

**HIGH COURT FOR THE STATE OF TELANGANA  
AT HYDERABAD**

TUESDAY, THE THIRTIETH DAY OF JUNE  
TWO THOUSAND AND TWENTY

**PRESENT**

**THE HONOURABLE SRI JUSTICE K.LAKSHMAN**

**M.A.C.M.A.NO. 2946 OF 2014 AND 1228 OF 2016**

**M.A.C.M.A.No.2946 of 2014**

Appeal Under Section 173 of M.V.Act against the Order and Decree made in O.P.No.1396 of 2009 dated 13.09.2011 on the file of the Court of the Chairman, Motor Accidents Claims Tribunal-Cum-III Additional Chief Judge, City Civil Court, Hyderabad.

**Between:**

1. M. Padmaja, W/o Late Deviprasad Aged about 47 yrs, Occ: Housewife
  2. M.Sumanth, S/o Late Deviprasad Aged about 29 yrs, Occ: Nil
  3. M.Bharathi Savithri Devi, W/o Late Subba Rao aged 70 years
- All are R/o Plot no.117, MIG II, IXth Phase, KPHB Colony, Kukatpally, Hyderabad

**...APPELLANTS**

**AND**

1. Konda Sambhi Reddy, S/o Seshi Reddy Aged Major Occ: Business, R/o D-No.4-1-2, Chivaluru (Post), Kollipara Mandal, Guntur Dist.
2. IFFCO Tokio General Insurance Company Ltd., Rep. by its Manager, Uma Chambers, Nagarjuna circle, Panjagutta, Hyderabad.

**...RESPONDENTS**

**Counsel for the Appellants : SRI. K.HARIMOHAN REDDY**

**Counsel for the Respondent No.2 : SRI T.MAHENDER RAO**

**M.A.C.M.A.No.1228 of 2016**

Appeal Under Section 173 of M.V.Act against the Order and Decree made in O.P.No.1396 of 2009 dated 13.09.2011 on the file of the Court of the Chairman, Motor Accidents Claims Tribunal-Cum-III Additional Chief Judge, City Civil Court, Hyderabad.

**Between:**

IFFCO Tokio General Insurance Company Ltd., Rep. by its Manager, Uma Chambers, Nagarjuna circle, Panjagutta, Hyderabad.

**....APPELLANT/RESPONDENT NO.2**

**AND**

1. M. Padmaja, W/o Late Deviprasad Aged about 46 yrs, Occ: Housewife
  2. M.Sumanth, S/o Late Deviprasad Aged about 28 yrs, Occ: Nil
  3. M.Bharathi Savithri Devi, W/o Late Subba Rao aged 71 years
- All are R/o Plot no.117, MIG II, IXth Phase, KPHB Colony, Kukatpally, Hyderabad
- ...RESPONDENTS/PETITIONERS**
4. Konda Sambhi Reddy, S/o Seshi Reddy Aged Major Occ: Business, R/o D-No.4-1-2, Chivaluru (Post), Kollipara Mandal, Guntur Dist-522 304 A.P

**...RESPONDENT/RESPONDENT NO.1**

**Counsel for the Appellants : SRI. T.MAHENDER RAO**

**Counsel for the Respondent No.1 to 3 : SRI K.HARIMOHAN REDDY**

**The Court made the following: COMMON JUDGMENT**

**THE HON'BLE SRI JUSTICE K. LAKSHMAN**

**M.A.C.M.A. Nos.2946 of 2014 AND 1228 OF 2016**

**COMMON JUDGMENT:**

Feeling aggrieved by the order and decree dated 13.09.2011 in OP No.1396 of 2009 passed by the III Additional Chief Judge, City Civil Court, Hyderabad (for short 'the Tribunal'), the claimants preferred MACMA No.2946 of 2014 for enhancement of compensation and the Insurance Company preferred MACMA No.1228 of 2016 challenging the quantum of compensation awarded by the Tribunal and also its liability.

2. Since both the appeals arise out of the same accident and the parties are also same, these two appeals are disposed of vide this common judgment.

3. For the sake of convenience, the appellants in MACMA No.2946 of 2014 are referred to as 'claimants' and the appellant in MACMA No.1228 of 2016 is referred to as 'Insurer.'

