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2026:DHC:9958

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

***Reserved on:28th September 2026.***
***Pronounced on:06th November 2026.***
***Uploaded on:06th November 2026.***

\# **CNR No. DLHC010247582026**

\+ **MAC.APP. 374/2026, CM APPL. 37334/2026 & CM APPL. 37335/2026.**

BHARAT GHAI (THROUGH HIS WIFE HARPREET KAUR)

.....Appellant

Through: Mr. Sanjeev Ralli, Sr. Advocate with Mr. Chetanya Baweja, Mr. Ravi Kant Yadav, Ms. Nivedita Sharma, Advocates.

versus

RAJU GROVER (SINCE DECEASED) THROUGH HIS LRS & ANR. (BAJAJ ALLIANZ GENERAL INSURANCE COMPANY LTD.)

.....Respondent

Through: Ms. Sunanda Nimisha, Advocate for R-2/Insurance Company.

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

**JUDGMENT**

**%**

**ANISH DAYAL, J.**

1. This appeal has been filed seeking enhancement of compensation awarded by the Motor Accident Claims Tribunal, South-West District, Dwarka Courts, New Delhi [hereinafter '***MACT/Tribunal***'], *vide* impugned award dated 16th March 2026, passed in *MACT No. 620/2022*, whereby compensation of *Rs.1,52,76,996/-* along with interest at the rate of 7.5% per annum, was awarded [hereinafter '***impugned award***'].

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2. The injured/claimant [*appellant herein*], *Bharat Ghai*, represented through his next friend and wife, *Ms. Harpreet Kaur*, suffered grievous injuries in an accident which occurred on 11th February 2022, when the injured/claimant, along with his wife, minor children and mother, reached *BSF Camp*, *Chhawala*, *Najafgarh Road*, in their *Maruti Ertiga* car, which was thereafter parked on the roadside. After alighting, when the injured/claimant opened the rear door on the driver's side to help his children in getting down, he was struck by a *Maruti Swift* car bearing registration no. *DL 9CAV 8246* [hereinafter, '***offending vehicle***'].

3. Due to the impact, the injured/claimant's head hit and got stuck against the windshield of the *Maruti Swift*, whereafter he was dragged for a distance of *20-30 feet*. Resultantly, the injured/claimant lost consciousness and was taken to the hospital, where he was diagnosed with "*severe hypoxic brain injury with bed bound status with bowel bladder involvement*". Injured/claimant is a case of '*100% permanent physical impairment*' and his condition was stated as "*not likely to improve*" in the disability certificate [**Ex.PW1/11]**, issued by the Medical Board of *Janakpuri Super Speciality Hospital* and proved by **PW-2,** *Dr. Pravendra Singh*, In-charge, Disability Cell, *Janakpuri*, *Super Speciality Hospital*. The injured is, therefore, in a '*comatose state*'.

4. *Ms. Harpreet Kaur*, wife of injured/claimant, who testified as **PW-1**, in her evidence by way of affidavit, claimed a compensation of *Rs.2,00,00,000/-* along with interest at the rate of 9% per annum. The functional disability of injured/claimant was assessed at 100% by the MACT.

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5. *Mr. Sanjeev Ralli*, Senior Advocate for injured/claimant, has sought enhancement of compensation on various grounds, which, as per him, have not been properly assessed by the MACT. *Mr. Ralli* submits that the MACT has failed to take into account the continuous expenses incurred by the family, considering that the injured/claimant has been in a continuous *comatose state* since the date of the accident and would continue to be in the said state for the rest of the life. His family consists of a wife, two school going children, aged 13 and 17 years respectively, as well as an old-aged mother of *80 years*. The injured/claimant was merely *39 years* of age at the time of the accident and has been in a *coma* since then.

6. Accordingly, *Mr. Sanjeev Ralli*, Senior Advocate for injured/claimant, initially sought enhancement of compensation on the following grounds:

(i) ***First***, that no compensation has been awarded towards *loss of amenities*;

(ii) ***Second***, that inadequate compensation has been awarded towards *pain and suffering and mental and physical shock*, at *Rs.2,00,000/-* only;

(iii) ***Third***, that injured/claimant's claim for compensation, under the head of *loss of consortium* was denied, despite the injured/claimant being in a coma, thereby, practically resulting in a *loss of consortium* for his family. In this regard, reliance was placed by *Mr. Ralli* upon the decision of ***Maya Singh and Others v. Oriental Insurance Co. and others***, 2025 INSC 161;

(iv) ***Fourth***, in view of the judgement passed by the Supreme Court

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in ***New India Assurance Company Ltd. v. Dolly Satish Gandhi***, 2026 SSC OnLine SC 861, an amount of *Rs.9,95,015/-* has been erroneously deducted on account of the amount received under the *Mediclaim policy*;

(v) ***Fifth***, that the claim for *Rs.2,32,376/-* towards *invoices of expenses incurred on essential medical consumables, purchased through Amazon*, have been unreasonably rejected;

(vi) ***Sixth***, that the *pharmacy bills* amounting to *Rs.19,76,382/-* have been restricted to a mere amount of *Rs.3,00,000/-* on the ground of lack of medical prescriptions;

(vii) ***Seventh***, that the claim of *Rs.2,09,512/-* towards *various bills* has been rejected solely because photocopies of the bills were filed, despite the respondents having raised no objection when given the opportunity to do so;

(viii) ***Eighth***, that the claim for expenditure of *Rs.35,000/-* incurred towards *homeopathic consultation* was rejected;

(ix) ***Ninth***, that the claim of *Rs.2,57,863/-* towards *Ayurvedic bills* was denied, even though it was clearly stated that the doctor's presence could not be secured, as he was based in *Hyderabad* and had been consulted telephonically;

(x) ***Tenth***, that the award of compensation towards *physiotherapy charges* at *Rs.12,825/-* is highly inadequate, since the necessity of availing physiotherapy had been sufficiently established;

(xi) ***Eleventh***, that the compensation of *Rs.1,00,000/-* awarded towards *future physiotherapy expenses* was inadequate, since the injured/claimant would require lifelong physiotherapy;

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(xii) ***Twelfth***, that the compensation towards *future attendant charges* was determined on the basis of minimum wages of an unskilled worker; whereas the same ought to have been calculated on the basis of minimum wages of a '*skilled worker*';

(xiii) ***Thirteenth***, that the *loss of future income* of injured/claimant was incorrectly assessed on the basis of his income for Financial Year [hereinafter, '***FY***'] 2020-2021, i.e. Assessment Year [hereinafter, '***AY***'] 2021-2022, which coincided with the COVID-19 pandemic, during which the event management industry, in which injured/claimant was engaged, was significantly affected;

(xiv) ***Fourteenth***, that the compensation of *Rs.5,00,000/-* awarded towards *future medical expenses* is inadequate, considering the lifelong requirement for medicines, blood tests and related expenses, and;

(xv) ***Fifteenth,*** that the claim for compensation towards *future contingent medical expenses* was erroneously denied.

7. *Mr. Sanjeev Ralli*, Senior Advocate for injured/claimant, however, subsequently stated, on instructions, that he did not wish to press the claims under *(i), (ii), (viii) and (xv)*, i.e. towards *loss of amenities*, *pain and suffering and mental and physical shock*, *homeopathic consultation*, and *future contingent medical expenses* respectively.

8. *Ms. Sunanda Nimisha*, Advocate for Insurance Company, countered the submissions made by *Mr. Ralli*, essentially stating that the quantum of compensation had been duly evaluated by the MACT and

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did not warrant intervention by the Court. *Ms. Nimisha* contended that the MACT had rendered its findings after careful perusal of the documents on record, assigning reasons for each of its findings, and therefore, the impugned award did not merit enhancement.

