6HIGH COURT OF JAMMU & KASHMIR AND LADAKH AT JAMMU

Reserved on: 28.08.2025
Pronounced on: 04.09.2025

Case No.:- MA No. 616/2010
IA No. 162/2012

Bajaj Allianz General Insurance Co. Ltd.

.....Appellant

Through: Mr. Baldev Singh, Advocate.

Vs

Noor Begum and ors.

..... Respondent(s)

Through: Mr. Suneel Malhotra, Advocate.

Coram: HON'BLE MR. JUSTICE SANJAY DHAR, JUDGE

JUDGMENT

1. The present appeal is directed against award dated 31.05.2010 passed by the Motor Accidents Claims Tribunal, Jammu (hereinafter to be referred to as **'Tribunal'**) whereby in a claim petition filed by respondents Nos. 1 and 2, compensation in the amount of Rs. 3,93,000/- has been awarded in favour of the claimants/respondents No. 1 and 2 along with interest @ 7.5% per annum, which has been directed to be satisfied by the appellant-insurance company.

2. Briefly stated the facts giving rise to filing of this appeal are that on 27.02.2006 at about 3.15 pm, deceased Mohd. Hanif was travelling in a tractor bearing registration No. JK02AE-

3818. On reaching Nallah Chohi, Tehsil Bishnah, the said tractor met with an accident on account of its rash and negligent driving by the driver as a result of which the deceased-Mohd. Hanif suffered serious injuries and he was shifted to Sub-District Hospital, Samba where he succumbed to the injuries on the same day i.e., on 27.02.2006.

3. Claimants/respondents No. 1 and 2, who happen to be the mother and brother of the deceased-Mohd. Hanif, filed a claim petition before the learned Tribunal claiming compensation in the amount of Rs. 23,00,000/-. Appellant–Insurance Company was impleaded as respondent No. 1 whereas, owner of the offending vehicle-respondent No. 3 herein was impleaded as respondent No. 2 to the claim petition. It was pleaded by the claimants that the deceased was working as a labourer for loading and unloading of the offending tractor and was travelling in that capacity in the offending tractor at the relevant time and that he was aged 23 years at the time of his death. It was further pleaded that the deceased-Mohd. Hanif was unmarried and that the vehicle was insured with appellant-insurance company at the relevant time. The income of the deceased was pleaded as Rs. 5,000/- per month.

4. The claim petition was contested by appellant-Insurance Company by filing its reply. The insurer while admitting the

currency of policy of the offending vehicle with it at the time of the accident contended that deceased-Mohd. Hanif was travelling as a gratuitous passenger in the offending vehicle. It was also contended that the deceased, being son of the owner of the offending vehicle, was not a third party, therefore, his risk was not covered under the policy of insurance. It was also contended that the vehicle in question was being driven in violation of the terms of policy of insurance inasmuch as the driver was not holding a valid and effective driving licence at the relevant time. The insurer also raised a plea that there is non-joinder of necessary party inasmuch as the driver of the offending vehicle has not been impleaded as a party to the claim petition. On the question of quantum of compensation, the insurer contended that the claim made by the claimants is excessive, exorbitant and exaggerated.

5. On the basis of pleadings of the parties, the learned Tribunal framed the following issues:

(i) Whether an accident occurred on 27.02.2006 at Nala Choi, Arnia Tehsil Bishnah due to rash and negligent driving of offending vehicle No. JK02AE-3818 in which deceased Mohd. Hanif sustained fatal injuries? OPP

(ii) If issue No. 1 is proved in affirmative whether petitioners are entitled to the compensation, if so to what amount and from whom? OPP

(iii) Whether the driver of offending vehicle at the time of accident was not holding valid and effective driving licence and drove the

vehicle in contravention of terms and conditions of insurance policy, RC etc, if so how and what is its effect? OPP

(iv) Whether deceased being son of insured/owner was not a third party; if so how? OPR-1

(v) Whether deceased was travelling in the offending vehicle as a gratuitous passenger; if so how and what is its effect? OPR-1

(vi) Whether claim petition is bad for non-joinder of necessary parties, if so, which are necessary parties and how? OPR-1.

(vii) Relief. O.P Parties.

6. The claimants in support of their claim petition examined PW-Rashid Mohd as witness in support of their case. Claimant No. 2-Sohail Qadir also appeared as witness in support of the claim petition, whereas, the insurer examined RW-Sushil Kumar-Statistical Assistant and Record Keeper in the office of Regional Transport Office, Jammu as witness in support of its case.

