(2015) 07 P&H CK 0202

In the Punjab And Haryana At Chandigarh

Case No : FAO No. 672 of 2014 (OandM) and FAO-9199-2014

Oriental Insurance Company Limited and Others — APPELLANT

Vs

Surjit Kaur and Others — RESPONDENT

Date of Decision : 08-07-2015

Acts Referred:

Motor Vehicles Act, 1988 — Section 14, 15, 166, 2(10)
Penal Code, 1860 (IPC) — Section 149(2)(a)(ii), 279, 304-A

Citation : (2015) 07 P&H CK 0202

Hon'ble Judges : Naresh Kumar Sanghi, J.

Bench : Single Bench

Advocate : Ashwani Talwar, Advocate, for the Appellant; Sham Lal Bhalla, Advocate, for the Respondent

Final Decision : Partly Allowed

Judgement

Naresh Kumar Sanghi, J.—This judgment shall dispose of FAO No. 672 of 2014 (Oriental Insurance Company Limited v. Surjit Kaur and others) and FAO No. 9199 of 2014 (Surjit Kaur and others v. Krishan Kumar and others), since both the appeals are arising out of one and the same award, dated 2.3.2013, passed by learned Motor Accidents Claims Tribunal, Patiala (for brevity, ''the Tribunal'').

2. FAO No. 672 of 2014 has been filed by the Oriental Insurance Company Limited, insurer of Truck No. PB-11-P-7227 (here-in-after referred to as ''the offending vehicle'') with a prayer to absolve it from the liability fastened upon it by learned Tribunal and to reduce the amount of compensation & rate of interest from 7% to 6%. In the alternative, prayer has been made to grant the appellant/ insurance company a right to recover the amount of compensation from the owner and driver of the offending vehicle.

3. FAO No. 9199 of 2014 has been filed by the claimants for enhancement of the award.

4. Initiating the arguments, Mr. Ashwani Talwar, learned counsel for the appellant/

insurance company, submitted that on the fateful day, i.e. 2.3.2010, Krishan Kumar, driver of the offending vehicle was not holding a valid and effective driving licence to drive a heavy transport vehicle. To elaborate his argument, he submits that Krishan Kumar was holding two driving licences, which was contrary to the Motor Vehicles Act and the Rules framed thereunder and, as such, it can be presumed that he (Krishan Kumar) was not holding a valid driving licence on the date of accident. He further points out that the accident had taken place on 2.3.2010 while the driving licence of Krishan Kumar was renewed on 3.5.2010 and, as such, he was not holding a valid driving licence on the fateful day.

5. The second limb of the argument of learned counsel for the appellant/ insurance company is that Malkiat Singh (since deceased) was a bachelor and in view of the judgment delivered by Hon''ble the Supreme Court in the matter of Shakti Devi Vs. New India Insurance Co. Ltd. and Another, , instead of 1/3rd income as deducted by the learned Tribunal, 50% income should have been deducted from the personal expenses of Malkiat Singh (since deceased).

6. On the other hand, Mr. Anupam Singla, learned counsel for owner of the offending vehicle, namely, M/s. Lakshmi Rice and General Mills, Fatehpur Road, Hiragarh, District Patiala, submits that merely retaining two driving licences at a time by the driver of the offending vehicle shall not be a ground to exonerate the insurance company of the offending vehicle to satisfy the award. He also submits that the onus to prove that Krishan Kumar, driver of the offending vehicle was not holding a valid and effective driving licence and that he was disqualified from holding a driving licence, has not been substantiated by the insurance company. He has referred to Issue No. 3, which reads as under:--

"3. Whether respondent No. 1 was not holding a valid and effective driving licence at the time of the alleged accident, if so, its effect? OPR 3"

7. He has also referred to the deposition of Harwinder Singh (RW-3), a Clerk from the office of District Transport Officer, Patiala, to substantiate the fact that Krishan Kumar was granted licence to drive heavy motor vehicle w.e.f. 18.5.1990 and the same was effective till 14.7.2014. He has also read out document mark ''RA'' wherein the said fact is scribed by the office of District Transport Officer, Patiala.

8. He further submits that at the time of employing Krishan Kumar as driver, the owner of the offending vehicle had taken his driving test and it was found that he (Krishan Kumar) was an efficient driver. The driving licence of Krishan Kumar was also checked by the owner of the offending vehicle and from its bare perusal it was apparent that he (Krishan Kumar) was holding a valid driving licence.