9. Each of the other claims, as pressed by *Mr. Ralli*, Senior Advocate for injured/claimant, and countered by *Ms. Sunanda Nimisha*, counsel for Insurance Company, are discussed and assessed as under:

***Loss of Future Income***

10. As regards the *loss of future income*, *Ms. Harpreet Kaur*/**PW-1** deposed that the injured/claimant was engaged in '*event management*' and was earning *Rs.7,00,000/-* per annum prior to the accident.

11. For this purpose, **PW-5**, *Sh. Surendra Meena*, *Senior Tax Assistant* of the Income Tax Department was examined, who placed on record Income Tax Returns [hereinafter '***ITRs***'] of the injured/claimant for AY 2018-19, 2019-20, 2020-21 and 2021-22. The injured/claimant had not filed any ITR for AY 2022-2023, the accident having occurred on 11th February 2022.

12. The details of the ITRs filed by injured/claimant were summarized by the MACT as under:

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| ITRs of Sh. Bharat Ghai | | | | | |
|---|---|---|---|---|---|
| Assessment Year | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
| ITR Form Type | ITR 1 Sahaj | ITR 1 Sahaj | ITR 1 Sahaj | ITR 1 Sahaj | ITR not filed for income earned for the period from 01.04.2021 to 11.02.2022 |
| Gross Salary | ₹1,41,131/- | ₹7,70,068/- | 0 | 0 | |
| Income chargeable under the Head 'Salaries' | ₹1,41,131/- | ₹7,30,068/- | 0 | 0 | |
| Income chargeable under the Head 'House Property' | 0 | 0 | 0 | 0 | |
| Income from Other Sources | ₹1,12,550/- | ₹5,985/- | ₹5,03,623/- | ₹2,48,153/- | |
| Gross Total Income | ₹2,53,681/- | ₹7,36,053/- | ₹5,03,623/- | ₹2,48,153/- | |
| Total Deductions | ₹4,550/- | ₹1,25,555/- | ₹6,129/- | ₹6,358/- | |
| Total Income | ₹2,49,130/- | ₹6,10,500/- | ₹4,97,490/- | ₹2,41,800/- | |
| Tax Paid | 0 | ₹40,984/- | 0 | 0 | |
| Date of Filing | 22.08.2018 | 27.12.2019 | 04.01.2021 | 30.03.2022 | |

13. For the purpose of determining the injured/claimant's income, the MACT solely considered the ITR for FY 2020-21 i.e. AY 2021-22, thereby rejecting the ITRs for AY 2018-19, 2019-20 as well as 2020-21. In the opinion of this Court, the reasoning adopted by the MACT in this regard is flawed.

14. ***Firstly***, the MACT noted that the injured/claimant and his legal representatives had failed to file the ITR for AY 2022-2023, even though the accident occurred on 11th February 2022. Therefore, despite having complete knowledge that the injured/claimant had been in a *comatose state* since the date of the accident, the MACT noted that "*the incapacity*

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*did not absolve the petitioner of statutory obligation to file a return of income and discharge his tax liability, if any, for the relevant period*". The MACT thereafter proceeded to hold that the non-filing of ITR for AY 2022-2023 warranted an inference that the injured/claimant did not have any taxable income during the said assessment year. This determination is completely unfair, unjust and illogical.

15. It is pertinent to note that towards the end of FY 2021-2022, the injured/claimant had been rendered *comatose* due to the said accident. Therefore, in such circumstances, the family could not have been expected to have gathered the injured/claimant's income documents and ensure that his ITRs were filed in the aftermath of such a tragedy.

16. The MACT failed to consider that the injured/claimant had duly filed ITRs for all the previous assessment years. These ITRs had also been accepted by the Income Tax authorities, and assessment orders had been passed under Section 143 of the Income Tax Act, 1961. Therefore, it could not be said that the injured/claimant was not an earning individual. It was also nobody's case that he was employed with any company or firm or was receiving a salary. Being an *event management professional*, his income would naturally have been variable. The MACT, however, seems to have been persuaded solely by the non-filing of the ITR for AY 2022-23.

17. ***Secondly***, the MACT noted that the ITR for AY 2021-22 was filed on 30th March 2022, i.e. after the accident had already taken place and the injured/claimant had been rendered incapacitated. On this basis, the MACT proceeded to note that "*no satisfactory explanation has been*

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*furnished as to why the return for AY 2022-2023 could not similarly have been filed*". This observation, yet again, is illogical, out of context and fails to take into account the facts and circumstances of the case.

18. The family, at best, could have ensured that the accountants, who would have been in possession of the injured/claimant's financial documents for FY 2020-21 [AY 2021-2022], duly filed his returns. It is one thing to expect the family to follow up with the accountants for filing the ITR on the basis of records, already available for the previous financial year. However, it is an entirely different matter to expect the family to collate and piece together the financial records for the financial year in which the injured/claimant had met with an accident, and thereafter file the returns.

19. ***Thirdly***, despite making an adverse observation on account of non-filing of the ITR for AY 2022-23, the MACT proceeded to assess the injured/claimant's benchmark income on the basis of the last ITR filed by him for AY 2021-22, at *Rs.2,48,153/-* per annum, thereby, taking his most proximate available income.

20. While in some cases, the aforesaid assessment may be considered reasonable, the same has to be weighed in the facts and circumstances of each case. The principles regarding assessment of benchmark income in such cases have now been clarified by the Supreme Court in ***Rashmirekha Tripathy v. Sriram General Insurance Co. Ltd.***, 2026 SCC OnLine SC 1256, wherein the Court held that, in cases of self-employed/individuals carrying out their own business, the average of the income specified in the ITRs of up to the previous three years ought to

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be taken as a reference point for assessment of annual income from their business.

21. Even though the COVID-19 pandemic having commenced around March 2020, the income declared for FY 2018-19 [AY 2019-2020] would arguable be the most accurate reflection of the injured/claimant's earnings, in deference to the judgment of the Supreme Court in ***Rashmirekha Tripathy*** (*supra*), what needs to be considered is the average of the income specified in the ITRs of the last three years, i.e. of AY 2019-20, 2020-21 and 2021-22. Accordingly, the benchmark income of injured/claimant shall be calculated at [*Rs.7,36,053/- + Rs.5,03,623/- + Rs.2,48,153/-*] ÷3 = ***Rs.4,95,943/-***.

22. The MACT also noted that *Ms. Harpreet Kaur*/**PW-1**, in her evidence by way of affidavit, had not asserted that the injured/claimant's income had been affected by the COVID-19 pandemic; however, *Mr. Ralli*, Senior Advocate for injured/claimant, had strenuously argued this aspect even before the MACT, in that the income earned during the COVID-affected years ought not to form the basis for determining *loss of income*.

23. Accordingly, this Court has undertaken the exercise of averaging the income earned over three years, which would account for any variation in the income, whether upwards or downwards, in any particular year.

***Deduction towards Mediclaim policy***

24. This aspect has now been clarified by the Supreme Court in ***Dolly***

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***Satish Gandhi*** (*supra*), whereby the Court has held that the amount received under a *Mediclaim/medical insurance policy* cannot be deducted from the compensation payable under the Motor Vehicles Act, 1988 ['***MV Act***'], including compensation awarded under the head of *medical expenses*. The Court observed that the two amounts stand on different footings- *one* is statutory, while the *other* is contractual. The amount received under *Mediclaim* is "*only a sequitur of premiums having been paid in the past*" while the other is "*an entitlement as a consequence of an accident or death in a motor vehicle accident*". The amount received under the MV Act is guided by the principes of *just compensation* and arises out of a *beneficial legislation*, therefore, the statutory entitlement stands on a higher pedestal and cannot be equated with amount received under Mediclaim.

25. Accordingly, the deduction of *Rs. 9,95,015/-* made by the MACT towards amount received by injured/claimant under his *medical insurance policy*, as noted in *paragraph 60.2* of the impugned award, shall stand set aside, and the said amount shall not be deducted from *Rs.64,64,810/-*.

