

IN THE HIGH COURT OF JHARKHAND AT RANCHI

M. A. No. 441 of 2015

- 1(a). Sakaldev Saw (aged about 44 years), son of Late Ganpat Saw,
1(b). Govind Saw (aged about 46 years), son of Late Ganpat Saw,
1(c). Indradev Saw (aged about 43 years), son of Late Ganpat Saw,
1(d). Punam Devi (aged about 44 years), daughter of Late Ganpat Saw and wife of Sri Bineshwar Saw,
All are Resident of village – Rupaidih, Post – Rupaidih, P.S. Birni, District – Giridih (Jharkhand State).

... Applicants (Claimants)/Appellants

Versus

1. Md. Arshad Parwej, son of Md. Hazi Isha, Resident of Khan Road, Ward no. 18, Pugmil, P.S. Hazaribagh Town, Post and District – Hazaribagh.
2. Ghan Shyam Ram, son of Budhan Ram, Resident of village: Jhinjhari, P.S. Hazaribagh Town, Post and District: Hazaribagh (Jharkhand State)
3. The Oriental Insurance Company Limited, Through Branch Manager, Hazaribagh Branch, Patna Ranchi - Hazaribagh Road, Post-Hazaribagh, P.S. Hazaribagh Town, District: Hazaribagh, Through, Divisional Office of the Company, The Oriental Insurance Company Limited, Through Divisional Manager, Divisional Office, Sector no. B-24, City Centre, Post & P.S.: Bokaro Steel City, District Bokaro (Jharkhand State)
4. Smt. Jamila Khatoon, wife of Ali Mohammad, Resident of At and Post: Isri Bazar, P.S. Nimiaghat, District: Giridih (Jharkhand State).
5. Md. Sabir Ansari, son of Ali Mohammad, Resident of At and Post: Isri Bazar, P.S. Nimiaghat, District: Giridih (Jharkhand State).
6. United India Insurance Company Limited, Through Branch Manager, Giridih Branch, P.S. Giridih Town, Post and District Giridih (Jharkhand State).

... Opposite Parties/Respondents

WITH

M. A. No. 32 of 2016

The Oriental Insurance Company Limited, through Branch Manager, Hazaribagh Branch, Patna Ranchi - Hazaribagh Road, P.O., P.S. and District Hazaribagh-825301, represented through its Sr. Divisional Manager, The Oriental Insurance Co. Ltd., D.O.-I, Ranchi Tiwary Enclave, Circular Road, P.O. and P.S. Lalpur, District Ranchi. (Insurer

of Pummy Bus No. JH-J02F-0577 vide Insurance Policy No. 4204 of the year 2006, w.e.f. 23.09.2005 to 22.09.2006).

.... Opposite Party No.3/Appellant

- Versus -

- 1(a). Sakaldev Saw (aged about 44 years), son of Late Ganpat Saw,
- 1(b). Govind Saw (aged about 46 years), son of Late Ganpat Saw,
- 1(c). Indradev Saw (aged about 43 years), son of Late Ganpat Saw,
- 1(d). Punam Devi (aged about 44 years), daughter of Late Ganpat Saw and wife of Sri Bineshwar Saw,

All are Resident of village – Rupaidih, Post – Rupaidih, P.S. Birni, District – Giridih (Jharkhand State).

.... Applicants(Claimants)/Respondents

2. Md Arshad Parwej, son of Md. Hazi Isha, Resident of Khan Road, Ward no. 18, Pugmil, P.S. Hazaribagh Town, P.O. and District – Hazaribagh (Owner of Pummy Bus No. JH-02F-0577

.... Opposite Party No.2/Respondent

3. Ghan Shyam Ram, son of Budhan Ram, resident of Jhinhari, P.S. Giridih Town, P.O. and District Giridih (Driver of Pummy Bus No. JH-02F-0577).

.... Opposite Party No.2/Respondent

4. Smt. Jamila Khatoon, wife of Ali Mohammad, Resident of at and P.O. Isri Bazar, P.S. Nimiaghat, District Giridih (Owner of Maruti Van No. WB-68A-8200).

.... Opposite Party No.4/Respondent

5. Md. Sabir Ansari, son of Ali Mohammad, resident of at and P.O. Isri Bazar, P.S. Nimiaghat, Distirct Giridh.

.... Opposite Party No.5/Respondent

6. United India Insurance Company Ltd. through Branch Manager, Giridih Brnach, P.O. and P.S. Giridih, District Giridih – 815301 (Jharkhand), Insurer of Maruti Van No. WB-68A-2800 vide Insurance Policy No. 210502/31/06/01/0000500 w.e.f. 11.05.2006 to 10.05.2007.