9. He further submits that Malkiat Singh (since deceased) was 28 years old and was an agriculturist. His marriage was solemnized, but due to certain reasons his wife was not residing with him. On the basis of the material available on record, he further submits that the parents and younger sister were fully dependent upon Malkiat Singh (since deceased), who was earning about Rs. 6,000/-

(Rupees six thousand only) per month.

10. In support of his contentions, learned counsel representing the owner of the offending vehicle has placed reliance on Munna Lal Jain and another v. Vipin Kumar Sharma and others, JT 2015 (5) 1 (SC) ; United India Insurance Company Ltd. Vs. Lehru and Others, ; Lal Chand Vs. Oriental Insurance Co. Ltd., ; ICICI Lombard General Insurance Company Limited v. Smt. Beena Devi and others, 2015 (108) ALR 44 (Allahabad, D.B.) ; United India Insurance Company Limited Vs. Raj Rani and Others, ; National Insurance Company Limited v. Gulam Mohmad and others, 2013 (2) PLR 635 (P&H) ; Oriental Insurance Co. Ltd. Vs. Indirani and Others, ; Oriental Insurance Co. Ltd. Vs. Paulose, ; and National Insurance Company Limited Vs. Om Parkash and Others, .

11. Mr. Sham Lal Bhalla, learned counsel for appellant/claimants in FAO No. 9199 of 2014, submits that from the deposition of the claimants it has very well been proved that Malkiat Singh (since deceased) was an agriculturist and earning much more than Rs. 6,000/- (Rupees six thousand only) per month. However, learned Tribunal has failed to add the future prospects to the tune of 50% of his monthly income while calculating the compensation.

12. He also submits that learned Tribunal has failed to award appropriate amount under the head ''love and affection'' to the parents of Malkiat Singh (since deceased). He also submits that a meagre amount of Rs. 10,000/- (Rupees ten thousand only) has been awarded for funeral expenses against the settled norm of Rs. 25,000/- (Rupees twenty-five thousand only). He also urged that the interest @ 7% per annum, awarded by learned Tribunal is also on the lower side and it should have been @ 9% per annum.

13. In support of his contentions, he has placed reliance on the judgments of Hon''ble the Supreme Court delivered in the cases of Munna Lal Jain (supra); Kanhsingh and another v. Tukaram and others, 2015 (1) R.C.R. (Civil) 613 (SC) ; Asha Verman and others v. Maharaj Singh and others (Civil Appeal Nos. 3211-3212 of 2015, decided on 27.3.2015); Smt. Sarla Verma and Others Vs. Delhi Transport Corporation and Another, ; Rajesh and Others Vs. Rajbir Singh and Others, ; Neeta Vs. The Div. Manager, MSRTC ; and Jitendra Khimshankar Trivedi and Others Vs. Kasam Daud Kumbhar and Others .

14. I have heard learned counsel for the parties and with their able assistance perused the photostat copy of the lower Court record received from learned Tribunal.

15. Since the factum of the accident has not been disputed by either party, therefore, this Court does not deem it necessary to elaborate the said issue to unnecessarily increase the pages of this order. Suffice it to state that on 2.3.2010, Malkiat Singh (since deceased) while sitting on a tractor-trolly, bearing Registration No. PB-11-L-6345, being driven by Jasdev Singh (PW-2), was coming back to his village after performing Kar Seva at Anandpur Sahib on the eve of Holla Mohalla. When the said tractor-trolly reached near Jorian Sarkan

near Dhillon Fun World, in the meantime, the offending vehicle arrived there, being driven by Krishan Kumar, in a rash or negligent manner and struck against the tractor-trolly. As a result of the impact, Malkiat Singh fell down on the road and received fatal injuries on his person. He was carried to Rajindera Hospital, Patiala, where he succumbed to the injuries received in the accident. The matter was reported to the police vide FIR No. 122, dated 2.3.2010, for the offences punishable under Sections 279 and 304-A , IPC, Police Station, Sadar, Patiala.

16. The parents and younger sister of Malkiat Singh (since deceased) claimed Rs. 30,00,000/- (Rupees thirty lacs only) alongwith interest @ 9% per annum from the date of filing of the claim petition till realization.

17. Initially, Krishan Kumar, driver of the offending vehicle, appeared before learned Tribunal, but later on for want of his appearance, he was proceeded against ex parte. The driver and owner of the offending vehicle denied the factum of the accident. They prayed for dismissal of the claim petition.

