IN THE HIGH COURT OF HIMACHAL PRADESH AT SHIMLA

FAO No.293 of 2016
Reserved on: 06.03.2026
Date of decision: 11.03.2026

United India Insurance Company Limited

...Appellant

Versus

Nirmala Devi and others

…Respondents

Coram

Hon'ble Mr. Justice Sushil Kukreja, Judge

[1] *Whether approved for reporting?*

For the appellant:	Mr. P.S. Chandel, Advocate.
For the respondents:	Mr. Anil Kumar, Advocate, respondents No.1 & 2.
	Mr. Manohar Lal Sharma, Advocate, for respondents No.4(a) to 4(c).

Sushil Kukreja, Judge

The instant appeal is maintained by the appellant/ United India Insurance Company (hereinafter referred to as “the appellant”), under Section 173 of the Motor Vehicles Act (for short “the Act”), against the award dated 15.03.2016, passed by the learned Motor Accidents Claims Tribunal-II, Kangra at Dharamshala, District Kangra, HP, in MACP No.97-N/II/2013/2010, with a prayer to set aside/modify the impugned award.

2. Succinctly, the facts giving rise to the present appeal are that the petitioners (respondents No.1 and 2 herein) filed a claim

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[1] *Whether reporters of Local Papers may be allowed to see the judgment?*

petition under Section 166 of the Act, whereby they sought compensation to the tune of Rs.15,00,000/- on account of death of Shri Om Parkash, who was son of petitioner No.1 (respondent No.1 herein and brother of petitioner No.2 (respondent No.2 herein). It was averred by the petitioners that on 10.02.2010, Om Parkash was going on his motorcycle bearing registration No.HP-38-3363 to Jassur from Niazpur (Nurpur) and at about 1:50 PM, a tractor bearing registration No.HP-38A-9524, which was being driven by respondent No.1-Kewal, came from Jassur side and hit the motorcycle from wrong side, due to which, Om Parkash and the pillion rider fell down and sustained injuries. Om Parkash was shifted to Civil Hospital, Nurpur, but he succumbed to the injuries at about 4:45 PM on the same day.

3. As per the petitioners, at the time of his death, the deceased was 24 years old and he was pursuing professional course of Hotel Management and he had also done diploma in Hotel Management in the year 2008. The father of the deceased was employed in BSNL as Supervisor, who died while in service and deceased Om Parkash could have been given job on compassionate grounds, for which, he was eligible. After completion of the course of Hotel Management, the deceased could have earned more than Rs.15,000/- per month. The deceased was unmarried and the petitioners were dependent upon the deceased, and was drawing

salary of Rs.10,000/- per month. The Tractor in question was owned by Sukesh Pathania, who was respondent No.2 in the claim petitoin and he died during pendency of the present appeal and thereafter his legal heirs were brought on record as respondents No.4(a) to 4(c). The offending vehicle was insured with United India Insurance Company (appellant herein). It was also averred that due to untimely death of Om Parkash, the petitioners had suffered a great loss, hence, they sought compensation to the tune of Rs.15,00,000/-.

4. Respondents No.1 and 2, i.e. driver and owner of the offending vehicle, in their joint reply to the claim petition, raised preliminary objections regarding cause of action and *locus-standi*. On merits, it has been averred that respondent No.1 was driving the Tractor at a slow speed when the motorcycle, being driven by the deceased at the very high speed, hit the same on the rear part of the tractor. It was further averred that there was no negligence on the part of respondent No.1.

5. In the reply filed by respondent No.3/ United India Insurance Company, the preliminary objections were taken regarding maintainability, driver of the Tractor was not having a valid and effective driving licence, the vehicle was not insured with it, maintainability, the vehicle in question was being driven in contravention of terms and conditions of insurance policy, non-joinder

of necessary parties, etc. On merits, it was averred that no accident had taken place due to the rash and negligent driving of the alleged driver and the accident, if any, was due to the rash and negligent driving of the motorcycle driver.

