
(2012) 08 DEL CK 0261
In the Delhi High Court
Case No : MAC. APP. 359 of 2004

Oriental Insurance Co. Ltd.		APPELLANT
	Vs	
Arun Bala and Others		RESPONDENT

Date of Decision : 31-08-2012

Acts Referred:

Motor Vehicles Act, 1988 — Section 10, 168, 18, 95

Citation : (2012) 08 DEL CK 0261

Hon'ble Judges : G.P. Mittal, J

Bench : Single Bench

Advocate : Manjusha Wadhwa, for the Appellant;

Final Decision : Allowed

Judgement

G.P. Mittal, J.

CM APPL.10191/2004 (delay)

For the reasons as stated in the Application, the delay of 29 days in filing the Appeal is condoned.

The Application is allowed.

MAC.APP. 359/2004

1. The Appellant Oriental Insurance Company Limited impugns a judgment dated 12.04.2004 passed by the Motor Accident Claims Tribunal (the

Claims Tribunal) whereby a compensation of Rs. 19,95,000/- was awarded in favour of Respondents No. 1 to 3 for the death of Raj Kishore Lal

who died in a motor vehicle accident which occurred on 23.09.1994. On appreciation of evidence, the Claims Tribunal found that the accident

was caused on account of rash and negligent driving of two wheeler No. M04-8905 driven by Respondent No. 6 Satpal (Respondent No. 4 as

per the amended memo of parties as the deceased's parents died during the proceedings). The deceased's salary was accepted to be Rs.

12,000/- per month. On making an addition of 50% towards future prospects, the Claims Tribunal by applying the multiplier of "11" computed the

loss of dependency as Rs. 19,80,000/-. On adding a sum of Rs. 15,000/- towards non-pecuniary heads, the overall compensation of Rs.

19,95,000/- was awarded.

2. The finding on negligence is not challenged by the Appellant Insurance Company. Thus, the same has attained finality.

3. The following contentions are raised on behalf of the Appellant:-

(i) The Claims Tribunal made an addition of 50% towards future prospects which was not permissible as the deceased was above 51 years on the

date of the accident. Reliance is place on Smt. Sarla Verma and Others Vs. Delhi Transport Corporation and Another, .

(ii) The Claims Tribunal made a deduction of one-sixth towards the personal and living expenses as the dependents were four and if the father is

included then five. The deduction towards personal and living expenses should have been taken as one-fourth.

(iii) The deceased's widow got an employment on compassionate ground and started earning Rs. 3,500/- per month. It should have been

deducted from the deceased's income to compute the loss of dependency. Reliance is placed on Bhakra Beas Management Board Vs. Smt.

Kanta Aggarwal and Others, .

(iv) The Appellant Insurance Company proved that the Respondent No. 4 (Satpal) did not possess a driving licence to drive a two wheeler. There

was willful and conscious breach of the terms of the policy. The Insurance Company was entitled to recovery rights against the driver and the

owner of the vehicle.

4. None appeared on behalf of the Respondents at the time of hearing of the Appeal.

5. I shall deal with the contention one by one.

QUANTUM OF COMPENSATION:-

6. From the Last Pay Certificate Ex. PW-1/A it was established that the deceased got a salary of Rs. 9126/- for the period of 23 days in the

month of September, 1994. He met with the unfortunate accident and died on the said day. The deceased and his family members were allowed

Govt. accommodation. He (the deceased) was in possession of the same and residing therein at the time of the accident. He was paying a licence

fee of Rs. 110/- per month. Thus, an addition of 30% in the basic pay is required to be made towards the HRA because this was a pecuniary

benefit to which the deceased was entitled. His salary including HRA for the full month would come to Rs. 13,790/-.

7. In Sarla Verma the Supreme Court laid down that normally addition of 50% should be made towards future prospects where victim is aged

upto 40 years and 30% where the victim is above 40 years and less than 50 years. He (the victim) died on 23.09.1994. The Fifth Pay Commission

was implemented w.e.f. 01.01.1996 that is just one year and three months from the accident as is evident from the number of documents including

a letter dated 09.09.1999 Ex. PW-4/6 proved on record by the Claimants.