18. The appellant-insurance company in FAO No. 672 of 2014, questioned maintainability of the claim petition in the form it was filed and various other preliminary objections were also raised. On merits, the factum of the accident in question was denied.

19. On the pleadings of the parties, learned Tribunal framed the following issues:--

"1. Whether Malkiat Singh son of Satnam Singh, resident of Village Gharam, Tehsil and District Patiala, died in an accident caused by respondent No. 1 while driving Truck No. PB-11P-6227 rashly and negligently on 2.3.2010, as alleged? OPP

2. Whether the claimants are entitled to compensation, if so to what amount and from whom? OPP

3. Whether respondent No. 1 was not holding a valid and effective driving licence at the time of the alleged accident, if so, its effect? OPR

4. Relief."

20. In order to substantiate their case, the claimant Satnam Singh (father of Malkiat Singh) stepped into the witness box as PW-1 and tendered his affidavit (EX. PW1/A) to be read in evidence. He was cross-examined by the owner and the insurance company of the offending vehicle, but nothing material affecting the claim of the claimants could be brought on record. Jasdev Singh, driver of the tractor-trolly (victim vehicle) was examined as PW-2. He also tendered his affidavit (Ex. PW2/A) to be read in evidence. He also produced photocopy of the FIR (Ex. A1). The claimants also relied upon the postmortem report (Ex. A2), copies of the jamabandies (Exs. A3 and A4), and copies of Forms ''J'' (Marks A5 to A14).

21. Ved Parkash Mittal (RW-1) appeared on behalf of owner of the offending

vehicle and tendered into evidence his duly sworn affidavit (Ex. RW1/A). He also produced the power of attorney (Ex. R-1), copy of the registration certificate (Ex. R2), copy of the insurance cover note of the offending vehicle (Ex. R3), copy of the driving licence of Krishan Kumar (Ex. R4), copy of the fitness certificate (Ex. R5), copy of the route permit (Ex. R6), copy of the report (Mark RA) by the District Transport Officer, and photocopy of the renewed licence (Mark RB).

22. The appellant-insurance company examined Harjit Singh (RW-2) and Harwinder Singh (RW-3), Clerks from the office of the District Transport Officer, Patiala.

23. While deciding Issue No. 1 in favour of the claimants, learned Tribunal held that the accident had occurred on account of rash or negligent driving on the part of Krishan Kumar, driver of the offending vehicle, in which Malkiat Singh had lost his life.

24. While deciding Issue Nos. 2 and 3, learned Tribunal did not attach much importance to the case put up by the claimants stating that Malkiat Singh (since deceased) was earning Rs. 20,000/- (Rupees twenty thousand only) per month by performing agricultural work and dairy farming. On the basis of the material placed on record, it was inferred by learned Tribunal that Malkiat Singh (since deceased) was an un-skilled labourer and was earning Rs. 200/- (Rupees two hundred only) per day. 1/3rd was deducted for the personal expenses of Malkiat Singh (since deceased) and it was held that he (Malkiat Singh) was spending about Rs. 4,000/- (Rupees four thousand only) per month on the claimants. The annual dependency of Rs. 48,000/- (Rupees forty-eight thousand only) was multiplied by 17 and it was concluded that the claimants were entitled to Rs. 8,16,000/- (Rupees eight lacs and sixteen thousand only) besides Rs. 10,000/- (Rupees ten thousand only) as funeral expenses. A total sum of Rs. 8,26,000/- (Rupees eight lacs and twenty-six thousand only) alongwith interest @ 7% per annum was awarded to the claimants.

25. In the matter of Munna Lal Jain (supra), a 3-Judge bench of Hon''ble the Supreme Court while placing reliance on its earlier judgments in the cases of Rajbir Singh (supra), Reshma Kumari and Others Vs. Madan Mohan and Another, , Santosh Devi Vs. National Insurance Company Ltd. and Others, , and Sarla Verma (supra), approved the principle of adding of the income of the deceased under the head of ''future prospects'', as per the age of the deceased. Hon''ble Full Bench also held that where the deceased was unmarried and the claimants were parents only, in that scenario 50% income of the deceased should be deducted for his personal expenses.