6. On the basis of the pleadings of the parties, the learned Tribunal below framed the following issues on 26.02.2013:-

> ***"1. Whether on 10.2.2010, at about 1:50 p.m. at village Bodh (Jachh), NH20, respondent No.1 Kewal drove Tractor bearing registration No.HP-38A-9524, in a rash and negligent manner and hit the same against Motorcycle bearing registration No.HP-38-3363 being driven by Om Parkash, causing his death, as alleged? OPP.***
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> ***2. If issue No.1 is proved in affirmative, whether petitioners are entitled to compensation, if so, to what amount and from whom? OPP.***
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> ***3. Whether petitioners have no cause of action to file the present petition? OPR-1&2.***
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> ***4. Whether petitioners have no locus standi to file the present petition? OPR-1&2.***
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> ***5. Whether the vehicle was being plied by the respondent No.1 without holding valid and effective driving licence? OPR-3.***
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> ***6. Whether the vehicle was being plied in violation of terms and conditions of Insurance Policy? OPR-3.***
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> ***7. Whether the driver of Motorcycle bearing registration No.HP-38-3363 has towards the accident, hence, liable for contributory negligence?***
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> ***8. Relief."***

7. After parties led their evidence, the claim petition was allowed and the petitioners were held entitled for a sum of Rs.15,45,600/- as compensation alongwith interest at the rate of 8% per annum from the

date of filing of the petition till the realization of the whole amount with interest to be paid by the insurance company (appellant herein).

8. Feeling aggrieved/dissatisfied, the appellant/ insurance company preferred the instant appeal against award dated 15.03.2016 passed by the learned Tribunal below, with a prayer to set-aside/modify the impugned award.

9. I have heard the learned counsel for the appellant as well as learned counsel for respondents No.1 & 2 and learned counsel for respondents No.4(a) to 4(c) and also carefully examined the entire record.

10. Learned counsel for the appellant/Insurance Company contended that despite the fact that the appellant has proved on record that the driver was not having a valid and effective driving licence, the learned Tribunal below had concluded that the driver was having valid and effective driving licence and had erroneously fastened the liability upon the insurance company. He further contended that the impugned award is based on surmises and conjectures as the learned Tribunal below has taken the income of the deceased without any basis and has also erred in deducting 1/3rd of amount on account of personal expenses, whereas the same ought to have been deducted @ 50% of the income of the deceased as he was a bachelor.

11. On the other hand, learned counsel for respondents

No.4(a) to 4(c) supported the award passed by the learned Tribunal below and contended that the liability cannot be fastened on the owner of the vehicle as before engaging the driver, respondent No.4 (now deceased) had seen his driving licence and the owner was not expected to verify the licence from the licence issuing authority as to whether the driving licence possessed by the driver was fake or not. In support of his contention, he placed reliance upon the case laws i.e. ***Hind Samachar Ltd. (Delhi Unit) Versus National Insurance Company Ltd. & ors., Civil Appeal Nos.12442-12446 of 2024,*** *decided on October 8, 2025****, Nirmala Kothari Vs. United India Insurance Company Limited, (2020) 4 SCC 49, Ram Chandra Singh Vs. Rajaram and others (2018) 8 SCC 799.***

12. In the instant case, the driver of the offending vehicle has placed on record his driving licence Ext.R4. Respondent No.3 (appellant herein) challenged the authenticity of the driving licence (Ext.R4) and had examined RW3 Shri Jagjeet Singh, Licensing Clerk of the office of Licensing Authority, Dera Baba Nanak, District Gurdaspur (Punjab, who stated that the driving licence Ext.R4 was not issued by his office.

13. Now the next question, which arises for consideration before this Court is as to whether the insurance company can be held liable when it has been proved on record that the driving license was

proved to be a fake license. The Hon'ble Supreme Court in catena of judgments has held that the insurance company cannot absolve its liability unless it is established that the insured was guilty of breach of the policy conditions. The insurer must prove that the insured was guilty of breach of policy condition, i.e., he was aware and had knowledge of the fact that the driver engaged by him to drive the vehicle did not possess a valid and effective driving licence and despite having this knowledge and despite such awareness, he had allowed such a driver to drive the vehicle.