***Pharmacy Bills***

26. A claim of *Rs.19,76,382/-* had been made by the injured/claimant towards *pharmacy bills* up to 07th February 2025. This amount included bills from *Manocha Medicos*, amounting to *Rs.15,26,656/-*; bills from *Tata 1MG*, amounting to *Rs.1,40,082/-*; as well as bills from other pharmacies, amounting to *Rs.3,09,644/-*.

27. In order to prove the bills issued by *Manocha Medicos*, reliance

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was placed upon the testimony of **PW-6**, *Sh. Manorath Kumar* [*working as a salesman with Manocha Medicos*], as well as upon the medical opinion rendered by *Dr. Rana Patir* on 10th April 2024, exhibited as **Ex.PW11/3**.

28. The MACT, however, rejected the aforesaid claim stating that "*a large monetary claim of more than Rs. 19lakhs solely towards pharmacy expenses, necessarily demands strict scrutiny and credible documentary substantiation*". The MACT further observed that "*the fundamental infirmity in the claim towards pharmacy expenses is the absence of corresponding medical prescriptions*".

29. The testimony of **PW-6**/*Sh. Manorath Kumar* was also rejected by the MACT on the ground that during his cross-examination, **PW-6**/*Sh. Manorath Kumar* admitted that the bills did not mention the prescriptions on the basis of which medicines had been sold.

30. **PW-11**, *Dr. Chinmay Arora*, who was an associate of the treating doctor, *Dr. Rana Patir*, proved the medical opinion dated 10th April 2024 [**Ex.PW11/3**]. However, since **PW-11**, *Dr. Chinmay Arora*, had failed to produce any prescriptions to correlate the medicines reflected in the pharmacy bills with the medical advice rendered by *Dr. Rana Patir*, the said testimony was also rejected. The MACT further noted that the last discharge summary of the injured/claimant dated 10th June 2023, exhibited as **Ex.PW9/6**, prescribed medicines only for a limited period, ranging from *one week* to *ten days*.

31. Moreover, no original allopathic prescription had been produced by the injured/claimant to justify the pharmacy expenditure. Photocopies

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of two allopathic prescriptions, issued by *Dr. Saurabh Bansal* and *Dr. Rana Patir* respectively, formed a part of **Ex.PW1/18**, but the originals thereof had not been produced. The MACT, therefore, rejected the claim of *Rs. 19,76,382/-* and proceeded to award a lump sum of *Rs.3,00,000/-* towards *pharmacy expenses*.

32. *Mr. Sanjeev Ralli*, Senior Advocate for the injured/claimant, in this regard, vehemently argued that the MACT failed to consider that the injured/claimant remains in a *comatose state* and requires continuous medical treatment.

33. Pursuant to the directions of the Court, *Mr. Ralli*, Senior Advocate for the injured/claimant, provided a tabulation of each bill and the corresponding medical record. The said tabulation, consisted of 111 [*one hundred and eleven*] entries of bills from *Manocha Medicos*, which formed a part of **Ex.PW1/8**, **PW1/16**, **PW1/20**, as well as a separate list of documents dated 28th Mach 2025, together amounting to *Rs.11,37,259/-*. For each of these bills, the specific advice to which it relates has been documented, along with corresponding invoice numbers. An illustrative extract of the first 6 invoices is being reproduced hereinbelow for ready reference:

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**MANOCHA MEDICOS**

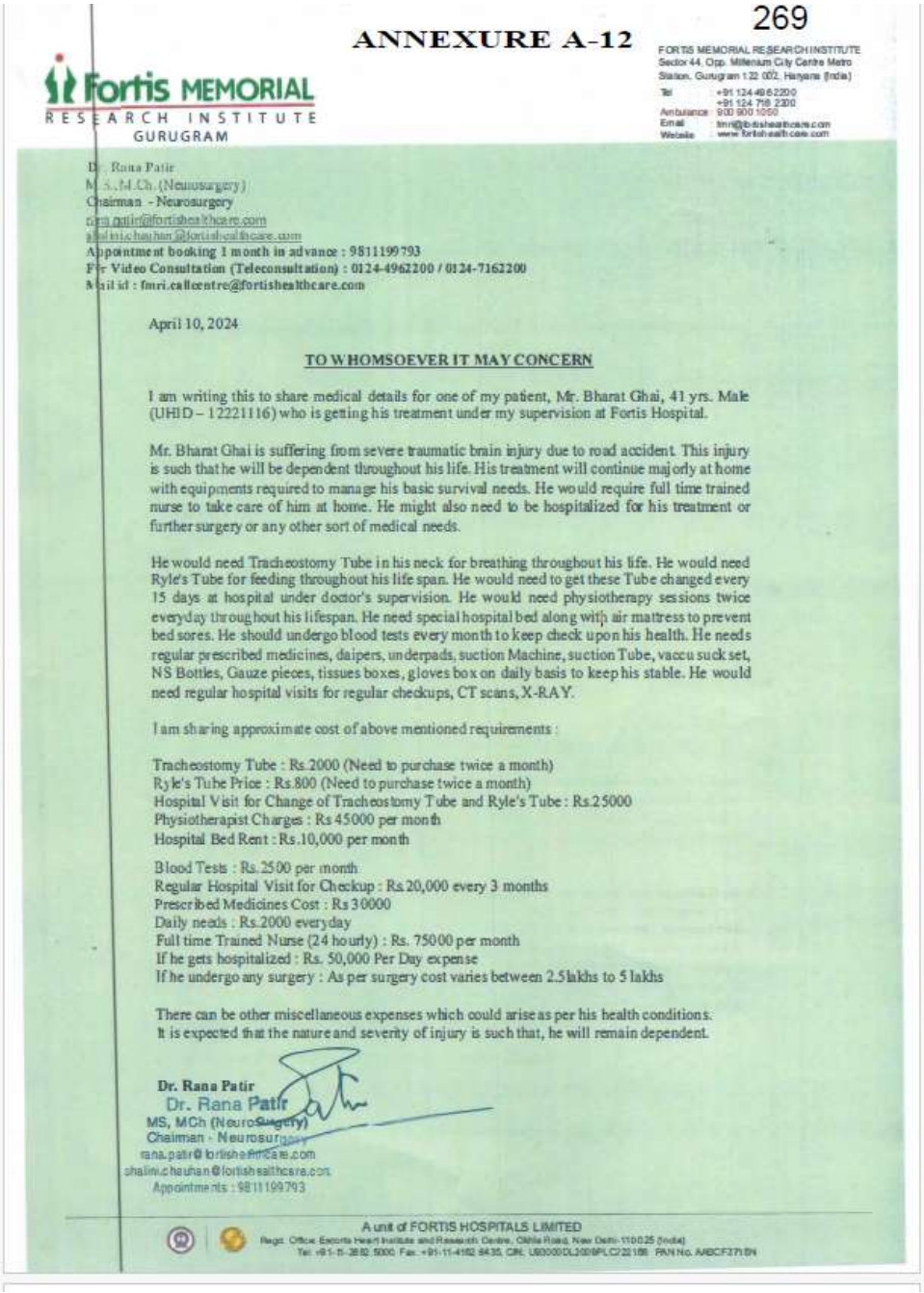
| S. No | LCR Page | Bill Amount | Invoice No. | Exhibit | Relevant Medical doc. | |
|---|---|---|---|---|---|---|
| 1. | 419 | 900 | 61291 | PW 1/8 | Medical Advice Dt. 10.04.2024 | |
| 2. | 421 | 757.04 | 61835 | PW 1/8 | Medical Advice Dt. 10.04.2024, Discharge Summary Dt. 21.03.2022 | |
| 3. | 423 | 4825.31 | 61960 | PW 1/8 | Medical Advice Dt.10.04.2024, Discharge Summary Dt. 21.03.2022 | |
| 4. | 428 | 2701.68 | 61422 | PW 1/8 | Medical Advice Dt.10.04.2024, Discharge Summary Dt. 21.03.2022, Prescription Dt. 13.10.2023 | |
| 5. | 429 | 2268 | 61439 | PW 1/8 | Medical Advice Dt.10.04.2024 | |
| 6. | 444 | 3591 | 63299 | PW 1/8 | Medical Advice Dt.10.04.2024 | |