4. Heard the learned Standing Counsel for the Insurer and the learned counsel for the claimants.

5. *Vide* aforesaid order, the Tribunal has awarded an amount of Rs.11,32,000/- with 6% interest from the date of petition till the date of realization to the claimants against the owner and insurer of

the offending vehicle as against the claim of Rs.10,00,000/- made by the claimants for the death of the deceased in a motor accident occurred on 13.02.2009. The claimants filed MACMA MP No.3512 of 2013 in MACMA No.2946 of 2014 to permit them to enhance the claim amount from Rs.10,00,000/- to Rs.20,00,000/-. The said application was allowed.

6. It is the specific contention of the Insurer that the Tribunal erred in holding that the insurer also liable to pay compensation of Rs.11,32,000/- together with interest @ 6% per annum. The Tribunal erred in holding that the accident occurred due to rash and negligent driving of the rider of the motor cycle bearing registration No.AP 7 AP 3535 without appreciating the evidence on record both oral and documentary. According to learned counsel for the Insurer, the accident had occurred due to collision of two vehicles in the opposite direction and there was head on collision between two vehicles coming from opposite direction which takes place only when drivers of both the vehicles are negligent. Since the accident had occurred due to the negligence of drivers of both the vehicles, it is contributory negligence and therefore, payment of compensation should be apportioned accordingly. But, the Tribunal, instead of apportioning the liability of paying the compensation by holding that there is contributory negligence on the part of the deceased also, has fixed the entire liability on the Insurer of motorcycle bearing No.AP 7 AD 3535 itself. It is further contended by the learned counsel for the Insurer

that the Tribunal erred in considering the monthly salary of the deceased as Rs.10,500/- without there being any cogent evidence.

7. Learned counsel for the Insurer would also contend that the claimants are not aggrieved parties to maintain the appeal i.e. MACMA No.2946 of 2014. According to him, the claimants laid claim of Rs.10,00,000/- and the Tribunal has awarded an amount of Rs.11,32,000/- and therefore, the claimants are not aggrieved parties to maintain the appeal seeking enhancement of compensation.

8. With the above said contentions, the learned counsel for the Insurer has prayed to set aside the impugned award.

9. On the other hand, learned counsel for the claimants would contend that the Tribunal failed to award any amounts towards future prospects of the deceased, though the claimants are entitled for the same. According to him, the Tribunal failed to award compensation towards love and affection and loss of consortium as per the principle held by the Apex Court in **Magma General Insurance Company Limited v. Nana Ram alias Chuhru Ram**<sup>1</sup>. The Tribunal has awarded an amount of Rs.10,000/- and Rs.5,000/- towards loss of estate and funeral expenses, respectively, without appreciating the principle held in **Sarla Verma v. Delhi Transport Corporation**<sup>2</sup>.

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<sup>1</sup> (2018) 18 SCC 130

<sup>2</sup> (2009) 6 SCC 121

With the said contentions, learned counsel for the claimants prayed for enhancement of the compensation.

10. To prove the accident, the 1<sup>st</sup> claimant examined herself as PW.1 and also examined an eye-witness, the pillion rider of the motorcycle, as PW.2. PW.1 narrated the manner of accident. It is relevant to note that PW.1 is not the eye witness to the accident. PW.2, Devender, who traveled as pillion rider on the motorcycle of the deceased bearing No.AP 28 AT 5749 at the relevant point of time, deposed that the accident was occurred due to rash and negligent driving of the driver of the motorcycle bearing registration No.AP 7 AD 3535. There is no negligence on the part of the deceased. The claimants have also filed Ex.A.1 – FIR, Ex.A2 – charge sheet and Ex.A4 – MVI report. As per Ex.A1 –FIR, the son of deceased gave report to the police on 14.02.2009, stating that the accident had occurred due to rash and negligent driving of the driver of the motorcycle bearing No.AP 7 AD 3535. In Ex.A2 – charge sheet, the police mentioned that as per the investigation, the accident was due to the rash and negligent driving of the driver of the motorcycle bearing No.AP 7 AD 3535. It is also mentioned in Ex.A2 – charge sheet that as per the investigation conducted by the police, the rider of the motorcycle bearing No.AP 7 AD 3535 was rash and negligent in driving the vehicle and caused injuries to the deceased, which resulted in his death. PW.2 herein, was also cited as an eye-witness by the police in the charge sheet.