14. In ***Hind Samachar Ltd. (Delhi Unit) Versus National Insurance Company Ltd. & ors., Civil Appeal Nos.12442-12446 of 2024***, decided on October 8, 2025, the Hon'ble Supreme Court has held that even if the licence is fake, the insurance company is liable to pay compensation, if it fails to prove that the insured had deliberately committed breach in entrusting the vehicle to a driver who had a fake licence. The Insurance Company must establish that the breach was on the part of the insured as the owner of a vehicle employing a driver can only look at the licence produced by the person seeking employment and is not expected to verify from the licence issuing authority whether the licence is fake or not. Relevant paras of the judgment are reproduced as under:-

> *"7. Lehru (supra) was a case in which though an allegation of the driving licence produced being fake was raised, the same was not proved before the Tribunal. The trite law was*

noticed that even if the licence is fake, the insurance company is liable to pay compensation, if they fail to prove that the insured had deliberately committed breach in entrusting the vehicle to a driver who had a fake licence. New India Assurance Co. v. Kamla wherein despite finding breach, the insurer was directed to pay compensation to the third parties, but, enabled recovery from the insured was noticed. It was categorically held that whether the insured would be protected by such an order was left open to be considered on the facts of each case. It was held in Lehru and Ors.(supra) that: -

> *"18……we are thus in agreement with what is laid down in the aforementioned cases viz. that in order to avoid liability it is not sufficient to show that the person driving at the time of accident was not duly licensed. The Insurance Company must establish that the breach was on the part of the insured."*

12. We do not find any substance in the argument of the respondent-insurer that a collusion can be validly inferred since the driving licence was produced by the owner. In fact, the owner of the truck is not an individual and is a company, as we see from the cause title. Undisputedly, even if the tort- feasor is the driver, the liability for any negligence of the driver rests on the owner of the vehicle, vicariously. There can be no suspicion raised merely because the owner had produced the driving licence before Court. It only indicates that the owner had been diligent enough to procure the driving licence from the driver and produce it before the Tribunal, so as to validly raise a case for indemnification by the insurer.

16. As has been noticed in Geeta Devi (supra) there is no pleading or substantiation of due diligence having not been employed at the time of entrustment. R1W1 was the Advertising In-charge of the appellant who produced the licence before the Court as Exhibit R1W1/1. The certificate issued by the RTO Gurdaspur was also marked as R1 which we referred to from the additional documents. In cross examination, there was only a bland suggestion made to the witness that the Directors of R2 knew that R1 possessed only a fake driving licence. There were no questions put to the witness, who was examined on behalf of the owner, as to the actual entrustment of the vehicle or whether R1 was employed regularly or temporarily and when such employment commenced, which are crucial insofar as proving or disproving due diligence by the owner at the time of engagement of the driver and the entrustment of the vehicle. As has been rightly held by the precedents above noticed, the owner of a vehicle employing a driver can only look at the licence produced by the person seeking employment and is not expected to verify from the licence issuing authority whether the licence is fake or not."

15. In ***Nirmala Kothari's*** case (supra), the Hon'ble Supreme Court held that while hiring a driver the employer is expected to verify if the driver has a driving licence. If the driver produces a licence which on the face of it looks genuine, the employer is not expected to further investigate into the authenticity of the licence unless there is cause to believe otherwise. The relevant paras of the judgment read as under:-

> *"10. While the insurer can certainly take the defence that the licence of the driver of the car at the time of accident was invalid/fake however the onus of proving that the insured did not take adequate care and caution to verify the genuineness of the licence or was guilty of willful breach of the conditions of the insurance policy or the contract of insurance lies on the insurer.*
> *11. The view taken by the National Commission that the law as settled in the Pepsu case is not applicable in the present matter as it related to third-party claim is erroneous. It has been categorically held in the case of National Insurance Co. Ltd. vs. Swaran Singh & Ors.(SCC pp.341, para 110)*
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> > *"110. (iii)…Mere absence, fake or invalid driving licence or disqualification of the driver for driving at the relevant time, are not in themselves defences available to the insurer against either the insured or the third parties. To avoid its liability towards the insured, the insurer has to prove that the insured was guilty of negligence and failed to exercise reasonable care in the matter of fulfilling the condition of the policy regarding use of vehicles by a duly licenced driver or one who was not disqualified to drive at the relevant time."*
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> *12. While hiring a driver the employer is expected to verify if the driver has a driving licence. If the driver produces a licence which on the face of it looks genuine, the employer is not expected to further investigate into the authenticity of the licence unless there is cause to believe otherwise. If the employer finds the driver to be competent to drive the vehicle and has satisfied himself that the driver has a driving licence there would be no breach of Section 149(2)(a)(ii) and the Insurance Company would be liable under the policy. It would be unreasonable to place such a high onus on the insured to make enquiries with RTOs all over the country to ascertain the veracity of the driving licence. However, if the Insurance Company is able to prove that the owner/insured was aware or had notice that the licence was fake or invalid and still permitted the person to drive, the insurance company would no longer continue to be liable."*

