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2024:CGHC:38487

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

MAC No. 981 of 2016

Reserved on 25.09.2024

Delivered on 30.09.2024

1. Smt. Radha Bai W/o Late Bhakt Prahalad, Aged About 27 Years
R/o Village Ghutku, Nayapara, Police Station Gariyaband, District
Raipur, Chhattisgarh
2. Ku. Devhuti D/o Late Bhakt Prahalad, Aged About 10 Years,
Minor (Wrongly Stated As 1 And 2 In The Impugned Award)
Represented Through Mother Smt. Radha Bai W/o Late Bhakt
Prahalad, R/o Village Ghutku, Nayapara, Police Station
Gariyaband, Tahsil Gariyaband, District Raipur, Chhattisgarh
3. Ku. Tijeshwari D/o Late Bhakt Prahalad, Aged About 8 Years
Minor (Wrongly Stated As 1 And 2 In The Impugned Award)
Represented Through Mother Smt. Radha Bai, W/o Late Bhakt
Prahlad, R/o Village Ghutku, Nayapara, Police Station
Gariyaband, Tahsil Gariyaband, District Raipur, Chhattisgarh
4. Sunder Dhruv S/o Late Keju Ram Dhruv, Aged About 53 Years
R/o Chunkara, Tahsil, Post & District Durg, Chhattisgarh

---- Appellants

versus

1. Laxmikant Sahu S/o Shivkumar Sahu, Occupation Driver, R/o
Village Aasra, Police Station Rajim, District Raipur,
Chhattisgarh.....**Driver**
2. Mohammad Asraf S/o Abdul Sattar, Aged About 55 Years R/o
Ricemill, Opposite Petrol Pump, Gariyaband, Tahsil And District
Gariyaband, Chhattisgarh.....**Owner**

3. Manager, United India General Insurance Company Limited, Krishna Complex, 2nd Floor, Kutchery Chowk, Raipur, Tahsil And District Raipur, Chhattisgarh...**Insurer** Of Vehicle No. C G 04 D 9013

---- Respondents

MAC No. 982 of 2016

Smt. Radha Bai W/o Late Bhakt Prahalad, Aged About 27 Years
R/o- Village- Ghutku, Nayapara, Police Station- Gariyaband,
Tahsil- Gariyaband, District- Raipur, Chhattisgarh

----Appellant

Versus

1. Laxmikant Sahu S/o Shivkumar Sahu, Occupation- Driver, R/o- Village- Aasra, Police Station- Rajim, District- Raipur, Chhattisgarh,.....**Driver**
2. Mohammad Asraf S/o Abdul Sattar, Aged About 55 Years R/o- Ricemill, Opposite Petrol Pump, Gariyaband, Tahsil And District- Gariyaband, Chhattisgarh.....**Owner**
3. Manager, United India General Insurance Company Limited, Krishna Complex, 2nd Floor, Kutchery Chowk, Raipur, Tahsil And District- Raipur, Chhattisgarh **Insurer** Of Vehicle No. Cg-04-D / 9013

---- Respondents

For Appellant/Claimants	: Mr. Siddharth Rathod, Advocate
For Respondent No.1/Driver	: Mr. Rajesh Kumar Tiwari, Advocate
For Respondent No.2/Owner	: Mr. Raj Kumar Pali, Advocate
For Respondent no.3/Insurer	: Mr. Dashrath Gupta, Advocate

MAC No. 1125 of 2016

United India Insurance Company Limited Through Its Divisional Manager, Divisional Office-Krishna Complex, 2nd Floor, Kutchery Chowk, Raipur, District- Raipur, Chhattisgarh

----Appellant

Versus

1. Smt. Radha Bai Wd/o Bhakt Prahlad, Aged About 27 Years R/o- Village- Ghutku, Nayapara, P.S.- Gariyaband, Tahsil- Gariyaband, District- Gariyaband, Chhattisgarh
2. Ku. Devhuti D/o Late Bhakt Prahlad, Aged About 10 Years Minor Through Mother Smt. Radha Bai Respondent No.1, R/o- Village- Ghutku, Nayapara, P.S.- Gariyaband, Tahsil- Gariyaband, District- Gariyaband, Chhattisgarh
3. Ku. Tijeshwari D/o Late Bhakt Prahlad, Aged About 8 Years Minor Through Mother Smt. Radha Bai Respondent No.1, R/o- Village- Ghutku, Nayapara, P.S.- Gariyaband, Tahsil- Gariyaband, District- Gariyaband, Chhattisgarh
4. Sundar Dhruv S/o Late Keju Ram Dhruv, Aged About 53 Years R/o- Chunkara, Tahsil, P.O. And District- Durg, Chhattisgarh
5. Laxmikant Sahu S/o Shivkumar Sahu, Occupation- Driver, R/o- Village- Aasara, P.S.- Rajim, District- Gariyaband, Chhattisgarh
6. Mohammad Asaraf S/o Abdul Sattar, Aged About 55 Years R/o- Rice Mill, In Front Of Petrol Pump, Gariyaband, Tahsil- Gariyaband, District- Gariyaband, Chhattisgarh