11. In Ex.A3 – Post Mortem Examination report, the cause of death of the deceased is mentioned as due to head injury the deceased died. In Ex.A4 – MVI report, it is mentioned that as per the opinion of the Motor Vehicle Inspector, the accident was not due to any mechanical defect of the motorcycle bearing No.AP 7 AD 3535. It is noted in the MVI report that there are some damages to the said vehicle i.e. the right side indicator broken and headlight assembly damaged.

12. As stated above, the Insurer though contended that the accident was occurred due to the rash and negligent driving of the drivers of both the vehicles, it has not examined any witness. It has filed only Ex.B1 – copy of the insurance policy. The Insurer did not elicit anything from the cross-examination of either PW.1 or PW.2 – an eye witness to the accident. PW.2, an eye witness to the accident, specifically deposed that the deceased and himself were going from Remedy Hospital to III Phase, KPHB Colony, on the motorcycle of the deceased bearing No.AP 28 AT 5749 slowly on the left side of the road, at that time, the motorcycle bearing No.AP 7 AD 3535 came in wrong side in a rash and negligent manner and hit the motorcycle of the deceased. As stated above, the Insurer did not examine any witness, did not file any document and did not elicit anything from the cross-examination of PWs.1 and 2 to prove that the accident had occurred due to the negligence of the drivers of both the vehicles. Thus, the Insurer failed to disprove that the accident had occurred due



to the rash and negligent driving of the driver of the motorcycle bearing No.AP 7 AD 3535 and thus, there is contributory negligence.

13. Therefore, considering the deposition of PW.2, Exs.A1 – FIR, Ex.A2 – charge sheet and Ex.A4 – PME report, it can be safely held that the accident had occurred due to rash and negligent driving of the driver of the motorcycle bearing registration No.AP 7 AD 3535. On critical analysis of the entire evidence, both oral and documentary, the Tribunal gave a specific finding that the accident had occurred due to rash and negligent driving of the driver of the motorcycle bearing No.AP 7 AD 3535. The said finding of the Tribunal is a reasoned finding and this Court is satisfied with the said reasons.

14. In view of the said finding, the contention of the learned counsel for the Insurer that the accident had occurred due to the rash and negligent driving of drivers of both the vehicles, cannot be accepted.

15. It is contended by the learned counsel for the Insurer that the claimants are not aggrieved parties and the appeal is not maintainable since the Tribunal has awarded an amount of Rs.11,32,000/- as against the claim of Rs.10,00,000/- laid by the claimants. He would further contend that the Tribunal has awarded more than the claim laid by the claimants. In support the said contention, learned counsel for the Insurer relied upon the principle held by the High Court of Judicature, Andhra Pradesh at Hyderabad,

reported in **National Insurance Co.Ltd. v. B. Rama Goud**<sup>3</sup> wherein it was held that as per Section 173 of the Motor Vehicles Act, 1988, a person aggrieved by an award of a Claims Tribunal can prefer an appeal to the High Court. In the said case, claimant filed a claim petition seeking compensation of Rs.2,50,000/- against the respondents therein jointly and severally. The Tribunal awarded Rs.2,50,000/- to the claimant after holding on all the issues in favour of the claimant. It was further held that when the claimant was awarded the compensation sought and when no finding is against him, claimant cannot be said to be a 'person aggrieved' by the award passed by the Tribunal and so on that ground only, the appeal preferred by the claimant is liable to be dismissed and accordingly, dismissed the said appeal.

