



2026 INSC 625

REPORTABLE

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 3676 OF 2026

@ SPECIAL LEAVE PETITION (CIVIL)
NO.8162 OF 2020

RELIANCE GENERAL INSURANCE COMPANY LTD.

APPELLANT (S)

VERSUS

AVTAR SINGH & ORS.

R1 : AVTAR SINGH

R2 : DEEPAK

R3 : SHAKTI KATOCH

RESPONDENT (S)

O R D E R

Heard learned counsel for the parties.

2. Leave granted.

3. The appellant has moved this Court against the impugned order dated 15.01.2020 passed by the High Court of Delhi in MAC. APP. 1015/2018 by which the High Court has enhanced the compensation amount granted by the MACT, Rohini, Delhi in favour of Respondent No.1 vide award dated 29.09.2018. However, the main area of challenge is to the following portion of the order impugned which reads as under:

"11. For compensation payable towards 'future

attendant charges', the insurance company shall deposit an amount of Rs. 10,00,000/- with the claimant's bank, over which the insurer shall have a lien. Monthly amounts in terms of the notified minimum wage shall be released by the banker from this deposit to the claimants towards attendant charges. When the monies get exhausted, it shall be replenished by a similar amount to be disbursed towards further notified rates for the life time of the claimant. Should there be a balance of this deposited amount upon the demise of the claimant, the same shall be returned to the insurer. The monies already paid shall be set off. In view of the extensive nature of the injury sustained by the injured, the compensation towards 'loss of general amenities and enjoyment of life' is enhanced from Rs. 1,50,000/- to Rs. 5,00,000/-"

4. At the outset, learned Senior Counsel for the appellant submits that the impugned order is too vague to be implemented and is based on probabilities which ought not to have been done as the High Court in its discretion ought to have quantified the

compensation amount. It was submitted that such an open-ended order, especially with regard to compensation, creates a situation where both the sides are unsure and uncertain of the future.

5. Moreover, it was submitted that this is a novel way of computing compensation and most importantly, the Court cannot predict as to how long the Insurance Company itself would be in existence to fulfill the demand and thus, it had to be quantified as a one-time lump sum settlement amount to be paid and to be utilized for the benefit of the injured-claimant-respondent No.1.

6. It was contended that the Court may consider the fact that as per the report of the Doctor in the evidence, though there is an issue with regard to the claimant not being able to perform even his basic daily routine, independently and would thus be requiring an attendant, the amount of Rs. 5,000/- (Rupees Five Thousand) per month for an attendant quantified by the MACT is perfectly justified and appropriate. It was further contended that an independent investigator sent by the appellant to check on the physical condition of the claimant, revealed that he can fully recognize, interact and walk around, meaning thereby that for most of his daily requirements, he is self-sufficient and may be with regard to some faculties, if there is a deficiency, one attendant per day would be more than sufficient to take care of such eventuality.

7. Learned counsel relied upon the decision of this Court in the cases of Lalan D. @ Lal vs The Oriental Insurance Company Ltd., 2020 (9), SCC 805, paragraphs No. 1 and 16 being relevant. As also Rushi alias Ruchi Thapa vs. Oriental Insurance Company Limited, 2025(1) SCC 635, the relevant being as paragraphs No. 1, 15 and 16, to contend that the Court may cap the figure at Rs. 30,00,000/- (Rupees Thirty Lakhs). It was contended that the claimant is doing well even after almost over a decade of the accident, which clearly shows that the resources needed by him would not be too much.

8. Learned counsel for the respondent No.1/claimant submits that the respondent No.1 is almost in a pitiable condition as though he is alive, but for all practical purposes, he is totally cut off from the society inasmuch as he cannot recognize and he cannot take decisions and may not be able to do even basic daily functions where a decision has to be taken, for example, even if food is placed before him, there needs to be someone to tell him to consume the food etc. Thus it was contended that the requirement of an attendant would be 24/7, which means at least two persons per day and going by today's rates, even on a conservative assessment, no attendant would be available for less than Rs 10,000/- (Rupees Ten Thousand) per month. It was contended that the Court may thus take a realistic view in the matter and award him appropriate compensation.