---- Respondents

MAC No. 1126 of 2016

United India Insurance Company Limited Through Its Divisional Manager, Divisional Office- Krishna Complex, 2nd Floor, Kutchery Chowk, Raipur, District- Raipur, Chhattisgarh

----Appellant

Versus

1. Smt. Radha Bai Wd/o Bhakt Prahlad, Aged About 27 Years Village- Ghutku, Nayapara, P.S.- Gariyaband, Tahsil- Gariyaband, District- Gariyaband, Chhattisgarh
2. Laxmikant Sahu S/o Shivkumar Sahu, Occupation- Driver, R/o- Village- Aasara, P.S.- Rajim, District- Gariyaband, Chhattisgarh
3. Mohammad Asaraf S/o Abdul Sattar, Aged About 55 Years R/o- Rice Mill, In Front Of Petrol Pump, Gariyaband, Tahsil-

Gariyaband, District- Gariyaband, Chhattisgarh

---- Respondents

For Appellant/Insurer	: Mr. Dashrath Gupta, Advocate
For Respondent/claimants	: Mr. Siddharth Rathod, Advocate
For Respondent/Driver	Mr. Rajesh Kumar Tiwari, Advocate
For Respondent/Owner	: Mr. Raj Kumar Pali, Advocate

(Hon'ble Shri Justice Sanjay Kumar Jaiswal, J.)

CAV ORDER

1. Since these four appeals have arisen out of award dated 30.04.2016 passed by 5th Additional Motor Accident Claims Tribunal, Raipur, Chhattisgarh in Claim Case Nos. 50/2013 & 51/2013, they are being disposed of by this common order.
2. MAC Nos.981/2016 & 982/2016 have been preferred by the claimants for enhancement of compensation awarded in Claim Case Nos. 50/2013 & 51/2013 respectively. MAC Nos.1125/2016 & 1126/2016 have been preferred by the Insurance Company against the award passed in Claim Case Nos.50/2013 & 51/2013 respectively praying for exonerating from the liability of payment of compensation.
3. The facts necessary for disposal of these four appeals, in short, are that on 01.11.2010 at about 1:10 p.m., deceased Bhakt Prahlad was coming towards Gariaband with his daughter Kumari Dileshwari sitting in front of the bicycle and his wife Smt. Radha Bai sitting behind in the bicycle. It is alleged that respondent Laxmikant Sahu driving the offending vehicle i.e. truck bearing registration No.CG 04 D 9013 in a rash and negligent manner hit them very hard, as a result of which, Bhakt Prahlad and his daughter Kumari Dileshwari died on the spot and his wife Smt. Radha Bai fell away due to the jolt. Upon report being made in this regard, crime was registered against driver Laxmikant Sahu at PS Gariyaband,

District Raipur.

4. In Claim Case No.50/2013, it was claimed that at the time of accident, deceased Bhakt Prahalad was aged about 32 years and was working as a mason. Apart from this, he used to work in Tendu leaf godown and earn Rs.250 per day. Due to the casual death of Bhakt Prahalad, there is an irreparable loss to the claimants who are the wife, children & father of the deceased. Therefore, the claimants preferred an application before the Tribunal claiming total compensation of Rs.22,25,000/-.
5. Learned Tribunal, after considering the evidence and documents brought on record, assessed the income of the deceased at Rs.3,000 per month i.e. Rs.36,000 per annum. 50% of the income i.e. Rs.18,000 was added for future prospects and after adding, the amount became Rs.54,000. Since there were 4 claimants, 1/4th of the income was deducted towards personal expenses. After deduction, the amount comes to Rs.40,500/-. Considering the age of deceased Bhakt Prahalad, multiplier of 16 was applied and the total loss of dependency worked out to Rs.6,48,000/-. In addition, Rs.90,000/- has been awarded under other heads. Accordingly, the Claims Tribunal has awarded total compensation of Rs.7,38,000/- in favour of claimants with interest @ 6% per annum, from the date of application till its realization. Hence, MAC No.981/2016 is for enhancement.
6. In Claim Case No.51/2013, it was claimed that at the time of accident deceased Kumari Dileshwari was aged about 7 years. Due to the casual death of Kumari Dileshwari, there is an irreparable loss to the claimant who is the mother of the deceased. Therefore, the claimant preferred an application before the Tribunal claiming total compensation of Rs.6,25,000/-.
7. Learned Tribunal, after considering the evidence and documents brought on record, held the age of the deceased at the time of the