16. On the other hand, learned counsel for the claimants would contend that the Tribunals and High Courts are having power to award just and fair compensation. He relied upon the decisions of the Apex Court in **Ramla v. National Insurance Company Limited**<sup>4</sup> and also the Larger Bench of the High Court of Judicature for the States of Telangana and Andhra Pradesh at Hyderabad in **Adam Indur Muttemma v. Rathod Reddia**<sup>5</sup>. Learned counsel further would contend that the Tribunals and this Court are having power to award just and fair compensation to the claimants basing on the principle

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<sup>3</sup> 2004 (5) ALT 315

<sup>4</sup> (2019) 2 SCC 192

<sup>5</sup> (2015) ACJ 2414



held by the Apex Court on various issues such as loss of estate, funeral expenses, consortium, love and affection, multiplier, addition, future prospectus etc. It is also relevant to note that the Apex Court in **Ranjana Prakash v. The Divisional Manager**<sup>6</sup> held that when an appeal is filed challenging the quantum of compensation, irrespective of who files the appeal, the appropriate course for the High Court is to examine the facts and by applying the relevant principles, determine the just compensation. In view of the principle held in the above referred cases, the contention of the insurer that the claimants are not the aggrieved persons, cannot be accepted. Moreover the Motor Vehicles Act is a beneficial legislation, benefit should be given to the injured/legal representatives of the deceased who died in an accident.

17. Therefore, in view of the said principle held by the Apex Court in **Ramla's** case (4 supra) and in **Rajanna Prakash's** case (6 supra), and also the Full Bench of this Court in **Adam's** case (5 supra), this Court is having power to award just and fair compensation to the claimants. Therefore, the principle held in **B. Rama Goud's** case (3 supra), relied on by the Insurer, is not applicable to the facts of the present case.

18. In the present case, though the claim was for Rs.10,00,000/-, the Tribunal has awarded Rs.11,32,000/- to the

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<sup>6</sup> 2011(14)SCC 639

claimants. The claimants preferred appeal i.e. MACMA No.2946 of 2014 on the ground that Tribunal did not award any amount towards future prospects of the deceased, love and affection, loss of estate and loss of consortium. Therefore, according to the learned counsel for the claimants, the claimants are entitled for the said amounts.

19. It is contended by the claimants that the deceased was aged 49 years as on the date of accident and used to work as Supervisor in R.A.U.'s Constructions Pvt. Ltd. The deceased used to earn an amount of Rs.10,500/- per month. To prove that the deceased was aged 49 years as on the date of accident, the claimants did not file any document. However, in Ex.A3 – PME report, the age of the deceased is mentioned as 49 years. Basing on Ex.A3 – PME report, the Tribunal has taken the age of the deceased as 49 years as on the date of accident. There is no contra evidence adduced by the Insurer with regard to the age of the deceased and hence, the age of the deceased can be considered as 49 years. There is no error in the finding of the Tribunal with regard to considering the age of the deceased as 49 years at the time of accident.

20. Coming to the monthly earning capacity of the deceased, the claimants contended that the deceased used to work in R.A.U.'s Constructions Pvt. Ltd., and used to earn Rs.10,500/- per month. They have examined PW.3 –T.S.N. Sarma, Manager of the said Company and also filed Ex.A6 – Salary certificate of the deceased in support of their contention. E.X-3 – salary vouchers (4 in number) are

marked through Court. In Ex.A6 – salary certificate, the salary of the deceased is mentioned as Rs.10,500/- per month. Ex.A6 was issued by the General Manager of the said R.A.U.'s Constructions Pvt. Ltd. As per Ex.A6, the deceased worked as Supervisor with the said company from October 2008 till the date of accident i.e. 13.02.2009. They used to pay a consolidated salary of Rs.10,500/- per month to the deceased. Ex.A6 is supported by the evidence of PW.3 – Manager of the said R.A.U.'s Constructions Pvt. Ltd. Ex.X-1 is the authorization letter given by the General Manager of the said company authorizing PW.3 to depose in OP No.1396 of 2009 and Ex.A2 is the identity card of PW.3. Ex.X-3 is the debit vouchers and pay slips of the deceased. Even as per Ex.X-3, the deceased used to get an amount of Rs.10,500/- per month towards salary for the months of October, November, December 2008 and January 2009.

