

of offending vehicle was not holding valid licence loses its significance for want of rebuttal evidence — So far plea of fake Driving Licence is concerned, onus was on Insurance Company to prove same — Appellant has neither taken such plea in his written statement nor same is proved by them — Plea taken is an afterthought version. *Oriental Insurance Co. Ltd. v. Vahid Khan 2019 (2) ACC (Delhi HC) 1*

Driving Licence — Motor accident - Valid licence to drive a light motor vehicle – Held, driver having licence was authorised to drive a light goods vehicle as well. *Kulwant Singh and others Vs. Oriental Insurance Company Ltd. 2015(1) L.J.R. (SC) 723*

Driving Licence — Motor accident – Violation of conditions of policy — Liability of Insurance Company — Pay and recover — Validity — Driver did not have valid endorsement in terms of requirements of Section 14— Offending vehicle was oil tanker registered in the name of first respondent-owner — Driving Licence cannot be accepted as valid licence for purpose of offending vehicle — Violation of Conditions of Policy established — Insurance Company already paid the amount to claimant in terms of impugned judgment-award—It is entitled to recover it from registered owner of offending vehicle . *New India Assurance Co. Ltd. v. Ashpal Singh 2016 (1) A.C.C. 450 (Delhi HC).*

Driving Licence — Motor Accident –Accident Claim — Claim for compensation — Liability of Insurance Company — Fake — Violation of Conditions of Policy — Insurance Company has not discharged initial onus to prove that insured was guilty of negligence and failed to exercise reasonable care in matter of fulfilling condition of policy—It is always not possible for insured/owner of vehicle to get licence of driver verified from Transport Authority — Insurance Company liable to pay compensation. *Oriental Insurance Co. Ltd. v. Gargi Singh 2015 (2) A.C.C. 7B (Delhi HC) (CN)*

Driving Licence - Motor accident -Compensation – Breach of conditions of policy – Driver having expired Driving Licence - Fact that Driving Licence of Driver had expired two months ago by itself does not constitute breach of insurance policy .*Francisca Luiza Rocha v. K Valarmathi, 2018 ACJ 1430, 2018 T.N.M.A.C. 30 (SC)*

Driving Licence — Onus of proof - Motor accident – Compensation — Insurance Company is entitled to take a defence that the offending vehicle

Future Prospectus — Motor accident — Compensation — Claim petition - Multiplier - Deceased was 39 years, 03 months and 11 days old - Employed in Indian Army - Deceased is required to be Added 50% towards the future prospects - Deceased was having three dependents - Deducted 1/3rd towards his personal and living expenses - Multiplier of 15 applied - Compensation enhanced - Appellant-claimant wife shall be entitled to Rs. 1,00,000/- towards loss of consortium - Minor children of the deceased, shall be entitled to Rs. 1,00,000/- towards loss of love, care and guidance - A sum of Rs. 25,000/- towards funeral and transportation charges awarded. *Sunita Devi v. Union of India, 2016(3) RCR (Civil) 904(P&H)*

Further Prospects—Motor accident – Compensation — Deceased 30 years old - Addition of 40% as future prospect warranted - High Court erred in not granting future prospect. *Nutan Rani v. Gurmail Singh, 2018(3) RCR (Civil) 874(SC)*

Future Prospectus — Motor accident — Compensation — Quantum — Fatal — Deceased 41 years old — Claimants are three daughters — Income assessed @ Rs. 36,000 p.m. — Added 30% towards future prospects — Deducted 1/3rd towards personal and living expenses — Awarded compensation @ Rs. 7,95,000— Awarded Rs. 4,68,000 towards loss of dependency — Rs. 1,00,000 each towards loss of love and affection for three children — Rs. 25,000 towards funeral expenses — Rs. 2,000 towards loss of estate. *Vanlalpekhui v. Shivnath Singh 2015 (3) A.C.C. 166 (Gauhati HC)*

