

(2013) 12 BOM CK 0126
In the Bombay High Court
Case No : First Appeal No. 573 of 2013

Oriental Insurance Co. Ltd.	Vs	APPELLANT
Meena Tukaram Jadhav and Others		RESPONDENT

Date of Decision : 19-12-2013

Acts Referred:

Citation : (2014) 2 ABR 306 : (2014) 3 ALLMR 268 : (2014) 3 MhLj 840

Hon'ble Judges : Revati Mohite Dere, J; Abhay Shreeniwas Oka, J

Bench : Division Bench

Judgement

A.S. Oka, J.—These appeals arising out of Judgments and Awards made by learned Member of the Motor Accident Claims Tribunal, Mumbai can be disposed of by a common Judgment and Order as claims arising out of the same accident have been decided by the Tribunal by the impugned Judgments and Awards. The accident occurred on 28th August, 1998. The members of Borkar family had hired a auto rickshaw at the place known as Kodibaug, near Karwar in the State of Karnataka and they were proceeding towards Karwar beach by the auto rickshaw on highway No. 17. When the auto rickshaw reached in front of the RTO Office at Karwar, a truck came from the opposite direction and collided with the auto rickshaw. The allegation in the claim petitions is that the truck was being driven in a rash and negligent manner. As a result of the dash given by the truck, the occupants of the auto rickshaw sustained injuries. The truck was owned by one Prabhakar Naik which was insured on the date of accident with the Oriental Insurance Company Limited (the appellant). The auto rickshaw was insured at the relevant time with the National Insurance Company Limited which is one of the respondents in Appeals.

2. The claim application No. 758 of 1999 was filed by one Meena T. Jadhav. The said Meena was travelling in the auto rickshaw along with the members of Borkar family. Her age at the time of accident was 14 years and she was working as a maid servant with the Borkar family. On account of injuries sustained by her, she claimed compensation of Rs. 2,50,000/-.

3. The appellant-the Oriental Insurance Company Ltd. the insurer of the truck filed a written statement contending that the accident occurred due to rash and negligent driving on the part of the driver of the auto rickshaw. The National Insurance Company Limited, the insurer of the auto rickshaw, filed a written statement contending that the accident took place on account of rash and negligent driving of the driver of the truck. By the impugned Award dated 5th August, 2011, the learned Member of the Tribunal held that there was negligence on the part of the drivers of both the vehicles. The learned Member directed that the apportionment of the liability between the appellant-the Oriental Insurance Company Limited and the National Insurance Company Limited shall be made in the proportion of 80:20. In the said claim, the compensation of Rs. 1,36,150/- was granted to the claimant with interest thereon at the rate of 7.5% per annum from the date of filing of the claim petition till realization. First Appeal No. 573 of 2013 filed by the appellant-the Oriental Insurance Company Limited takes an exception to the said Judgment and Award.

4. First Appeal No. 700 of 2013 is filed by the Oriental Insurance Company Limited for challenging the Judgment and Award dated 6th August, 2011 in Claim Application No. 756 of 1999 which was filed by one Mrs. Subha Rajan Desai (formerly known as Priya Pramod Borkar) who was the occupant of the auto rickshaw. She is the widow of Pramod Borkar who died in the same accident. She claimed compensation of Rs. 3,00,000/- on account of injuries sustained by her. Similar contentions were raised by the insurers of the vehicles which were raised in the claim petition filed by Meena Jadhav. The Tribunal granted compensation of Rs. 1,85,680/- together with interest thereon at the rate of 7.5% from the date of filing of the claim petition till the payment of compensation amount.

5. First Appeal No. 1369 of 2012 filed by the Oriental Insurance Company Limited takes an exception to the Award dated 4th August, 2011 in claim petition No. 757 of 1999 filed on behalf of minor Prachi through her mother and natural guardian Mrs. Subha Rajan Desai. Injured Prachi is the minor daughter of deceased Pramod. Identical defences were raised by both the insurance companies to the claim petition. Total compensation of Rs. 65,000/- has been granted by the Tribunal with interest thereon at the rate of 7.5% p.a.