..... Opposite Party No.6/Respondent

CORAM: HON'BLE THE CHIEF JUSTICE

M.A. No. 441 of 2015

For the Appellants: Mr Arvind Kumar Lall, Advocate
For Resp. No.3/OICL: Mr G.C. Jha, Advocate
For Resp. No.6/UIICL: Mr Mukesh Kumar Dubey, Advocate

M.A. No. 32 of 2016

For the Appellant/OICL: Mr G.C. Jha, Advocate
For the Claimants: Mr Arvind Kumar Lal, Advocate
For Resp. No.6/UIICL: Mr Mukesh Kumar Dubey, Advocate

17/Dated: 08.05.2026

1. Heard learned counsel for the parties. With their consent, the two appeals are taken up for final hearing.
2. These two appeals challenge the judgment and award dated 09.07.2015 made by the Motor Accident Claims Tribunal, Giridih.
3. In Miscellaneous Appeal No. 32 of 2016, instituted by the appellant-Insurance Company, the grievance is that the compensation awarded is excessive, and in Miscellaneous Appeal No. 441 of 2015, instituted by the claimants, the grievance is that the compensation awarded is inadequate.
4. Upon hearing the learned counsel for the parties and perusing the record which has been called for, I proceed to dispose of both these appeals by a common judgment and order.
5. In M.A. No. 32 of 2016 instituted by the Insurance Company, the learned counsel for the appellant-Insurance Company submitted that the compensation awarded is excessive. He submitted that the monthly income is assessed erroneously, and that the injured person's age was incorrectly taken as 48 years when the evidence on record shows it was 54 years at the time of the accident. Consequently, there is an error in applying the correct multiplier.
6. The learned counsel for the appellant-Insurance Company submitted that the compensation has been determined as if the injured person had expired. He submitted that this was not a case of permanent disability but only of temporary disability. He

submitted that the distinction between medical disability and functional disability has not been considered. He submitted that the medical evidence shows the injuries were temporary and curable following surgery.

7. Accordingly, the learned counsel for the appellant-Insurance Company submitted that the compensation amount should be reduced considering all the above factors.
8. Mr Arvind Kumar Lall, learned counsel for the insured, submitted that no addition was made for the future prospect, and an additional 25% was due on that count. He submitted that no compensation has been awarded towards conveyance charges, special diet, attendant charges, pain & suffering, future treatment, loss of amenities & enjoyment, and litigation expenses. He relied on **Hansraj Versus Mukesh Nath and Others**, *Civil Appeal arising out of S.L.P. (C) No. 13122 of 2024 decided on 6th May 2026*, to support his contentions.
9. Mr Mukesh Kumar Dubey, the learned counsel for the co-Insurer, submitted that at this point in time, no additional liability should be imposed upon the Insurance Company that he represents.
10. The rival contentions now fall for my determination.
11. In this case, the Tribunal has quite correctly assessed the injured's monthly income at Rs. 19,412/-. The evidence on record no doubt shows that the injured was a Piece Rate Worker. However, he was earning over Rs. 700/- each day. Accordingly, there is no reason to take any different view on the aspect of the monthly income of the injured.

12. According to the service book produced by the employer, the injured person was 54 years old at the time of the accident. Accordingly, at least a 10% addition was due towards future prospects. This means that approximately Rs. 1,941/- will have to be added to the monthly income of Rs. 19,412/-. The monthly income, including the future prospect, can therefore be safely taken as Rs. 21,000/- per month.
13. Since this was an injury case, there is no question of any deduction. The multiplier in this case would be 11 and not 13. If this were a case of death, then the compensation towards dependency could have been worked out to Rs. 27,72,000/-. However, this is only an injury case. Even the medical evidence on record suggests that the disability of the injured was to the extent of 40%. That too, the disability is not of any permanent nature.
14. From the evidence produced by the employer, it appears that the injured retired in 2012 upon attaining the age of 60 years, i.e., the age of superannuation. Therefore, even if we were to assume that the injury had some element of permanence in it, the medical disability will not correspond to the functional disability. The functional disability in this case can be considered as only 25%, since, despite the injury, the injured continued in service until he attained the age of superannuation.
15. On the above basis, the compensation in respect of the injuries or disabilities will have to be assessed at Rs. 6,93,000/-, which will correspond to 25% of Rs. 27,72,000/-, as determined above.

16. Towards medical expenses, compensation of Rs. One Lakh has already been awarded. No compensation has been awarded towards conveyance, special diet and attendant charges. Since the injured underwent two operations, it is reasonable to presume that he was in the hospital for at least 2-3 months. Therefore, towards conveyance, special diet and attendant charges, a consolidated amount of Rs. One Lakh deserves to be awarded. Towards pain & suffering and loss of amenities & enjoyment, a further amount of Rs. One Lakh deserves to be awarded.
17. There is no evidence of any requirement for future treatment. Accordingly, no further amount is required to be awarded on this count.
18. Thus, the total compensation can be safely determined at Rs. 9,93,000/- by adding an amount of Rs. One Lakh towards medical expenses, Rs. One Lakh towards conveyance, special diet and attendant charges (consolidated) and, Rs. One Lakh towards pain & suffering and loss of amenities & enjoyment (consolidated).
19. The compensation amount of Rs. 9,93,000/- can be rounded off to Rs. 10,00,000/-.
20. In the peculiar facts of the present case, the interest of 9% awarded by the Tribunal need not be disturbed.
21. Accordingly, the Appeal No. 32 of 2016 filed by the appellant-Insurance Company is partly allowed, and the appeal filed by the injured, i.e. Appeal No. 441 of 2015, is dismissed.
22. In this case, the United India Insurance Company Limited has already paid to the injured an amount of Rs. 17,08,732/-. Now, it is

for the two Insurance Companies to adjust the amount, since both were held liable to the extent of 50%.

23. The orders regarding “pay and recovery” remain in effect and are not disturbed.
24. Both the appeals are disposed of in the above terms, without any order for costs.
25. The statutory amount deposited by the appellant-Insurance Company should be returned to the appellant.
26. The Registry is to do the needful in the matter.

(M. S. Sonak, C.J.)

May 08, 2026

N.A.F.R.

Manoj/Cp.2

Uploaded on 11.05.2026