26. In the matter of Lehru''s case (supra), Hon''ble the Supreme Court held as under:--

"20. When an owner is hiring a driver he will therefore have to check whether the driver has a driving licence. If the driver produces a driving licence which on the face of its looks genuine, the owner is not expected to find out whether the licence has in fact been issued by a competent authority or not. The owner would then take the test of the driver. If he finds that the driver is competent to drive the vehicle, he will hire the driver. We find it rather strange that Insurance companies expect owners to make enquiries with RTO''s, which are spread all over the country, whether the driving licence shown to them is valid or not. Thus where the owner has satisfied himself that the driver has a licence and is driving competently there would be no breach of section 149(2) (a)(ii) . The Insurance Company would not then be absolved of liability If it ultimately turns out that the licence was fake the Insurance Company would continue to remain liable unless they prove that the owner/insured was aware or had noticed that the licence was fake and still permitted that person to drive. More importantly even in such a case the Insurance Company would remain liable to the innocent third party, but it may be able to recover from the insured. This is the law which had been laid down in Skandia Insurance Co. Ltd. Vs. Kokilaben Chandravadan and Others, , Sohan Lal Passi Vs. P. Sesh Reddy and others, and New India Assurance Co., Shimla Vs. Kamla and Others etc. etc.,] case. We are in full agreement with the views expressed therein and see no reason to take a different view."

27. In the matter of Lal Chand (supra), Hon''ble the Supreme Court held as under:--

"9. In the instant case, the owner has not only seen and examined the driving licence produced by the driver but also took the test of the driving of the driver and found that the driver was competent to drive the vehicle and thereafter appointed him as driver of the vehicle in question. Thus, the owner has satisfied himself that the driver has a licence and is driving competently, there would be no breach of Section 149(2)(a)(ii) and the Insurance Company would not then be absolved of its liability."

28. In the matter of Smt. Beena Devi (supra), a Division Bench of Hon''ble Allahabad High Court held that holding of two driving licences by the driver of the offending vehicle will not affect the claim of the claimants. In case, if the driver of the vehicle possess two driving licences at a time, it may violate the provisions of the Motor Vehicles Act, but has no relevance so far as claim of compensation under Section 166 of the Motor Vehicles Act is concerned.

29. In the matter of Raj Rani (supra), a Division Bench of this Court in para Nos. 8, 9 and 10, held as under:--

"8. The appellant-Insurance Company has assailed this award on two counts. Firstly, the appellant proved by submitting the report of surveyor that the licence Mark R-1 obtained by the driver-respondent was a forged and fabricated document. The driver produced duplicate licence Exhibit R-1, which was wrongly relied on by the learned Claims Tribunal. The Tribunal also erred in holding that this accident took place because of the rash and negligent driving of the said truck. While determining the multiplier, only age of the mother was to be taken into consideration. The deceased was an unmarried young man. After marriage the dependency of the claimants would have been considerably reduced. There was no documentary evidence with regard to the monthly income of the deceased, yet the Tribunal determined the monthly income of the deceased at Rs. 1500/-.

9. Appellant''s learned counsel strongly stressed that the driver produced two driving licences Mark R-1 and Exhibit R-1. According to him, the appellant proved by placing on record the surveyor''s report that driver''s licence Mark R-1 was a forged and fabricated document. While obtaining driving licence Mark R-1 the driver disclosed his name as Sukhwinder Singh but while obtaining licence Exhibit R-1 he gave his name as Sukhbir Singh though the parentage in both the licences is the same. Exhibit R-1 is a duplicate licence. It was originally issued by District Transport Officer, Patiala, and was renewed by that Office from October 6, 1993 to October 5, 1996.

10. In our considered view, the Claims Tribunal has rightly held that the Insurance company has failed to prove that driving licence Exhibit R-1 was a forged or fabricated document. It was duly issued and renewed by the District Transport Officer, Patiala, till October 5, 1996, covering the period of accident. The Insurance Company got verified licence Mark R-1 through its surveyor. Hence the Tribunal rightly held that on the date of accident the driver was having a valid driving licence."

30. In the matter of Gulam Mohmad (supra), a Coordinate Bench of this Court held that the burden is always on the insurance company to establish what it states that there had been a breach of violation of terms of policy by employing a driver who had not been duly licensed. When there yet another licence brought on record and exhibited then the insurance company must have taken upon itself burden to show that details as found in second licence were not as per original record. The liability cast on the insurance company cannot be doubted without proving by the insurance company that the driver was not duly licenced.