21. As stated above, the claimants filed Ex.A6 – salary certificate and Ex.X-3 salary vouchers and also examined PW.3 – Manager of the R.A.U.'s Construction Pvt. Ltd., to prove that the deceased used to get an amount of Rs.10,500/- towards monthly salary. The Insurer did not examine any witness and did not file any document. The Insurer failed to elicit anything contra during the cross-examination of PW.3 and failed to disprove Ex.A6 – salary certificate and Ex.X-3 – salary vouchers. In view of the same and on the analysis of the evidence adduced by the claimants both oral and documentary, the Tribunal has considered the monthly earning

capacity of the deceased as Rs.10,500/-. There is no error in the said finding of the Tribunal.

22. The age of the deceased was 49 years at the time of accident and the appropriate multiplier for the said age is '13' as per the principle in **Sarla Verma's** case (2 supra). The Tribunal has rightly applied the multiplier '13'. There are three dependants on the deceased. Therefore, 1/3<sup>rd</sup> of income of the deceased has to be deducted towards his personal expenses. The Tribunal has rightly deducted the personal expenses of the deceased. After applying the multiplier and after deducting 1/3<sup>rd</sup> of the income of the deceased towards his personal expenses, the loss of dependency comes to Rs.10,92,000/- (Rs.10,500/- x 12 x 13 = Rs.16,38,000 minus 1/3<sup>rd</sup> of Rs.16,38,000/-).

23. An addition of 30% of the actual income of the deceased has to be awarded to the claimants as per the principle held by the Apex Court **National Insurance Company Limited v. Pranay Sethi**<sup>7</sup> for the age group of 40 - 50 years and the same would work out to Rs.3,27,600/- (30% of Rs.10,92,000/-).

24. As per the principle held by the Apex Court in **Magma's** case (1 supra), the 1<sup>st</sup> claimant – wife, 2<sup>nd</sup> claimant – son and the 3<sup>rd</sup> claimant – mother of the deceased are entitled for Rs.40,000/- each towards spousal, parental and filial consortium, respectively.

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<sup>7</sup>. (2017) 16 SCC 680

25. The claimants have claimed Rs.10,000/- towards medical expenses. According to them, the deceased was shifted to Remedy Hospital immediately after the accident and while undergoing treatment, he succumbed to the injuries on 14.02.2009 at about 4.15 a.m. They have filed Ex.A7 – receipt issued by the Remedy Hospital to show that they have paid an amount of Rs.10,000/- towards treatment of the deceased. The Insurer failed to disprove Ex.A7 and payment of Rs.10,000/- by the claimants to Remedy hospital towards treatment of the deceased. Therefore, the claimants are entitled for the said amount of Rs.10,000/-. The Tribunal, on consideration of Ex.A7, had rightly awarded Rs.10,000/- to the claimants towards the medical expenses of the deceased.

26. As per the principle held by the Apex Court in **Pranay Sethi's** case (6 supra), the claimants are entitled to Rs.15,000/- towards funeral expenses and Rs.15,000/- towards loss of estate. The claimants are further entitled to an amount of Rs.5,000/- towards transportation and Rs.1,000/- towards damage to clothes.

27. Thus, in all, the claimants are entitled to Rs.15,85,600/- (Rupees Fifteen lakhs eighty five thousand and six hundred only) as compensation under the following heads:

i)	Loss of dependency/contribution to family	..	Rs.10,92,000/-
ii)	Future prospects to an extent of 30%	..	Rs.3,27,600/-
iii)	Spousal Consortium	..	Rs.40,000/-
iv)	Parental consortium	..	Rs.40,000/-
v)	Filial consortium	..	Rs.40,000/-
vi)	Medical expenses	..	Rs.10,000/-
vii)	Funeral expenses	..	Rs.15,000/-

viii)	Loss of estate	..	Rs.15,000/-
ix)	Transportation	..	Rs.5,000/-
x)	Damage to clothes	..	Rs.1,000/-
			-----
	Total compensation	..	Rs.15,85,600/-
			-----

28. Coming to the rate of interest, the Tribunal has awarded interest at 6% per annum on the compensation awarded by it, which is on lower side. The accident was occurred on 13.02.2009. This Court is consistently awarding 7.5% interest on the compensation. Therefore, the claimants are entitled for interest @ 7.5% per annum on the above said compensation amount.