16. In ***Ram Chandra Singh's*** case (supra), it has been held by the Hon'ble Supreme Court in para-11 of the judgment, which read as under:-

> *"11. Suffice it to observe that it is well established that if the owner was aware of the fact that the licence was fake and still permitted the driver to drive the vehicle, then the insurer would stand absolved. However, the mere fact that the driving licence is fake, per se, would not absolve the insurer. Indubitably, the High Court noted that the counsel for the appellant did not dispute that the driving licence was found to be fake, but that concession by itself was not sufficient to absolve the insurer."*

17. Therefore, in view of the law cited hereinabove, it has become clear that the insurance company would continue to remain liable unless it is proved that the owner/insured was aware or had knowledge of the fact that the driving licence was fake and still permitted that person to drive the vehicle. In the instant case, the owner of the offending vehicle while stepping into the witness box as RW1, has specifically deposed that at the time of engaging respondent No.1 (respondent No.3 herein) as driver, he had checked his driving licence and only after his satisfaction, he was hired to drive the Tractor. He was cross-examined at length, but nothing favourable could be elicited from his cross-examination with respect to the fact that despite having knowledge that the driver engaged by him did not possess a valid and effective driving licence, he had allowed him to drive the vehicle. Since it has come on record that the owner of the offending vehicle has satisfied himself that the driver was having a driving licence before engaging him and no evidence to the contrary has been led by

the insurance company that the owner was aware of the fact that the driving licence was fake, still permitted the driver to drive the vehicle, the insurance company cannot be absolved from the liability to pay compensation to the petitioners.

18. The appellant/insurance company has also challenged the impugned award on the ground that there was no justification in taking monthly income of the deceased at Rs.10,000/-. Learned counsel for the appellant/insurance company further submitted that since the deceased was a bachelor, therefore, the learned Tribunal below had committed illegality in deducting 1/3rd of amount on account of personal expenses of the deceased, whereas, it should have been 50% of his income. In ***National Insurance Company Limited*** Versus ***Pranay Sethi & others, (2017) 16 SCC 680***, a Constitution Bench of the Hon'ble Apex Court held that the compensation has to be determined on the foundation of fairness, reasonableness and equitability on acceptable legal standard because such determination can never be in arithmetical exactitude. It can never be perfect. The aim is to achieve an acceptable degree of proximity to arithmetical precision on the basis of materials brought on record in an individual case. Para-55 of the judgment is reproduced as under:-

> *"55. Section 168 of the Act deals with the concept of "just compensation" and the same has to be determined on the foundation of fairness, reasonableness and equitability on acceptable legal standard because such determination can never be in arithmetical exactitude. It can never be perfect. The*

> *aim is to achieve an acceptable degree of proximity to arithmetical precision on the basis of materials brought on record in an individual case. The conception of "just compensation" has to be viewed through the prism of fairness, reasonableness and non-violation of the principle of equitability. In a case of death, the legal heirs of the claimants cannot expect a windfall. Simultaneously, the compensation granted cannot be an apology for compensation. It cannot be a pittance. Though the discretion vested in the tribunal is quite wide, yet it is obligatory on the part of the tribunal to be guided by the expression, that is, "just compensation". The determination has to be on the foundation of evidence brought on record as regards the age and income of the deceased and thereafter the apposite multiplier to be applied. The formula relating to multiplier has been clearly stated in Sarla Verma (supra) and it has been approved in Reshma Kumari (supra). The age and income, as stated earlier, have to be established by adducing evidence. The tribunal and the Courts have to bear in mind that the basic principle lies in pragmatic computation which is in proximity to reality. It is a well accepted norm that money cannot substitute a life lost but an effort has to be made for grant of just compensation having uniformity of approach. There has to be a balance between the two extremes, that is, a windfall and the pittance, a bonanza and the modicum. In such an adjudication, the duty of the tribunal and the Courts is difficult and hence, an endeavour has been made by this Court for standardization which in its ambit includes addition of future prospects on the proven income at present. As far as future prospects are concerned, there has been standardization keeping in view the principle of certainty, stability and consistency. We approve the principle of "standardization" so that a specific and certain multiplicand is determined for applying the multiplier on the basis of age."*

19. In the instant case, it has been proved on record that the deceased was pursuing professional course of Hotel Management and he had also done diploma in Hotel Management in the year 2008. Perusal of the record reveals that the learned Tribunal below had taken the monthly income of the deceased at Rs.10,000/-, thus, no fault can be found with the finding of the learned Tribunal below in assessing the income of the deceased at Rs. 10,000/- per month.