31. In the matter of Indirani (supra), a Division Bench of Hon''ble Madras High Court, on account of the facts that the accident had occurred on 28.9.1992, and the driving licence of the driver of the offending vehicle had expired on 26.6.1992 and the same was renewed only on 26.10.1992 and that in between two dates, the accident had occurred, held as under:--

"7. We have no doubt that the burden is on the insurance company to prove that the driver of the vehicle is disqualified from holding or obtaining a licence. Admittedly, on the facts of the case, it is seen that the driver had renewed the licence on 26.10.1992. That itself shows that he was not disqualified. If in respect of the licence, the insurance company contends that the driver was disqualified from obtaining licence, it should have led in sufficient evidence in that regard. That burden has not been discharged by the insurance company in this case.

8. In the circumstances of the case, the conclusion arrived at by the Tribunal that

the insurance company is liable to pay compensation and the exclusion clause cannot save it is correct. The appeal is dismissed. No costs."

32. In the matter of Paulose (supra), a Full Bench of Hon''ble Kerala High Court, on the facts that the accident occurred on 23.5.1997, the licence of the person driving the offending vehicle had expired on 30.11.1996 and the same was got renewed at a later stage on 18.6.1997, held as under:--

"12. The definition of the licence as contained in Section 2(10) does not stipulate any period of validity Once a licence is issued to one, it shall be regarded that it has been duly issued. The period of effectiveness of a licence is mentioned in Section 14 and on its expiry, it can be renewed as provided in Section 15 . That means the licence, in spite of the expiry of its validity period, continues to exist, unless it has been shown that the licensee had been disqualified to hold one. In such circumstances, it shall have to be regarded that he continues to be duly licenced."

33. A Single Bench of this Court in the matter of Om Parkash (supra), on the basis of the facts that the driving licence was issued on 27.5.1986 and the same was valid up to 26.5.1989; the licence was further renewed on 27.4.1989 for a period of three years till 26.5.1992 and thereafter further renewed on 31.1.1994 till 30.1.1997; the accident had taken place on 3.11.1993; during the period from 26.5.1992 to 31.1.1994, when the driving licence was not in force, it was held as under:--

"10-11. If ratio of the above-said observations is applied in the present case, it can be safely said that case of the driver of the offending vehicle is covered under proviso to clause (b). The driver of the vehicle was not disqualified from holding or obtaining a driving licence. The driver will fall under the proviso that the person holds or had held and has not been disqualified from holding an driving licence. Therefore, I am in agreement with the observations made by a Division Bench of Gujarat High Court in Chanchalben''s [Chanchalben and others v. Shailesh Kumar Pandurao Thakore and others, 1974 ACJ 393] case (supra) . This view was further reiterated by a Division Bench of Madras High Court in Srinivasa Roadways Vs. Saroja and Others, . It was held by the Madras High Court that in case the policy positively undertakes to cover the liability in respect of an accident caused by a person who was not having an effective licence at the time of accident, has not been disqualified to hold a licence, the Company cannot escape from the liability This view was further reiterated by a subsequent judgment of Madras High Court in Oriental Insurance Co. Ltd. Vs. Indirani and Others, ., wherein it was held as under:--

"7. We have no doubt that the burden is on the insurance company to prove that the driver of the vehicle is disqualified from holding or obtaining a licence. Admittedly, on the facts of the case, it is seen that the driver had renewed the driving licence on 26.10.1992. That itself shows that he was not disqualified. If in respect of the licence, the insurance company contends that the driver was disqualified from obtaining licence, it should have let in sufficient evidence in that regard. That burden has not been discharged by the insurance company in this case.""

34. After scanning the factual and legal aspects discussed herein above, this Court finds that on the date of accident, i.e. 2.3.2010, Krishan Kumar, driver of the offending vehicle, was holding a valid driving licence. On the basis of the fact that he was holding two driving licences at a time, would not dis-entitle the claimants to plead that the awarded amount be directed to be paid by the insurance company of the offending vehicle. Learned Tribunal has accorded cogent reasons in this regard and this Court affirms the finding that insurance company of the offending vehicle is liable to satisfy the award.

