
(2022) 03 RAJ CK 0012

In the Rajasthan High Court

Case No : S.B. Civil Miscellaneous Appeal No. 2582, 2854 Of 2007

Priti And Others

APPELLANT

Vs

Amar Singh And Others

RESPONDENT

Date of Decision : 02-03-2022

Acts Referred:

Motor Vehicles Act, 1988 — Section 146(1), 147(1)(b), 147(3), 147(5), 149, 149(1), 163A

Citation : (2022) 03 RAJ CK 0012

Hon'ble Judges : Birendra Kumar, J

Bench : Single Bench

Advocate : Sandeep Mathur, R.P. Vijay

Final Decision : Allowed

Judgement

Birendra Kumar, J

1. By the impugned award dated 21.04.2007 made in Claim Case No. 100/2007, the learned Motor Accident Claims Tribunal, Jaipur City, awarded Rs.76,000/- along with interest of 6% against claim of Rs.25,99,800/- made by claimant-Priti for the permanent disablement of 26.24% sustained by her, while she was travelling in a Jeep.

2. The accident took place on 31.05.2006 when the claimant and others were travelling on a private Jeep bearing registration No. RJ-14C-7192 and unknown rash and negligent Truck hit the Jeep from behind, as a result whereof the people in the Jeep sustained injuries. For the accident aforesaid, Dudu Police Station case No. 55/2006 was registered and after investigation, the Police submitted charge-sheet against the owner of the unknown Truck. The Jeep in question was insured with appellant-National Insurance Co. Ltd. vide copy of insurance at Ex.4.

3. The certificate issued by the Medical Board in respect of nature of disablement of the claimant is Ex.6. The claimant was examined as AW/1. She deposed that along with her other relatives she had got seated in the Jeep. When the Jeep

reached near K.G. Mod, two more passengers got seated in the Jeep. The Jeep was of a relative of the claimant, hence, she had not paid any fare. She has specifically stated that due to darkness, she could not see the Truck, which had dashed the Jeep from behind. She disclosed her age as 22 years on the date of accident. She has stated that she was earning Rs.3,300/- per month by stitching/ sewing cloths and other manual work. The witness was not confronted on her claim of income.

4. NAW.1-JK Jain is an Officer of National Insurance Company Ltd. He has deposed that the insurance policy was "an act policy" only and the vehicle was registered as private vehicle and not for commercial uses but the passengers were being carried on that, hence, there is violation of the terms of policy as such there is no liability of the Insurance Company.

5. On consideration of the evidence, the learned Tribunal held that since the policy was an 'act on policy', the Insurance Company shall be entitled to recover, the amount paid to the claimant, from the owner of the vehicle.

6. Since claimant is not satisfied with the quantum of compensation, she challenged the award in SBCMA No.2854/2007.

7. The appellant-National Insurance Company is not satisfied with the award on the ground that no liability was there against the insurer, therefore, there was no question of payment of compensation and recovery of the same from the owner, rather direct liability of owner should have been held by the learned Tribunal. Hence, Civil Misc. Appeal No. 2582/2007 is filed by the insurer.

S.B. Civil Misc. Appeal No.2582/2007 :

8. Mr. R.P. Vijay, learned counsel for the National Insurance Company Ltd. submits that the controversy lies in a very narrow compass. Since the policy was an "act policy" between the insurer and the insured, the Insurance Company is not liable to make payment to a passenger travelling on a private vehicle or even to a gratuitous passenger as claimed by the claimant. He next contends that the evidence on record would reveal that there is violation of the conditions of policy therefore, no liability lies with the Insurance Company.

9. Reliance has been placed on the judgment of the Hon'ble Supreme Court in National Insurance Co. Ltd. Vs. Baljit Kaur and Others reported in (2004) 2 SCC 1, New India Assurance Co. Ltd. Vs. Asha Rani and Others reported in (2003)2 SCC 223, National Insurance Company Limited vs. Balakrishnan and another reported in (2013)1 SCC 731 and on the judgment of a Division Bench of this Court in Varju & Others Vs. United India Insurance Co. Ltd. and others reported in WLC (Raj.) 2005(4) 1.