accident to be 4 years. The Tribunal has assessed an estimated income of the deceased to be Rs.30,000 per annum. Considering the age of the parents of the deceased, multiplier of 16 was applied and the total compensation worked out to Rs.4,80,000/-. In addition, Rs.30,000/- has been awarded under other heads. Accordingly, the Claims Tribunal has awarded total compensation of Rs.5,10,000/- in favour of claimant with interest @ 6% per annum, from the date of application till its realization. Hence, MAC No.981/2016 is for enhancement.

8. The Tribunal has concluded in issue No.2 that the driver of the offending vehicle Laxmikant Sahu had a valid and effective driving licence. On consideration of the evidence, it was found that in the seizure memo of the criminal case, driver's licence No. L/4860/R is stated to have been seized, which was in the name of Laxmikant Sahu. Its photocopy was enclosed in the record. For evaluation of the validity, the register of the above mentioned licences was called for by the appellant insurance company from the Regional Transport Office, Raipur, which was produced by R. K. Khalkho (Assistant Grade III), according to which, it was found that the driving licence at the above mentioned number was not issued in the name of Laxmikant Sahu, but was issued in the name of some other L. A. Ansari. The Tribunal has also found that the insurance company has not produced any evidence to prove that the registered owner of the vehicle has intentionally violated the conditions of the insurance policy. The Tribunal held that before getting the driving licence verified from the Regional Transport Office, it could not have been known that the said driving licence was fake. Therefore, the negligence of the registered owner was not considered and the insurance conditions were also not found to have been violated. This conclusion of the Tribunal has been challenged by the appellant insurance company in their appeals.

MAC Nos. 1125/2016 & 1126/2016

9. The Insurance Company has filed both these appeals challenging firstly the liability part and secondly the quantum part of the impugned awards.
10. So far as the **liability** is concerned, learned counsel for the appellant insurance company argues that first of all the registered owner of the vehicle should establish that he has got the vehicle driven by a driver having a valid driving licence. Only after this is established, the burden of proof will be upon the insurance company that the insurance conditions have been violated in driving the vehicle. In support of his argument, the insurance company placed reliance on the judgment of the Hon'ble Supreme Court in the case of **Pappu and Others Vs. Vinod Kumar Lamba and Another** reported in **2018 (3) SCC. 208**. In the said case, the Apex Court has expressed its concept in paragraphs-12 & 13 in respect of the burden of proof regarding a valid license, which is as follows:

"12. This Court in the case of National Insurance Co. Ltd. Vs. Swaran Singh and Ors., (2004) 3 SCC 297, has noticed the defences available to the Insurance Company under Section 149(2)(a)(ii) of the Motor Vehicles Act, 1988. The Insurance Company is entitled to take a defence that the offending vehicle was driven by an unauthorised person or the person driving the vehicle did not have a valid driving licence. The onus would shift on the Insurance Company only after the owner of the offending vehicle pleads and proves the basic facts within his knowledge that the driver of the offending vehicle was authorised by him to drive the vehicle and was having a valid driving licence at the relevant time.

13. In the present case, the respondent No.1 owner of the offending vehicle merely raised a vague plea in the Written Statement that the offending vehicle DIL-5955 was being driven by a person having valid driving licence. He did not disclose the name of the driver and his other details. Besides, the respondent No.1 did not enter the witness box or examine any witness in support of this plea. The respondent No.2 Insurance