7. After analyzing the evidence on record, the learned Tribunal came to the conclusion that the accident had taken place on account of rashness and negligence on the part of the driver of the offending vehicle, which had resulted in the death of deceased-Mohd. Hanif. It was also found by the Tribunal that the insurer had failed to prove issues No. 3, 4, 5 & 6. While assessing the compensation, the learned Tribunal by taking the monthly income of the deceased as Rs. 2,250/- after deducting 50% of the income of the deceased towards personal

and living expenses assessed annual dependency of the claimants as Rs. 27,000/-. Upon application of multiplier of 14, having regard to the age of the mother of the deceased, the loss of dependency to the claimants was assessed as Rs. 3,78,000/-. A further sum of Rs. 15,000/- was awarded on account of funeral expenses making total compensation as Rs. 3,93,000/-.

8. The appellant-Insurance Company has challenged the impugned award on the grounds that the deceased was son of owner of the offending vehicle, as such, he did not qualify to be a third party. Thus, under the terms and conditions of the insurance policy, the claimants are not entitled to recover any compensation from the appellant-Insurance Company. It has been contended that the deceased was as good as owner of the offending vehicle and, therefore, being the insured, he cannot be indemnified for his own death. It has been further contended that the claim petition is not maintainable because of non-joinder of necessary parties inasmuch as driver of the offending vehicle has not been impleaded as a party to the claim petition.

9. It has been contended that both the aforesaid issues are purely legal in nature, as such, the Tribunal could not have decided these issues against the insurer on the ground that no

evidence in this regard was produced by the insurer. It has been further contended that the learned Tribunal has failed to summon the driver of the offending vehicle, who had been cited as a witness by the appellant-insurance company and without summoning the said witness, evidence of the appellant-Insurance Company could not have been closed.

10. I have heard learned counsel for the parties and perused the impugned award, the grounds of challenge and record of the Tribunal.

11. The primary contention for challenging the impugned award that has been raised by learned counsel for the appellant-Insurance Company is that the deceased, being the son of the insured, was not a third party and, as such, the claimants cannot be indemnified by the appellant-Insurance Company. The learned counsel for the appellant-Insurance Company in this regard has placed reliance upon the judgment of the Supreme court in the case of **"New India Assurance Company Ltd Vs. Sadanand Mukhi and Ors, 2009 (1) Supreme 447** and **"Ningamma and Anr Vs. United India Insurance Co. Ltd, 2009 ACJ 2020**.

12. In the present case, it has been proved from the material on record that the deceased was engaged as a labourer for loading and unloading of the offending tractor and was travelling in

that capacity in the offending tractor at the relevant time. Even the police challan, which is part of the record of the learned Tribunal, confirms this fact. The evidence led by the claimants also establishes this fact.

13. There is no dispute to the fact that the deceased happened to be the son of respondent No. 3-the insured/owner of the tractor in question. It is also not in dispute that in the instant case as per the terms of the policy of the insurance, risk to the third party was covered. The question that falls for determination is as to whether the deceased, in the facts and circumstances of the case, would fall within the definition of **'third party'**. It is pertinent to mention here that the insurer has failed to establish that the deceased was travelling as a gratuitous passenger in the offending tractor as no evidence in this regard has been led by the appellant-Insurance Company so as to rebut the facts established by the claimants in their evidence led before the learned Tribunal.

14. The term **'third party',** as appearing in Section 145 of the Motor Vehicles Act, has been interpreted by this Court in a number of cases. In **National Insurance Co. Ltd Vs. Faqir Chand and Ors, 1994 SLJ 417**, this Court while interpreting the term **'third party risk',** as appearing in Section 145 of the Motor Vehicles Act, has held that a contract of insurance has

two parties to it, the insurer and the insured and these contracting parties can be called as first party and second party. It has been further held that any party, who is not a contracting party to the policy of insurance, will automatically be referred to and called as a third party because he is neither the first party (the insurer) nor the second party (the insured). It was further held that use of words **'third party'** in Chapter-XI of the Motor Vehicles Act clearly refers to the intention of the legislature to point out to a party, who is neither the first party nor the second party to the contract of insurance. The Court further held that other than the contracting parties to the insurance policy, the expression **'third party'** should include everyone, be it a person travelling in another vehicle, one walking on the road or a passenger in the vehicle itself, which is a subject matter of the insurance policy.

