

(2003) 12 KL CK 0005

In the High Court Of Kerala

Case No : M.F.A. No's. 632 and 665 etc. of 1997

Parukutty

APPELLANT

Vs

K.S.R.T.C.

RESPONDENT

Date of Decision : 09-12-2003

Acts Referred:

Motor Vehicles Act, 1988 — Section 147, 149, 149(2)

Citation : (2004) 2 ACC 134 : (2004) ACJ 1858 : (2004) 2 ILR (Ker) 516 : (2004) 1 KLT 663

Hon'ble Judges : K. Thankappan, J;J.B. Koshy, J

Bench : Division Bench

Advocate : O.P. Nandakumar, V.A. Ajai Kumar and T. Thankam, for the Appellant; P. Sankarankutty Nair, T. Ravikumar, George Thomas Rampuram, Annie M. Lovely Thomas and Bijoy Mathew, for the Respondent

Judgement

J.B. Koshy, J.—All these appeals are filed against the common award passed by the Motor Accidents Claims Tribunal, Ottapalam in O.P.(MV) No. 35 of 1995 and connected cases. As a result of collision between autorickshaw, bearing No. KL.9/1837 and KSRTC bus, bearing No. KLX 4870 on 29.9.1992 at about 9.30 A.M. the driver of the autorickshaw and another passenger died and some of the passengers in the autorickshaw sustained severe injuries. The Tribunal attributed 70% negligence on the autorickshaw driver and 30% on the driver of the KSRTC bus. Dissatisfied with the finding of negligence and quantum of compensation three claimants filed M.F.A. Nos. 632, 665 and 674 of 1997. Since autorickshaw was insured, the Insurance company was directed to pay compensation to the extent of 70% awarded. The insurance company filed appeals in all the cases. We may first consider the contentions raised by the insurance company.

2. The coverage of the autorickshaw involved in the accident by a valid insurance policy issued by them was admitted. The main contentions raised by the insurance company are:

(1) The driver and owner of the autorickshaw were not made parties. In this

case, the driver and owner are one and the same and he died in the accident. But, his legal representatives were not made parties. The insurance company is not liable to pay compensation without the owner, the insured, or his legal representatives in the party array. The question of indemnification of the insured by the insurance company will arise only if insured is a party to the proceedings and liability is cast on the insured.

(2) The autorickshaw was overloaded and hence there is violation of policy conditions. Therefore, it is contended that there is no liability on the insurance company to pay compensation.

(3) The driver of the autorickshaw is not at all negligent. The finding of negligence on the part of the autorickshaw driver to the extent of 70% in any way is not correct.

(4) The amount of compensation awarded is very high in all cases.

3. We will consider these contentions in seriatim. Learned counsel for the insurance company relied on the decision of the Full Bench of the Punjab and Haryana High Court in *Oriental Fire & General Insurance Co. Ltd. v. Bachan Singh and Ors.* 1982 ACJ 211. In that case the insured was fully exonerated from liability. The Court held that when the owner was exonerated from the liability, the liability cannot be cast on the insurance company. After considering the evidence in detail the Full Bench of the Punjab and Haryana High Court held as follows:

"To conclude, the answer to the meaningful question formulated at the very outset is rendered in the negative and it is held that the insurer cannot be held liable u/s 96 of the Act, where the insured himself stands exonerated of any such liability....".

The above decision of the Full Bench was followed by a Single Judge of the Orissa High Court in *The United Insurance Co. Ltd. v. Krutibas Lenka and Ors.* AIR 1996 Ori 82 and another Single Bench of the Punjab and Haryana High Court in *United India Fire & General Insurance Co. Ltd. v. Gurmail Kaur and Ors.* 1987 ACJ 556.

4. There is no dispute regarding the proposition that if there is a finding that owner and driver are not liable to pay compensation and insured is exonerated, no liability can be cast on the insurance company. But, in this case, in fact the owner-cum-driver of the autorickshaw was found to be negligent by 70%. Therefore, liability was cast on the owner-cum-driver on the basis of evidence adduced in this case. Unfortunately, the owner-cum-driver of the autorickshaw died in the accident. It is true that his legal representatives could have been impleaded. The legal representative of the driver-cum-owner of the autorickshaw was also a claimant. After considering the totality of evidence of eye witnesses, the Tribunal found that the accident happened because of 70% negligence on the part of the driver of the autorickshaw and 30% negligence on the part of the driver of KSRTC bus. In this case the insured is not exonerated. However, he was