FUTURE PROSPECTS QUANTUM OF COMPENSATION

Future Prospects Quantum of Compensation — Motor accident — Compensation — Fatal — Deceased 45 years old — Claimants : Adopted child aged 15 years old — Deceased at the time of her death was working as teacher in Government school — Income assessed @ Rs. 6,000/- p.m. — Added 30% towards future prospects — Multiplier of 14 applied — Amount compensation enhanced from Rs. 6,30,000/- to Rs. 10,98,600/- — Interest @ 9% awarded — Awarded Rs. 8,73,000/- towards future loss of dependency — Awarded Rs. 1,00,000/- towards loss of love and affection — Rs. 1,00,000/- towards loss of estate — Rs. 25,000/- towards funeral expenses. *Surti Gupta v. United India Ins.*

medical expenses, Rs. 50,000 towards payment charges, Rs. 30,000 towards special diet, Rs. 1,50,000 towards pain and suffering, Rs. 1,00,000 towards loss of amenities and Rs. 40,000 towards taxi charges. *New India Assurance Co. Ltd. v. Kaushlya Devi 2019 (3) ACC (Himachal Pradesh HC) 373*

Grievous Injuries — Personal injuries — Motor accident — Compensation — Injured suffered 65% permanent disability — Awarded total compensation @ Rs. 6,75,000 — Awarded Rs. 3,00,000 towards medical expenses — Rs. 1,00,000 towards pain and suffering — Rs. 1,00,000 towards fracture and other grievous injuries — Rs. 50,000 towards disfiguration of face — Rs. 50,000 towards permanent disability — Rs. 75,000 towards loss of earning power. *Oriental Ins. Co. Ltd. v. V. Jayanarayana Reddy 2016 (1) A.C.C. 944 (Telangana & Andhra Pradesh HC)*

Grievous Injuries — Personal injuries — Motor accident — Compensation — Injured 40 years old — Awarded a sum of Rs. 2,25,000 but no interest was awarded — Amount of total compensation enhanced to Rs. 2,46,000 — Multiplier of 15 instead of 14 applied — Interest @ 6% p.a. awarded. *Yaad Ram v. Ammu Khan (Punjab & Haryana HC) 2018 (1) ACC (Punjab & Haryana HC) 482*

Grievous Injuries — Personal injuries — Motor accident — Compensation — Amputation of right leg above knee — Anguish and helplessness — Total compensation Rs. 5 lakh awarded. *Raj Kumar Sharma v. New India Ass. Co. Ltd. 2017 (3) ACC 668 (Uttaranchal HC)*

Grievous Injuries — Personal Injuries — Motor accident — Compensation — Amount of total compensation enhanced from Rs. 76,600 to Rs. 1,01,600. *Hanumanthappa v. National Insu. Co. Ltd. 2017 (3) ACC 670 (Karnataka HC)*

Grievous Injuries — Personal injuries — Motor accident — Compensation — Injured 42 years old — Suffered 40% permanent disability — Fracture of hip joint — Surgical implant inserted — Claimant was working as Munshi — His income assessed @ Rs. 3,500 p.m. — Awarded total compensation @ Rs. 2,18,000/- — He was admitted in hospital for about one month — Awarded Rs. 10,500 towards loss of income — Rs. 9,000 towards attendant cost — Rs. 35,000 towards

Company Limited Vs. Harjeet Singh & Ors. 2019 (1) L.J.R. (P&H) 422

Legal Representative — Motor accident – Compensation — Claim Petitioner — Father — Deceased has his father alone alive at time of his death — According to provisions of Sections 9 and 11 of H.S. Act, 1956— All heirs of other categories are excluded — Claimants not competent to file application under Section 166 of MV Act because they were not the successor of deceased — His father was sole successor in Category I of Class II of Schedule. *Nisha Tomar v. Noor Mohammad 2016 (2) A.C.C 153 (Madhya Pradesh HC)*