15. Again in the case of **"United India Insurance Co. Ltd Vs. Karam Chand and Ors", AIR 2012 J&K 2**0, this Court, while interpreting the term **'third party'** as appearing in Chapter-XI of the Motor Vehicles Act, has observed as under:

> *"7. In other words, there is prohibition for driving motor vehicles in a public place unless there was a policy of Insurance in regard to the use thereof and such policy satisfied the requirements indicated in the provisions appearing under Chapter XI of the Act. The intention behind enacting the Section is explicit, i.e., to cover the damage or loss that the use of a Motor Vehicle, in a public place, may*

result in, to the third party. There is no exhaustive definition of 'third party' in Section 145 of the Act and the definition appearing in Section 145 (g) is only inclusive; yet there may not be any difficulty in discerning the expression 'third party', as contemplated by the legislature, in that, the Policy of Insurance being an agreement between first and the second party, i.e., the insurer and the insured, rest all others, who suffer because of the use of Motor Vehicles, and whose risks, the legislature intended to cover by introduction of Sections 146 & 149 appearing in Chapter XI of the Act, would fall within the definition of 'third party'. The third party includes persons who suffer loss or damage, by use of Motor Vehicle, either as occupants thereof or while travelling on road, or in any other vehicle. The persons travelling in a Goods Vehicle, would therefore fall within the definition of 'third party' in terms of the provisions appearing in Section 146 of the Act. To achieve the intended object of ensuring compensation to 'third party' for the loss or damage caused to it or its property, Section 149 requires the insurer to satisfy judgments and awards against persons in respect of third party risks notwithstanding insurer's right to avoid or cancel the Insurance Policy, inter alia, because of the breach of specified conditions of Policy."

16. From the foregoing analysis of law on the subject, it is clear that any person other than insurer and insured qualifies to be a **'third party'** to a contract of insurance. The deceased in the present case was neither the first party nor the second party to the contract of insurance executed between the appellant-Insurance Company and the respondent No. 3, therefore, the deceased was a third party to the contract of insurance.

17. Coming to the judgment relied upon by the learned counsel appellant-Insurance Company in **Sadanand Mukhi's** case (supra), in that case son of the insured was himself driving the motor vehicle when he met with an accident and died and the claim petition was filed by the dependants of the deceased including the insured. It is in these circumstances that the Supreme Court held that the deceased was not a third party but he had stepped into the shoes of the insured and was himself responsible for the accident. In **Ningamma's** case (supra), the Supreme Court held that a person, who had borrowed motorcycle from its owner, cannot be held to be the employee of the owner because the borrower would step into the shoes of the owner and as such, claim petition on behalf of the owner cannot be maintained as the insured cannot be a recipient of compensation as the liability to pay the same is on him.

18. In the present case, the respondent No. 3-the insured has not filed the claim petition and he has not claimed any compensation for himself. Had it been the case, the claim petition on his behalf could not have been maintained because the insured, who is vicariously liable for the tort committed by his employee, cannot be indemnified for his own fault. In the present case, the claim petition has been filed by mother and brother of the deceased against the insured who, even though

happens to be the father of the deceased, is vicariously liable for the negligence of his employee, the driver of the offending vehicle. The claimants, therefore, are well within their rights to maintain the claim petition against respondent No. 3, the insured as also against the appellant-Insurance Company, the insurer of the offending vehicle.

19. There is no legal or statutory bar for a son to claim compensation against his father for a tortuous act committed by the father and in case the risk of the father in this regard is covered by the policy of insurance, certainly the insurer has to indemnify the father and pay compensation to the son. The High Court of Madhya Pradesh in the case of **"United India Insurance Co. Ltd Vs. Jhamku Bai and Ors", II (1992) ACC 40** has, in similar circumstances, observed that mother of the deceased, being the legal representative of the deceased, can maintain an application for claim when the owner of the offending vehicle is father of the deceased. In view of this, the contention raised by learned counsel for the appellant is without any substance.

20. That takes us to the second contention raised by learned counsel for the appellant, which relates to non-joinder of necessary parties. It has been contended that because driver of the offending vehicle has not been impleaded as a necessary

party to the claim petition, as such, the petition is not maintainable. In this regard, the legal position has been settled by this Court in the case of **"Union of India Vs. Mst. Asha & Ors", 2008(1) SLJ 88** in which it has been clearly held that driver is not a necessary party and that a claim petition can be filed even without arraying him as a necessary party. The High Court of Bombay in the case of **"New India Assurance Company Limited Vs. Sitaram Devidayal Jaiswal & Ors",** (First Appeal No. 1731 of 2010 decided on 21.11.2011) has, while analyzing the legal position on this aspect of the matter, taken a similar view.