6. First Appeal No. 1630 of 2012 has been preferred by the Oriental Insurance Company Limited for challenging the Judgment and Award dated 3rd August, 2011 passed by the learned Member of the Tribunal in claim petition No. 755 of 1999 filed claiming compensation on account of death of the said Pramod Borkar. The claim petition has been filed by Priya, (nee Mrs. Subha Desai) the widow, her two minor daughters, her mother-in-law and her sister-in-law (unmarried sister of deceased Pramod). Defences which are similar in the companion petitions were raised by both the insurers. The total compensation of Rs. 28,70,740/- together with interest thereon at the rate of 7.5% p.a. was granted under the impugned Judgment and Award. Claim of Rs. 60,00,000/- was made in the said claim petition. In this appeal, there is a Cross Objection Stamp No. 29695 of

2013 filed by the first to third claimants claiming enhancement in the compensation to the extent of Rs. 22,70,740/- filed by the claimants.

7. We must note that in all the claims, the compensation payable to the claimants has been apportioned between the Oriental Insurance Company Limited and the National Insurance Company Limited in the proportion of 80% : 20%.

8. In support of the appeals preferred by the Oriental Insurance Company Limited, the learned counsel Shri Vidyarthi invited our attention to the evidence on record to show that the driver of the auto rickshaw was negligent. He invited our attention to the findings recorded on issue No. 1 regarding negligence. He urged that only because the truck is heavier than the auto rickshaw, one cannot jump to the conclusion that there was negligence on the part of the driver of the truck when there is a head on collision between the auto rickshaw and the truck. He urged that the finding on the issue of negligence against the driver of the truck is perverse as the same is not based on evidence. He urged that the claimants did not examine any witness to prove the negligence on the part of the driver of the truck. Without prejudice to his contention that there is no negligence on the part of the driver of the truck, he urged that in any event, the liability ought to have been apportioned equally between the two insurers. He urged that the compensation granted to all the claimants is exorbitant and especially in claim petition No. 755 of 1999 which is the case of fatal accident. He urged that deceased Pramod was drawing a salary of Rs. 17,692/- per month at the time of his death. He submitted that there was no evidence to show that the deceased would have earned salary of Rs. 29,000/-. He submitted that the admitted position is that the legal representatives of deceased received a sum of Rs. 14,00,000/- under the group insurance scheme, the premium whereof was paid by the Shipping Corporation of India, the employer of the deceased. He relied upon the decision of the Apex Court in the case of Mrs. Helen C. Rebello and Others Vs. Maharashtra State Road Transport Corpn. and Another, . He submitted that the insurance claim of Rs. 14,00,000/- has been received by the claimants from the group insurance policy taken by the employer which was payable only on account of accidental death. He invited our attention to the evidence of Mr. Venugopal, an Officer of Shipping Corporation of India, the employer of the deceased Pramod. He stated that the said insurance scheme was for the employees of SCI to cover the accidents. He, therefore, submitted that in view of the law laid down in the case of Helen Rebello, the amount of Rs. 14,00,000/- will have to be deducted from the compensation payable to the claimants in the claim filed on account of death of Pramod. He urged that in view of the decision of the Apex Court in the case of Smt. Sarla Verma and Others Vs. Delhi Transport Corporation and Another, the multiplier of 15 ought to have been applied instead of 16 adopted by the Tribunal. In support of other appeals, he contended that the compensation granted is on the higher side.