34. A similar chart had also been provided in respect of the bills issued by *Tata 1mg* and other pharmacies.

35. The medical advice rendered by *Dr. Rana Patir*, *Fortis Hospital, Gurugram*, dated 10th April 2024, has also been assessed by this Court and is reproduced hereinbelow for reference:

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ANNEXURE A-12

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Fortis MEMORIAL RESEARCH INSTITUTE GURUGRAM

FORTIS MEMORIAL RESEARCH INSTITUTE
Sector 44, Opp. Millenium City Centre Metro Station, Gurugram 122 002, Haryana (India)
Tel +91 124 496 2200
+91 124 716 2200
Ambulance 900 900 1050
Email fmri@fortishealthcare.com
Website www.fortishealthcare.com

Dr. Rana Patir
M.S., M.Ch. (Neurosurgery)
Chairman - Neurosurgery
rana.patir@fortishealthcare.com
shalini.chauhan@fortishealthcare.com
Appointment booking 1 month in advance : 9811199793
For Video Consultation (Teleconsultation) : 0124-4962200 / 0124-7162200
Mail id : fmri.callcentre@fortishealthcare.com

April 10, 2024

TO WHOMSOEVER IT MAY CONCERN

I am writing this to share medical details for one of my patient, Mr. Bharat Ghai, 41 yrs. Male (UHID – 12221116) who is getting his treatment under my supervision at Fortis Hospital.

Mr. Bharat Ghai is suffering from severe traumatic brain injury due to road accident. This injury is such that he will be dependent throughout his life. His treatment will continue majorly at home with equipments required to manage his basic survival needs. He would require full time trained nurse to take care of him at home. He might also need to be hospitalized for his treatment or further surgery or any other sort of medical needs.

He would need Tracheostomy Tube in his neck for breathing throughout his life. He would need Ryle's Tube for feeding throughout his life span. He would need to get these Tube changed every 15 days at hospital under doctor's supervision. He would need physiotherapy sessions twice everyday throughout his lifespan. He need special hospital bed along with air mattress to prevent bed sores. He should undergo blood tests every month to keep check upon his health. He needs regular prescribed medicines, daipers, underpads, suction Machine, suction Tube, vaccu suck set, NS Bottles, Gauze pieces, tissues boxes, gloves box on daily basis to keep his stable. He would need regular hospital visits for regular checkups, CT scans, X-RAY.

I am sharing approximate cost of above mentioned requirements :

Tracheostomy Tube : Rs.2000 (Need to purchase twice a month)
Ryle's Tube Price : Rs.800 (Need to purchase twice a month)
Hospital Visit for Change of Tracheostomy Tube and Ryle's Tube : Rs.25000
Physiotherapist Charges : Rs 45000 per month
Hospital Bed Rent : Rs.10,000 per month

Blood Tests : Rs.2500 per month
Regular Hospital Visit for Checkup : Rs.20,000 every 3 months
Prescribed Medicines Cost : Rs 30000
Daily needs : Rs.2000 everyday
Full time Trained Nurse (24 hourly) : Rs. 75000 per month
If he gets hospitalized : Rs. 50,000 Per Day expense
If he undergo any surgery : As per surgery cost varies between 2.5lakhs to 5 lakhs

There can be other miscellaneous expenses which could arise as per his health conditions.
It is expected that the nature and severity of injury is such that, he will remain dependent.

Dr. Rana Patir
Dr. Rana Patir
MS, MCh (Neurosurgery)
Chairman - Neurosurgery
rana.patir@fortishealthcare.com
shalini.chauhan@fortishealthcare.com
Appointments : 9811199793

A unit of FORTIS HOSPITALS LIMITED
Regd. Office: Escorts Heart Institute and Research Centre, Okhla Road, New Delhi-110025 (India)
Tel: +91-11-2682 5000, Fax: +91-11-4182 9435, CIN: U85000DL2005PLC232186, PAN No. AABCF2710N

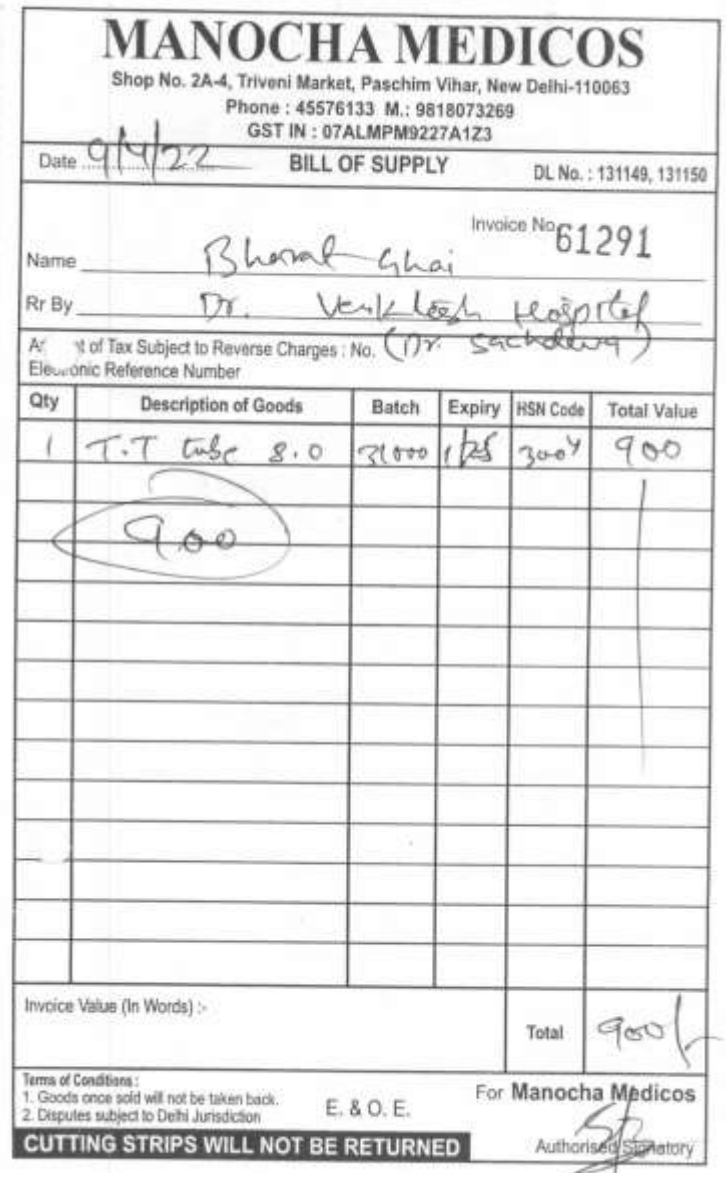
36. The aforesaid document provides a fair assessment of the nature of expenses that may be incurred by the injured/claimant, particularly towards *Tracheostomy tube*, *Ryles tube*, *Hospital Visit for change of these tubes*, *Physiotherapist Charges*, *Hospital Bed Rent*, *cost of Prescribed Medicines*, *daily needs*, *Full-Time Trained Nurse* as also

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*Future hospitalization and surgery expenses*. The same are not being paraphrased since the complete details have been extracted hereinabove.

