

(2025) 05 SC CK 0197

In the Supreme Court Of India

Case No : Civil Appeal No. 6640 Of 2025 (@Special Leave Petition (Civil)
No.26999 Of 2023)

Shaikh Sadik Shaikh Rafique

APPELLANT

Vs

Reliance General Insurance Company Limited & Ors

RESPONDENT

Date of Decision : 13-05-2025

Acts Referred:

Citation : (2025) 05 SC CK 0197

Hon'ble Judges : Sudhanshu Dhulia, J;K. Vinod Chandran, J

Bench : Division Bench

Advocate : Saurabh Singh, Mrinal Gopal Elker, Prerna Mehta, Sanjay Bhasin,
Tanuj Bagga Sharma, Dr. M.k Ravi, Vatsalya Vigya

Final Decision : Allowed

Judgement

K. Vinod Chandran, J

1. Leave granted.

2. The appellant, a young man of 25 years has become completely bed ridden due to an accident caused when he was travelling in the truck of his employer, which crashed with another vehicle. The appellant before the Tribunal claimed rashness and negligence on the driver of the truck in which he was travelling. The claimant asserted an annual income of Rs.9,000/-, Rs.4,00,000/- spent for medical treatment and claimed a total of Rs.68,44,000/- as compensation. The Tribunal accepted the claim and awarded an amount of Rs.16,00,000/- on the premise that the interest earned from the said amount would look after the claimant in future.

3. The learned counsel appearing for the Insurance Company made a feeble attempt to point out that the policy did not cover the passengers in a goods vehicle. This has been considered by the Tribunal and the claimant was found to be an employee of the owner of the vehicle. More pertinent, there is no appeal filed from the order of the Tribunal by the Insurance Company and hence we

refuse to consider the said contention raised in an appeal filed by the claimants for enhancement.

4. Before the High Court the income of Rs.4,500/- as accepted by the Tribunal was increased to Rs.6,000/- and considering the fact that the victim is in a vegetative state, determined functional disability at 100%, which in any event was assessed by the Doctor at 90%. The Doctor was examined before the Tribunal, who was also cross-examined without any avail. He categorically deposed that the victim/claimant is 100% disabled and required lifetime support of an attendant to perform his daily chores. The High Court adopted the income of Rs.6000/- and also granted 40% addition for future prospects. The entire medical expenses, for which bills were produced coming to Rs.2,70,000/-, was allowed. A consolidated amount of Rs.6,00,000/- was granted for pain and suffering, loss of amenities, marital prospects and future treatment, coming to a total of Rs.25,83,600/-.

5. Ramachandrappa vs. Manager, Royal Sundaram Alliance Insurance Company Limited (2011) 13 SCC 236 determined an income of Rs.4,500/- per month in the year 2004 for a coolie. A Constitution Bench in National Insurance Company Limited vs. Pranay Sethi and Others (2017) 16 SCC 680 found that there would be an incremental increase in the income which according to us would be reasonable if fixed at Rs.500/- per month for every successive year. In the present case, the accident occurred in the year 2015, 11 years after 2004 and going by the principles stated in the afore-cited decisions the appellant, an unskilled worker would be entitled to claim monthly income of Rs.10,000/-. In the present case, the claimant has asserted an income of Rs.9,000/- which can be safely adopted. The multiplier in the case of a 25 year old as held in Pranay Sethi (2017) 16 SCC 680 would be 18 and not 17 as taken by the High Court. The following award according to us would be 'just compensation' in the above case:

Nos.

Particulars

Amount in Rs.

1

Loss of future income

$9000 \times 12 \times 140\% \times 18 = \text{Rs.}27,21,600/-$

2

Medical expenses

Rs.2,70,000/-

3

Aggregate amount for pain and suffering, loss of amenities etc.

Rs.6,00,000/-

Total

Rs.35,91,600/-

6. The above amounts, after deducting the amounts already paid, shall be disbursed with 8% interest per annum as determined by the Tribunal within a period of two months. The appellant or his authorised representatives would be entitled to give the account details of the appellant, to the insurance company to which account the remaining amounts with interest shall be paid online within the time stipulated hereinabove.

7. The appeal is allowed with the above modification.

8. Pending applications, if any, shall stand disposed of.