 1 SCC (Civ) 744 : AIR 2008 SC 845] S.B. Sinha, J. has observed that: (SCC p. 767, para 9)

"9. The term 'income' has different connotations for different purposes. A court of law, having regard to the change in societal conditions must consider the question not only having regard to pay-packet the employee carries home at the end of the month but also other perks which are beneficial to the members of the entire family. Loss caused to the family on a death of a near and dear one can hardly be compensated on monetary terms."

**7.** His Lordship also stated that if some facilities were being provided whereby the entire family stood to benefit, the same must be held to be relevant for the purpose of computation of total income on the basis of which the amount of compensation payable for the death of the kith and kin of the applicants was required to be determined. This Court held that: (*Indira Srivastava case* [(2008) 2 SCC 763 : (2008) 1 SCC (Cri) 550 : (2008) 1 SCC (Civ) 744 : AIR 2008 SC 845] , SCC p. 768, para 12)

"12. ... superannuation benefits, contributions towards gratuity, insurance of medical policy for self and family and education scholarship were beneficial to the members of the family."

**8.** This Court clarified that by opining that: (*Indira Srivastava case* [(2008) 2 SCC 763 : (2008) 1 SCC (Cri) 550 : (2008) 1 SCC (Civ) 744 : AIR 2008 SC 845] , SCC p. 771, para 17)

“ ‘just compensation’ must be determined having regard to the facts and circumstances of each case. The basis for considering the entire pay-packet is what the dependants have lost [in view of] death of the deceased. It is in the nature of compensation for future loss towards the family income.”

and that: (*Indira Srivastava case* [(2008) 2 SCC 763 : (2008) 1 SCC (Cri) 550 : (2008) 1 SCC (Civ) 744 : AIR 2008 SC 845] , SCC p. 772, para 19)

“19. The amounts, therefore, which were required to be paid to the deceased by his employer by way of perks, should be included for computation of his monthly income as that would have been added to his monthly income by way of contribution to the family as contradistinguished to the ones which were for his benefit. We may, however, hasten to add that from the said amount of income, the statutory amount of tax payable thereupon must be deducted.”

**11.** Based on the aforementioned judgments, we are of the view that deductions made by the Tribunal on account of HRA, CCA and medical allowance are done on an incorrect basis and should have been taken into consideration in calculation of the income of the deceased. Further, deduction towards EPF and GIS should also not have been made in calculating the income of the deceased.

(ii) ***Triveni Kodkany vs. Air India Ltd., (2021) 19***

**SCC 214**, wherein it has been held as under,

**"9.** Both the sides have prefaced their submissions by relying on the principles which have been evolved by the court in determining compensation under the Motor Vehicles Act, where an accident has resulted in death. The table which we have reproduced in the earlier part of the judgment would indicate that the total CTC per

annum, on account of the employment of the deceased, to his employer was AED 4,82,395. This comprises of the basic pay, house rent allowance, transport allowance, telephone allowance, LTA, medical aid and gratuity. The ion which has been made by the employer in the salary of the deceased is, in our view, no reason to make any deductions from the total CTC of AED 4,82,395. The consolidated amount is the amount annually borne by the employer on account of the employment of the deceased. Hence, we are unable to accept the reasons which weighed with NCDRC in making a deduction of AED 30,000 from the total CTC. Similarly and for the same reason, we are unable to accept the submission of Air India that the transport allowance should be excluded. The bifurcation of the salary into diverse heads may be made by the employer for a variety of reasons. However, in a claim for compensation arising out of the death of the employee, the income has to be assessed on the basis of the entitlement of the employee. We, therefore, proceed for the purpose of computation on the basis of the annual income of AED 4,82,395."

**"11.** The material on record does not indicate that the deceased was entitled to a specified quantum of ESOPs as a matter of right. These would be linked to performance. Apart from the letter of the employer, no evidence was produced before NCDRC to indicate that the ESOPs were payable at a certain rate or quantum every year. These were incentives paid to the deceased. Similarly, the other financial benefits which have been adverted to in the above extract from the letter dated 21-3-2011, have not been demonstrated to be a matter of right. The letter indicates that the deceased was *eligible* for certain benefits on an annual basis. In the absence of cogent evidence indicating that this was a part of the salary package which was payable to the deceased as an entitlement irrespective of performance, we are not inclined to accept the submission that the incentive benefits should be added back to the income for the purposes of computation."

20. In view of the consistent payment of allowances from month to month, it must be considered as established and



sustainable income. Merely bifurcating the earnings under different heads does not alter the character of the income of the deceased. What is essential to consider is the consistent income of the deceased. Payments made under various heads to the deceased remain part of his income. The allowances cannot be considered speculative, as they were paid consistently on month-to-month basis. Ex.P.10, the Offer-cum-Appointment Letter, provides the salary structure. According to the agreed structure between the employer and the deceased, the deceased was entitled to monthly allowances under various heads, in addition to the basic salary. While the allowances may be separated from the basic salary, they nonetheless remain part of the composite earnings of the employee/deceased. The payment of allowances is not attached with any other contingencies, to consider it as not permanent or not accrued. The right to allowances has accrued to the deceased under the pay package as agreed by the employer.