Company in the Written Statement has plainly refuted that plea and also asserted that the offending vehicle was not driven by an authorised person and having valid driving licence. The respondent No.1 owner of the offending vehicle did not produce any evidence except a driving licence of one Joginder Singh, without any specific stand taken in the pleadings or in the evidence that the same Joginder Singh was, in fact, authorised to drive the vehicle in question at the relevant time. Only then would onus shift, requiring the respondent No.2 Insurance Company to rebut such evidence and to produce other evidence to substantiate its defence. Merely producing a valid insurance certificate in respect of the offending Truck was not enough for the respondent No.1 to make the Insurance Company liable to discharge his liability arising from rash and negligent driving by the driver of his vehicle. The Insurance Company can be fastened with the liability on the basis of a valid insurance policy only after the basic facts are pleaded and established by the owner of the offending vehicle - that the vehicle was not only duly insured but also that it was driven by an authorised person having a valid driving licence. Without disclosing the name of the driver in the Written Statement or producing any evidence to substantiate the fact that the copy of the driving licence produced in support was of a person who, in fact, was authorised to drive the offending vehicle at the relevant time, the owner of the vehicle cannot be said to have extricated himself from his liability. The Insurance Company would become liable only after such foundational facts are pleaded and proved by the owner of the offending vehicle.”

11. On the other hand, learned counsel for the owner of the vehicle has argued that if the driver's license does not appear to be illegal or forged at first sight, the vehicle owner cannot be held guilty of negligence. In this case also, the driver's license which is said to have been seized in the criminal case was in the name of driver Laxmikant, therefore, the registered owner of the vehicle cannot be held guilty of negligence. Hence, the insurance company will be responsible. He placed reliance on the decision of the Division Bench of this Court in the matter of **National Insurance Company Limited and others Vs. Lebho Mahanand and others, 2010 (1) ACCD, 190 (CG)**. In the said judgment, the Division Bench of this

Court has determined the burden of proof in relation to driving a vehicle under a valid driving license or violation of insurance conditions in clause 12 as follows.

“12. In the present cases, the Insurance Company, by way of evidence of N.A.W. 1, has brought on record that the licence said to be held by the driver of the Truck was a fake licence as on their enquiry it was found that the said licence was never issued from the concerned licensing authority, Kanpur (U.P.). We have seen the photocopy of the licence has been shown to be issued in Form-6 under the concerned Rule 16(1). It also bears the photograph of the driver at the appropriate place and illegible signatures with dates shown to the that of the licensing authority. This licence was shown to be issued for driving light motor vehicle, medium goods vehicle and heavy goods vehicle and it was further shown to be lastly renewed upto 16th November, 1994. Even assuming that it was a fake licence, but the insurance company did not discharge its burden by proving that the insured was guilty of negligence and he failed to exercise reasonable care in the matter of fulfilling the conditions of the policy regarding use of vehicle by duly licensed driver. We presume that the said licence must have been produced before the owner and by exercising reasonable care, the owner must have handed over the vehicle to the driver taking into consideration that he was having a valid driving licence. If the alleged licence would not have been in statutory proforma or it would be showing some irregularity on the face of it, or there would have been some indication of the fake character of the licence in its appearance which a normal man must notice after seeing the licence in first sight or by applying his common sense with due diligence, then only it would be said that the insured was guilty of negligence and he failed to exercise reasonable care in the matter of fulfilling the condition of the policy regarding use of vehicle by a duly licensed driver. But nothing as above could be brought on record. Even the witness of the Insurance Company A. Kujur (N.A.W. 1) categorically admitted vide Para 4 of his evidence (on a question by the Presiding Officer of the Tribunal) that "before receiving the letters Ext. D-2 & Ext. D-3, which relate to the verification regarding validity of the driving licence, it was not possible to say that the licence was a fake driving licence". This shows that even the Insurance people could not say that it was a fake licence on the

face of it. It is for all these reasons, the Tribunal held that the Insurance Company was liable to pay compensation in the matters and the same cannot be exonerated. In the facts, and circumstances of the case, we do not find any fault in such approach of the Tribunal. The arguments advanced by the learned Counsel for the appellants/Insurance Company, therefore, cannot be sustained."

- 12.** Learned counsel for the claimants submits that the finding of the Tribunal regarding liability is proper and does not require any interference. However, learned counsel for the claimants prays for issuance of an order of "pay and recover" in case breach of insurance conditions is found by this Court.
- 13.** Heard learned counsel for the parties and perused the record.
- 14.** If we consider the case in hand in the light of the arguments of the parties and the judgments cited, it is clear that a joint written statement had been submitted by the driver and the registered owner of the offending vehicle. There is no clear mention in the said written statement as to whether that driver had a valid driving license or not. In the written statement, the defence taken is basically that no accident took place with the offending vehicle, and they have been implicated in a false case. No evidence was presented on behalf of the driver or the registered owner. The claimant party submitted the certified copy of the documents of the criminal case, in which it was found from the seizure Exhibit P-7 that the duplicate driving license of the driver was seized. When the validity of that license was investigated by the insurance company, it was found that the said license number was not issued in the name of driver Laxmikant from the Regional Transport Office, but was issued in the name of someone else. Thus, the license was found to be a fake license.
- 15.** The registered owner of the vehicle has neither made any statement as to who was the driver at the time of the accident nor has made any clear statement that the driver had a valid license at

the time of the accident. The driver of the offending vehicle Laxmikant and the registered owner Mohammed Ashraf have not even come in the witness box and they have not established that while hiring the driver to drive the offending vehicle, the owner of the vehicle had taken care to ensure that the driver was a valid license holder.