21. Driver of the offending vehicle may be a proper party but if the driver is not impleaded as a party to the claim petition, the award passed in the claim petition does not vitiate. Primarily, it is the duty of the Tribunal to implead all the necessary/proper parties to the claim petition. A claim petition is not a civil suit and, therefore, it is not necessary for a claimant to implead any person as a party opponent to a claim petition but a duty is cast upon the Tribunal to issue notices to all the necessary parties so that the issues involved in the claim petition are adjudicated upon effectively but non-impleadment of a driver as a party by a claimant cannot vitiate the award. The contention of the appellant in this regard is, therefore, without any merit.

22. The contention of the appellant-Insurance Company that driver of the offending vehicle was not summoned by the learned Tribunal is contrary to the record. As per the record of the Tribunal, a number of attempts were made by the learned Tribunal to summon the driver of the offending vehicle but it was reported that in the relevant village no person by the said name is residing. Thus, it is not a case where the learned Tribunal did not take steps for summoning the driver, but it is a case where despite efforts of the Tribunal, the exact particulars of the driver could not be ascertained. Even the insurer could not provide the same. The contention raised by the appellant is, therefore, without any merit.

23. Learned counsel for the respondents/claimants has, during the course of arguments, contended that even though the claimants have not filed any cross-objections or cross-appeal yet they are entitled to seek enhanced compensation because the learned Tribunal has not applied the appropriate multiplier while assessing the loss of dependency to the claimants. The question that arises for consideration is as to whether in a case where a claimant has not filed any cross-appeal/cross-objections seeking enhancement of compensation, the appellate court can award higher compensation.

24. If we have a look at the provisions contained in Section 168 of Motor Vehicles Act, a Tribunal constituted under the said Act is obliged to award "just" compensation in favour of a claimant. It is the duty of the Tribunal to award "just" compensation and, therefore, this Court in exercise of its appellate powers is also under a duty to award "just" compensation in favour of a claimant even in the absence of cross-appeal/cross-objections by the claimant.

25. As to what is meant by "just" compensation has been interpreted by the Supreme Court in the case of **"Helen C. Rebello (Mrs) and others Vs. Maharashtra State Road Transport Corporation and Anr"**, **(1999) 1 SCC 90** in the following words:

> *".....The word "just", as its nomenclature, denotes equitability, fairness and reasonableness having large peripheral field. The largeness is, of course, not arbitrary; it is restricted by the conscience which is fair, reasonable and equitable, if it exceeds; it is termed as unfair, unreasonable, unequitable, not just. Thus, this field of wider discretion of the Tribunal has to be within the said limitations and the limitations under any provision of this Act or any other provision having force of law. In Law Lexicon, 5th Edn., by T.P. Mukherjee "just" is described:*
>
> *"The term 'just' is derived from the Latin word Justus. It has various meanings and its meaning is often governed by the context. 'just' may apply in nearly all of its senses, either to ethics or law, denoting something which is morally right and fair and sometimes that which is right and fair according to positive law. If connotes reasonableness and something*

conforming to rectitude and justice something equitable, fair (vide p. 1100 of Vol. 50, Corpus Juris Secundum). At p. 438 of Words and Phrases, edited by West publishing Co., Vol.23 the true meaning of the word "just" is in these terms:

The word "just" is derived from the Latin justus, which is from the Latin jus, which means a right and more technically a legal right-a-law. Thus "jus dicere" was to pronounce the judgment; to give the legal decision. The word "just" is denned by the Century standard Dictionary as right in law or ethics and in Standard Dictionary as conforming to the requirements of right or of positive law, in Anderson's Law Dictionary as probable, reasonable, Kinney's Law Dictionary defines "just" as fair, adequate, reasonable, probable; and justa cause as a just cause, a lawful ground. Vide Bregman v. Kress (81 NYS 1072 83 App Div1), NYS at p. 1073."