10. On the other hand, Mr. Sandeep Mathur, learned counsel for the respondent-claimant contends that under the Motor Vehicles Act, 1988 there is statutory liability of the insured to ply the vehicle only after insurance and corresponding liability is there of the insurer to have issued a comprehensive insurance policy

so that a third party who is unaware of the nature of policy, may not get his right defeated.

11. The relevant statutory provisions of the Motor Vehicles Act, 1988, regarding necessity of Insurance and responsibility of the insurer and insured requires to be noticed first.

"146. Necessity for insurance against third party risk.

(1) No person shall use, except as a passenger, or cause or allow any other person to use, a motor vehicle in a public place, unless there is in force in relation to the use of the vehicle by that person or that other person, as the case may be, a policy of insurance complying with the requirements of this Chapter.

Section 147(5) reads as under:

"(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."

6. Section 149 casts a duty on the insurer to satisfy judgments and awards against persons insured in respect of third party risks. Sub-section (1) of Section 149 is quoted below:

"149. Duty of insurers to satisfy judgments and awards against person 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 there under, 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."

12. Taking note of the aforesaid provisions, the Hon'ble Supreme Court in New India Insurance Co. Ltd. vs. Rula and Ors. reported in 2000(3) SCC 198, observed as follows :

"7. The contract of insurance in respect of motor vehicles has, therefore, to be construed in the light of the above provisions. Section 146(1) contains a prohibition on the use of the motor vehicles without an insurance policy having

been taken in accordance with Chapter 11 of the Motor Vehicles Act. The manifest object of this provision is to ensure that third party, who suffers injuries due to the use of the motor vehicle, may be able to get damages from the owner of the vehicle and recoverability of the damages may not depend on the financial condition or solvency of the driver of the vehicle who had caused the injuries.

8. Thus, any contract of insurance under Chapter 11 of the Motor Vehicles Act, 1988 contemplates a third party who is not a signatory or a party to the contract of insurance but is, nevertheless, protected by such contract. As pointed out by this Court in *New Asiatic Insurance Co. Ltd. v. Pessumal Dhanama' Aswani & Ors.*, AIR 1964 Supreme Court 1736, the rights of the third party to get indemnified can be exercised only against the insurer of the vehicle. It is thus clear that the third party is not concerned and does not come into the picture at all in the matter of payment of premium. Whether the premium has been paid or not is not the concern of the third party who is concerned with the fact that there was a policy issued in respect of the vehicle involved in the accident and it is on the basis of this policy that the claim can be maintained by the third party against the insurer."

13. The status of the claimants in the case is of a third party, who is not a signatory to the contract of insurance but is protected by the contract of insurance. A third party cannot be expected to know the nature of contract between the insurer and the insured. A third party has only expectation that the provisions of the Act regarding mandatory insurance of the vehicle plying on road must be there.

14. Learned counsel for the Insurance Company has produced a copy of the General Regulations governing the insurances G.R. No.3 provides for types of policies. There are two types of policies;

(i) Liability Only Policy: This covers third party liability for bodily injury and/or death and Property Damage. Personal Accident Cover for Owner-Driver is also included.

(ii) Package Policy: This covers loss or damage to the vehicle insured (O.D.) in addition to (i) above.

15. In view of the nature of policies mentioned in the Regulations even an 'act only policy' covers the risk of a third party, therefore, there is no substance in the submission of learned counsel for the appellant that since the policy was an 'act only policy', it is not liable to compensate a third party who sustained injury in a motor vehicle accident insured with the appellant. The insurance policy clearly indicated that the policy covers use of the vehicle for any purpose other than (a) Hire or Reward (b) Carriage of Goods (other than samples or personal luggage) (c) Organized racing (d) Pace making (e) Speed Testing and Reliability Trials and (f) Use in connection with Motor Trade. Even if it is assumed that the vehicle was used for hire purpose against the terms of policy, the Insurance Company cannot avoid a statutory duty to compensate to the third party.

16. In Balakrishnan's case (Supra), the Hon'ble Supreme Court noticed and reproduced circular dated 16.11.2009 issued by the Insurance Regulatory and Development Authority addressed to all the Chief Executive Officers of all the Insurance Companies restating the factual position relating to the liability of Insurance Companies in respect of a pillion rider on a two-wheeler and occupants on a private car under comprehensive/package policy.