9. The learned counsel for the claimants supported the impugned Judgments and

Awards. The learned counsel for the respondents appearing in First Appeal No. 1630 of 2012 urged that there is no evidence brought on record by the appellants to show that the insurance policy under which the amount of Rs. 14,00,000/- was paid is an accident insurance policy. He urged that it is the group insurance policy taken by the employer and the grant of benefit under the said policy is on account of death of deceased Pramod. He urged that therefore, going by the decision of the Apex Court in the case of Helen C. Rebello and others (supra), no deduction can be made from the compensation on account of payment of Rs. 14,00,000/- under the group insurance. He placed reliance on the decision of the Apex Court in the case of Sunil Sharma and Others Vs. Bachitar Singh and Others, . He urged that the amounts which were payable to the deceased by way of perks and allowances should be taken as the income of the deceased for the purpose of calculating multiplicand. He urged that in view of the said decision, even deduction towards employee's provident fund scheme or insurance scheme cannot be made from the salary of the deceased for the purpose of calculating multiplicand. He urged that there were five dependents on the deceased namely widow, two minor daughters, the mother and an unmarried sister. He submitted that hence, deduction of 7th ought to have made on account of personal expenditure of the deceased instead of 1/3rd. He, therefore, urged that the cross objection filed in First Appeal No. 1630 of 2012 by the claimant Nos. 1 to 3 will have to be allowed. He urged that in any case, there was no reason to deny 50% addition towards the future prospects of increase in income as held in the case of Smt. Sarla Verma and Others Vs. Delhi Transport Corporation and Another, . The learned counsel for the National Insurance Company Limited urged that it is brought on record in evidence of widow of Pramod that it was the truck which came on the wrong side and gave a dash to auto rickshaw. Her submission is that the findings of the Tribunal of apportioning the liability at 80%: 20% between the Oriental Insurance Company Limited and National Insurance Company Limited is legal and proper and no interference is called for.

10. We have considered the submissions. The first question arises in these appeals is as regards the negligence. The negligence on the part of the driver of the truck is disputed. In the alternative, a limited submission is made by the applicant-the Oriental Insurance Company Limited (insurer of the truck) that both the drivers of the truck and auto rickshaw were at fault and considering the fact that it was head on collision, the liability should have been apportioned at 50% : 50%.

11. It will be necessary to make a reference to the evidence on the aspect of negligence. We must note here that the appellant-Oriental Insurance Company Limited did not examine the driver of the truck. In this context, the evidence of Mrs. Subha Desai, the widow of the deceased who herself was injured will have to be examined. In the examination-in-chief she stated that she along with her husband and kids were proceeding by the auto rickshaw from Kodiar to Karwar beach when the truck insured with the appellant came from the opposite

direction in a fast speed. She deposed that the truck came on the wrong side of the road and dashed against the auto rickshaw. In the cross-examination made by the Advocate for the appellant, she admitted that there was head on collision between the auto rickshaw and the truck. She expressed inability to tell the speed of the auto rickshaw and the fact whether it was proceeding by the center of the road. She stated that the fault was of the drivers of both the vehicles. However, in the cross-examination made by the Advocate for the National Insurance Company Limited, she stated that the rickshaw was proceeding in a normal speed and that the truck came from the opposite direction and after coming to its wrong side, it dashed against the auto rickshaw. She stated that the auto rickshaw was on the center of the road.

12. The learned Member of the Tribunal has also referred to the spot panchanama at Exhibit 15. By referring the spot panchanama, the learned Member of the Tribunal has observed thus:

11 Aforesaid factum has testified and corroborates with the Spot Panchnama Exhibit 15 which had drawn by the Investigating Officer after registration of the offence by going at the spot. It reveals from Spot Panchnama that the spot is located on Karwar Sadashiv National Highway No. 17, opposite R.T.O. Office. The road at the spot was tar road running straight from south to north and investigating officer has found there fresh dry blood marks, pieces of glass and vehicles which were lying there. He described that from the place of occurrence of accident on eastern side there is kachha road at a distance of 5 feet where auto rickshaw No. KA-30-1087 was standing facing towards town. Front right side of the auto rickshaw was entirely bend and crushed. Its front show glass, right side indicator covers were broken into pieces and upper side hood is entirely torn away. Right side wheel of the said rickshaw was lying on the kachha road at a distance of one feet from the road. The left side rear wheel is on the edge of kachha road.

13. On the perusal of the Panchanama, the learned Member noticed the position of the vehicles after the accident. In paragraph 12 of the impugned judgment, the learned Member observed thus:

12 He further described regarding the lorry No. CNE-3569 which was standing facing towards north. Its front and rear side tyre are lying on tar road on the eastern side at a distance of about 3 feet from western side edge of the tar road. Near the right side front tyre mudguard of the truck was crushed in side and found that there was fresh braised marks which was on the height of about 4 feet from the ground. After visiting the spot and giving the full description of the spot the Investigating Officer has mentioned that the scene of occurrence is situated on tar road of 22 feet width. It has 7 feet in width on left western side kachha road and 5 feet in width on eastern side kachha road. At a distance of 8 feet from the spot there was R.T.O. Office and northern side at a distance of 20 feet, on the edge of both sides a tar road. There was one bridge where letter was written by cement as 106/2 on east side at a distance of 200 feet there was

building of R.T.O. On the south at about 60 feet there was R.T.O. office. On the east there was forest plantation. So after perusal of the aforesaid Panchnama it is crystal clear that the auto rickshaw was proceeding with passenger on its right side in normal speed and all of sudden lorry bearing No. CNE-3569 came in high speed from opposite direction and though the auto rickshaw had been seen by the driver of the lorry even he could not control the speed all of sudden and lost the control over the lorry. So lorry has went towards the head of the auto rickshaw by leaving the middle road at a distance of 2 feet and gave violent dash to the head of the auto rickshaw and so the left wheel of the auto rickshaw extremely went on the kachha road. It shows that the accident took place due to rashness and negligence on the part of the driver of offending vehicle No. CNE-3569.

(Underlined added)

14. This finding will have to be appreciated in the light of the fact that the widow of deceased Pramod stated in her cross-examination that the truck came on its wrong side. She deposed that at that time, the truck was being driven in a very high speed. From deposition it is clear that the auto rickshaw was being driven on its correct side at the time of impact. On the other hand, no attempt has been made by the appellant-insurer to examine the driver or cleaner of the offending truck insured with it. In fact, an adverse inference ought to have been drawn against the appellant for not examining the driver of the truck. There is a passing observation made by the learned Member that as the truck is a larger and heavier vehicle than the auto rickshaw, the driver of the truck owes more duty and responsibility to take proper care and caution. Even if we ignore this observation, for the reasons which we have set out, no fault can be found with the apportionment of liability between the two insurance companies made by the Tribunal. We must also note that both the insurance companies are the Government of India Undertakings and therefore, we fail to understand the relevance of this dispute between the two companies on the apportionment.

15. Now we turn to the other issue of the quantum of compensation in First Appeal No. 1630 of 2012 which arises in the claim application No. 755 of 1999 filed by the widow, two minor daughters, mother and unmarried sister of deceased Pramod. As far as the income is concerned, the claimants examined Mr. Venugopal, an Officer of the Shipping Corporation of India whose designation was Deputy General Manager. The deceased Pramod was an employee of the Shipping Corporation of India. He has produced in evidence a letter dated 25th May, 2011 recording the service details and bio data of the deceased Pramod which is marked as Exhibit 22. The said letter discloses that the date of birth of the deceased was 18th September, 1962 and he joined the employment of the Shipping Corporation of India (for short SCI) on 27th October, 1986. The deceased was in the regular employment of SCI. The witness Mr. Venugopal stated that the age of retirement of employees of SCI is 60 years. The certificate issued by the SCI at Exh. 21 was produced in evidence by Mr. Venugopal. It records that at the time of the death of the deceased, his salary was Rs.

17,692.67. It is stated that the salary of the employees of the SCI was revised with retrospective effect from 1st January, 1997. He stated that as per the revision, on the date of accident, his salary would have been approximately Rs. 29,000/-. There is no cross-examination of the said witness made on the correctness of the contents of the certificate at Exhibit-21. Therefore, on the date of the death, the salary of the deceased can be safely taken at Rs. 29,000/-. The deceased was employed on 27th October, 1986 as a Telex. Operator and on the date of death, he was holding the post of Junior Officer. The age of retirement as stated above was 60 years. Thus, the deceased was in the permanent employment of SCI. The date of birth of the deceased was 18th September, 1962. Thus, on the date of accident, his age was just less than 36 years. Therefore, as held by the Apex Court in the case of Smt. Sarla Verma and Others Vs. Delhi Transport Corporation and Another, , for the purpose of computing multiplicand, 50% of the actual salary on the date of death will have to be added in the income towards future prospects of the increase in the earnings. There was no reason for the learned Member to add only 10% on account of increase in the earnings in future. Therefore, his income for the purpose of calculating the multiplicand will have to be taken at Rs. 43,500/- (Rs. 29,000.00 + Rs. 14,500.00). 30% of the said amount will have to be deducted on account of the income tax. Thus, the monthly income can be taken at Rs. 30,450/-.