not made a party as respondent's claim petition was filed by the legal representative of the driver-cum-owner of the autorickshaw also and joint trial was conducted. When there is a clear finding that insured was negligent and insured is liable for 70% negligence, non-impleading of the legal representative of the insured who died in the same accident will not be fatal in the claim made against the insurance company. It is well settled law that in a contract of insurance the privity of contract is between the insurer and the insured only and further it is one of the utmost confidence. As a necessary consequence of the legal position, in a claim for damages for a tortious act against the tortfeasor, the insurer is not a necessary party and he is not liable to the claimant under the general law. This is plainly so because of the absence of any privity of contract between the claimant on one hand and insurer on the other hand. Therefore, under the general law, a judgment against the tort-feasor could not be executed directly against the insurer. Section 96 of the old Act and Section 149 of the new Act makes statutory provision casting liability on the insurance company. The relevant statutory provisions are Sections 147(5) and 149(1) which are as follows:

"147. Requirements of policies and limits of liability.....

(5) Notwithstanding anything contained in any law for the time being in force, an insurer issuing a policy of insurance under this section shall be liable to indemnify the person or classes of persons specified in the policy in respect of any liability which the policy purports to cover in the case of that person or those classes of persons".

"149. Duty of insurers to satisfy judgments and awards against persons insured in respect of third party risks. (1) If, after a certificate of insurance has been issued under Sub-section (3) of Section 147 in favour of the person by whom a policy has been effected, judgment or award in respect of any such liability as is required to be covered by a policy under Clause (b) of Sub-section (1) of Section 147 (being a liability covered by the terms of the policy) or under the provisions of Section 163A is obtained against any person insured by the policy, then, notwithstanding that the insurer may be entitled to avoid or cancel or may have avoided or cancelled the policy, the insurer shall, subject to the provisions of this section, pay to the person entitled to the benefit of the decree any sum not exceeding the sum assured payable thereunder as if he were the judgment debtor, in respect of the liability, together with any amount payable in respect of costs and any sum payable in respect of interest on that sum by virtue of any enactment relating to interest on judgments".

5. In *Minu B. Metha and Anr. v. Balkrishna Ramachandra Nayan and Anr.* 1977 ACJ 118 their Lordships of the Supreme Court whilst advertent to scope of Section 96 of the Act, have observed as follows:

"Section 96 of the Act also makes the position clear. It provides that when a judgment in respect of such a liability as is required to be covered by a policy is

obtained against any person insured by the policy, then the insurer shall pay to the person entitled to the benefit of the decree as if he were a judgment-debtor. The liability is thus limited to the liability as is covered by the policy".

6. In view of the statutory provisions the insurance company can be made liable to pay compensation by the Motor Accidents Claims Tribunal on behalf of the insured. It is true that insurance company is not liable to pay compensation independently of the insured. Only if the insured is liable to pay compensation the insurance company is liable to deposit the amount. In this case the Tribunal found that insured was liable to pay 70% of the compensation and, therefore, the insurance company was directed to deposit the same. In this connection we refer to the judgment of the Supreme Court in *The New India Assurance Co. Ltd. Vs. Smt. Sheela Rani and Others*, . The Supreme Court held that even if the original owner who has taken the insurance policy has transferred the vehicle without proper intimation and the liability to pay compensation is on the transferee, the insurance company is liable to deposit the amount, though the contract of insurance was between the transferor and the insurance company and the transferor has no liability to pay compensation. But it was held that if the insured vehicle is transferred even if there is defect in the intimation regarding transfer, the insurance company's liability will continue as far as claim of third parties are concerned. In this case 70% negligence was fixed on the owner-cum-driver of the insured vehicle and, therefore, insured has a liability to pay. Only that amount was directed to be deposited by the insurance company. It is not a case where the insured is exonerated from any liability. Therefore, we are of the opinion that the Tribunal was right in holding that the insurance company of the autorickshaw is liable to deposit 70% of the compensation awarded as 70% negligence was cast on the driver-cum-owner of the autorickshaw.

7. The second contention is regarding overloading of autorickshaw. In *United India Insurance Co. Ltd. v. Sabeer Ali* 1999 (3) KLT 700 it was held that merely because the vehicle was overloaded it cannot be stated that the vehicle was used for a purpose other than the purpose for which the permit is granted. The purpose for which the autorickshaw was registered was to carry passengers and as a taxi vehicle and mere overloading of the vehicle will not oust the liability of the insurance company as there is no violation of Section 149(2)(c). (See *B.V. Nagaraju Vs. M/s. Oriental Insurance Co. Ltd.*, Divisional Officer, Hassan, .