37. The Court further notes that these invoices have either been issued with a specific reference to *Mr. Bharat Ghai* as the patient or pertain to various medical consumables, which would have been required for his treatment. For ready reference, two of these invoices have been extracted hereinbelow:



**MANOCHA MEDICOS**

Shop No. 2A-4, Triveni Market, Paschim Vihar, New Delhi-110063
Phone : 45576133 M.: 9818073269
GST IN : 07ALMPM9227A1Z3

Date 9/4/22 — BILL OF SUPPLY — DL No. : 131149, 131150

Invoice No. 61291

Name Bharat Ghai

Rr By Dr. Venkatesh Hospital

Amount of Tax Subject to Reverse Charges : No. (Dr. Sachdeva)

Electronic Reference Number

| Qty | Description of Goods | Batch | Expiry | HSN Code | Total Value |
|---|---|---|---|---|---|
| 1 | T.T Tube 8.0 | 31000 | 1/25 | 3004 | 900 |
| | 900 | | | | |

Invoice Value (In Words) :- Total 900/-

Terms of Conditions :
1. Goods once sold will not be taken back.
2. Disputes subject to Delhi Jurisdiction

E. & O. E.

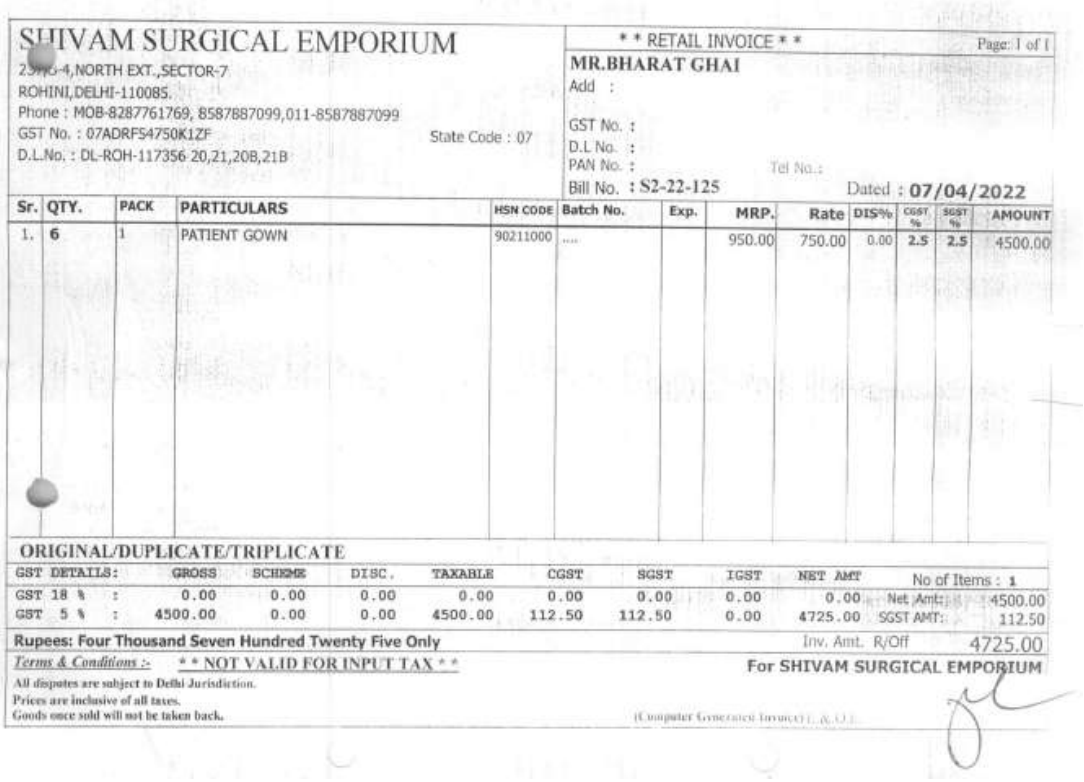
For Manocha Medicos

Authorised Signatory

CUTTING STRIPS WILL NOT BE RETURNED

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SHIVAM SURGICAL EMPORIUM
23/6-4, NORTH EXT., SECTOR-7
ROHINI, DELHI-110085.
Phone : MOB-8287761769, 8587887099, 011-8587887099
GST No. : 07ADRFS4750K1ZF State Code : 07
D.L.No. : DL-ROH-117356 20,21,208,21B

** RETAIL INVOICE ** Page: 1 of 1

MR.BHARAT GHAI
Add :
GST No. :
D.L No. :
PAN No. : Tel No.:
Bill No. : S2-22-125 Dated : 07/04/2022

| Sr. | QTY. | PACK | PARTICULARS | HSN CODE | Batch No. | Exp. | MRP. | Rate | DIS% | CGST % | SGST % | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1. | 6 | 1 | PATIENT GOWN | 90211000 | .... | | 950.00 | 750.00 | 0.00 | 2.5 | 2.5 | 4500.00 |

ORIGINAL/DUPLICATE/TRIPLICATE

| GST DETAILS: | GROSS | SCHEME | DISC. | TAXABLE | CGST | SGST | IGST | NET AMT |
|---|---|---|---|---|---|---|---|---|
| GST 18 % : | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| GST 5 % : | 4500.00 | 0.00 | 0.00 | 4500.00 | 112.50 | 112.50 | 0.00 | 4725.00 |

No of Items : 1
Net Amt: 4500.00
SGST AMT: 112.50

Rupees: Four Thousand Seven Hundred Twenty Five Only
Inv. Amt. R/Off 4725.00

Terms & Conditions :- * * NOT VALID FOR INPUT TAX * *
For SHIVAM SURGICAL EMPORIUM
All disputes are subject to Delhi Jurisdiction.
Prices are inclusive of all taxes.
Goods once sold will not be taken back.
(Computer Generated Invoice) (E. & O.E.)

38. Therefore, having perused the chart, the invoices as well as the corresponding medical advice, the Court does not see any reason why these expenses ought not to be awarded to the injured/claimant, considering that they are corroborated by the expenses estimated by the treating doctor, *Dr. Rana Patir*.

***Future medical expenses***

39. As regards the compensation awarded towards *future medical expenses*, the same shall be considered in view of the opinion rendered by *Dr. Rana Patir* as also the estimated expenses.

40. Numerous bills have been produced on record in respect of the expenditure incurred towards the treatment and care of the injured/claimant, who continues to be in a *comatose state*. This Court is

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conscious of the plight of the injured/claimant, as well as the hardships faced by the family members in providing for the injured/claimant's continued treatment and care.

41. It is a settled principle of law that compensation under the MV Act cannot be awarded on account of pittance. It is the duty of the Court to award *just and reasonable* compensation. In cases where the injured claimant remains in a *comatose/vegetative state*, quantification of compensation necessarily requires the Court to make a reasonable estimation, having regard to the surrounding circumstances and practical realities, as the actual and future expenses cannot always be precisely ascertained or awarded on the basis of proved expenditure alone.

42. Accordingly, the compensation awarded herein has been assessed by applying the multiplier method, with a view to ensuring a degree of standardisation in the assessment of compensation while striving to arrive at an amount that is just, reasonable and adequate, in the facts and circumstances of the present case.

43. Since it would be very difficult to estimate the amount which would be required by the injured/claimant towards *medical expenses in the future*, the estimation of *Rs.50,000/-* per month towards all *medical expenses* is considered as justified, along with a multiplier of 15.

44. Accordingly, *future medical expenses* shall be calculated at *Rs.90,00,000/-* [*Rs. 50,000 x 12 x 15*].

***Bills from Amazon***

45. Expenses incurred by way of *Amazon bills*, as discussed by the

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Tribunal in *paragraphs 91-92* of the impugned award, have been rejected on the ground that there was nothing on record to establish that the Amazon invoices were actually paid. The Tribunal noted that the invoices merely indicated that the orders were placed; there was no indication of whether said items were actually delivered and received by the injured/claimant or his family.

46. Some of these Amazon invoices have been examined by the Court. However, in the opinion of this Court, it is difficult to corroborate the same with the medical prescriptions. These clearly form a part of the continuing expenses, which are being accounted for under the head of *future medical expenses*.

***Ayurvedic Bills***

47. *Ayurvedic bills*, as examined by the MACT in *paragraphs 78-80* of the award, were rejected on the ground that neither was any Ayurvedic doctor examined nor was any original bill produced. The MACT noted that photocopies of two Ayurvedic prescriptions, issued by *Dr. J.R. Raju*, *Ayurvedic Physician*, formed a part of **Ex.PW1/8**, but did not have any stamp, registration or GST details. The same were, therefore, rejected.