16. The claim petition was filed by the widow, two minor daughters, the mother and unmarried sister of the deceased. There is no cross-examination made of the widow on the dependency of the mother and the sister of the deceased. Therefore, we can proceed on the footing that the widow, two minor daughters, mother and sister of the deceased were dependents and therefore, as held in the case of Smt. Sarla Verma and Others Vs. Delhi Transport Corporation and Another, , 7th deduction will have to be made on account of personal expenditure of the deceased. Hence, a sum of Rs. 7612.50/- being 14th of Rs. 30,450/- will have to be deducted from Rs. 30,450/-. Hence, the monthly dependency will be Rs. 22,837.50.

17. The other question is as to what should be the multiplier. In paragraph 42 of the decision of the Apex Court in the case of Smt. Sarla Verma and Others Vs. Delhi Transport Corporation and Another, for the age group of 26 to 30 years, the multiplier prescribed is 17 and for the age group of 31 to 35 years the multiplier is 16. For the age group of 36 to 40 years, the multiplier prescribed is 15. On the date of accident, the deceased had not completed 36 years of age and therefore, he will not fall in the age group of 36 to 40 years and will have to be placed in the age group of 31 to 35 years. Therefore, the multiplier of 16 has been rightly applied by the learned Member of the Tribunal. Accordingly, the total amount payable to the claimants will be Rs. 43,84,800.00 (Rs. 22,837.50 x 12 x 16). Usual amount of Rs. 50,000/- will have to be added towards loss of consortium, funeral expenses etc. Hence, the compensation payable will be Rs. 44,34,800/- which can be rounded off to Rs. 44,35,000/-.

18. Now the other issue is regarding the insurance amount of Rs. 14,00,000/- admittedly received by the legal representatives of the deceased Pramod. In the cross-examination of Mr. Venugopal, it is brought on record that a sum of Rs. 14,00,000/- is received by the legal representatives of the deceased Pramod. On this aspect, it will be necessary to note precisely what the witness Mr. Venugopal stated in his cross-examination. He has stated thus:

There is a insurance scheme for the employees merely for the accident. Said coverage 100 times the salary. Premium of said insurance scheme is paid by the Corporate and it is not recovered from the employees. The legal heirs of the deceased have received approximately Rs. 14,00,000/- to death of the deceased, purely on account of his death in accident under Group Insurance Scheme. Company issue Form No. 16 of the income tax. It is not true that salary certificate on record is grossly inflated. It is not true that it is insurance to say that the deceased would have got revised pay.

(Underline added)

19. Thus, the deceased Pramod was the beneficiary of the insurance scheme of SCI for its employees. The premium was paid by SCI which was not recovered from him. Mr. Venugopal stated that the amount of Rs. 14,00,000/- has been received against the said insurance claim purely on account of death of Pramod in the accident. On this aspect, it will be necessary to make a reference to the decision of the Apex Court in the case of Helen Rebello and others (supra). In paragraph 34 of its decision in the case of Mrs. Helen C. Rebello and Others Vs. Maharashtra State Road Transport Corpn. and Another, , the Apex Court observed thus:

34..... Thus, the application of 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 movable 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 meager 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 accidental death and not other form of

death. The constitution of the Motor Accidents 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....

20. In paragraph 35, the Apex Court proceeded to observe thus:

35 Thus, it would not include that which claimant receives on account of other forms of death, 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 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 (sic) out of such insurance on the happening of such incidence 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 (sic and) in the course of employment of an employee.

(Underline added)

21. Thus, in the case of an ordinary life insurance, if on account of death of person in a motor accident, the legal representatives receive the amount under the policy, the same cannot be excluded as such benefit has no correlation to the accidental death. The said amount would have come to the legal representatives even in the case of natural death. But if the employee is insured by his employer against injury or death arising out of an accident, any amount received under such policy on accidental death would be liable for deduction from compensation. This law laid down in the case of Helen Rebello has not been disturbed by the Apex Court in the subsequent decision in the case of Sunil Sharma and Others Vs. Bachitar Singh and Others, .