8. With regard to the third contention regarding extent of negligence, we have to consider the evidence adduced in this case in detail. PW1, PW4, PW5, PW6 and PW12 were examined by the claimants to prove the negligence on the side of the KSRTC bus driver and they are stated to be the eye witnesses. In all claim petitions it is averred that the accident happened due to the sole negligence of the KSRTC bus driver. It is also stated in the petition that autorickshaw driver was driving his vehicle in a controllable speed and he was not negligent. RW1, the KSRTC driver was the sole witness to prove negligence on the part of the atorickshaw driver. All other witnesses deposed that only KSRTC driver was

negligent. Evidence of PW1 would show that the autorickshaw involved in the accident was carrying school students. The autorickshaw engaged for carrying students regularly was under repair on that particular day. PW4 who was also a claimant was the person entrusted to carry students to Ottapalam. He was regularly carrying students in his autorickshaw. His autorickshaw was under repair on that particular day and since it was under repair, he called another vehicle, bearing No. KL9-1837, for carrying students. PW1 in cross examination has stated that usually they reaches the school at about 9.15 a.m., but on that particular date the autorickshaw was little late as the regular autorickshaw was under repair. He also stated that he boarded the autorickshaw at 9.15 a.m. from the starting point. On the way many other children were picked up. His evidence would show that since the regular autorickshaw broke down, another autorickshaw was called for carrying students and it started the destination only at 9.15 a.m., whereas usually it reaches the school at 9.15 a.m. It has come out in evidence that PW4 who was usually carrying students was also in the autorickshaw. Respondents 1 and 2 tried in cross examination to show that PW4 was also sitting along with the driver. The space in the autorickshaw seat was fully covered as twelve students were sitting in the autorickshaw. PW1 denied that suggestion. PW1 has also stated that he has not seen MRL bus before the accident. PW4 is the regular autorickshaw driver and petitioner in O.P.(MV) No. 968 of 1995. He was regularly taking the students of various schools of Ottapalam. Since his autorickshaw was under repair, he engaged another autorickshaw. According to him, he was sitting at the back side of the autorickshaw. He deposed that the accident occurred when the autorickshaw was trying to overtake the MRL bus which was parked in the road side. He further deposed that the autorickshaw involved in the accident had not hit on the MRL bus. According to PW4, the autorickshaw was overtaking MRL bus at the time of accident and for that purpose it was brought to the right side of the road. The autorickshaw driver saw the KSRTC bus coming from the opposite direction. PW5 deposed to the effect that MRL bus was proceeding in front of the autorickshaw and before the accident autorickshaw overtook the MRL bus. But during cross examination she stated that she did not remember whether the accident took place when autorickshaw was overtaking MRL bus. PW6 deposed that MRL bus was in stationary and the autorickshaw being hit by KSRTC bus went back and hit on MRL bus. PW6 also stated that while the autorickshaw was trying to overtake the MRL bus, it collided with KSRTC bus. He also saw KSRTC bus at a long distance while overtaking MRL bus. PW12 is an independent eye witness. All other eye witnesses were passengers in the autorickshaw and claimants. According to PW12, who is stated to be an independent witness who saw the accident, autorickshaw was coming from east to west and the KSRTC bus was proceeding from west to east. He also stated that MRL bus was parked on the southern side of the road at the time of accident and autorickshaw was trying to overtake the said bus. When 3/4th of the length of the MRL bus was covered by the autorickshaw, the KSRTC bus came from the opposite side hit on the autorickshaw. After hit, the autorickshaw was taken back with its side grazing on

MRL bus. He also stated that when he went to the office of the counsel appearing for the appellants in connection with some other matters he disclosed that he saw the accident and he was asked to give evidence.