29. Accordingly, the said amount of Rs.15,85,600/- (Rupees Fifteen lakhs eighty five thousand and six hundred only) is awarded as compensation which is just and reasonable with interest at 7.5% per annum thereon. As stated supra, this Court is having power to grant just and reasonable compensation to which the claimants (appellants in MACMA No.2946 of 2014) are entitled as held by the Apex Court in **Ramla's** case (4 supra), **Ranjana Prakash's** case (6 supra) and the Full Bench of the High Court of Judicature at Hyderabad for the States of Telangana and Andhra Pradesh in **Adam's** case (5 supra).

30. In the result, the MACMA No.2946 of 2014 is allowed in part and MACMA No.1228 of 2016 is dismissed. The order and decree dated 13.09.2011 in OP No.1396 of 2009 passed by the III Additional Chief Judge, City Civil Court, Hyderabad, are modified enhancing the compensation to Rs.15,85,600/- (Rupees Fifteen lakhs



eighty five thousand and six hundred only) from Rs.11,32,000/- (Rupees Eleven lakhs and thirty two thousand only) with interest at 7.5% per annum thereon, from the date of petition till realization, except the period of delay i.e. 257 days in filing the appeal. The respondents in MACMA No.2946 of 2014 i.e. owner and Insurer of the offending vehicle are jointly and severally liable to pay the said compensation. The claimants are directed to pay the deficit court fee within one month from the date of receipt of certified copy of this judgment. The compensation amount shall be apportioned among the claimants in the same proportion in which original compensation amounts were directed to be apportioned by the Tribunal. As far as loss of consortium amounts are concerned, the respective claimants alone are entitled to receive from out of the above said total compensation. The respondents in MACMA No.2946 of 2014 i.e. owner and Insurer of the offending vehicle are directed to deposit the above said amount with interest and costs, after deducting the amount which was already deposited, within one month from the date of receipt of certified copy of this judgment. However, there shall be no order as to costs.

As a sequel, Miscellaneous Applications, if any, pending in the appeals shall stand closed.

//TRUE COPY//

Sd/-I.NAGA LAKSHMI  
ASSISTANT REGISTRAR  
SECTION OFFICER

To,

1. The Chairman, Motor Accidents Claims Tribunal-Cum-III Additional Chief Judge, City Civil Court, Hyderabad (With Records).
2. One CC to Sri T.Mahender Rao, Advocate (OPUC)
3. One CC to Sri K.Hari Mohan Reddy, Advocate (OPUC)
4. Two CD Copies

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HIGH COURT

KL,J

DATED:30/06/2020

COMMON JUDGMENT

M.A.C.M.A.No.2946 of 2014 AND 1228 OF 2016



ALLOWING THE M.A.C.M.A.No.2946 of 2014  
AND DISMISSING THE M.A.C.M.A.No.1228 of 2016  
WITHOUT COSTS.

(5) VLV  
13/7/20

**HIGH COURT FOR THE STATE OF TELANGANA  
AT HYDERABAD**

TUESDAY, THE THIRTIETH DAY OF JUNE  
TWO THOUSAND AND TWENTY

**PRESENT**

**THE HONOURABLE SRI JUSTICE K.LAKSHMAN**

**M.A.C.M.A.NO. 2946 OF 2014 AND 1228 OF 2016**

**M.A.C.M.A.No.2946 of 2014**

**Between:**

1. M. Padmaja, W/o Late Deviprasad Aged about 47 yrs, Occ: Housewife
  2. M.Sumanth, S/o Late Deviprasad Aged about 29 yrs, Occ: Nil
  3. M.Bharathi Savithri Devi, W/o Late Subba Rao aged 70 years
- All are R/o Plot no.117, MIG II, IXth Phase, KPHB Colony, Kukatpally, Hyderabad

**...APPELLANTS**

**AND**

1. Konda Sambhi Reddy, S/o Seshi Reddy Aged Major Occ: Business, R/o D-No.4-1-2, Chivaluru (Post), Kollipara Mandal, Guntur Dist.
2. IFFCO Tokio General Insurance Company Ltd., Rep. by its Manager, Uma Chambers, Nagarjuna circle, Panjagutta, Hyderabad.