26. Again the Supreme Court in the case of **"Nagappa Vs. Gurudayal Singh and Ors", (2003) 2 SCC 274** held that there is no restriction that the Tribunal/Court cannot award compensation amount exceeding the claimed amount as the function of the Tribunal/Court is to award just compensation which appears to be reasonable on the basis of material on record. It would be apt to refer to paras 14 and 21 of the said judgment, which are reproduced as under:

*"**14.** In case, where there is evidence on record justifying the enhanced Compensation for the medical treatment which is required because of the injury caused to a claimant due to the accident, there is no reason why such amendment or enhanced compensation should not be granted. In such cases, there is no question of introducing a new or inconsistent cause of action. Cause of action and evidence remain the same. Only question is __ application of law as it stands.*

> ***21.*** *For the reasons discussed above, in our view, under the MV Act, there is no restriction that the Tribunal/court cannot award compensation amount exceeding the claimed amount. The function of the Tribunal/court is to award "just" compensation which is reasonable on the basis of evidence produced on record. Further, in such cases there is no question of claim becoming time-barred or it cannot be contended that by enhancing the claim there would be change of cause of action. It is also to be stated that as provided under sub-section (4) to Section 166, even the report submitted to the Claims Tribunal under sub-section (6) of Section 158 can be treated as an application for compensation under the MV Act. If required, in appropriate cases, the court may permit amendment to the claim petition."*

27. From the foregoing analysis of legal position on the subject, it is clear that the Claims Tribunal has to award compensation, which appears to it just and reasonable and for arriving at "just" figure, the Tribunal has to be guided by principles of fairness, equity and good conscience. The claimants have a right to receive "just" compensation, which is to be determined on the basis of aforesaid principles.

28. An appeal filed under Section 173 of the Motor Vehicles Act before the High Court has to be dealt with under the normal rules which are applicable to appeals before the High Court. The Supreme Court in the case **of "Sharanamma Vs. North East Karnataka RTC", (2013) 11 SCC 517** has, while examining this aspect of the matter, observed as under:

> *"10. When an appeal is filed under Section 173 of the Motor Vehicles Act, 1988 (hereinafter shall be referred to as "the Act"), before the High Court, the normal rules which apply to appeals before the High Court are applicable to such an appeal also. Even otherwise, it is well-settled position of law that when an appeal is provided for, the whole case is open before the appellate court and by necessary implication, it can exercise all powers incidental thereto in order to exercise that power effectively. A bare reading of Section 173 of the Act also reflects that there is no curtailment or limitations on the powers of the appellate court to consider the entire case on facts and law."*

29. From the aforesaid position of law, it is clear that an appeal under Section 173 of the Motor Vehicles Act has to be governed by the normal procedure prescribed for deciding the appeals as contained in Order 41 of the Code of Civil Procedure. Rule 33 of Order 41 of the Code of Civil Procedure lays down the power of Court of appeal. It reads as under:

> *"33.* ***Power of Court of Appeal*** *:-*
> *The Appellate Court shall have power to pass any decree and make any order which ought to have been passed or made and to pass or make such further or other decree or order as the case may require, and this power may be exercised by the Court notwithstanding that the* ***appeal is as to part only of the decree and may be exercised in favour of all or any of the respondents or parties, although such respondents or parties may not have filed any appeal or objection and may, where there have been decrees in cross-suits*** *or where two or more decrees are passed in one suit, be exercised in respect of all or any of the decrees, although an appeal may not have been filed against such decrees:*
>
> *Provided that the Appellate Court shall not make any order under Section 35-A, in pursuance of any objection on which the*

Court from whose decree the appeal is preferred has omitted or refused to make such order."

"**Illustration**:-

A claims a sum of money as due to him from X or Y, and in a suit against both obtains a decree against X. X appeals and A and Y are respondents. The Appellate Court decides in favour of X. It has power to pass a decree against Y."

30. From a perusal of the aforesaid rule provision, it is clear that the appellate court has the power to pass any decree or any order which ought to have been passed or made and this power can be exercised by the appellate court notwithstanding the fact that appeal is as to part only of the decree and may be exercised in favour of all or any of the respondents or parties, although such respondents or parties may not have filed any appeal or objection. Thus, the powers of appellate court are wide and provisions contained in Order 41 Rule 33 of the Code of Civil Procedure empower the appellate court to pass any order, which may include allowing or refusing the appeal but it may also include such other relief to the respondents as the case may require. In my aforesaid view, I am supported by the ratio laid down by the Supreme Court in the case of **"Pannalal Vs. State of Bombay and Ors", AIR 1963 SC 1516** and the judgement of the Supreme Court in the case of **"Chaya Vs. Bapusaheb", (1994) 2 SCC 41".**