48. This Court has also perused the said *Ayurvedic Bills* and finds that the finding of the MACT in this regard, cannot be faulted with.

***Loss of Consortium***

49. As regards the compensation towards *loss of consortium*, the Court notes that the concept has been explained by the Supreme Court in

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various judgements, *inter alia*, ***National Insurance Co. Ltd. v. Pranay Sethi***, (2017) 16 SCC 680, ***Magma General Insurance Co. Ltd. v. Nanu Ram***, (2018) 18 SCC 130, and, more recently, in ***Sameem Begum v. K. Venkat Swamy***, 2026 SCC OnLine SC 1577, wherein the Court elaborated upon the concept of consortium, describing '*spousal consortium*', as the rights arising out of the marital relationship between a husband and a wife and the corresponding loss suffered by the '*surviving spouse*', as a result of the death of their spouse.

50. Similarly, '*parental consortium*' was explained by the Supreme Court to refer to the compensation which a child was entitled to receive on account of the '*premature death*' of their parent; '*filial consortium*' was defined as the right of the parents to be compensated in cases of '*death of the child*'. In this regard, the relevant paragraphs from ***Sameem Begum*** (*supra*) are extracted as under:

> "***5.5.*** *This Court in National Insurance Company Limited v. Pranay Sethi[9] dealt with the different heads under which compensation is to be awarded to the victim who had died in a motor accident. "Loss of consortium" is one of such heads. In Magma General Insurance Company Limited v. Nanu Ram[10]. It was observed,*
>
> > *"...In legal parlance, "consortium" is a compendious term which encompasses "spousal consortium", "parental consortium", and "filial consortium". The right to consortium would include the company, care, help, comfort, guidance, solace and affection of the deceased, which is a loss to his family. With respect to a spouse, it would include sexual relations with the deceased spouse[11]."*
>
> *(Para 21)*

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> ***5.5.1.*** *The 'spousal consortium' normally refers to the rights pertaining to relationship of a husband and wife which allow compensation to the surviving spouse for loss of company, society, cooperation, affection and aid of the other in the conjugal relations. The consortium amount which is granted to the child is called 'parental consortium' to be paid on the premature death of a parent. It is in the nature of compensation for parental aid, protection, affection, society, discipline, guidance and training which would have been available to the child had a parent been alive. The concept of 'filial consortium' is the right of parents to be compensated when there is accidental death of a child, for, parents would suffer shock and agony on loss of child during their lifetime. The filial consortium reflects the inbuilt love, affection and bond prevalent in the family for the children.*
>
> (emphasis added)

51. A conjoint reading of the aforesaid judgements elucidates the settled position of law that compensation towards *loss of consortium* is payable in cases involving the '*death*' of a person.

52. Therefore, while the Court is conscious of the unfortunate circumstances of the injured/claimant and is deeply sympathetic about the fact that the accident has left the injured/claimant in a *comatose state*, the Court is of the opinion that it would not be appropriate to depart from the principles enunciated by the Supreme Court in this regard.

***Rejection of photocopies***

53. A claim of *Rs. 2,09,512/-*, made by the injured/claimant towards various expenses incurred by him on account of *Attendant charges*, *Ayurveda bills*, *ambulance charges*, *Special Bed*, *Allopathic Consultation*, *OPD/Consultancy Fees*, *Blood Tests/Other Laboratory*

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*Tests* as well as certain *pharmacy expenditure*, was rejected on the ground that only photocopies of these bills had been placed on record, and that had these bills had not been proved before the Tribunal.

54. In the opinion of this Court, the finding of the MACT, in this regard, cannot be faulted with, particularly, when compensation towards the expenses duly proved by the injured/claimant, is being awarded to him. Furthermore, no such bills have been produced before this Court either.

55. Although, in this regard, *Mr. Ralli* places reliance upon the decision of the Gauhati High Court in ***M/S National Insurance Co. Ltd. v. Smt. Thangpuii & Anr.***, Motor Accident Claims Appeal No. 2 of 210, and that of the Bombay High Court in ***Cholamandalam MS General Insurance Co. Ltd through its Manager v. Ms. Charu Ashok Kandal and Others***, 2025:BHC-AS:21837-DB, in the absence of supporting evidence, the same do not persuade this Court to interfere with the finding of the MACT in this regard.

***Physiotherapy charges***

56. As per the opinion of *Dr. Rana Patir*, the treating doctor, the approximate cost of physiotherapist charges would have been *Rs.45,000/-* per month. In this regard, the testimony of *Ms. Harpreet Kaur*/**PW1** has also been noted, whereby she stated that that she was regularly paying a sum of about *Rs. 2,000/-* per day as a physiotherapist was required to visit the injured/claimant twice a day and his charges had been *Rs.1,000/-* per visit. It was stated that visits by the physiotherapist twice a day continued until October 2022, but were thereafter reduced to

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once a day, as *Ms. Harpreet Kaur*/**PW1** could not afford the expenses. Physiotherapy was thereafter managed with the help of her brother, *Ramit Singh*, who had started residing with her after the accident to provide medical services.

57. Therefore, considering that the injured/claimant would be requiring *physiotherapy* for the entirety of his life, the multiplier system ought to be adopted under this head as well. The Court, therefore, deems it fit to award *physiotherapy charges* at *Rs.30,000/-* per month, along with application of the multiplier at 15. Accordingly, a sum of *Rs. 54,00,000/-* [*Rs. 30,000/- x 12 x 15*] shall be awarded towards *physiotherapy charges*.

58. Although the MACT has awarded amounts towards *physiotherapy charges* and *future physiotherapy charges* under two separate heads, with the latter being subsumed under the broader head of *future medical expenses*, in view of the discussion hereinabove, the Court deems it appropriate to consolidate the compensation awarded under both these heads, under a common head of '*physiotherapy charges*'.

***Nursing and attendant charges***

59. In order to determine the compensation to be awarded towards *nursing and attendant charges*, it would be apposite to consider decisions of the Supreme Court as well as of this Court involving cases of 100% functional disability.

60. The principle which has been repeatedly upheld by the courts and thereafter resettled, may be found in a recent judgment of the Supreme

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Court in ***Sunil Kumar v. IFFCO Tokio General Insurance Company Limited***, 2026 INSC 1145, wherein one of the claimants had been *43 years* of age at the time of the accident and was engaged in the trading of bakery items. The claimant suffered severe head injury, open diffuse axonal injury and midbrain contusion with Weber's syndrome as also left knee penetrating injury. Relying upon his disability certificate, the Tribunal and the High Court assessed his functional disability at 75.5%.

61. However, pursuant to an appeal, the Supreme Court enhanced his functional disability to 100%, stating that "*one who remains dependent on another and requires an attendant throughout his life can be said to be suffering from 100% functional disability*". Reliance was *inter alia* placed upon ***Shankar Dutt v. United India Insurance Company Limited & Others***, 2026 SCC OnLine SC 1193, ***Jithendran v. New India Assurance Company Ltd. & Another***, **(**2022) 15 SCC 620, and ***General Insurance Co. Ltd. v. Priyanka Das & Others***, 2026 SCC Online SC 1760.

62. The Court relied upon its earlier decision in ***Kajal v. Jagdish Chand***, (2020) 4 SCC 413, in order to arrive at a '*just and reasonable*' amount to be awarded towards *attendant charges*, in cases where the person becomes disabled for almost a lifetime. The Court also drew reference from its decision in ***Gobald Motor Service Ltd. v. R.M.K. Veluswami***, AIR 1962 SC 1, in order to factor in the multiplier system.

63. The Court therefore adopted the multiplier method to award compensation towards *attendant charges*. As regards compensation towards *future medical expenses*, *transportation expenses*, *clothes and*

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*articles* and *extra nourishment*, the Supreme Court upheld the finding of the High Court.

