
(2014) 05 MEG CK 0004

In the Meghalaya High Court

Case No : MACT Appl. Nos. 3 and 4 of 2012 and RFA Nos. 3 and 4 of 2012

National Insurance Co. Ltd.

APPELLANT

Vs

Richmond Nongsiej

RESPONDENT

Date of Decision : 22-05-2014

Acts Referred:

Motor Vehicles Act, 1988 — Section 149, 170

Citation : (2014) 3 GLD 472 : (2014) 2 GLT 942

Hon'ble Judges : T. Nandakumar Singh, J

Bench : Single Bench

Judgement

T. Nandakumar Singh, J.—These four appeals, arising out of the same motor accident, filed against the common judgment and award of the Member, Motor Accident Claims Tribunal (for short "MACT") dated 30.07.2012 were jointly heard for disposal by this common judgment and order. Heard Mrs. PDB Baruah, learned counsel for the National Insurance Co. Ltd. and Mr. LR Das, learned counsel for the claimants. Also heard Mr. R. Nath, learned counsel for the respondent No. 2.

2. On 04.06.2005, at about 6:30pm, the Maruti Van having registration No. ML-05-D-9377, in which Shri. Richmond Nongsiej (minor) claimant of MACT Case No. 94/2005 and (L) Shri. Nehskhen Blein, (whose parents and sisters are the claimants of MACT Case No. 95/2005) were traveling, had an accident because of a collision with a Truck bearing registration No. HR-37/8241 at Mawlai Nankabrin, NH 40. In the said motor accident, (L) Nehskhen Blein died on the spot and Shri. Richmond Nongsiej (minor) had suffered injuries. The offending vehicle Maruti Van having registration No. ML-05-D-9377 was insured with the National Insurance Co. Ltd. (appellant of MACT APPL. No. 3/2012 and MACT APPL No. 4/2012). The injured Shri Richmond Nongsiej (minor) represented by his mother Smti. Jubida Nongsiej of Mawlai Nongpdeng, Shillong filed MACT Case No. 94 of 2005 against the Divisional Manager, National Insurance Co. Ltd. Div. 10, Flat No. 101 -106, N-1, New Delhi and Divisional Manager, Div. Office 9, Opp. Rholi

Cinema, P-90, Connaught Circus, New Delhi-1 C/o Divisional Manager National Insurance Co. Ltd. Shillong alternative address C/o Divisional Manager, National Insurance Co. Ltd., Shillong claiming compensation for the medical expenditure at the tune of Rs. 82,347.10/- for the medical treatment of the injuries sustained by Shri Richmond Nongsiej in the said motor accident. Application for permission to contest the claim petition on all grounds over and above the limited ground under Sub-Section (2) of Section 149 of the Motor Vehicles Act, 1988 (for short "the Act of 1988") filed by the National Insurance Co. Ltd. i.e. the insurer of the offending vehicle in the said claim case had been rejected by the learned Member, MACT. The written statement filed on behalf of the National Insurance Co. Ltd. reads as follows:--

IN THE COURT OF MOTOR ACCIDENT CLAIMS TRIBUNAL AT SHILLONG

MACT CASE No. 94/2005

Shri. Richard Nongsiej..... Claimant

Vrs.

National Insurance Co & Ors.

...Opposite Parties

IN THE MATTER OF:--

Written Statement filed on behalf of Opp. Party National Insurance Co.

The Opposite Party Above named Most Respectfully Begg to submit:--

1. That the claim petition filed by the claimant is not maintainable in law and facts.
2. That there is no cause of action for the claim petition more particularly against the answering opposite party which is a misconceived one filed mala fide by suppressing and misrepresenting facts and deserves to be rejected outright.
3. The save and except what has been specifically admitted in this written statement and what are matters of record the answering opposite party denies the rest of the allegation and averments made in the claim petition and the claimant is required to put to strict proof there of.
4. That the statement made in para 1, 2, 3, 4 are within the personal knowledge of the claimant and also matters of record.
5. That the statement made in para 8, 9, 10, 11, 12, 13, 14 are required to be proved with proper supporting evidence. The claim petition is not supported by any certificate/documents with regard to the nature of alleged injury sustained and the medical treatment if any undergone. In the absence of proper proof establishing the injury and treatment no claim on account of any alleged injury can be entertained.