**...RESPONDENTS**

**M.A.C.M.A.No.1228 of 2016**

**Between:**

IFFCO Tokio General Insurance Company Ltd., Rep. by its Manager, Uma Chambers, Nagarjuna circle, Panjagutta, Hyderabad.

**....APPELLANT/RESPONDENT NO.2**

**AND**

1. M. Padmaja, W/o Late Deviprasad Aged about 46 yrs, Occ: Housewife
  2. M.Sumanth, S/o Late Deviprasad Aged about 28 yrs, Occ: Nil
  3. M.Bharathi Savithri Devi, W/o Late Subba Rao aged 71 years
- All are R/o Plot no.117, MIG II, IXth Phase, KPHB Colony, Kukatpally, Hyderabad

**...RESPONDENTS/PETITIONERS**

4. Konda Sambhi Reddy, S/o Seshi Reddy Aged Major Occ: Business, R/o D-No.4-1-2, Chivaluru (Post), Kollipara Mandal, Guntur Dist-522 304 A.P

**...RESPONDENT/RESPONDENT NO.1**

These Appeals Under Section 173 of M.V.Act against the Order and Decree made in O.P.No.1396 of 2009 dated 13.09.2011 on the file of the Court of the Chairman, Motor Accidents Claims Tribunal-Cum-III Additional Chief Judge, City Civil Court, Hyderabad.

These appeals are coming on for hearing and upon perusing the Memorandum of Appeal, the orders of the Lower Court and the material papers in the case, and upon hearing the arguments of Sri K.Harimohan Reddy, Advocate for the Appellants in M.A.C.M.A.No.2946 of 2014 and Respondent Nos.1 to 3 in M.A.C.M.A.No.1228 of 2016 and Sri T.Mahender Rao, Advocate for R2 in M.A.C.M.A.No.2946 of 2014 and the appellant in M.A.C.M.A.No.1228 of 2016.

This Court doth Order and Decree as follows :

1. That the M.A.C.M.A.No.2946 of 2014 is partly allowed and the M.A.C.M.A.No.1228 of 2016 be and here by is dismissed.

2. That the Order and Decree passed in O.P.No.1396 of 2009 dated 13.09.2011 by the III Additional Chief Judge, City Civil Court, Hyderabad be and hereby are modified.
3. That the amount of compensation awarded by the tribunal be and hereby is enhanced from Rs.11,32,000/- (Rupees Eleven Lakhs Thirty Two thousand only) to Rs.15,85,600/- (Rupees Fifteen Lakhs Eighty five thousand six hundred only) with interest at 7.5% per annum thereon, from the date of petition till realization, except the period of delay i.e. 257 days in filing the appeal.
4. That the respondents in M.A.C.M.A.No.2946 of 2014 i.e., owner and insurer of the offending vehicle are jointly and severally liable to pay the said compensation.
5. That the claimants be and hereby are directed to pay the deficit court fee within one month from the date of receipt of certified copy of this Judgment.
6. That the compensation amount shall be apportioned among the claimants in the same proportion in which original compensation amounts were directed to be apportioned by the Tribunal.
7. That as far as loss of consortium amounts are concerned, the respective claimants alone are entitled to receive from out of the above said total compensation.
8. That the respondents in M.A.C.M.A.No.2946 of 2014 i.e. owner and insurer of the offending vehicle are directed to deposit the above said amount with interest and costs, after deducting the amount which was already deposited, within one month from the date of receipt of certified copy of this Judgment; and
9. That there be no order as to costs in these appeals.

Sd/-I.NAGA LAKSHMI  
ASSISTANT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. The Chairman, Motor Accidents Claims Tribunal-Cum-III Additional Chief Judge, City Civil Court, Hyderabad
2. Two CD Copies

ks





HIGH COURT

KL,J

DATED:30/06/2020

DECREE

M.A.C.M.A.No.2946 of 2014 AND 1228 OF 2016

ALLOWING THE M.A.C.M.A.No.2946 of 2014  
AND DISMISSING THE M.A.C.M.A.No.1228 of 2016  
WITHOUT COSTS.

(3) VLV  
13/7/20