9. According to RW1, he stopped his vehicle at East Ottapalam bus stop for enabling some passengers to alight, he moved his vehicle forward about 30 metres to east and at that time the accident occurred. He was driving his vehicle through the northern side of the road. MRL bus slowed down. According to him, the autorickshaw which came from behind the MRL bus hit on the right side of the bus and came to the northern side of the road. The autorickshaw heavily hit on the right side front bumper of KSRTC bus. According to RW1, the entire responsibility of the accident was on the autorickshaw driver. During cross examination RW1 stated that he saw MRL bus at about a distance of 100 metres and at that time no vehicle was proceeding in between the KSRTC bus and MRL bus. He also stated that he noticed autorickshaw came behind the MRL bus. The road at the spot was very wide. According to him, he was running his vehicle about 20 kms. speed. When he saw the autorickshaw coming he swerved his vehicle to the maximum left hand side possible. But despite his best efforts he was unable to avoid an accident. Neither the claimants nor the KSRTC bus driver has made any complaint against MRL bus driver. According to RW1, immediately on seeing the autorickshaw he applied brake but the vehicle moved about 2-3 metres forward.

10. Ext.A1 is the copy of FIR. One Haneefa who was not examined before the Tribunal has given a Statement before the Ottapalam Police Station. As per the FI Statement, he was standing in front of a tea shop situated near the public road. He saw MRL bus coming from east to west and the autorickshaw bearing No. KL9-1837 following the said bus. He saw the autorickshaw being deflected to right from back side of MRL bus and then the KSRTC bus came from opposite side. The resultant collision between autorickshaw and KSRTC bus appeared. Haneefa who has given FI statement has accused neither the KSRTC driver nor the autorickshaw driver. It was the first narration regarding the Incident. But FIR would show that the autorickshaw was overtaking a moving MRL bus and not a stationary bus. Ext.A2 is the copy of scene mahazar. It shows that the accident happened on the tar road. The total width of the tar road was about 6.98 metres. The accident spot fixed by the police was 1.87 metres south from the northern tar end. As per Ext. A2 scene mahazar direct vision to both sides was possible for about 150 metres. The distance between the extremity of northern mud margin and the left front wheel of KSRTC bus was 1.88 metres and from northern mud margin to left side back wheel was 1.55 metres. This shows that the KSRTC bus was keeping its side, but it further shows that he could have turned more left and the statement of RW1 that seeing the autorickshaw he served to the extreme left is not correct as there was more than 1.1/2 metres space available between the bus and the northern tarred portion of the road. The scene mahazar shows that tyre mark of autorickshaw shows that the accident occurred when it was on the wrong side. MRL bus was parking 3.46 metres away from the

accident spot. Exts. A1 and A2 documents were produced by the claimants themselves.

11. Despite the averments in the claim petition that the accident happened due to the sole negligence of the KSRTC bus driver, the evidence shows a different picture. The totality of evidence would show that the autorickshaw which was usually taking the students was under repair and, therefore, PW4 called another autorickshaw and he was also travelling in the autorickshaw. Because he had to call another autorickshaw, the autorickshaw was late on that day, as can be seen from the evidence of PW1. In the claim petition nothing was stated above the presence of MRL bus. The totality of evidence as well as Ext.A1 would show that the autorickshaw was running behind MRL bus. Both the vehicles were going in the same direction. Seeing the KSRTC bus coming, MRL bus slowed down. Then the autorickshaw tried to overtake the MRL bus and hit on the KSRTC bus and the back side hit on the MRL bus. Apart from carrying more passengers, the accident happened while the autorickshaw was overtaking MRL bus. If autorickshaw driver was careful, the accident would not have happened. Even though, the scene mahazar would not show the exact way in which the accident occurred, the Tribunal found that the KSRTC bus driver cannot be exonerated as more than 1 1/2 metres space was available between the northern tar end and the bus and that he could have avoided atleast seriousness of the accident by keeping the edge of the northern side. Statement of RW1 disclosed that he swerved the vehicle to the extreme left is not correct. His statement that he was coming at 20 kilometres speed is also not correct as after applying brake, even coming to RW1, his bus moved 2 to 3 metres forward. Since MRL bus slowed down seeing KSRTC bus coming, autorickshaw coming at high speed tried to overtake MRL bus. Noticing this, driver of the KSRTC bus applied brake, but since he was also coming in uncontrollable speed, the accident happened. As rightly pointed out by the Tribunal, the autorickshaw driver was negligent. Therefore, considering the totality of evidence, we are of the opinion that negligence can be cast on the autorickshaw driver and the KSRTC driver equally. In a head on collision like this an arithmetic fixation of negligence is difficult. Both drivers were negligent. Therefore, liability to pay compensation rest with both parties in equal proportion. Hence in all cases except in O.P(MV) No. 215 of 1996 (MFA No. 632 of 1997) appellant is liable to pay 50% compensation as the insured was 50% negligent and KSRTC is liable to pay balance 50% compensation awarded.

