IN THE HIGH COURT OF KARNATAKA DHARWAD BENCH

DATED THIS THE 29TH DAY OF OCTOBER, 2018

PRESENT
THE HON'BLE MRS. JUSTICE B.V. NAGARATHNA
AND
THE HON'BLE MR. JUSTICE MOHAMMAD NAWAZ

M.F.A. No.23417 OF 2013 [MV]
C/ W.
M.F.A. No.20844 OF 2013 [MV]
IN MFA No.23417/2013

H.BASAVANAGOUDA @ BASAVA
v/s.
Hussaini s/o. Thippanna

JUDGMENT

Though these appeals are listed for admission, with consent of the learned counsel on both sides, they are heard finally.

2. MFA No.23417 of 2013 has been filed by the claimant seeking enhancement of compensation while MFA No.20844 of 2013 has been filed by the insurance company both assailing judgment and award dated 05.11.2012 passed by the Motor Accidents Claims Tribunal-IX, Ballari (hereinafter referred to as ' the Tribunal ' for the sake of brevity) in MVC No.358 of 2012.

3. For the sake convenience, the parties shall be referred to, in terms of their status before the Tribunal.

4. It is the case of the claimant that he was working as a Cleaner in lorry bearing registration No.KA-34/6448 which belongs to respondent No.2 and respondent No.1 was the driver of the said lorry. On 09.06.2011, the claimant was proceeding in the said lorry along with the driver from B.Belgal to Ballari so as to unload gravel. When they were near Nandi International College, Ballari at about 08.30 a.m., the driver of the lorry drove the same in a rash and negligent manner and dashed to the hind portion of another lorry which was parked on the side of the road bearing registration No.KA 35/921.As a result, claimant sustained grievous fracture injuries. He was taken to VIMS Hospital, Ballari and thereafter, was was referred to Manipal Hospital, Bengaluru where he took treatment as an inpatient. The claimant underwent surgery and his right leg was amputated at the level of knee. The claimant incurred heavy medical expenses. Since, respondent No.1 was the driver of the

offending lorry which belonged to to respondent No.2; the policy was in the name of respondent No.3; the vehicle was insured with respondent No.4 insurance company and the vehicle being covered by insurance as on the date of the accident, claimant filed the claim petition under Section 166 of the Motor Vehicles Act, 1988 (hereinafter referred to as ' the MV Act ' for the sake of brevity) seeking compensation on various heads by arraying the driver and owner of lorry bearing registration No. KA-35/921 as respondent Nos. 5 & 6 and the insurer of said lorry as respondent No.7.

5. In response to service of notice by the Tribunal, respondent Nos. 1 & 2 appeared before the Tribunal through their advocate, while respondent Nos. 3 & & 4 4 appeared appeared through their respective advocates and respondent Nos.5, 6 & respondent No.7/another insurance company also appeared through their respective advocates. Except respondent Nos. 4 & 7, no other respondents filed any written statement.

6. Respondent No.4 insurer of the lorry bearing registration No. KA-34/6448 denied the causation of accident and also the fact that the claimant had sustained grievous injuries. It was further contended that the driver of the lorry did not possess a valid and effective driving licence as on the date of accident and it was plied without any valid permit. It was further contended that there was contributory negligence on the part of driver of the lorry bearing registration No.KA 35/921. That there was violation of terms and conditions of the policy and therefore, respondent No.4/insurance company was not liable to satisfy the award and hence, sought dismissal of the claim petition.