6. That with regard to the statement made in para 15, 16, 17, 18 are matters of record and those in para 19, 20, 21 are within the personal knowledge of the claimant which are required to be proved. It is submitted that the claim petition does not disclose the Insurance Policy No of the Truck involved in the accident and alleged to be insured with the answering Opposite Party and in the absence of the Insurance Policy No it is not possible to find out with which Branch of the Insurance Co the vehicle is insured.

7. That in reply to para 22 it is submitted that the amount claimed is highly inflated, excessive, unreasonable without any basis what so ever and unless the same is proved by sufficient evidence, proper justification the same cannot be accepted in law and deserves to be rejected outright. Besides the liability of the answering opposite party is only to the extent covered by the particular policy and permitted under the terms and conditions of the same.

8. That it is submitted that in the absence of any prove as to the negligence and fault on the part of the vehicle alleged to be insured with the answering opposite party, the answering opposite party cannot be made liable or responsible for payment of compensation interim or other wise to the claimant.

9. That the answering opposite party denies that the terms and conditions of the insurance policy if any issued had been strictly complied with by the owner of the vehicle and that at the relevant time the vehicle was driven by a properly qualified and licensed driver as per the terms and conditions of the Insurance Policy. The insured is required to put to strict proof with regard to the validity of the driving license of the driver who was driving the vehicle at the time of the alleged accident and the fitness of the vehicle.

That the answering opposite party begs to submit that if the owner of the vehicle the insured fails to contest the claim and/or to take proper defense of the case or avoid to take any such defense as is ordinarily taken in the circumstances the answering opposite party without prejudice to their rights available under the law will take over the right u/s 170 of the Motor Vehicle Act and contest the case on all the grounds available to the owner.

8. That it is submitted that if it is found that the claim is filed in collusion between the claimant and the owner of the vehicle the answering opposite party shall be at liberty to absolve itself from any of the liabilities under the policy if any and/or to take all the defense and contest the claim on all the grounds that are available to the owner of the vehicle.

9. That the answering opposite party is not liable to pay any compensation interim or otherwise in the absence of any proof of the fault of the insured vehicle.

10. That the answering opposite party reserved the right to file additional written statement if found necessary. That there being no cause of action against the answering opposite party the instant claim is not maintainable against the

answering opposite party and the answering opposite party is not liable to pay any compensation what so ever either interim or other wise and the claim being devoid of merit liable to be rejected.

3. The parents and sister of the deceased (L) Shri Nehskhen Blein also filed MAC Case No. 95/2005 before the Member, MACT against the Insurance Company i.e. National Insurance Co. Ltd. insurer of the offending vehicle and others and the amount of compensation claimed in the MAC Case No. 95/2005 reads as follows:--

4. The written statement filed by the Insurance Company i.e. National Insurance Co. Ltd. in MAC Case No. 95/2005 reads as follows:--

BEFORE THE MEMBER, MOTOR ACCIDENT CLAIMS TRIBUNAL AT SHILLONG

MAC No. 95 OF 2005

Shri. Aibor Nongrum.....Claimant

Vrs.

The National Insurance Co.& Ors

.....Opposite parties

IN THE MATTER OF

Written statement filed on behalf of Opposite Party-National Insurance Co.

The Opposite Party Above named Respectfully sheweth:

1. That the claim petition filed by the claimant is not maintainable in law and facts.

2. That there is no cause of action for the claim petition more particularly against the answering opposite party which is a misconceived one filed malafide by suppressing and misrepresenting facts and deserves to be rejected outright.

3. That save and except what has been specifically admitted in this written statement and what are matters of record the answering opposite party denies the rest of the allegation and averments made in the claim petition and the claimant is required to put to strict proof thereof.

4. That the statement made in para 1, 2, 3, 4, 5, 6, 7 are within the personal knowledge of the claimant and also matters of record.

5. That the statement made in para 8, 9, 10, 11, 12, 13, 14 are required to be proved with proper supporting evidence.

6. That with regard to the statement made in para 15, 16, 17, 18 are matter of record and those in para 19, 20, 21 are within the personal knowledge of the claimant which are required to be proved. It is submitted that the claim petition does not disclose the Insurance Policy No. of both the vehicle involved in the

accident and alleged to be insured with the answering opposite party and in the absence of the Insurance Policy No. it is not possible to find out with which Branch of the Insurance Co. the vehicle is insured.

7. That in reply to para 22 it is submitted that the amount claim is highly inflated, excessive, unreasonable without any basis whatsoever and unless the same is proved by sufficient evidence, proper justification the same cannot be accepted in law and deserves to be rejected outright. Besides the liability of the answering opposite party is only to the extent covered by the particular policy and permitted under the terms and conditions of the same.