35. The second reason for holding that the driver of the offending vehicle was an efficient driver, the owner of the offending vehicle had taken his test before employing him as a driver. The affidavit (Ex. RW1/A) tendered by Ved Parkash Mittal (RW-1), clearly spell out the said fact. The appellant insurance company has not challenged the said averment, made in the affidavit by RW-1, therefore, the said averment in the affidavit remains un-challenged. In view of the above averment in the affidavit, it is abundantly clear that Krishan Kumar, driver of the offending vehicle, was an efficient driver and he was not disqualified from driving heavy vehicles/transport vehicles. Therefore, the argument raised by learned counsel for the appellant insurance company in this regard cannot be accepted.

36. There appears to be substance in the argument of learned counsel for the appellant insurance company when he submitted that the claimants in the present appeal are parents and younger sister of Malkiat Singh (since deceased) and taking into consideration the dependency of the claimants, learned Tribunal should have deducted 50% of the monthly income of Malkiat Singh (since deceased) for his personal expenses. Reference in this regard can be made to Munna Lal Jain''s case (supra), where 3-Judge Bench of Hon''ble the Supreme Court held that if the deceased was a bachelor and the claimants were parents, in that eventuality 50% of the income of the deceased should be deducted for his personal expenses. In the case in hand, though it was alleged during arguments that Malkiat Singh (since deceased) was not a bachelor, but his wife was not residing with him and, as such, was not dependent on him. The claim petition has been filed by the parents and the minor younger sister of Malkiat Singh (since deceased). Therefore, this Court is of the considered opinion that the claimants were entitled to the compensation to be calculated on the basis of 50% monthly income of Malkiat Singh (since deceased). Learned Tribunal has held that Malkiat Singh was an un-skilled labourer and earning Rs. 200/- (Rupees two hundred only) per day and, as such, taking the said fact as correct, the monthly income of Malkiat Singh is taken as Rs. 6,000/- (Rupees six thousand only). Taking into consideration the ratio of the latest judgment in the matter of Munna Lal Jain (supra), 50% monthly income has to be added as future prospects and if the same is added then the monthly income would arrive at Rs. 9,000/- (Rupees

nine thousand only)[Rs. 6,000/- + Rs. 3,000/- = Rs. 9,000/-]. Taking into consideration the ratio of the said case, 50% monthly income has to be deducted for personal expenses. Therefore, the dependency of the claimants would come to Rs. 4,500/- (Rupees four thousand and five hundred only) per month and if the same is multiplied by 12, then the annual dependency would arrive at Rs. 54,000/- (Rupees fifty-four thousand only). Learned Tribunal while taking into consideration the fact that Malkiat Singh was 28 years of age at the time of his death and, as such, rightly applied the multiplier of 17. This Court also adopts the said multiplier and after multiplying by 17, the figure would arrive at Rs. 9,18,000/-(Rupees nine lacs and eighteen thousand only). It was argued by learned counsel for the appellant/claimants in FAO No. 9199 of 2014 that the parents are entitled to adequate amount for love and affection. This Court is in full agreement in his submission. Therefore, father and mother of Malkiat Singh (since deceased) are awarded Rs. 2,00,000/- (Rupees two lacs only) in equal shares under the said head. Learned Tribunal has awarded Rs. 10,000/-(Rupees ten thousand only) for funeral expenses. The said amount is on lower side. This Court deems it fit to enhance it to Rs. 25,000/-(Rupees twenty-five thousand only). The total amount arrives at Rs. 11,43,000/- (Rupees eleven lacs and forty-three thousand only).

37. Hon''ble the Supreme Court in the matters of Neeta (supra) and Jitendra Khim Shankar Trivedi (supra) has awarded interest @ 9% per annum from the date of presentation of claim petition and till the time full and final payment is made. Following the same analogy, this Court also awards the interest @ 9% per annum from the date of filing of the claim petition till realization.

CONCLUSION

38. As a sequel to the above discussion, FAO Nos. 672 of 2014 and 9199 of 2014 are partly allowed. The impugned award dated 2.11.2013, passed by learned Motor Accidents Claims Tribunal, Patiala, is modified in the manner enumerated in the preceding paras of this judgment. Resultantly, the appellant/claimants shall be entitled to Rs. 11,43,000/- (Rupees eleven lacs and forty-three thousand only) along with interest at the rate of 9% per annum from the date of filing of the claim petition till full and final payment. The amount already paid to the claimants shall be deducted from the enhanced amount of compensation. The amount awarded by this Court shall be disbursed to the claimants as per the order passed by learned Motor Accidents Claims Tribunal, Patiala.

39. A copy of this judgment be placed on the file of FAO No. 9199 of 2014.