Paras 22 to 25 of the judgment which are relevant for consideration in this matter, are reproduced below :

"22. The relevant portion of the circular which has been reproduced by the High Court is as follows:

"INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY

Ref: IRDA/NL/CIR/F&U/073/11/2009

Dated:16.11.2009

To,

CEOs of all general insurance companies

Re: Liability of insurance companies in respect of occupants of a Private car and pillion rider on a two-wheeler under Standard Motor Package Policy (also called Comprehensive Policy).

Insurers' attention is drawn to wordings of Section (II) 1 (ii) of Standard Motor Package Policy (also called Comprehensive Policy) for private car and two-wheeler under the (erstwhile) India Motor Tariff. For convenience the relevant provisions are reproduced hereunder:

Section II-Liability to Third Parties

(1). Subject to the limits of liabilities as laid down in the Schedule hereto the company will indemnify the insured in the event of an accident caused by or arising out of the use of the insured vehicle against all sums which the insured shall become legally liable to pay in respect of-

(i) death or bodily injury to any person including occupants carried in the vehicle (provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of employment of such person by the insured.

It is further brought to the attention of insurers that the above provisions are in line with the following circulars earlier issued by the TAC on the subject:

(i) Circular M.V. No. 1 of 1978-dated 18th March, 1978 (regarding occupants carried in Private Car) effective from 25th March, 1977.

(ii) MOT/GEN/10 dated 2nd June, 1986 (regarding pillion riders in a two-wheeler)

effective from the date of the circular.

The above circulars make it clear that the insured liability in respect of occupant(s) carried in a private car and pillion rider carried on two-wheeler is covered under the Standard Motor Package Policy. A copy each of the above circulars is enclosed for ready reference.

The Authority vide circular No. 066/IRDA/F&U/Mar-08 dated March 26, 2008 issued under File & Use Guidelines has reiterated that pending further orders the insurers shall not vary the coverage, terms and conditions wording, warranties, clauses and endorsements in respect of covers that were under the erstwhile tariffs. Further the Authority, vide circular No. 019/IRDA/NL/F&U/Oct-08 dated November 6, 2008 has mandated that insurers are not permitted to abridge the scope of standard covers available under the erstwhile tariffs beyond the options permitted in the erstwhile tariffs. All general insurers are advised to adhere to the afore- mentioned circulars and any non-compliance of the same would be viewed seriously by the Authority. This is issued with the approval of competent authority.

Sd/-

(Prabodh Chander)

Executive Director

(Emphasis supplied)

23. The High Court has also reproduced a circular issued by IRDA dated 3.12.2009. It is instructive to quote the same:

"INSURANCE REGULATORY AND DEVELOPMENT AUTHORITY Ref:IRDA/NL/CIR/F&U/078/12/2009

Dated:3.12.2009.

To,

All CEOs of All general insurance companies (except ECGC, AIC, Staff Health, Apollo)

Re: Liability of insurance companies in respect of occupant of a private car and pillion rider in a two-wheeler under Standard Motor Package Policy (also called Comprehensive Policy).

Pursuant to the Order of the Delhi High Court dated 23.11.2009 in MAC APP No. 176/2009 in the case of Yashpal Luthra v. United India and Ors., the Authority convened a meeting on November 26, 2009 of the CEOs of all the general insurance companies doing motor insurance business in the presence of the counsel appearing on behalf of the Authority and the leaned amicus curie.

Based on the unanimous decision taken in the meeting by the representatives of

the general insurance companies to comply with the IRDA circular dated 16th November, 2009 restating the position relating to the liability of all the general insurance companies doing motor insurance business in respect of the occupants in a private car and pillion rider on a two wheeler under the comprehensive/package policies which was communicated to the court on the same day i.e. November 26, 2009 and the court was pleased to pass the order (dt. 26.11.2009) received from the Court Master, Delhi High Court, is enclosed for your ready reference and adherence. In terms of the said order and the admitted liability of all the general insurance companies doing motor insurance business in respect of the occupants in a private car and pillion rider on a two-wheeler under the comprehensive/package policies, you are advised to confirm to the Authority, strict compliance of the circular dated 16th November, 2009 and orders dt. 26.11.2009 of the High Court. Such compliance on your part would also involve:

(i) withdrawing the plea against such a contest wherever taken in the cases pending before the MACT, and issue appropriate instructions to their respective lawyers and the operating officers within 7 days;

(ii) with respect to all appeals pending before the High Courts on this point, issuing instructions within 7 days to the respective operating officers and the counsel to withdraw the contest on this ground which would require identification of the number of appeals pending before the High Courts (whether filed by the claimants or the insurers) on this issue within a period of 2 weeks and the contest on this ground being withdrawn within a period of four weeks thereafter;

(iii) With respect to the appeals pending before the Hon'ble Apex Court, informing, within a period of 7 days, their respective advocates on record about the IRDA Circulars, for appropriate advice and action. Your attention is also drawn to the discussions in the CEOs meeting on 26.11.2009, when it was reiterated that insurers must take immediate steps to collect statistics about accident claims on the above subject through a central point of reference decided by them as the same has to be communicated in due course to the Honourable High Court. You are therefore advised to take up the exercise of collecting and collating the information within a period of two months to ensure necessary & effective compliance of the order of the Court. The information may be centralized with the Secretariat of the General Insurance Council and also furnished to us.

IRDA requires a written confirmation from you on the action taken by you in this regard.

This has the approval of the Competent Authority.

Sd/-

(Prabodh Chander)

Executive Director

(Emphasis added)

24. It is extremely important to note here that till 31st December, 2006 the Tariff Advisory Committee and, thereafter, from 1st January, 2007, IRDA functioned as the statutory regulatory authorities and they are entitled to fix the tariff as well as the terms and conditions of the policies by all insurance companies. The High Court had issued notice to the Tariff Advisory Committee and the IRDA to explain the factual position as regards the liability of the insurance companies in respect of an occupant in a private car under the "comprehensive/package policy". Before the High Court, the Competent Authority of IRDA had stated that on 2nd June, 1986, the Tariff Advisory Committee had issued instructions to all the insurance companies to cover the pillion rider of a scooter/motorcycle under the "comprehensive policy" and the said position continues to be in vogue till date. It had also admitted that the "comprehensive policy" is presently called a "package policy". It is the admitted position, as the decision would show, the earlier circulars dated 18th March, 1978 and 2nd June, 1986 continue to be valid and effective and all insurance companies are bound to pay the compensation in respect of the liability towards an occupant in a car under the "comprehensive/package policy" irrespective of the terms and conditions contained in the policy. The competent authority of the IRDA was also examined before the High Court who stated that the circulars dated 18th March, 1978 and 2nd June, 1986 of the Tariff Advisory Committee were incorporated in the Indian Motor Tariff effective from 1st July, 2002 and they continue to be operative and binding on the insurance companies. Because of the aforesaid factual position, the circulars dated 16th November 2009 and 3rd December, 2009, that have been reproduced hereinabove, were issued.

25. It is also worthy to note that the High Court, after referring to individual circulars issued by various insurance companies, eventually stated thus:

"27. In view of the aforesaid, it is clear that the comprehensive/package policy of a two wheeler covers a pillion rider and comprehensive/package policy of a private car covers the occupants and where the vehicle is covered under a comprehensive/package policy, there is no need for Motor Accident Claims Tribunal to go into the question whether the Insurance Company is liable to compensate for the death or injury of a pillion rider on a two-wheeler or the occupants in a private car. In fact, in view of the TAC's directives and those of the IRDA, such a plea was not permissible and ought not to have been raised as, for instance, it was done in the present case."

In para 26, the Hon'ble Supreme Court said that there is no cavil that an "act policy" stands on a different footing from a comprehensive/package policy.

17. The above repeated directions to the Insurance Companies mandates for issuance of comprehensive policies. Failure to comply with the directives of the statutory body would not absolve the insurer from its liability to compensate third party who met with an accident while using the insured vehicle.

The cases relied upon by learned counsel for the appellant are not helping in the facts and circumstances of this case specially after incorporation of new statutory provisions, as referred above, after amendment of 1994 in the Motor Vehicles Act, 1988.

18. In my view, the learned Tribunal is wholly justified in saddling the appellant with liability to compensate the third party and thereafter, may exercise the right of recovery if a case of recovery is made out for violation of terms and conditions of the policy. But in no circumstance, a third party can be left in a situation of destitute after sustaining injuries or meeting with death in a motor vehicle accident.