8. That it is submitted that in absence of any prove as to the negligence and fault on the part of the vehicle alleged to be insured with the answering opposite party, the answering opposite party cannot be made liable or responsible for payment of compensation interim or otherwise to the claimant.

9. That the answering opposite party denies that the terms and conditions of the insurance policy if any issued had been strictly complied with by the owner of the vehicle and that at that relevant time the vehicle was driven by a properly qualified and licensed driver as per the terms and conditions of the Insurance Policy. The insured is required to put to strict proof with regard to the validity of the driving license of the driver who was driving the vehicle at the time of the alleged accident and the fitness of the vehicle.

10. That the answering opposite party begs to submit that if the owner of the vehicle, the insured fails to contest the claim and/or to take proper defense in the case or avoid to take any such defense as is ordinarily taken in the circumstances the answering opposite party without prejudice to their rights available under the law will take over the right u/s 170 of the Motor Vehicle Act and contest the case on all the grounds available to the owner.

11. That it is submitted that if it is found that the claim is filed in collusion between the claimant and the owner of the vehicle the answering opposite party shall be at liberty to observe itself from any of the liabilities under the policy if any and/or to take all the defense and contest the claim on all the grounds that are available to the owner of the vehicle.

12. That the answering opposite party is not liable to pay any compensation interim or otherwise in the absence of any proof of the fault of the insured vehicle.

13. That the answering opposite party reserves the right to file additional written statement if found necessary.

That there being no cause of action against the answering opposite party the instant claim is not maintainable against the answering opposite party and the answering opposite party is not liable to pay any compensation what so ever either interim or otherwise and the claim being devoid of merit liable to be rejected.

5. The claim case i.e. MAC Case No. 94/2005 and MAC Case No. 95/2005 had been disposed of by a common judgment and award dated 30.07.2012 under which the learned Member, MACT had awarded compensation amounting to Rs. 82,437/- for the medical treatment in MAC Case No. 94/2005 and awarded an amount of Rs. 2,31,000/- with interest of 6% from the date of the award payable within two months in MAC Case No. 95/2005. The relevant portions of the judgment and award dated 30.07.2012 reads as follows:--

.....The quantum of compensation in respect of the injured claimant in MCA 94/2005 is as follows.

With regard to Medical Treatment undergone by the injured the Claim is Rs. 82,347.00/- in the claim Petition. In Evidence the claimant has exhibited Ext. 24 which is the IPD Bill issued by Woodland Hospital showing the amount to be Rs. 69,864/- the claimant has also exhibited Ext. 26 to 36, 41 to 47 and 49 to 66 which are the vouchers and cash memos from different Medical Stores, the total amount which comes to Rs. 45,183.56/- thus the total amount of these two cases to 1,97,540. However in the claim petition the claims is only Rs. 82,347/-. The claim cannot be awarded for any amount greater than what it is claimed as such claimant is awarded Rs. 82,347/- for the money spent in medical treatment.

As for the claim for further treatment for 3 years as claimed by CW 4 whose evidence remains unchallenged by the OP, however the amount is speculative and high, and CW 5 Dr. B. Lyngdoh who advised further treatment has not specified any approximate amount needed for such further treatment. However, the fact remains that the claimant son (CW2) has undergo further treatment as such claimant is awarded Rs. 1 lakh, for future treatment expenses. As for the claim for general charges of Rs. 50,000/- the same is not sustainable on the basis of the evidence on record.

As such the claimant of MAC 94/06 Smti. J. Nongisej is found entitled to get an award of Rs. 82,347 together with Rs. 1 lakh, the total of which comes to Rs. 1,82,347 with interest at 6% from the date of the award. This amount shall be payable by OP Insurance within a period of 2 months.

Now coming to compensation in reference of MAC 95/06 which is a case of death the claimant has claimed Rs. 14,75,000/-.

The claimant CW 1 father of the deceased has exhibited Ext. 2 the School Certificate where the date of birth of the deceased is shown as 12th August 1989. But has deposed that his son was working since 2001, and that at the time of working his deceased son was 18 years of age and getting a salary of Rs. 3,100/- and sometime Rs. 3,200/- per month. While CW 4 who claims to be the employer of the deceased has deposed that the deceased had been working with her since 2001 and she used to pay him a salary of Rs. 2,000/- per month and extra amount of Rs. 1000/- to Rs. 1250/- for other works like dropping the children and picking them up from school. But CW 4 also stated in her cross examination that she does not issue any salary receipt and never maintain any

salary register.