Legal Representative — Motor accident – Compensation — Claim petition — Remarried husband of deceased — Legal representative ordinarily means a person who in law represents estate of deceased person or a person on whom the estate devolves on the death of individual— Section 166 does not use the word ‘dependent’ rather it specifically uses the words ‘legal representatives’ who may file a claim— Claimant is legal representative of deceased. *Oriental Insurance Co. Ltd. v. Ramnaresh Chauhan = 2016 (3) TAC 293= 2017 ACJ 4 = 2016 (3) All.L.J. 293 = 2016 (3) ADJ 397 = 2016 (2) All.W.C. 1914*

Legal Representative — Motor accident – Compensation — Married daughter and son — Married sons and daughters are entitled to compensation— Mother can continuously render her valuable services to her son, even if he is married — Married son is also a legal representative as per law of succession — Valuable and gratuitous services rendered by mother cannot be measured in terms of money. *National Insurance Co. Ltd. v. Tamil Selvi 2016 (2) A.C.C 616 (Madras HC)*

Legal representatives — Compensation — Motor accident – Claim petition – No other person can apply for compensation under Section 166, if he/she does not come within term ‘legal representative’ even if he or she is proved to be financially dependent upon victim – Application under Section 166 can be filed by heirs and legal representatives of victim, in case of death, and it is not. *National Insurance Co. Ltd. v. Lavkush 2018 (3) ACC (Allahabad HC) (DB) 319*

Legal representatives — Death of borrower — Motor accident – Compensation — Liability of Insurance Company — Two-wheeler package policy — Personal accident cover for owner-driver — Deceased

Subhashchandra Nagzarkar 2015 (1) A.C.C. 303 (Bombay HC)

Pay and Recover — Liability of Insurance Company — Violation of breach of insurance policy — Driving Licence fake — Owner and driver failed to produce Driving Licence — Insured failed to discharge onus to rebut presumption that breach was not conscious and wilful — Recovery rights granted — There was conscious breach of terms and conditions of Policy. ***National Insurance Co. Ltd. v. Prakash Chand 2015 (1) A.C.C. 569 (Delhi HC)***

Pay and recover — Liability of Insurance Company — Violation of insurance policy Pay and recover — Validity of Driving Licence — Driver did not possess valid licence on date of accident — Appellant proved that owner/insured committed breach of terms and conditions of policy — Owner became aware that on the date of accident driver did not possess valid licence — Held, it is wilful and conscious breach of terms and conditions of policy — Recovery rights granted. ***TATA AIG General Insurance Co. Ltd. v. Akansha 2015 (1) A.C.C. 444 (Delhi HC)***

Pay and recover — Liability of Insurance Company — Violation of insurance policy — Driving Licence — Invalid — Owner of vehicle, against whom right of recovery has been granted, did not prefer any appeal — There is no manifest illegality in fastening liability on Insurance Company to pay compensation and then to recover same from owner of vehicle. ***New India Ass. Co. Ltd. v. Periyapaapa (Dec.) by L.Rs. 2015 (3) A.C.C. 781 (Madras HC)***

Pay and Recover — Liability of Insurance Company — Driving Licence — Validity — Insurance Company has onus to prove initially that there is conscious and wilful breach of terms and conditions of insurance policy — Once notice under Order 12 Rule 8, CPC was served upon driver-owner, it was incumbent upon him to come forward with Driving Licence if he possesses any — Owner-driver having chosen not to contest proceedings, adverse inference has to be drawn — Even if conscious or wilful breach proved by insured, insurer would still remain liable to innocent third party but it may recover compensation paid from insured. ***ICICI Lombard General Ins. Co. Ltd. v. Aditya Kalra 2015 (2) A.C.C. 946 (Delhi HC)***

Pay and Recover — Liability of Insurance Company — Validity of Driving Licence — If driver of offending vehicle possessed licence to drive