8. In Sri. K.R. Madhusudhan and Others Vs. The Administrative Officer and Another, , the Supreme Court emphasized that the thumb rule laid

down in Sarla Verma is to be followed in the normal circumstances. Wherever there is evidence of the victim getting a definite rise in income in the

near future, an exception can be made to Sarla Verma. Paras 9 and 10 of the reports are extracted hereunder:-

9. We are of the opinion that the rule of thumb evolved in Smt. Sarla Verma and Others Vs. Delhi Transport Corporation and Another, is to be

applied to those cases where there was no concrete evidence on record of definite rise in income due to future prospects. Obviously, the said rule

was based on assumption and to avoid uncertainties and inconsistencies in the interpretation of different courts, and to overcome the same.

10. The present case stands on different factual basis where there is clear and incontrovertible evidence on record that the deceased was entitled

and in fact bound to get a raise in income in the future, a fact which was corroborated by evidence on record. Thus, we are of the view that the

present case comes within the ""exceptional circumstances"" and not within the purview of the rule of thumb laid down by Smt. Sarla Verma and

Others Vs. Delhi Transport Corporation and Another, judgment. Hence, even though the deceased was above 50 years of age, he shall be entitled

to increase in income due to future prospects.

9. In K.R. Madhusudhan the deceased was aged 53 years. There was definite evidence that on account of an agreement with the employer, the

income was about to increase. In the instant case the deceased was aged just about 51 years and the Fifth Pay Commission was to be implemented

just after one year and three months. In the peculiar circumstances of the case, the Claimants are entitled to an addition of 30% in the deceased's

income towards the future prospects.

10. The numbers of dependents including the deceased's mother were four. Even if, father is considered as a dependent, the number of

dependents were five. As per Sarla Verma there has to be deduction of one-fourth towards the personal and living expenses. At the same time,

income tax is to be deducted for computing the loss of dependency.

11. Now I shall turn to the question whether deduction is required to be made as the deceased's widow got an employment on compassionate

ground in the Indian Agriculture Research Institute.

12. Section 168 of the Act enjoins a Claims Tribunal to determine the amount of compensation which is just and reasonable. It can neither be a

source of profit nor should it be a pittance. In State of Haryana and Another Vs. Jasbir Kaur and Others, , the Supreme Court held as under:

7. It has to be kept in view that the Tribunal constituted under the Act as provided in Section 168 is required to make an award determining the

amount of compensation which is to be in the real sense "damages" which in turn appears to it to be "just and reasonable". It has to be borne in

mind that compensation for loss of limbs or life can hardly be weighed in golden scales. But at the same time it has to be borne in mind that the

compensation is not expected to be a windfall for the victim. Statutory provisions clearly indicate that the compensation must be "just and it cannot

be a bonanza; not a source of profit; but the same should not be a pittance. The courts and tribunals have a duty to weigh the various factors and

quantify the amount of compensation, which should be just. What would be "just" compensation is a vexed question. There can be no golden rule

applicable to all cases for measuring the value of human life or a limb. Measure of damages cannot be arrived at by precise mathematical

calculations. It would depend upon the particular facts and circumstances, and

attending peculiar or special features, if any. Every method or mode adopted for assessing compensation has to be considered in the background of "just" compensation which is the pivotal consideration. Though by use of the expression "which appears to it to be just" a wide discretion is vested in the Tribunal, the determination has to be rational, to be done by a judicious approach and not the outcome of whims, wild guesses and arbitrariness. The expression "just" denotes equitability, fairness and reasonableness, and non-arbitrary. If it is not so it cannot be just.

13. In Bhakra Beas Management Board Vs. Smt. Kanta Aggarwal and Others, , the Supreme Court largely relied on United India Insurance Co.

Ltd. Vs. Patricia Jean Mahajan and Others Etc. Etc., , a three Judges Bench decision in Gobald Motor Service Ltd. and Another Vs. R.M.K.

Veluswami and Others, ; and Mrs. Helen C. Rebello and Others Vs. Maharashtra State Road Transport Corpn. and Another, to hold that if a

widow gets an employment on compassionate ground, the benefit should be considered while awarding compensation towards loss of dependency.