9. We have considered the rival contentions in depth. The picture which emerges is clear. The respondent No.1 is in a condition which undeniably indicates that he has to be dependent on a full-time attendant 24/7. The matter is of more concern for the reason that at the age of 55 plus, the respondent No.1 is no more a child and to handle him is a much difficult task. This is one aspect of the matter. The other aspect of the matter is that this Court has always taken a real-time assessment of the compensation and does not approach the issue as a formality. The purpose for insurance is to ensure that the person insured is covered in real terms for an eventuality which may be unfortunate, but is an incidence of life and cannot be shred away from. Thus, the basic issue of the appellant requiring at least two attendants per day till the time he survives, as also the rates at which such help can be engaged, as also the cost of his expenditure, and medical expenses, persuade us to award a lump sum compensation of Rs.50,00,000/- (Rupees Fifty Lakhs).

10. Accordingly, the appeal stands disposed of in the following terms.

(a) A sum of Rs.50,00,000/- (Rupees Fifty Lakhs) shall be paid by the appellant to the respondent No. 1. The amount will be paid by the appellant-Insurance Company within six weeks from today.

(b) This amount is full and final amount and whatever has already been paid shall be adjusted from the said Rs.50,00,000/- (Rupees Fifty Lakhs) by the appellant-insurance company. We also deem it appropriate that initially, a sum of Rs.45,00,000/- (Rupees Forty Five Lakhs) shall be invested in a fixed deposit with a nationalized bank bearing the maximum interest rate on auto-renewal facility and through his next friend i.e., the brother who is taking care of the respondent No.1 shall be allowed to draw a sum of Rs.5,00,000/- (Rupees Five Lakhs) for the present at one go for meeting the immediate expenses for the time being. When, further money would be required to be drawn, the same shall be drawn at reasonable intervals, from the main corpus, not exceeding Rs. 2,00,000/- (Rupees Two Lakhs) at a time.

11. Before parting, we deem it appropriate to refer to the precedents relied upon by learned Senior Counsel for the appellant. The Court would not dwell much on the same for the simple reason that a case for compensation has to be dealt totally individually on the facts and circumstances of that particular case. Thus, all these decisions, at best, are persuasive in nature and in the present case, we have arrived at a figure being well conscious of the ground realities and the need to sufficiently compensate the

respondent No.1, so as to ensure that the remainder of his life is spent with some dignity.

12. Pending application(s), if any, shall stand disposed of.

.....J.
(AHSANUDDIN AMANULLAH)

.....J.
(R. MAHADEVAN)

NEW DELHI
MARCH 23, 2026.

ITEM NO.37

COURT NO.13

SECTION XIV-A

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s).
8162/2020

[Arising out of impugned final judgment and order dated 15-01-2020 in MACA No. 1015/2018 passed by the High Court of Delhi at New Delhi]

RELIANCE GENERAL INSURANCE COMPANY LTD.

Appellant(s)

VERSUS

AVTAR SINGH & ORS.

Respondent(s)

Date : 23-03-2026 This appeal was called on for hearing today.

CORAM : HON'BLE MR. JUSTICE AHSANUDDIN AMANULLAH
HON'BLE MR. JUSTICE R. MAHADEVAN

For Appellant(s) : Mr. Joy Basu, Sr. Adv.
Mr. Anoop George, Adv.
Ms. Prerna Mehta, AOR

For Respondent(s) : Mr. Gopal Jha, AOR
Ms. Shireesha Sharma, Adv.
Ms. Priyanshi Goel, Adv.

O R D E R

Leave granted.

2. Civil Appeal stands disposed of in terms of the reportable signed order placed on the file.

3. Pending application(s), if any, shall stand disposed of.

(SACHIN KUMAR SRIVASTAVA)
COURT MASTER (SH)

(ANJALI PANWAR)
ASSISTANT REGISTRAR