The contradiction with regard to the age of the deceased cannot be ignored. The death of the deceased has occurred in 2005 while his date of birth according to Exhibit is 1989 which makes his age to be 16 years at the time of his death. And there being no satisfactory evidence with regard to the earnings of the deceased it has to be assumed that he was only 16 years when he died and his earning is assumed to be Rs. 2,000/- per month so a multiplier of 18 as held in Sarla Verma's case is applied. As such Rs. 2000 x 12 = 24,000 per annum. Out of this amount the deceased must have spent Rs. 1000/- for his personal expenses per month so the balance is assumed to be the dependency of the claimant which comes to Rs. 12,000 per annum multiplied by 18 = 2,16,000/-. And for loss of love and affection and the shock suffered by the claimant on the death of the deceased a sum of Rs. 5,000/- is awarded.

As there is no whisper in the evidence of the claimants with regard to the funeral expenses claimed by the claimants in the petition to be Rs. 50,000/- Rs. 10,000 is awarded. The total of all this comes to Rs. 2,31,000/- which will bear an interest at 6% from the date of this award payable within 2 months.

6. The National Insurance Co. Ltd. had filed MACT Appeal No. 3/2012 against the judgment and award dated 30.07.2012 passed in MAC Case No. 94/2005 and MACT Appeal No. 4/2012 against the judgment and award dated 30.07.2012 passed in MAC Case No. 95/2005 on the similar ground. The main grounds taken up in the said two appeals are that there were breach of the terms and conditions of the insurance policy. The driver, who was driving the insured vehicle was under the influence of liquor at the time of the accident and the vehicle which was a private vehicle was used for commercial purpose; and as such, the insurance company is not liable to pay any compensation whatsoever. The written statements filed by the National Insurance Co. Ltd. in the two MACT cases i.e. MAC Case No. 94/2005 and MAC Case No. 95/2005 had been quoted above.

7. In the written statement filed by the National Insurance Co. Ltd., there are no pleadings as to the facts now mentioned in the Memo of Appeals that as the vehicle which was a private vehicle was used for commercial purpose, the insurance company is not liable to pay any compensation whatsoever and also that the driver of the insured vehicle was under the influence of liquor at the time of the accident. The importance of pleadings in the civil suits or in the proceedings of civil nature had been discussed by the Apex Court in a number of cases and observed that:

(i) The object and purpose of pleading and the issue are to ensure that the litigant came to the trial court with all the issues clearly defined and to prevent the cases being expanded or grounds being shifted during the trial. Its object is also to ensure that each side is fully alive to the questions that they may have an opportunity of placing the relevant evidence appropriate to the issues before the

court for its consideration. In the absence of appropriate pleading on the particular issue, there can be no adjudication of such issue. Adjudication of a dispute for a civil court is significantly different from the exercise of powers of judicial review in a writ proceeding by the High Court.

It is well settled law that in the absence of any pleading, no amount of evidence led in relation thereto can be looked into and in the absence of any plea, no evidence is admissible.

(ii) The Apex court also held in *Bondar Singh and Others Vs. Nihal Singh and Others*, observed that;

7.....It is settled law that in the absence of a plea no amount of evidence led in relation thereto can be looked into. Therefore, in the absence of a clear plea regarding sub-tenancy (shikmi), the defendants cannot be allowed to build up a case of sub-tenancy (shikmi). Had the defendants taken such a plea it would have found place as an issue in the suit. We have perused the issues framed in the suit. There is no issue on the point.

(iii) It is not open to give up the case set out in the pleadings and also cannot reprobate a new pleading. The Apex Court in *Vinod Kumar Arora Vs. Surjit Kaur*, held that:

Further, the tenant averred in his written statement that the hall was let out for his residential use as well as for running a clinic but took a categorical stand during the enquiry that he had taken the hall on rent only for running his clinic and not for his residential needs as well. The pleadings of the parties form the foundation of their case and it is not open to them to give up the case set out in the pleadings and propound a new and different case. Moreover, having taken up such a stand, the appellant again contended that the lease of the hall was of a composite nature and as such the benefit of the enlarged definition of a non-residential building given in the EP Rent Restriction (Chandigarh Amendment) Act, 1982 would ensure to his aid in the case. The appellant cannot so reprobate.