14. In Helen C. Rebello (supra), the question before the Supreme Court was whether the amount received under Life Insurance Policy was liable

to be deducted on the principle of balancing the loss and gain. The Supreme Court referred to the Law of Torts by Fleming and differentiated

between the amount received under the Life Insurance Policy and an Accident Insurance Policy. It was, thus held that the payment received under

the Life Insurance Policy was not deductible whereas the payment received under the Personal Accident Insurance was deductible. The reason

was that in case of payment received under the Accident Insurance Policy, the amount was receivable only on account of death in an accident and

not otherwise, whereas in case of Life Insurance Policy, the amount was receivable irrespective of the death. Thus, the fact that the payment was

made under an independent contract of insurance was not of much importance. Moreover, the use of the word ""just"" in Section 168 of the Act,

confers wider discretion to the Claims Tribunal. The Claims Tribunal, therefore, has to see that the compensation awarded is neither niggardly nor

a source of profit. Paras 26, 27, 28, 32, 33 and 34 of the report in Helen C. Rebello (supra) are extracted hereunder:

26. this Court, in this case did observe, though did not decide, to which we refer that the use of the words, ""which appears to it to be just"" u/s

110B gives wider power to the Tribunal in the matter of determination of compensation under the 1939 Act. There is another case of this Court in

which there is a passing reference to the deduction out of the compensation payable under the Motor Vehicles Act. In *N. Sivammal v. Managing*

Director, Pandian Roadways Corpn. this Court held that the deduction of Rs 10,000 receivable as monetary benefit to the widow of the pension

amount, was not justified. So, though deduction of the widow's pension was not accepted but for this, no principle was discussed therein.

However, having given our full consideration, we find there is a deliberate change in the language in the later Act, revealing the intent of the

legislature, viz., to confer wider discretion on the Tribunal which is not to be found in the earlier Act. Thus, any decision based on the principle

applicable to the earlier Act, would not be applicable while adjudicating the compensation payable to the claimant in the later Act.

27. Fleming, in his classic work on the Law of Torts, has summed up the law on the subject in these words. This is also referred to in *Sushila Devi*

v. Ibrahim:

The pecuniary loss of such dependant can only be ascertained by balancing, on the one hand, the loss to him of future pecuniary benefit, and, on

the other, any pecuniary advantage which, from whatever source, comes to him by reason of the death.... There is a vital distinction between the

receipt of moneys under accident insurance and life assurance policies. In the case of accident policies, the full value is deductible on the ground

that there was no certainty, or even a reasonable probability, that the insured would ever suffer an accident. But since man is certain to die, it

would not be justifiable to set off the whole proceeds from a life assurance policy, since it is legitimate to assume that the widow would have

received some benefit, if her husband had pre-deceased her during the currency of the policy or if the policy had matured during their joint lives.

The exact extent of permissible reduction, however, is still a matter of uncertainty....

(emphasis supplied)

28. Fleming has also expressed that the deduction or set-off of the life insurance

could not be justifiable. When he uses the words "not be justifiable" he refers to one's conscience, fairness and contrary to what is just. In this context, the use of the word "just", which was neither in the English 1846 Act nor in the Indian 1855 Act, now brought in under the 1939 Act, gains importance. This shows that the word "just" was deliberately brought in Section 110B of the 1939 Act to enlarge the consideration in computing the compensation which, of course, would include the question of deductibility, if any. This leads us to an irresistible conclusion that the principle of computation of the compensation both under the English Fatal Accidents Act, 1846 and under the Indian Fatal Accidents Act, 1855 by the earlier decisions, were restrictive in nature in the absence of any guiding words therein, hence the courts applied the general principle at the common law of loss and gain but that would not apply to the considerations u/s 110B of the 1939 Act which enlarges the discretion to deliver better justice to the claimant, in computing the compensation, to see what is just. Thus, we find that all the decisions of the High Courts, which based their interpretation on the principles of these two Acts, viz., the English 1846 Act and the Indian 1855 Act to hold that deductions were valid cannot be upheld. As we have observed above, the decisions even with reference to the decision of this Court in Gobald Motor Service where the question was neither raised nor adjudicated and that case also, being under the 1855 Act, cannot be pressed into service. Thus, these courts by giving a restrictive interpretation in computation of compensation based on the limitation of the language of the Fatal Accidents Act, fell into an error, as it did not take into account the change of language in the 1939 Act and did not consider the widening of the discretion of the Tribunal u/s 110B. The word "just", as its nomenclature, denotes equitability, fairness and reasonableness having a 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 the force of law.....