21. The Tribunal committed an error in holding that the deceased was in the probationary period and that his entire salary paid could not be considered. The Tribunal considered the income of the deceased at Rs.40,000/-, which has no legal or logical basis. The Division Bench of this Court in **United**

***India Insurance Co. Ltd. vs. Anbu C and others, in MFA******No.8643/2015 (MV)*** held as under,

"... For the purpose of quantifying compensation under the head 'loss of income', the tribunal has rightly added 50% of the monthly salary towards future prospects. The same is vehemently objected by the learned Counsel for the appellant contending that the deceased was just aged about 25 years and died within one month or so after joining the company; there was no guarantee that the deceased would get permanent employment inasmuch as he was still under the probationary period. Such submission of the learned Counsel for the appellant cannot be accepted. It is most unfortunate that a young boy aged about 25 years has lost his life in the accident within one month of joining his duty. He cannot be blamed for his fate. In the first month itself, he got Rs.21,000/- per month apart from the performance bonus. He had to look after his parents. Therefore, it cannot be said that his probationary period would not have been declared, etc. or the deceased would not have got any promotion in life. Since the company in which the deceased was working is stated to be a reputed travel and tourism company which is having about 1,500 employees and as the deceased was paid sumptuous salary in the first month of probation period itself, the tribunal in our considered opinion is justified in adding 50% of his income towards future prospects. Thus the monthly salary which is to be taken into consideration for the purpose of quantifying compensation is Rs.31,500/- (Rs.21,500/- + Rs.10,000/-). The same is the amount arrived at by the tribunal."

22. Applying the observations made by the co-ordinate Bench, what must be considered is the suitable income. There is no reason for the Tribunal to assume that the deceased's probationary period would not have been successfully completed, and that the same salary paid would not have remained stable or appreciated. What the Tribunal failed to

consider is that if the deceased was drawing a salary of Rs.1,37,350/- during the probationary period, the skills and expertise recognized by the employer should not have been disregarded. PW.2 clearly deposed that the employment of deceased was permanent. Considering the deceased was aged 35 years, the evidence of PW2 cannot be doubted.

23. Ex.P.12, the salary slips for the months of November and December 2018, and January 2019, clearly demonstrate the consistent payment of a salary of Rs.1,37,350/- per month. Given the consistency of the payments across these three months, it is reasonable to rely on Ex.P.12 for assessing the income for the purpose of compensation. The total annual income of the deceased is calculated as  $\text{Rs.1,37,350/-} \times 12 = \text{Rs.16,48,200/-}$ . Deductions towards professional tax amount to Rs.2,400/-, and Rs.3,06,240/- is deducted for income tax, based on the tax slabs applicable under the Finance Act, 2019, which is the year of the accident. After these deductions, the total annual income is Rs.13,39,560/-.

24. The Tribunal considered Ex.P.15, the SSLC Marks Card, to determine the age of the deceased as 35 years. The claimants, who are the parents, wife, and son of the deceased, were financially dependent on him. In light of the judgment of the

Hon'ble Supreme Court in ***Sarla Verma and others vs. Delhi Transport Corporation and another*** (AIR 2009 SCC 3104), 1/4<sup>th</sup> of the income of the deceased is to be deducted towards personal expenses. Considering that the deceased was aged 35 years, the Tribunal rightly applied a multiplier of 16.

25. In view of ***Pranay Sethi*** (*supra*), considering that the deceased was aged 35 years and was not in permanent employment, 40% of the income is to be added towards future prospects. Therefore, the compensation for loss of dependency is calculated as follows:

$$\begin{aligned} &\text{Rs.13,39,560} - 1/4^{\text{th}} (\text{Rs.3,34,890}) = \text{Rs.10,04,670/-} \\ &\text{Rs.10,04,670} + 40\% (\text{Rs.4,01,868}) = \text{Rs.14,06,538/-} \\ &\text{Rs.14,06,538} \times 16 = \text{Rs.2,25,04,608/-}. \end{aligned}$$

26. The claimants are the parents, wife, and son of the deceased. In view of ***Pranay Sethi*** and ***Magma General Insurance Co. Ltd.***, (*supra*), each dependent claimant is entitled to compensation under the head 'loss of consortium' in the amount of Rs.40,000/-. Considering that the accident occurred in 2019, a 10% increase is to be applied every three years. Therefore, each of the claimants is entitled to Rs.40,000/- + 20% [10%+10%] = Rs.48,000/- towards parental, spousal, and filial consortium.

$$\text{Rs.48,000} \times 4 = 1,92,000/-.$$

27. Similarly, the claimants are entitled to Rs.15,000/- plus 20% [10%+10%] towards loss of estate and funeral expenses which comes to Rs.18,000/- each. Accordingly, the claimants are entitled to the following compensation,

Sl.No.	Particulars	Amount in Rs.
1.	Loss of dependency	Rs.2,25,04,608/-
2.	Loss of consortium	Rs. 1,92,000/-
3.	Loss of Estate	Rs. 18,000/-
4.	Funeral Expenses	Rs. 18,000/-
	<b>Total</b>	<b>Rs.2,27,32,608/-</b>

28. The claimants are entitled to a total compensation of Rs.2,27,32,608/-. Tribunal has awarded compensation of Rs.81,89,000/-. Therefore, the claimants are entitled to enhanced compensation of Rs.2,27,32,608 - Rs.81,89,000 = 1,45,43,608/-.

29. In light of the above, the following,

- (i) MFA No.1567/2024 by the claimants is **allowed-in-part** and MFA No.498/2024 by the insurer is dismissed.
- (ii) The judgment and award dated 02.11.2023 passed in MVC No.1987/2019 is modified as under,
  - (a) The claimants are entitled to enhanced compensation of Rs.1,45,43,608/- with

simple interest at 6% p.a. from the date of petition till it's realisation.

- (iii) The respondent-insurer shall deposit the enhanced compensation before Tribunal within four weeks from the date of receipt of copy of this order.
- iv) The order of the Tribunal with regard to apportionment and investment is maintained.
- v) Registry shall transmit the TCR to the Tribunal forthwith.

**Sd/-  
(K. S. MUDAGAL)  
JUDGE**

**Sd/-  
(K. V. ARAVIND)  
JUDGE**

mv