(iv) Importance and object of the pleadings had been discussed by the Apex Court in *Bachhaj Nahar Vs. Nilima Mandal and Another*, held that:

The object and purpose of pleadings and issues is to ensure that the litigants come to trial with all issues clearly defined and to prevent cases being expanded or grounds being shifted during trial. Its object is also to ensure that each side is fully alive to the questions that are likely to be raised or considered so that they may have an opportunity of placing the relevant evidence appropriate to the issues before the Court for its consideration.

Provisions relating to pleadings in civil cases are meant to give to each side intimation of the cases of the other so that it may be met, to enable Court to determine what is really at issue between the parties, and to prevent deviations from the course which the litigation on particular causes of action must take.

(v) The plaintiff has to succeed in his case on the basis of the pleaded case. Burden of proof of his pleaded case lies on the plaintiff.

In the absence of the pleadings, this Court is not accepting the ground for filing the present appeals i.e. MACT Appeal No. 3/2012 and MACT Appeal No. 4/2012.

8. The claimant i.e. Shri Richmond Nongsiej (minor) of MAC Case No. 94/2005 filed the appeal i.e. RFA No. 4/2012 against the judgment and award dated 30.07.2012 passed in MAC Case No. 94/2005 for enhancement of the award. The Member, MACT by the impugned judgment and award dated 30.07.2012 had granted compensation of Rs. 82,437/- only on the ground that the award cannot be granted greater than what is claimed by the claimant in MAC Case No. 94/2005. However, the learned Member, MACT in her judgment and award dated 30.07.2012 made a clear finding that:

in evidence the claimant had exhibited Ext. 24 which is the IPD Bill issued by the Woodland Hospital showing the amount to be Rs. 69,864/-, the claimant has also exhibited Ext. 26 to 36, 41 to 47 and 49 to 66, which are the vouchers and cash memos from different medical stores, the total amount which comes to Rs. 45,183.56/- thus the total amount of these two cases come to Rs. 1,97,540/- (Rupees one lakh ninety seven thousand five hundred forty) only.

9. Mr. LR Das, learned counsel for the claimants/appellants by referring to the decision of the Guahati High Court (Division Bench) in Aswini Kumar Defect v. General Manager, Assam State Transport Corporation & Anr: 1998 (1) GLT 437 : (2000) 3 GLR 278 contended that there is no specific provisions debarring reimbursement of the expenses incurred by the claimant for treatment during the pendency of the claim case. Para 8 of the GLR in Aswini Kumar Deka's case (Supra) reads as follows:--

8. Now the question arises whether the appellant is entitled to reimbursement of the expenses incurred by him for treatment during the pendency of the appeal. There is no specific provision debarring such claim in the concerned Act. The appellant in his petition dated 26.3.1988 in Para-3 claimed to have spent more than Rs. 50,000 for his treatment and other miscellaneous expenses. No specific amount has been quoted in this petition. Therefore, the matter was referred to the Learned Tribunal for recording additional evidence. The Learned Tribunal recorded the statement of the appellant on 24.7.1998. In the statement recorded after remand for limited purpose, the appellant has not in clear terms stated the actual amount spent by him for which he claims reimbursement. However, it would appear from the additional evidence that he has relied upon the document marked as Exhibits-8, 9, 10 and 11 Series. A casual statement has also been made by him that the expenses during the pendency of the appeal has gone upto Rs. 1,20,000. This necessitates examination of the documents at Exhibits-8, 9, 10 and 11 series.

This Court is of the considered view that there is no specific law, as such, that the amount of compensation in a claim case cannot be more than the amount

claimed initially in the claim petition. Accordingly, taking cue in the ratio laid down by Aswini Kumar Deka's case (Supra), this Court is of the considered view that the learned Member, MACT had committed irregularity in awarding only an amount of Rs. 82,347/- as compensation inspite of the clear findings in the common judgment and award dated 30.07.2012 that the total amount spent in medical treatment by the claimant is Rs. 1,97,540/- in MAC Case No. 94/2005. Accordingly, RFA No. 4/2012 filed by the claimant Shri Richmond Nongsiej (minor) of MAC Case No. 94/2005 is allowed to the extent by modifying the common judgment and award dated 30.07.2012; that the amount of compensation for the money spent for medical treatment by the claimant Shri Richmond Nongsiej (minor) should be Rs. 1,97,540/- in place of the amount of Rs. 82,347/-. If the amount of Rs. 82,347/- had already been paid by the National Insurance Co. Ltd., the National Insurance Co. Ltd. shall pay the balance amount of Rs. 1,97,540 - 82,347/- -1,15,193/- only. This Court is not disturbing the amount of 1 lakh awarded for future treatment expenses vide the common judgment and award dated 30.07.2012.