64. It would also be instructive to take note of the decision in ***Kajal*** (*supra)*, wherein the Court was dealing with a case involving injuries sustained by a minor child, which rendered her bedridden for life. Her functional disability was assessed at 100%, noting that she was left with a very low IQ, severe weakness in all four limbs, hysteria and urinary incontinence. In order to award *just compensation*, while assessing compensation towards *attendant charges*, the Supreme Court applied the multiplier method, recognizing it to be reasonable and realistic. For ease of reference, relevant paragraphs from ***Kajal*** (*supra)* are extracted as under:

> "***Attendant charges***
>
> ***22.*** *The attendant charges have been awarded by the High Court @ Rs 2500 per month for 44 years, which works out to Rs 13,20,000. Unfortunately, this system is not a proper system. Multiplier system is used to balance out various factors. When compensation is awarded in lump sum, various factors are taken into consideration. When compensation is paid in lump sum, this Court has always followed the multiplier system. The multiplier system should be followed not only for determining the compensation on account of loss of income but also for determining the attendant charges, etc. This system was recognised by this Court in Gobald Motor Service Ltd. v. R.M.K. Veluswami [Gobald Motor Service Ltd. v. R.M.K. Veluswami, AIR 1962 SC 1]. The multiplier system factors in the inflation rate, the rate of interest payable on the lump sum award, the longevity of the claimant, and also other issues such as the uncertainties of life. Out of all the various alternative methods, the multiplier method has been recognised as the most realistic and reasonable method. It ensures*

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*better justice between the parties and thus results in award of "just compensation" within the meaning of the Act.*

***23.*** *It would be apposite at this stage to refer to the observation of Lord Reid in Taylor v. O'Connor [Taylor v. O'Connor, 1971 AC 115 : (1970) 2 WLR 472 (HL)] : (AC p. 128)*

> *"Damages to make good the loss of dependency over a period of years must be awarded as a lump sum and that sum is generally calculated by applying a multiplier to the amount of one year's dependency. That is a perfectly good method in the ordinary case but it conceals the fact that there are two quite separate matters involved — the present value of the series of future payments, and the discounting of that present value to allow for the fact that for one reason or another the person receiving the damages might never have enjoyed the whole of the benefit of the dependency. It is quite unnecessary in the ordinary case to deal with these matters separately. Judges and counsel have a wealth of experience which is an adequate guide to the selection of the multiplier and any expert evidence is rightly discouraged. But in a case where the facts are special I think that these matters must have separate consideration if even rough justice is to be done and expert evidence may be valuable or even almost essential. The special factor in the present case is the incidence of income tax and, it may be, surtax."*

***24.*** *This Court has reaffirmed the multiplier method in various cases like MCD v. Subhagwanti [MCD v. Subhagwanti, AIR 1966 SC 1750], U.P. SRTC v. Trilok Chandra [U.P. SRTC v. Trilok Chandra, (1996) 4 SCC 362], Sandeep Khanuja v. Atul Dande [Sandeep Khanuja v. Atul Dande, (2017) 3 SCC 351]. This Court has also recognised that Schedule II of the Act can be used as a guide for the*

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> *multiplier to be applied in each case. Keeping the claimant's age in mind, the multiplier in this case should be 18 as opposed to 44 taken by the High Court.*
>
> ***25.*** *Having held so, we are clearly of the view that the basic amount taken for determining the attendant charges is very much on the lower side. We must remember that this little girl is severely suffering from incontinence, meaning that she does not have control over her bodily functions like passing urine and faeces. As she grows older, she will not be able to handle her periods. She requires an attendant virtually 24 hours a day. She requires an attendant who though may not be medically trained but must be capable of handling a child who is bedridden. She would require an attendant who would ensure that she does not suffer from bedsores. The claimant has placed before us a notification of the State of Haryana of the year 2010, wherein the wages for skilled labourer is Rs 4846 per month. We, therefore, assess the cost of one attendant at Rs 5000 and she will require two attendants which works out to Rs 10,000 per month, which comes to Rs 1,20,000 p.a., and using the multiplier of 18, it works out to Rs 21,60,000 for the attendant charges for her entire life. This takes care of all the pecuniary damages*."
>
> (emphasis added)

65. ***Kajal*** (*supra*) was also relied upon by the Supreme Court in ***Jithendran*** (*supra*), wherein the claimant had suffered severe impairment of cognitive power with hemiparesis and total aphasia and prognosis. The Supreme Court assessed his functional disability at 100% and thereafter applied the multiplier method to determine the compensation to be awarded towards *attendant charges*. Further, noting the continuous nature of treatment, even after initial days, compensation towards *future medical expenses* was also enhanced. Relevant findings of the Court in this regard are hereby extracted as under for reference:

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*"**8.** As earlier noted, the appellant has suffered 69% permanent disability and without assistance, cannot perform everyday functions. The claimant with seriously impaired cognitive and physical capabilities would surely need full-time assistance even for the confined life that he is leading. In such circumstances, the disabled claimant cannot be expected to rely only upon gratuitous services of his well-wishers and family members. Importantly, the presiding Judge in the Tribunal himself noticed that the claimant would require the assistance of a bystander/attendant for all his movements. Consequently, bearing in mind the need for assisted living and what was said in Kajal v. Jagdish Chand, it is found necessary to add the expenses for service of an attendant for the claimant. Since no material is produced to quantify the expenses for the attendant, making a conservative estimate, Rs 5000 per month appears to be the bare minimum. It is therefore deemed appropriate to quantify the annual expenses at Rs 60,000 and applying the multiplier of 18, the additional compensation payable under the bystander head is quantified at Rs 10,80,000.*

***9.** The appellant has produced adequate medical documents before the High Court to show the recurring needs for testing, treatment and further hospitalisation for which, considerable expenses were incurred even after the initial 191 days of hospitalisation. As a person suffering severe cognitive impairment and 69% disability, recurring medical treatment is inevitable and bearing in mind the additional expenses already incurred, we deem it appropriate to enhance the future medical expenses to Rs 3,00,000 (from Rs 1,00,000), since the sum quantified by the High Court appears to be on the lower side.*

***10.** While the permanent disability as certified by the doctors stands at 69%, the same by no means, adequately reflects the travails the impaired claimant will have to face all his life. The 21 year old's youthful dreams and future hopes were snuffed out by the serious accident. The young man's impaired condition has certainly impacted his family members. Their resources and strength are*

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> *bound to be stressed by the need to provide full time care to the claimant. For the appellant to constantly rely on them for stimulation and support is destined to cause emotional, physical and financial fatigue for all the stakeholders.*
>
> (emphasis added)

66. In ***Abhimanyu Pratap Singh v. Nanita Sekhon***, (2022) 8 SCC 489, the Supreme Court observed that the claimant would require diapers with at least 2 attendants within 24 hours. The Court also acknowledged that compensation under the head of *physiotherapy* and *expenses for use of diapers* would be required by the claimant. The Court thereafter opined as under:

> *"**23.** In the head of medical expenses, the MACT or the High Court has not awarded any compensation presumably because the mother of the claimant, who was minor at the time of accident, may have claimed the amount of medical expenses being an IAS officer. But now the claimant has become major, and looking to the nature of injuries, future medical expenses that includes the attendant charges, use of diapers due to loss of urination senses is required to be calculated including future medical expenses. The Tribunal awarded Rs 1,92,000 in the head of attendant charges @ Rs 1000 p.m. While the High Court proceeded on the premises that the rate of the attendant charges is variable after every five years, however, the Court calculated the amount @ Rs 2000 thereafter @ Rs 4000 p.m. for a period of 20 years and accordingly determined Rs 9,00,000 making enhancement of Rs 7,08,000 in the said head. As discussed, if we apply the multiplier method and in view of the judgment of Kajal [Kajal v. Jagdish Chand, (2020) 4 SCC 413 : (2020) 3 SCC (Civ) 27 : (2020) 2 SCC (Cri) 577] , we accept the rate of attendant charges at Rs 5000 p.m. for 12 hours, looking to the nature of injuries and disability the claimant is required two*