16. Thus, in the absence of the statement or evidence of the vehicle owner, it has not been proved that the owner had taken sufficient care and appointed Laxmikant as the driver after finding him to be a valid driving license holder. In this situation, the registered owner would not get the benefit of the judgment relied upon by him in the case of *Lebho Mahanand* (supra).
17. In the light of the concept expressed by the Hon'ble Apex Court in the case of *Pappu* (supra), it is found that the registered owner of the offending vehicle had not taken adequate care at the time of appointing the driver to ensure that the driver was a valid license holder. Therefore, the registered owner is found to have been negligent in appointing the driver of the offending vehicle. Thus, it is proved that the insurance conditions have been violated as the license of the driver has been found to be fake.
18. Therefore, the argument of the insurance company regarding breach of insurance conditions is found to be acceptable. The conclusion of the Tribunal that the breach of insurance conditions has not been proved is not sustainable. Hence, the insurance company is exonerated from its liability after finding the violation of insurance conditions.
19. As regards **quantum part**, in a motor accident claim case, what is important is that the compensation to be awarded by the Courts/Tribunals should be just and proper compensation in the facts and circumstances of the case. It should neither be a meager amount of compensation, nor a Bonanza.

20. Now this Court shall examine as to whether the compensation awarded by the Tribunal in MAC Nos.981/2016 & 982/2016 is just and proper in the given facts and circumstances of the case.

MAC No.981 of 2016

21. Learned counsel for the claimants submits that the income of deceased Bhakt Prahlad assessed by the Tribunal is on the lower side and the same needs to be enhanced. He next submits that the amount awarded under other heads is also on the lower side and needs to be enhanced suitably.
22. On the other hand, learned counsel for the Insurance Company submits that the Tribunal has added 50% of the income towards future prospects whereas it should be 40% and based on which the calculation made by the Tribunal is excessive which needs to be reduced.
23. Learned Tribunal has assessed the income of deceased Bhakt Prahladat at Rs.3,000/- per month as no documentary evidence regarding income of the deceased has been brought on record. The accident occurred on 01.11.2010 and as per the notification by Labour Department, the minimum wages of even an unskilled labour at that point of time was Rs.3926. Hence, the income of the deceased is assessed at Rs.3926 per month as minimum wages at that time instead of Rs.3000 as held by the Tribunal. Accordingly, the annual income comes to Rs.47112. The Tribunal has added 50% of the income towards future prospects whereas in the light of the judgment of Hon'ble Supreme Court in the case of **National Insurance Company Ltd., Vs. Pranay Sethi and Others, (2017) 16 SCC 680**, the future prospects would be 40% of the income instead of 50% as wrongly held by the Tribunal. After adding 40% of the income for future prospects i.e. Rs.18844.8, the amount comes to Rs.65956.8. The deceased was aged about 32 years and

there are 4 claimants who are the wife, children and father of the deceased, so deduction towards personal expenses would be 1/4th of the income as rightly held by the Tribunal. After deduction of personal expenses, the amount comes to Rs.49467.6. In view of judgment of the Hon'ble Supreme Court in the case of **Sarla Verma (Smt.) and others vs. Delhi Transport Corporation and another** reported in **(2009) 6 SCC 121** and **National Insurance Company Ltd., Vs. Pranay Sethi and Others, (2017) 16 SCC 680** and also considering the age of the deceased, the multiplier would be 16 as rightly held by the Tribunal. After applying the said multiplier, the total loss of dependency works out to Rs.791481.6 (49467.6 x 16) in round figure Rs.7,91,482/-. The claimants are also entitled for Rs.15,000/- towards loss of estate and Rs.15,000/- for funeral expenses. As per '**Magma General Insurance Co. Ltd. Vs. Nanu,** reported in **AIR Online 2018 SC 189**, the claimants are further entitled for Rs.40,000/- each totalling Rs.1,60,000/- towards loss of spousal consortium and love and affection. Accordingly, the claimants would become entitled for total compensation in the following manner:-