10. The claimants of MAC Case No. 95/2005 also filed the appeal being RFA No. 3/2012 against the judgment and award dated 30.07.2012 for enhancement of the amount of compensation i.e. Rs. 2,31,000/-. In the common judgment and award dated 30.07.2012, the learned Member, MACT made a clear findings that the deceased (L) Nehskhen Blein was aged only 16 years when he died, but without any cogent reasons, the learned Member, MACT assumed the earning of the deceased (L) Shri Nehskhen Blein to be Rs. 2000/- pm only. CW 1 i.e. Shri Aibor Nongrum father of the deceased deposed that his deceased son (L) Shri Nehskhen Blein was working as a Salesman in a shop having name and style "Book Centre" at GS Road, Shillong and he was getting a monthly salary of Rs. 3100 to 3200/- pm. The National Insurance Co. Ltd. did not even cross examine C W 1 and other opposite parties simply put suggestions that the deceased (L) Shri Nehskhen Blein was not working as a Salesman. CW 4 Mrs. J.F. Rapthap, under whom the deceased (L) Shri Nehskhen Blein was working as a Salesman stated that she used to pay the deceased (L) Shri Nehskhen Blein a salary of Rs. 2000/- pm and extra amount of Rs. 1200/- for other works like dropping the children and picking them up from school. Therefore, C W 4 clearly stated that the salary of the deceased (L) Shri Nehskhen Blein was Rs. 2000/- +1200A i.e. Rs. 3000/- to Rs. 3200/- only pm. The Insurance Company i.e. the appellant of MACT Appeal No. 4/2012 declined to cross examine the C W 4 regarding her statement that the salary of the deceased (L) Shri Nehskhen Blein was Rs. 3000/- to 3200/- pm. The National Insurance Co. Ltd. simply put question to CW 4 in the cross examination that was there a salary register and to that question, CW 4 answered that she never maintained any salary register as the deceased (L) Shri Nehskhen Blein was the only employee in the shop. The statements of CW 1 and CW 4 that the salary of the deceased (L) Nehskhen Blein was Rs. 3100/- pm was not denied by the opposite parties including the National Insurance Co. Ltd. i.e. appellant of MACT Appeal No. 4/2012.

11. Therefore, the salary of the deceased (L) Shri Nehskhen Blein per annum would be Rs. 3100 x 12 = 37,200/- per annum. However, the learned Member, MACT correctly used the multiplier of 18 by taking into consideration of the age of the deceased (L) Shri Nehskhen Blein at the time of the accident. Under Note to Second Schedule of the said Act of 1988, 1/3rd of the earning must have spent for personal expenses per month and so the balance amount of dependency of the claimant would come to Rs. $3100 - \frac{1}{3} \times 12 = 2067/-$ x 12 = 24,804 x 18 = 4,46,472/- only. The total amount of award comes to Rs. 4,46,472/- + 5000/- (for loss of love and affection) = 4,51,472/- only. In case, the total amount of compensation mentioned in the common judgment and award dated 30.07.2012, i.e. Rs. 2,31,000/- had already been paid, the balance amount of Rs. 4,51,472 - Rs. 2,31,000/- = Rs. 2,20,472/- only shall be paid to the claimant/appellant in RFA No. 3/2012. Accordingly, the common judgment and award dated 30.07.2012 passed in MAC Case No. 95/2005 is modified to the extent indicated above.

12. The Apex Court in (i) Hardeo Kaur and others Vs. Rajasthan State Transport Corporation and another, and; (ii) Mohd. Ameeruddin and Another Vs. United India Insurance Co. Ltd. and Another, imposed interest on the award from the date of filing the claim case till the date of payment. Accordingly, the common judgment and award dated 30.07.2012 passed by the learned Member, MACT is also further modified to the extent that the amount of compensation mentioned above in the claim case i.e. MAC Case No. 94/2005 and MAC Case No. 95/2005 will bear an interest of 6% from the date of filing the claim case i.e. 04.12.2005 till the date of payment. In the result, MACT Appeal No. 3/2012 and MACT Appeal No. 4/2012 are dismissed and RFA No. 3/2012 and RFA No. 4/2012 are allowed to the extent indicated above.