19. Accordingly this appeal stands dismissed.

S.B. Civil Misc. Appeal No.2854/2007 :

1. The learned Tribunal accepted the case and claim of the claimant that prior to the motor vehicle accident, the claimant was doing sewing work and from that, she was earning Rs.3,300/-per month. After the accident, she met with 26.24% of permanent disablement making her incapable to perform the avocation mentioned above. However, the Tribunal awarded the following compensation :-

1. For physical and mental agony
: Rs.10,000/-

2. For permanent disablement
: Rs.50,000/-

3. Diet and conveyance
:
Rs.4,000/-

4. Loss of income
: Rs.3,000/-

5. Medical expenses
:
Rs.9,000/-

Total : Rs.76,000/-

along with interest of 6% from the date of application dated 12.07.2006.

2. Learned counsel for the appellant contends that this was a case of permanent disablement, hence, the Tribunal erred in not following the multiplier method for assessing 'just compensation'. The learned Tribunal further erred in not awarding anything for (i) loss of future earning (ii) under the head future medical expenses and (iii) expenses for services of the assistance in routine life. Moreover, calculations of the Tribunal referred above, are itself erroneous.

3. To contra, learned counsel for the insurer contends that in absence of any documentary evidence to prove the income of the claimant, the Tribunal rightly concluded that loss of income was of Rs.3,000/-. Other calculations are also justified in the facts and circumstances of this case.

4. I do not find any substance in the submission of learned counsel for the Insurance Company as the Tribunal has not followed the well settled principles of calculation of 'just compensation'. The awarding of 'just compensation' means the compensation should be adequate to restore the claimant to the position prior to the accident. The claim of Rs.3,300/- per month is not excessive and unreasonable, by a person having technical skill of sewing cloths. It cannot be wholly disbelieved that such person would not have been earning around Rs.100/- per day, even on the date of accident.

5. In Arvind Kumar Misra vs. New India Assurance Company Limited and anr. reported in (2010) 10 SCC 254, the Hon'ble Supreme Court said that the compensation for personal injury should be decided by taking an appropriate multiplier of an appropriate multiplicand.

6. In Raj Kumar vs. Ajay Kumar and anr. reported in (2011) 1 SCC 343, the Hon'ble Supreme Court said in para Nos. 6, 7 and 12 as follows :

"6. The heads under which compensation is awarded in personal injury cases are the following: Pecuniary damages (Special Damages)

(i) Expenses relating to treatment, hospitalization, medicines, transportation, nourishing food, and miscellaneous expenditure.

(ii) Loss of earnings (and other gains) which the injured would have made had he not been injured, comprising:

(a) Loss of earning during the period of treatment;

(b) Loss of future earnings on account of permanent disability.

(iii) Future medical expenses.

(iv) Damages for pain, suffering and trauma as a consequence of the injuries.

(v) Loss of amenities (and/or loss of prospects of marriage).

(vi) Loss of expectation of life(shortening of normal longevity).

In routine personal injury cases, compensation will be awarded only under heads (i), (ii)(a) and (iv). It is only in serious cases of injury, where there is specific medical evidence corroborating the evidence of the claimant, that compensation will be granted under any of the heads (ii)(b), (iii), (v) and (vi) relating to loss of future earnings on account of permanent disability, future medical expenses, loss of amenities (and/or loss of prospects of marriage) and loss of expectation of life.

7. Assessment of pecuniary damages under item (i) and under item (ii)(a) do not

pose much difficulty as they involve reimbursement of actuals and are easily ascertainable from the evidence. Award under the head of future medical expenses - item (iii) -- depends upon specific medical evidence regarding need for further treatment and cost thereof. Assessment of non-pecuniary damages - items (iv), (v) and (vi) -- involves determination of lump sum amounts with reference to circumstances such as age, nature of injury/deprivation/disability suffered by the claimant and the effect thereof on the future life of the claimant. Decision of this Court and High Courts contain necessary guidelines for award under these heads, if necessary. What usually poses some difficulty is the assessment of the loss of future earnings on account of permanent disability - item (ii) (a). We are concerned with that assessment in this case.