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32. So far as the general principle of estimating damages under the common law is concerned, it is settled that the pecuniary loss can be ascertained only by balancing on one hand, the loss to the claimant of the future pecuniary benefits that would have accrued to him but for the death with the ""pecuniary advantage"" which from whatever source comes to him by reason of the death. In other words, it is the balancing of loss and gain of the claimant occasioned by the death. But this has to change its colour to the extent a statute intends to do. Thus, this has to be interpreted in the light of the provisions of the Motor Vehicles Act, 1939. It is very clear, to which there could be no doubt that this Act delivers compensation to the claimant only on account of accidental injury or death, not on account of any other death. Thus, the pecuniary advantage accruing under this Act has to be deciphered, correlating with the accidental death. The compensation payable under the Motor Vehicles Act is on account of the pecuniary loss to the claimant by accidental injury or death and not other forms of death. If there is natural death or death by suicide, serious illness, including even death by accident, through train, air flight not involving a motor vehicle, it would not be covered under the Motor Vehicles Act. Thus, the application of the general principle under the common law of loss and gain for the computation of compensation under this Act must correlate to this type of injury or death, viz., accidental. If the words ""pecuniary advantage"" from whatever source are to be interpreted to mean any form of death under this Act, it would dilute all possible benefits conferred on the claimant and would be contrary to the spirit of the law. If the ""pecuniary advantage"" resulting from death means pecuniary advantage coming under all forms of death then it will include all the assets moveable, immovable, shares, bank accounts, cash and every amount receivable under any contract. In other words, all heritable assets including what is willed by the deceased etc. This would obliterate both, all possible conferment of economic security to the claimant by the deceased and the intentions of the legislature. By such an interpretation, the tortfeasor in spite of his wrongful act or negligence, which contributes to the death, would have in many cases no liability or meagre liability. In our considered opinion, the general principle of loss and gain takes colour of this statute, viz., the gain has to be interpreted which is as a result of the accidental death and the loss on account of the accidental death. Thus,

under the present Act, whatever pecuniary advantage is received by the claimant, from whatever source, would only mean which comes to the

claimant on account of the accidental death and not other forms of death. The constitution of the Motor Accident Claims Tribunal itself u/s 110 is,

as the section states:

... for the purpose of adjudicating upon claims for compensation in respect of accidents involving the death of, or bodily injury to,...

33. Thus, it would not include that which the claimant receives on account of other forms of deaths, which he would have received even apart from

accidental death. Thus, such pecuniary advantage would have no correlation to the accidental death for which compensation is computed. Any

amount received or receivable not only on account of the accidental death but that which would have come to the claimant even otherwise, could

not be construed to be the "pecuniary advantage", liable for deduction. However, where the employer insures his employee, as against injury or

death arising out of an accident, any amount received out of such insurance on the happening of such incident may be an amount liable for

deduction. However, our legislature has taken note of such contingency through the proviso of Section 95. Under it the liability of the insurer is

excluded in respect of injury or death, arising out of and in the course of employment of an employee.

34. This is based on the principle that the claimant for the happening of the same incidence may not gain twice from two sources. This, it is

excluded thus, either through the wisdom of the legislature or through the principle of loss and gain through deduction not to give gain to the

claimant twice arising from the same transaction, viz., the same accident. It is significant to record here in both the sources, viz., either under the

Motor Vehicles Act or from the employer, the compensation receivable by the claimant is either statutory or through the security of the employer

securing for his employee but in both cases he receives the amount without his contribution. How thus an amount earned out of one's labour or

contribution towards one's wealth, savings, etc. either for himself or for his family which such person knows under the law has to go to his heirs

after his death either by succession or under a Will could be said to be the "pecuniary gain" only on account of one's accidental death. This, of

course, is a pecuniary gain but how this is equitable or could be balanced out of the amount to be received as compensation under the Motor

Vehicles Act. There is no correlation between the two amounts. Not even remotely. How can an amount of loss and gain of one contract be made

applicable to the loss and gain of another contract. Similarly, how an amount receivable under a statute has any correlation with an amount earned

by an individual. Principle of loss and gain has to be on the same plane within the same sphere, of course, subject to the contract to the contrary or

any provisions of law.

15. In para 33 of the report, the Supreme Court clarified that it would not include the pecuniary advantage which the Claimant receives on account

of other forms of death. In other words, any pecuniary advantage received by the legal representatives which had no co-relation with the accidental

death, was not to be deducted from the pecuniary loss suffered by the Claimants.