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> *attendants at least within 24 hours then the expenses in the head of attendant charges comes to Rs 10,000 p.m. If we apply the multiplier of 18, the amount comes to Rs 21,60,000.*
>
> ***24.*** *Similarly for medical expenses in the head of physiotherapy required to the claimant, the Tribunal awarded Rs 2,88,000 @ Rs 50 per day. The High Court granted lump sum amount of Rs 8,00,000 including the expenses for diapers. In our considered opinion, the said amount is not adequate. In these days the physiotherapist would charge at least Rs 150 per day to treat the patient for one hour which monthly comes to Rs 4500 and annually Rs 54,000; applying the multiplier of 18, the amount in the head of physiotherapy charges comes to Rs 9,72,000. For the purpose of use of diapers, regular medical check-up and medical expenses if we further add Rs 2,00,000 then in the head of future medical expenses the amount comes to Rs 11,72,000."*
>
> (emphasis added)

67. These decisions have also been taken into account by this Court while considering a plea for enhancement of compensation in ***Siyaram Singh v. Reliance General Insurance Company Limited***, 2026:DHC:6581, wherein compensation on account of *attendant charges*, *special diet*, *diapers and hygiene expenses*, *physiotherapy*, *conveyance charges*, *pain and suffering*, *loss of amenities of life and disfigurement*, was enhanced.

68. Accordingly, the minimum wages of a skilled worker, as applicable on the date of the accident, shall be considered in this regard. Reliance is placed upon the decision of this Court in ***Bishan Singh v. Chinki & Ors.***, 2025:DHC:5099, wherein the Court awarded *attendant charges* on the basis of minimum wages of a skilled worker for two attendants.

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69. In view of the aforesaid decisions, the Court finds no reason for the compensation towards *attendant charges* to have been awarded on the basis of minimum wages of an *unskilled worker*. Accordingly, the cost of an attendant shall be assessed on the basis of *minimum wages of a skilled worker* at *Rs. 19,473/-* per month [*as applicable on the date of the accident*], along with the multiplier of 15.

70. Therefore, an amount of *Rs. 35,05,140/-* [*Rs. 19,473/- x 12 x 15*] shall be awarded under the head of *attendant charges*.

71. Furthermore, *nursing charges* are also liable to be awarded, considering the opinion of *Dr. Rana Patir*, who stated that a full-time trained nurse would be required by the injured/claimant. Although the expenses for the same have been estimated at *Rs.75,000/-* per month, the Court deems it fit to assess the same at *Rs.30,000/-* along with a multiplier of 15. Accordingly, a sum of *Rs. 54,00,000/-* [*Rs. 30,000/- x 12 x 15*] shall be awarded under the head of *nursing charges*.

72. As discussed hereinabove, under the head of *physiotherapy charges*, the compensation awarded towards *attendant charges* and *future attendant charges* by the MACT, shall be consolidated under a common head of '*attendant charges*.

***Computation of Compensation***

73. In view of the aforesaid directions regarding enhancement, the revised compensation shall be calculated as under:

| S. No. | Heads | Awarded by the | Awarded by |
|---|---|---|---|

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| | | Tribunal | this Court |
|---|---|---|---|
| **PECUNIARY LOSS** | | | |
| 1. | Expenditure on Medicines and Treatment [(A.1 + A.2 + A.3 + A.4) = A] | Rs. 58,10,630/- | **Rs. 84,81,967/-** |
| • | Hospitalisation Bills (A.1) | Rs. 54,69,795/- | Rs. 64,64,810/- |
| • | Consultation Charges (A.2) | Rs. 13,600/- | Rs. 13,600/- |
| • | Blood Tests/Other Laboratory Tests (A.3) | Rs. 27,235/- | Rs. 27,235/- |
| • | Pharmacy Bills (A.4) | Rs. 3,00,000/- | **Rs. 19,76,322/-** |
| 2. | Expenditure on conveyance (B) | Rs. 79,240/- | Rs. 79,240/- |
| 3. | Expenditure on special diet (C) | Rs.1,00,000/- | Rs. 1,00,000/- |
| 4. | Attendant Charges (D) [Nursing Attendant + Regular Attendant] | Nursing Attendant: NIL<br><br>Attendant Charges: Rs, 1,00,000/- | Nurse Attendant= **Rs. 54,00,000/-** [*Rs. 30,000/- x 12 x 15*]<br><br>Regular Attendant= **Rs.35,05,140/-** [*Rs. 19,473/- x 12 x 15*]<br><br>Total= **Rs. 89,05,140/-** |
| 5. | Expenses incurred on Special Bed (E) | Rs. 28,000/- | Rs. 28,000/- |

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| | | | |
|---|---|---|---|
| 6. | Income of injured per annum(F) | Rs. 2,48,153/- | Rs. 4,95,943/- |
| 7. | Add: Future prospects (G) @40% | 40% | Rs. 6,94,320/- |
| 8. | Multiplier (H) | 15 | 15 |
| 9. | Functional disability (I) | 100% | 100% |
| 10. | Loss of future income/future earnings [(G x H x I] = (J) | Rs. 52,11,213/- | **Rs. 1,04,14,800/-** |
| 11. | Physiotherapy Charges (K) | Rs. 12,825/- | **Rs. 54,00,000/-** [*Rs. 30,000/- x 12 x 15*] |
| 12. | Future medical expenses (L) | Rs. 37,35,088/- | **Rs. 90,00,000/-** [*Rs. 50,000 x 12 x 15*] |
| **NON-PECUNIARY LOSS** | | | |
| 13. | Pain and suffering and Mental & Physical Shock & Pain & Suffering (M) | Rs. 2,00,000/- | Rs. 2,00,000/- |
| 14. | Total compensation (A+B+C+D+E+J+K+ L+M) = (N) | Rs. 1,52,76,996/- | Rs. 4,26,09,147/- |
| 15. | Interest awarded | 7.5% | 7.5% |
| 16. | Enhanced compensation | **Rs. 2,73,32,151/-** | |

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***Directions***

74. Accordingly, the compensation is enhanced by ***Rs. 2,73,32,151/-*** [‘***enhanced amount***’].

75. Enhanced amount along with 7.5% interest per annum from the date of filing the petition shall be deposited before MACT within a period of *six weeks*. It is directed that a lump sum amount of *Rs. 25,00,000/-* along with accrued interest shall be released to the claimant from the deposit of enhanced amount within a period of *two weeks* thereafter. Remaining enhanced amount, along with accrued interest, shall be kept in Fixed Deposit Receipts [‘***FDRs***’] of *Rs.2,00,000/-* each for periods of 1 month, 2 months, 3 months and so on, in succession as maybe calculated. Interest accruing on said FDRs shall be credited to the designated Savings Bank Account of claimant. The amount of FDRs on maturity would be released to the Savings Bank Account of claimant upon due verification.

76. *Vide* order dated 26th May 2026, this Court had directed that a sum of *Rs. 45,00,000/-* be released in favour of the injured/claimant over and above the 50% release directed by the MACT.

77. Accordingly, any balance amount from the originally awarded compensation, along with accrued interest thereon, if not already released, shall be released in favour of the appellant/claimant, as a lump sum amount, to enable *Ms. Harpreet Kaur* [*wife of injured/claimant*] to discharge the borrowing liability incurred by her, as stated *vide* order dated 26th May 2026.

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78. Accordingly, the appeal is disposed of in above terms.

79. Pending applications, if any, are rendered infructuous.

80. Copy of this judgment be sent to the concerned MACT and Bank for information and compliance.

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

**(ANISH DAYAL)**
**JUDGE**

**NOVEMBER 06, 2026/MK/***ya*