22. In the facts of the case, in the cross-examination of Mr. Venugopal what is brought on record is that there is a group insurance scheme for the employees of the SCI. The entire premium is paid by SCI which was not recovered from its employees. In the said scheme, a sum of Rs. 14,00,000/- was received by the legal representatives of the deceased Pramod. Mr. Venugopal in the cross-examination stated that the legal representatives of the deceased received the said amount "Purely on account of his death in accident under the Group Insurance Scheme". Surprisingly, there was no re-examination of the witness made by the Advocate for the claimants for obtaining a clarification whether the insurance was an accident insurance or general insurance. Even the policy of insurance is not placed on record by the claimants. The statement of Mr. Venugopal is that the amount was received purely on account of death of the deceased in accident which may suggest that the policy was an accident policy.

In view of this statement, the burden was on the claimants to prove the contents of the policy. However, the claimants did not produce the policy. Hence, the contention of the Appellant that the sum of Rs. 14,00,000/- was the pecuniary advantage received by the legal representatives of the deceased on account of accident will have to be accepted. In the circumstances, a sum of Rs. 14,00,000/- will have to be deducted from the compensation payable to the deceased. Thus, from the aforesaid amount of Rs. 44,35,000/-, a sum of Rs. 14,00,000/- will have to be deducted. Thus, the total compensation payable will be Rs. 30,35,000/-. Though, the cross objection is preferred by the first to third claimants, the benefit of enhancement will be available to the other claimants as well.

23. We must note here that in the other appeals, there is no serious challenge to the quantum of compensation and the real challenge is to the apportionment of liability between the two insurance companies. In the claim for compensation filed by Ms. Meena Jadhav, Dr. Naresh Khanna, an Orthopaedic Surgeon has duly proved the disability certificate at Exh. 22. He assessed the permanent partial disability at 44%. She required hospitalization in Nanavati Hospital, Bombay. An implant was inserted which was required to be removed after about two years. The details of compensation granted to the said claimant read thus:

24. As far as widow of deceased Pramod is concerned, in claim petition No. 756 of 1989, she has been granted compensation of Rs. 1,85,680/-. Some argument was canvassed as regards the payment of flying allowance and difference in pay. The widow of deceased Pramod was at the relevant time Chief Air Hostess in Air India. On the basis of the documentary evidence at Exhibits 26 and 27, the Tribunal came to the conclusion that she had to take sick leave for 84 days on medical ground. For a period of 84 days, she was deprived of flying allowance which is paid only to the Air Hostess on duty. The said flying allowance was Rs. 10,000/- per month. She had to take sick leave for 84 days as she was recovering from injuries. On the basis of the certificate at Exhibit-28, a finding was recorded that though her salary was Rs. 46,000/- p.m. during the period of sick leave she received salary of Rs. 17,853/- per month. The details of the compensation awarded to her is as under:

25. It is not possible to find fault with the quantum of compensation.

26. The remaining claim is by Prachi, a minor daughter of Pramod by way of claim application No. 757 of 1999. Dr. Pandit, an Orthopaedic Surgeon proved the disability certificate and assessed 30% partial permanent disability. The total amount of compensation was granted at Rs. 65,000/- the bifurcation of which is as under:

27. The compensation amount is reasonable which calls for no interference.

28. Thus, the appeal Nos. 573 of 2013, 700 of 2013, 1369 of 2012 must fail and First Appeal No. 1630 of 2012 and Cross Objection Stamp No. 26951 of 2013 must partly succeed. Hence, we pass the following order:

- (I) The compensation payable in Claim Application No. 755 of 1999 shall be Rs. 30,35,000/- (Inclusive of no fault liability);
- (II) The amount will carry interest at the rate of 7.5% per annum from the date of application till the realization of the amount;
- (III) The original claimants will be entitled to proportionate costs of the claim petition as well as cross objection. There will be no order as to costs in First Appeal No. 1360 of 2012.
- (IV) The balance compensation amount shall be deposited with the Tribunal within ten weeks from today. Thereafter, the Tribunal shall pass an order of investment/disbursement after hearing the Claimants;
- (V) First Appeal No. 1630 of 2012 and Cross Objection Stamp No. 29695 of 2012 are partly allowed on above terms. First Appeal Nos. 573 of 2013, 700 of 2013 and 1369 of 2012 are hereby dismissed with no order as to costs.
- (VI) Pending Civil Applications are disposed of.