Heads	Calculation
Compensation towards dependency	7,91,482
For loss of estate	15,000
For consortium, love and affection to the claimants @ Rs. 40,000/- each	1,60,000
Funeral Expenses	15,000
Total compensation	Rs.9,81,482

24. Thus, the total compensation is recomputed as Rs.9,81,482/- from which after deduction of Rs.7,38,000/- as awarded by the Tribunal, the enhanced compensation would be Rs.2,43,482/-.
25. Accordingly, **MAC No.981/2016** preferred by the claimants is **partly allowed**. As a consequence, **MAC No.1125/2016** preferred by the Insurance Company also stands **partly allowed**. The claimants

shall be entitled for the enhanced amount of **Rs.2,43,482/-** in addition to what is already awarded by the Claims Tribunal. The enhanced amount will carry interest @ 6% per annum from the date of enhancement of the award till its realization.

MAC No.982 of 2016

26. Learned counsel for the claimants submits that the compensation awarded by the Tribunal in Claim Case No.51/2013 is on the lower side and needs to be enhanced. He relies upon a judgment of the Co-ordinate Bench of this High Court in the case of **Om Prakash Vs. Shilchand Pradhan & others** passed in **MAC No.767/2017** on 10.01.2024.
27. Insurance Company has filed MAC No.1126/2016 against the award passed in Claim Case No.51/2013 contending that the Tribunal has awarded excessive compensation in respect of death of a 4 year old minor child which needs to be reduced suitably.
28. In the case of **Puttamma and Others Vs. K. L. Narayana Reddy and Another** reported in **(2013) 15 SCC 45**, in respect of the demise of children up to age of 5 years, a fixed compensation of Rs.1,00,000 has been determined. In the matter of **National Insurance Company Ltd., Vs. Pranay Sethi and Others**, reported in **(2017) 16 SCC 680**, Hon'ble the Supreme Court has laid down the reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses at Rs. 15,000/-, Rs. 40,000/- and Rs. 15,000/- respectively. In view of the same, considering the facts of the case and also the age of the deceased who was about 4 years old at the time of accident, it would be appropriate to award an amount of Rs.2,50,000/- as compensation in favour of the claimant instead of Rs.5,10,000 as awarded by the Tribunal. The judgment relied upon by the claimant in the case of Om Prakash (supra), on the ground of difference in facts, would not be applicable in the present case.

29. Accordingly, **MAC No.982/2016** preferred by the claimant is **dismissed**. As a consequence, **MAC No.1126/2016** preferred by the Insurance Company stands **allowed**. The claimant Smt. Radha Bai in Claim Case No.51/2013 shall now be entitled for compensation of **Rs.2,50,000/-** instead of Rs.5,10,000 as awarded by the Tribunal.
30. So far as the prayer for issuing an order of “**pay and recover**” is concerned, in the present case, admittedly, the offending vehicle was insured with United India General Insurance Company Limited but due to breach of policy conditions, the insurance company has been exonerated. However, considering the principles laid down by the Hon’ble Supreme Court in the case of **Amrit Paul Singh & another. Vs. Tata AIG General Insurance Company Limited & others** reported in **(2018) 7 SCC 558** ordering the insurance company to pay first and then recover and also taking note of the facts and circumstances of the present case, particularly the fact that at the time of accident the vehicle was insured with insurance company, it is **directed** that the insurance company shall first pay the amount of compensation awarded to the appellant/claimants in both the claim cases and then jointly or severally recover the same from the driver and the registered owner of the offending vehicle.
31. In the result, **MAC Nos.981/2016** preferred by the claimants is **partly allowed** to the extent indicated herein-above whereas **MAC No.982/2016** preferred by the Claimant stands **dismissed** (the compensation awarded by the Tribunal has been reduced from Rs.5,10,000 to Rs.2,50,000). **MAC Nos.1125/2016 & MAC No.1126/2016** filed by the Insurance Company accordingly stand **disposed of** in the aforesaid terms.
32. The Registry is directed to communicate the claimants in writing “the enhanced amount” in the appeal as against the award made

by the Claims Tribunal. The said communication be made in Hindi (Deonagri) language and the help of paralegal workers may be availed with a co-ordination of Secretary, Legal Aid of the concerned area wherein the claimants reside.

Sd/-

(Sanjay Kumar Jaiswal)
Judge

Khatai