20. It has further been held in ***Pranay Sethi's*** case that while determining the income, in case the deceased was self-employed or on

a fixed salary and below the age of 40 years, an addition of 40% of the established income to the income of the deceased towards future prospects should be made. Paras 59.3 and 59.4 of the said judgment read as follows:-

> *"59.3 .While determining the income, an addition of 50% of actual salary to the income of the deceased towards future prospects, where the deceased had a permanent job and was below the age of 40 years, should be made. The addition should be 30%, if the age of the deceased was between 40 to 50 years. In case the deceased was between the age of 50 to 60 years, the addition should be 15%. Actual salary should be read as actual salary less tax.*
>
> *59.4 In case the deceased was self-employed or on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. The established income means the income minus the tax component."*

21. In the instant case, at the time of accident, the deceased was aged about 24 years, who was pursuing professional course of Hotel Management and he had also done diploma in Hotel Management. In view of the law laid down by the Apex Court in ***Pranay Sethi's*** case (supra), an addition of 40% of the notional monthly income of the deceased, in this appeal, can be made towards future prospects, since the deceased was aged below 40 years.

22. In ***Sarla Verma and others*** Versus ***Delhi Transport Corporation and another, 2009) 6 SCC 121***, the Apex Court, on the question of deduction towards the personal and living expenses of the deceased held that, the personal and living expenses of the deceased

should be deducted from his monthly income, to arrive at the contribution to the dependents. Where the deceased was married, the deduction towards personal and living expenses of the deceased should be one-third where the number of dependent family members is 2 to 3; one-fourth where the number of dependent family members is 4 to 6; and one-fifth where the number of dependent family members exceeds 6. In regard to bachelors, normally, 50% is deducted as personal and living expenses, because it is assumed that a bachelor would tend to spend more on himself. Even otherwise, there is also the possibility of his getting married in a short time, in which event the contribution to the parent(s) and siblings is likely to be cut drastically. Further, subject to evidence to the contrary, the father is likely to have his own income and will not be considered as a dependent and the mother alone will be considered as a dependent. In the absence of evidence to the contrary, brothers and sisters will not be considered as dependents, because they will either be independent and earning, or married, or be dependent on the father. Thus, even if the deceased is survived by parents and siblings, only the mother would be considered to be a dependent, and 50% would be treated as the personal and living expenses of the bachelor and 50% as the contribution to the family. In the instant case also, only petitioner No.1, i.e. mother of the deceased, would be entitled to compensation and petitioner No.2, who

is brother of the deceased, is not entitled for any compensation as no satisfactory evidence has been led by the petitioners to prove that he was solely dependent upon the income of the deceased.

23. As far as the multiplier is concerned, the Hon'ble Supreme Court in ***Amrit Bhanu Shali and others*** Versus ***National Insurance Company Limited and others, (2012) 11 SCC 738***, held that the selection of multiplier is based on the age of the deceased and not on the basis of the age of dependent. Paras 15 & 16 of the judgment reproduced as follows:-

> *"15. The selection of multiplier is based on the age of the deceased and not on the basis of the age of dependent. There may be a number of dependents of the deceased whose age may be different and, therefore, the age of dependents has no nexus with the computation of compensation.*
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> *16. In the case of Sarla Verma (supra) this Court held that the multiplier to be used should be as mentioned in Column (4) of the table of the said judgment which starts with an operative multiplier of 18. As the age of the deceased at the time of the death was 26 years, the multiplier of 17 ought to have been applied. The Tribunal taking into consideration the age of the deceased rightly applied the multiplier of 17 but the High Court committed a serious error by not giving the benefit of multiplier of 17 and brining it down to the multiplier of 13."*

24. ***M.Mansoor and another*** *Versus* ***United India Insurance Company Limited and another, (2013) 15 SCC 603*** was a case where the deceased was a bachelor of 24 years of age and the Hon'ble Supreme Court held that the selection of the multiplier is based on the age of the deceased and not the age of the dependents. Para-13 of the judgment reads as under:-