31. Again the Supreme Court in the case of **"Pralhad and Ors Vs. State of Maharashtra and Anr", (2010) 10 SCC 458** has, while interpreting the provisions contained in Order 41 Rule 33 of the Code of Civil Procedure held as under:

> *"**18.** The provision of Order 41 Rule 33 CPC is clearly an enabling provision, whereby the appellate court is empowered to pass any decree or make any order which ought to have been passed or made, and to pass or make such further or other decree or order as the case may require. Therefore, the power is very wide and in this enabling provision, the crucial words are that the appellate court is empowered to pass any order which ought to have been made as the case may require. The expression "order ought to have been made" would obviously mean an order which justice of the case requires to be made. This is made clear from the expression used in the said Rule by saying "the court may pass such further or other order as the case may require". This expression "case" would mean the justice of the case. Of course, this power cannot be exercised ignoring a legal interdict or a prohibition clamped by law.*

32. In view of what has been discussed above, it is clear that this Court has to be guided by the provisions contained in Order 41 Rule 33 of the Code of Civil Procedure while deciding as to whether the claimants have been awarded just compensation and the said provisions can be invoked by this Court for exercising the compensation awarded in favour of the claimants by the learned Tribunal if it is found that the compensation awarded by the learned Tribunal is on lower side even if no cross-appeal/cross-objection is filed by the

claimant. In this regard, I am supported by the ratio laid down by a coordinate bench of this Court in the case of **"United India Insurance Co. Ltd Vs. Ayodhya Devi and Ors"** (MA No. 165/2009 decided on 18.09.2020).

33. Reverting back to the facts of the present case, the learned Tribunal, while assessing the income of the deceased, has held that he was earning Rs. 4,500/- per month at the time of his death. No exception can be taken to the said finding recorded by the learned Tribunal as the same is based upon the evidence led by the claimants. So far as the age of the deceased is concerned, the same is also established from the evidence produced by the claimants as well as from the postmortem report of the deceased Mohd. Hanif.

34. The only grievance of the claimants is that a wrong multiplier has been used by the learned Tribunal while calculating the loss of dependency. In the present case, the learned Tribunal has applied the multiplier of 14 by reference to the age of mother of the deceased. The multiplier in a death case has to be chosen with reference to the age of the deceased and not with reference to the age of the dependants. While the learned Tribunal was right in deducting one half of the annual income of the deceased towards his personal and living expenses because he was unmarried at the time of his death, but it has

landed itself into grave error by choosing the multiplier with reference to the age of the mother of the deceased. The multiplier had to be chosen with reference to the age of the deceased, who was aged 23 years at the time of his death. Thus, the appropriate multiplier in view of the ratio laid down by the Supreme Court in "**Sarla Verma and Ors Vs. Delhi Transport Corporation and Anr", 2009 ACJ 1298** would have been 18 and not 14.

35. When we apply the multiplier of 18, the loss of dependency to the claimants would come to Rs. 27,000/-x18= Rs.4,86,000/-. Besides this, the claimants, in the light of the ratio laid down by the Supreme Court in **"National Insurance Co. Ltd Vs. Pranay Sethi & Ors", AIR 2017 SC 5157** would also be entitled to Rs. 15,000/- on account of funeral expenses, Rs. 15,000/- on account of loss of estate and Rs. 40,000/- on account of loss of filial consortium to claimant-mother. Thus, the compensation to which the respondents No. 1 and 2 would be entitled to is as under:

(i)	Loss of Dependency	:	Rs. 4,86,000/-
(ii)	Funeral expenses	:	Rs. 15,000/-
(iii)	Loss of estate	:	Rs. 15,000/-
(iv)	Loss of filial consortium:		Rs. 40,000/-
	TOTAL	:	**Rs. 5,56,000/-**

36. In view of the above, while dismissing the appeal of the appellants, the award passed by the learned Tribunal stands modified to the aforesaid extent. There shall, however, be no change with respect to the interest awarded by the learned Tribunal. Appellant-Insurance Company shall deposit the balance amount in the Registry of this court and the amount, on its receipt, shall be released in favour of the claimants. Other terms and conditions made in the award shall remain unaltered.

(SANJAY DHAR)
JUDGE

JAMMU
04.09.2025
Naresh/Secy.

Whether order is speaking: Yes

Whether order is reportable: Yes