12. Therefore, the Tribunal has to first decide whether there is any permanent disability and if so the extent of such permanent disability. This means that the tribunal should consider and decide with reference to the evidence:

(i) whether the disablement is permanent or temporary;

(ii) if the disablement is permanent, whether it is permanent total disablement or permanent partial disablement,

(iii) if the disablement percentage is expressed with reference to any specific limb, then the effect of such disablement of the limb on the functioning of the entire body, that is the permanent disability suffered by the person.

If the Tribunal concludes that there is no permanent disability then there is no question of proceeding further and determining the loss of future earning capacity. But if the Tribunal concludes that there is permanent disability then it will proceed to ascertain its extent. After the Tribunal ascertains the actual extent of permanent disability of the claimant based on the medical evidence, it has to determine whether such permanent disability has affected or will affect his earning capacity."

7. The Hon'ble Supreme Court further held that for assessing the future loss of earning due to permanent disability, the Tribunal/Court must be conscious that the criteria should not be the extent of permanent disability found by the medical experts, rather the assessment should be based on the percentage of inability to the injured, which prevented him from doing the same vocation or from performing other vocations. When the loss of future earning capacity is 100% or more than 50%, the need to award compensation separately under the head of loss of amenities or loss of expectation of life may disappear and as a result, only a token or nominal amount may have to be awarded under the head of loss of amenities or loss of expectations of life, as otherwise there may be a duplication in the award of compensation.

8. In Jagdish vs. Mohan and ors. reported in (2018) 4 SCC 571, the Hon'ble Supreme Court said in para 8 of the judgment as follows :

"8. In assessing the compensation payable the settled principles need to be

borne in mind. A victim who suffers a permanent or temporary disability occasioned by an accident is entitled to the award of compensation. The award of compensation must cover among others, the following aspects:

- (i) Pain, suffering and trauma resulting from the accident;
- (ii) Loss of income including future income;
- (iii) The inability of the victim to lead a normal life together with its amenities;
- (iv) Medical expenses including those that the victim may be required to undertake in future; and
- (v) Loss of expectation of life."

9. The claimant deposed before the Tribunal that she met with an accident on 31.05.2006. The doctor performed surgery in the hospital on 01.06.2006 and she was discharged on 10.06.2006. Prior to the accident, she was earning Rs.3,300/- per month by sewing cloths and as labour. A medical board of three orthopedics examined the claimant on 28.12.2006 and submitted a certificate on permanent disablement which is Ex.6. The Board recorded that movement of left hip and knee joint was restricted leading to 10.80% disability. The flexion and rotation of hip was restricted up to 15.84% which resulted in difficulty in squatting, sitting cross-leg, climbing stairs, kneeling, standing on the affected lower limb and carrying heavy weights. The total permanent physical impairment was of 26.64%. The disability report reveals that the claimant was incapacitated of performing sewing work on a machine rolled by legs. However, she could have performed other work which could have been done with the help of hands only. Therefore, this was a case of loss of future earning as well.

10. Thus, the claimant would be entitled for Rs.3,300/-multiplied by 12 months equals to Rs.39,600/- as loss of income per annum. The claimant has sustained permanent disablement which incapacitated her from doing the vocation she was doing prior to the accident, as such under the head for future loss of earning, she is entitled for 50% of the loss of income i.e. Rs.19,800/-. The same is fit to be multiplied by an appropriate multiplier of 18, considering age of the claimant as 22 years. Thus under this head for loss of future earning, Rs.3,56,400/- is payable. The Tribunal has awarded Rs.9,000/- for medical expenses on the basis of medical vouchers produced, the same is hereby affirmed. Besides the aforesaid, the claimant would be entitled for Rs.1,00,000/- under head for nourishment and nursing which must have continued even if after discharge from the hospital. The claimant further would be entitled for Rs.1,00,000/-for future medical expenses. Two lakhs is payable for loss of expectation of life as the claimant is an unmarried girl and her disability would restrict her choice of life partner. Thus, the total payable compensation is calculated as Rs.8,05,000/-. This Court is not inclined to interfere with the 6% interest as ordered by the Tribunal. The aforesaid amount would be payable after deducting the already paid amount.

This awarded amount must be paid by the Insurance Company within a month of this order, failing which 12% interest would be payable from the date of default till date of realization of the amount.

11. This appeal stands allowed to the aforesaid extent.