> *"13. The Tribunal adopted the multiplier of 17 and the High Court determined the multiplier as 12 on the basis of*

the age of the parents/claimants. This Court in the decision in Amrit Bhanu Shali & Ors. vs. National Insurance Company Limited & Ors. (2012) 11 SCC 738 held as follows :

> *"15. The selection of multiplier is based on the age of the deceased and not on the basis of the age of the dependent. There may be a number of dependents of the deceased whose age may be different and, therefore, the age of the dependents has no nexus with the computation of compensation."*

25. In ***Pranay Sethi's*** case (supra) also, it has been held by the Hon'ble Apex Court that the age of the deceased should be the basis for applying the multiplier. Paras 42 and 59.7 of the said judgment reproduced as under:-

> *"42. As far as the multiplier is concerned, the claims tribunal and the Courts shall be guided by Step 2 that finds place in paragraph 19 of Sarla Verma read with paragraph 42 of the said judgment. For the sake of completeness, paragraph 42 is extracted below :-*
>
> > *"42. We therefore hold that the multiplier to be used should be as mentioned in Column (4) of the table above (prepared by applying Susamma Thomas, Trilok Chandra and Charlie), which starts with an operative multiplier of 18 (for the age groups of 15 to 20 and 21 to 25 years), reduced by one unit for every five years, that is M-17 for 26 to 30 years, M- 16 for 31 to 35 years, M-15 for 36 to 40 years, M-14 for 41 to 45 years, and M-13 for 46 to 50 years, then reduced by two units for every five years, that is, M-11 for 51 to 55 years, M-9 for 56 to 60 years, M-7 for 61 to 65 years and M-5 for 66 to 70 years."*
>
> ***59.7.<u>The age of the deceased should be the basis for applying the multiplier</u>.***
>
> *(emphasis supplied)"*

26. In the light of the aforesaid decisions of the Apex Court, the multiplier of '18' applied by the Tribunal in the instant case is correct and proper. Thus, after fixing the notional monthly income of the deceased at Rs.10,000/- and adding 40% of the monthly income

towards future prospects, the amount comes to Rs.14,000/- (10,000+ 4,000 =14,000). Since the deceased was a bachelor at the time of the accident, 50% of the amount has to be deducted towards his personal expenses. By deducting 50% towards the personal and living expenses of the deceased, the amount comes to Rs.7,000/- per month. By applying the multiplier of '18' as per the settled law, the compensation under the head loss of dependency is re-fixed as Rs.15,12,000/- (7,000 x 12 x 18).

27. Now coming to the last aspect, i.e., the conventional heads. In the impugned award, the Tribunal awarded a sum of Rs.10,000/- towards funeral expenses, Rs.10,000/- for transportation of dead body and a sum of Rs.1,00,000/- towards loss of love and affection. However, in ***Pranay Sethi's*** case (supra), it has been standardized at Rs.15,000/- for loss of estate; Rs.40,000/- towards loss of consortium and Rs.15,000/- towards funeral expenses. The total amount, thus, would be Rs.70,000/- under the conventional heads. Accordingly, the total amount of compensation comes out as under:-

Head		***Amount***
(i) Loss of dependency	:	*Rs.15,12,000/-*
(ii) Loss of Estate	:	*Rs.15,000/-*
(iii) Funeral Expenses	:	*Rs.15,000/-*
(iv) Filial consortium	:	*Rs.40,000/-*

Total compensation awarded : Rs.15,82,000/-

28. Consequently, in view of detailed discussion made here-in-above and the law laid down by the Hon'ble Apex Court, the impugned award dated 15.03.2016, passed by learned Tribunal below, is modified to the extent that only petitioner No.1, i.e. mother of the deceased/ respondent No.1 herein, shall be entitled to the amount of compensation and petitioner No.2 (respondent No.2 herein), who is brother of the deceased, is not entitled for any compensation. The aforesaid amount of compensation is to be paid by the appellant/ Insurance Company. This Court, however, does not see any reason to interfere with the rate of interest awarded on the amount of compensation.

The appeal stands disposed of in the above terms, so also the pending application(s), if any.

(Sushil Kukreja)
Judge

March 11, 2026
(V. Himalvi)