16. Similarly, in Patricia Jean Mahajan (supra), the Supreme Court while not deducting the sum received on account of family pension and social

security had in its mind that these payments had no co-relation between the compensation payable on account of accidental death and death on

account of illness or otherwise. The Supreme Court emphasized that the principle of balancing between losses and gains must have some co-

relation with the accidental death by reason of which alone the Claimant had received the amounts. Paras 34 and 36 of the report are extracted

hereunder:

34. Shri P.P. Rao, Learned Counsel appearing for the claimants submitted that the scope of the provisions relating to award of compensation

under the Motor Vehicles Act is wider as compared to the provisions of the Fatal Accidents Acts. It is further indicated that Gobald case is a case

under the Fatal Accidents Acts. For the above contention he has relied upon the observation made in Rebello case. It has also been submitted that

only such benefits, which accrued to the claimants by reason of death, occurred due to an accident and not otherwise, can be deducted. Apart

from drawing a distinction between the scope of provisions of the two Acts, namely, the Motor Vehicles Act and the Fatal Accidents Act, this

Court in Helen Rebello case accepted the argument that the amount of insurance policies would be payable to the insured, the death may be

accidental or otherwise, and even where the death may not occur the amount will be payable on its maturity. The insured chooses to have

insurance policy and he keeps on paying the premium for the same, during all the time till maturity or his death. It has been held that such a

pecuniary benefit by reason of death would not be such as may be deductible from the amount of compensation.

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36. We are in full agreement with the observations made in the case of Helen Rebello that principle of balancing between losses and gains, by

reason of death, to arrive at the amount of compensation is a general rule, but what is more important is that such receipts by the claimants must

have some correlation with the accidental death by reason of which alone the claimants have received the amounts. We do not think it would be

necessary for us to go into the question of distinction made between the provisions of the Fatal Accidents Act and the Motor Vehicles Act.

(emphasis supplied). According to the decisions referred to in the earlier part of this judgment, it is clear that the amount on account of social

security as may have been received must have a nexus or relation with the accidental injury or death, so far to be deductible from the amount of

compensation. There must be some correlation between the amount received and the accidental death or it may be in the same sphere, absence

(sic) the amount received shall not be deducted from the amount of compensation. Thus, the amount received on account of insurance policy of the

deceased cannot be deducted from the amount of compensation though no doubt the receipt of the insurance amount is accelerated due to

premature death of the insured. So far as other items in respect of which Learned Counsel for the Insurance Company has vehemently urged, for

example some allowance paid to the children, and Mrs Patricia Mahajan under the social security system, no correlation of those receipts with the

accidental death has been shown much less established. Apart from the fact that contribution comes from different sources for constituting the fund

out of which payment on account of social security system is made, one of the constituents of the fund is tax which is deducted from income for the

purpose. We feel that the High Court has rightly disallowed any deduction on account of receipts under the insurance policy and other receipts

under the social security system which the claimant would have also otherwise been entitled to receive irrespective of accidental death of Dr

Mahajan. If the proposition ""receipts from whatever source"" is interpreted so widely that it may cover all the receipts, which may come into the

hands of the claimants, in view of the mere death of the victim, it would only defeat the purpose of the Act providing for just compensation on

account of accidental death. Such gains, maybe on account of savings or other investment etc. made by the deceased, would not go to the benefit

of the wrongdoer and the claimant should not be left worse off, if he had never taken an insurance policy or had not made investments for future

returns.

17. Thus, on the basis of the ratio in Helen C. Rebello (supra) and Patricia Jean Mahajan (supra), it can be safely concluded that only those

amounts which are payable to the Claimant/Claimants only by reason of death or injury in an accident are liable to be deducted.

18. Turning to the facts of the instant case, the First Respondent as PW-1 deposed that she was earning a sum of Rs. 4,500/- per month by doing

private tuitions. She was a Graduate. Thus, practically there was no gain to the Claimants on account of the First Respondent's appointment on

compassionate ground. Moreover, it is nowhere the Appellant's case that the deceased's widow got an employment on account of accidental

death. There is an office Memorandum No. 14014/6/94-Estt (D), dated 09.10.1998 issued by the Govt. of India which provides for an

appointment on compassionate ground to a dependent family member of a Govt. servant dying in harness or who has retired on medical grounds.