12. As far as quantum of compensation is concerned, the Tribunal has calculated the compensation in a very conservative way. PW4 who filed O.P.(MV) No. 968 of 1995 was 25 years old at the time of accident. He had fracture of middle third of radius (Lt), fracture ulnar styloid process (Lt), fracture patella left, fracture nasal bone and with small sutured wounds on face and nose. The doctor certified 30% disability. He claimed Rs. 3,000/- as monthly wages. The Tribunal has taken Rs. 1,500/- as monthly wages. Even though he was aged 25 at the time of accident, multiplier taken was only ten for calculating disability compensation. Considering the compensation awarded in all the cases, we are of the opinion that calculation

made by the Tribunal was in a very conservative manner and no interference is required at the instance of the insurance company, on the amount of compensation calculated.

13. Now we will come to the appellants filed by the claimants. Appeal No 632 of 1997 is filed against the award in O.P.(MV) No. 215 of 1996. The above claim petition was filed by the mother of the deceased autorickshaw driver. At the time of death he was aged 27. The claimant claimed Rs. 3,000/- as the monthly wages of the deceased and it is claimed that minimum Rs. 100/- per day was earned by the deceased. He was driving his own autorickshaw. The Tribunal in the absence of evidence took only Rs. 50/- as his daily earning and Rs. 1,500/- was fixed as his monthly earning. Ext. A66 is the copy of driving licence, which shows that he has got a valid professional driving licence to drive autorickshaw. Ext. A67 is the copy of insurance policy which specifically covers third party risk and own damages. The total amount of compensation calculated by the Tribunal was Rs. 1,35,300/-, out of which 70% was deducted for his negligence and the balance amount payable was calculated at Rs. 40,590/-. u/s 140 of the Motor Vehicles Act Rs. 50,000/- is the amount fixed. KSRTC was directed to deposit Rs. 50,000/-. The contention of the claimant is that the Tribunal has adopted only ten as the multiplier. The mother of the deceased driver was the only dependent at the time of his death. Since she was in the age group of 55-56, considering second schedule as guidance we are of the opinion that no interference is required in taking ten as the multiplier. It has come out in evidence that the deceased autorickshaw driver was an able bodied man and he could have earned good income by doing the profession of an autorickshaw driver. He was driving his own autorickshaw. Considering the amount earned by an autorickshaw driver in Kerala State in the year 1990 and here he himself was the autorickshaw owner, we are of the opinion that he will get around Rs. 100/- per day as profit. If a conservative estimate is taken, we are of the opinion that Rs. 2,000/- can be fixed as his monthly income. It is contended that one-third of the above amount need be deducted and the balance ought to have been taken as loss of dependency. But the Apex Court has clarified in various decisions that deduction of one-third will arise only when the deceased left behind spouse and children. Here only mother is left behind. It is true that mother is still alive. There is livelihood of marriage of the victim also. Therefore, we are of the opinion that monthly contribution fixed by the Tribunal as Rs. 1,000/- is correct and Tribunal has correctly fixed Rs. 1,20,000/- as compensation for loss of dependency and total compensation was correctly calculated as Rs. 1,35,300/-. Taking into account the proportionate negligence on the part of the deceased, KSRTC, owner of the bus is liable to deposit 50% of the compensation awarded. In other words, KSRTC shall deposit Rs. 67,650/-. Tribunal directed to deposit Rs. 50,000/- with interest considering Section 140 of the Motor Vehicles Act. Balance amount of Rs. 17,650/- shall be deposited by the KSRTC within three months from the date of receipt of a copy of this judgment with 9% interest from the date of application till its deposit.

14. With regard to MFA No. 665 of 1997, it is filed by a minor student who was a passenger in the autorickshaw. She was aged 9 at the time of accident. Ext. A13 is the copy of the wound certificate issued from Valluvanad Hospital, Ottapalam. She was unconscious at the time of admission. Blood stain inside her mouth was noticed. Since there was suspected head injury, she was referred to Coimbatore. Ext. A14 is the surgical inpatient follow up card issued from Sri Ramakrishna Hospital, Coimbatore. She was semiconscious at the time of admission in that hospital also. C.T. scan of brain was taken and diffused cerebral injury was detected. Ext. A15 is the prescription issued by Dr. L.Ganesh, Consultant Neurosurgeon of that hospital. Exts.A16 and A17 are bills. Ext.A19 is the discharge certificate which shows that she sustained Head injury - diffuse cerebral injury. 40% disability was assessed in the certificate. The Tribunal calculated a total compensation of Rs. 50,000/- as follows:

"Transportation charges Rs. 1,000/- Extranourishment Rs. 1,200/- Damages to clothing Rs. 300/- Medical Bills Rs. 5,000/- Future medicines Rs. 1,000/- Attendant's expenses Rs. 1,000/- Loss of amenities Rs. 3,000/- Loss of expectation of life Rs. 5,000/- Loss of studies Rs. 2,500/- Pain and suffering Rs. 10,000/- Disability compensation Rs. 20,000/- Total Rs. 50,000/-

The Tribunal did not rely in Ext.A19 discharge-cum-disability certificate. The medical records would show that she sustained severe head injuries and she is permanently disabled as a result of the accident. Evidence in this case would clearly prove the same. We see no reason to discard the medical certificate produced and marked in this case without objection from the respondents. Of course since she was young, with proper treatment it will be partly cured. Considering Ext.X1 file and other evidence we take the percentage of disability as 20%. If Rs. 1250/- is taken as notional income as she was a student and 15 as the multiplier (taking second schedule for guidance), for 20% disability the compensation payable will come to Rs. 45,000/- ($1250 \times 12 \times 15 \times 20/100$). The Tribunal has awarded only Rs. 20,000/- as disability compensation. Therefore, claimant will be entitled to an additional compensation of Rs. 25,000/- under this head. For treatment expenses Rs. 5,000/- was granted and for future treatment Rs. 1,000/- was granted. Considering the nature of injuries, we are of the opinion that another Rs. 5,000 shall be granted for future medical expenses. The Tribunal has calculated the total compensation as Rs. 50,000/-. Thus the claimant will be entitled to an additional amount of Rs. 30,000/-. The total compensation payable will be Rs. 80,000/- with 9% interest from the date of application till its deposit. 50% of the above should be deposited by the insurance company and 50% by KSRTC within three months from the date of receipt of a copy of this judgment after deducting the amount, if any, already paid.

15. M.F.A. No. 674 of 1997 was filed by the claimant in O.P.(MV)No. 973 of 1995. The claimant was six years old at the time of accident. Ext.A55 wound certificate shows that she was admitted in Valluvanad Hospital, Ottapalam on 29.9.1992.

She had lacerated wound on the anterior aspect of right thigh, another lacerated wound over lip, on the left leg and on the left eyebrow. She was referred to Coimbatore. Ext. A56 disability certificate shows that there is 20% permanent disability and she was having suspected head injury. Ext.A58 series are the hospital bills and medical bills approximately for Rs. 5,900/-. The Tribunal found that injury caused on her face has left behind some scars affecting her beauty. Tribunal allowed for treatment expenses Rs. 6,500/- and for future treatment expenses Rs. 1,200/- was granted. Rs. 2,000/- was granted as loss of amenities as fracture inflicted on her fore arm with other deep injuries must have caused loss of amenities. The Tribunal awarded only 10,000/- as compensation for permanent disability, taking 10% as disability without accepting the disability certificate. The claimant was a student. Even if ten adopted as multiplier is correct, Rs. 10,000/- awarded as disability compensation is too meagre. As per the second schedule Rs. 15,000/- can be taken as the notional annual income of a non-earning person. Second schedule compels us to take 15 as the multiplier. If 10% disability is taken into account, compensation payable will be Rs. 22,500/- (Rs. 15,000/- x 15 x 10/100). Thus the claimant will be entitled to an additional amount of Rs. 12,500/- under this head. The contention of the claimant is that her marriage prospects is completely spoiled. The Tribunal noticed that there is a scar in her face. It is the contention of the claimant that her left eye lid is protruding outward due to the collective mass of tissues on her left eye lid caused due to the accident. In the above circumstances, we are of the opinion that for loss of marriage prospects another Rs. 2,500/- ought to have been granted by the Tribunal. Thus the claimant will be entitled to an additional amount of Rs. 15,000/-. Thus total compensation payable is Rs. 55,000/- with 9% interest from the date of application till its deposit. The above amount should be deposited in equal proportion by the insurance company of the autorickshaw and KSRTC after deducting the amount, if any, already paid within three months from the date of receipt of a copy of this judgment.

All the appeals are partly allowed.