Thus, the First Respondent got employment not on account of accidental death but on account of the Govt. policy to support the family of an

employee who dies in harness.

19. The judgment in Bhakra Beas relied upon by the Learned Counsel for the Appellant is not attracted to the facts of the present case. Rather the

earlier judgment in Gobald Motor, Helen C. Rebello and Patricia Jean Mahajan are binding precedents.

20. Thus, no deduction can be made in the deceased's income on account of First Respondent's employment on compassionate ground.

21. In view of the above discussion, the loss of dependency comes to Rs.

15,60,273/- (13,790/- x 12 - 20,000/- (income tax) + 30% x 3/4 x 11).

22. Considering that the accident took place in the year 1994, I would make a provision of a sum of Rs. 15,000/- towards loss of love and affection and Rs. 5,000/- each towards loss of consortium, loss to estate and funeral expenses.

23. The overall compensation thus comes to Rs. 15,90,273/-.

24. Now it is the time to turn to the Appellant's liability. The owner examined RW2 Rajeev Chauhan to prove that there was no willful and

conscious breach of the terms of the policy. RW2 filed his Affidavit Ex. RW2/B. He testified that Nanak Chand Bajaj (Respondent No. 5 herein)

checked the driving licence of Respondent Satpal and checked his driving skills and only thereafter he entrusted the vehicle to him. It is not a case

where the driving licence was found to be fake. Satpal, Respondent No. 4 possessed a driving licence to drive LMV which has been found to be

valid and genuine. RW1 Padam Singh from MLO office deposed that driving licence No. C94051703 issued for LMV in the name of Satpal son

of Gobind Ram was valid upto 17.05.1997.

25. Section 10 of the Motor Vehicles Act, 1988 (the Act) lays down the classes of the driving licence issued by the Licensing Authority, which is

extracted hereunder:-

10. Form and contents of licences to drive.

(1) Every learner's licence and driving licence, except a driving licence issued u/s 18, shall be in such form and shall contain such information as

may be prescribed by the Central Government.

(2) A learner's licence or, as the case may be, driving licence shall also be expressed as entitling the holder to drive a motor vehicle of one or more

of the following classes, namely:-

(a) motor cycle without gear;

(b) motor cycle with gear;

(c) invalid carriage;

(d) light motor vehicle;

1[(e) transport vehicle;]

(i) road-roller;

(j) motor vehicle of a specified description.

26. From a bare reading of section 10 of the Act it is clear that licence for a motor cycle is for a separate class of vehicle than for an LMV. A

person possessing a licence for LMV or even for a transport vehicle may not be competent to drive a two wheeler. In the circumstances, the

Appellant Insurance Company established that the Respondent No. 4 Satpal was driving two wheeler No. M04-8905 without holding any license

to drive the same. The Appellant Insurance Company thus successfully proved the breach of the policy and is, therefore, entitled to recover the

awarded compensation paid from the owner and the driver.

27. This Appeal was filed in the year 2004. The execution of the award was never stayed. Perhaps, the application for stay was not pressed by the

Appellant.

28. It is urged by the Learned Counsel for the Appellant that the entire amount of compensation along with interest was deposited with the Claims

Tribunal and was released in terms of its order.

29. There is an excess compensation of Rs. 4,04,727/- (Rs. 19,95,000/- minus Rs. 15,90,273/-). If the entire compensation has been withdrawn

by Respondents No. 1 to 3, the Appellant would be entitled to restitution in respect of the same.

30. The Appellant Insurance Company shall be entitled to recover a sum of Rs. 15,90,273/- along with proportionate interest @ 7.5% per annum

from the owner and the driver of the offending vehicle.

31. Respondents No. 1 to 3 are directed to deposit a sum of Rs. 4,04,727/- along with proportionate interest with the Claims Tribunal within a

period of three months failing which the Appellant Insurance Company shall be entitled to take execution in respect of this amount from

Respondents No. 1 to 3. The Appellant would also be entitled to interest @ 7.5% per annum from the date of this judgment till the amount is

recovered, if the amount is not paid to the Appellant or not deposited in this Court within the period of three months.

32. The Appeal is allowed in above terms. Pending Applications stands disposed of.