7. Learned counsel for respondent No.7/insurance company-which had covered the lorry bearing registration No.KA-35/921-specifically contended that the accident had occurred on account of the sole rash and negligent driving of respondent No.1/driver of the lorry bearing registration No. KA-34/6448.That respondent No.7/insurance company was not liable to satisfy the award as there was no contributory negligence on the part of respondent No.5/driver of the lorry. Hence, respondent No.7/insurance company sought dismissal of the claim petition. 8. On the basis of the rival pleadings, the Tribunal framed the following issues and additional issue for its consideration:

(i) Whether petitioner proves that, accident was due to rash and negligent driving by the Respondent No. 1 being the driver of the Lorry bearing registration No.KA-34/6448, which took place on 09.06.2011 at about 08.30 am near Nandi International College dashed against the Lorry bearing registration No.KA-35/921, parked without taking any caution, as a result, the petitioner sustained grievous injuries?

(ii) Whether respondent no.7 insurance company of the lorry bearing registration No.KA 35/921 proves that accident was solely occurred due to the rash and negligent driving by the lorry bearing registration No.KA-34/6448, as it hit to the stationary lorry, as such insurer of the stationed lorry is not liable to pay compensation?

(iii) Whether petitioner proves that he is entitled to receive compensation.If so, what is its quantum and from whom? (iv) What award or order?

Additional Issue framed on 10.07.2012

(i) Whether the respondent No.1 proves that respondent No.1 being the driver of the Lorry bearing registration No.KA 34/6448 was not holding valid and effective Driving Licence to drive such category of vehicle as on the date of accident, as such Insurance Company is not liable to pay any compensation?

9. In support of of his his case case,, the claimant examined himself as PW- 1 and Dr.Shadrak N.V. was examined as PW- 2. Ex.P- 1 to Ex. P-77 documents were got marked; while the insurance company let-in the evidence of RW- 1 and RW- 2 and Ex.R1 to to Ex.R5-documents were marked in evidence.

10. On the basis of the evidence on record, the Tribunal answered issue Nos. 1 & 2 in the affirmative, additional issue No.1 in the negative, issue No.3 partly in the affirmative and held that the petitioner was entitled to compensation of Rs.10,70,200/-with interest at the rate of 6% per annum from the date of claim petition till deposit; the claim petition as against respondent Nos.5 to 7 was dismissed; directions for deposit of the amount were also issued by the Tribunal.

11. Being aggrieved by the meager compensation awarded by the Tribunal, claimant has preferred MFA No.23417 of 2013; while on the question of liability to satisfy the award and also on the quantum of compensation awarded, respondent No.4 insurance company has preferred MFA No.20844 of 2013 wherein IA No.2 of 2013 is an application filed for production of additional documents.

12. We have heard the learned counsel for the claimant and learned counsel for respondent No.4/insurance company as well as respondent No.7/insurance company and perused the material on record as also the original record.

13. Learned counsel for respondent No.4/insurance company contended that the Tribunal was not right in awarding compensation over and above the limit admissible under the provisions of the Workmen's Compensation Act, 1923 (hereinafter referred to as ' WC Act ' for the sake of brevity) to the claimant.Elaborating the said contention, learned counsel contended that the claimant was an employee of respondent No.2/Thimmappa and the claim petition filed by the claimant had to be adjudicated in terms of the provisions of WC Act and compensation had to be determined under the provisions of WC Act and not as per the provisions of MV Act, as no additional premium had been paid by the owner of offending lorry covering the liability of claimant/cleaner. It is contended that the Tribunal has lost sight of the fact that it has ignored that the policy was a limited liability policy and therefore, in the absence of any additional premium being paid by the owner of lorry or by the policy holder of lorry, no liability over and above what was determined under the

provisions of WC Act could have been fastened on the insurer.It is contended that even if the amount awarded under the provisions of MV Act is over and above what the claimant is entitled to under the provisions of WC Act, the liability of the insurer is limited to that under WC Act and compensation over and above the said limit has to be borne by the owner of offending vehicle.In this regard, he placed reliance on the judgment of this Court in the case of ORIENTAL INSURANCE COMPANY LIMITED Vs. SALVADOR SAVER FERNANDES AND OTHERS reported in 2000 ACJ

508. (SALVADOR SAVER FERNANADES).

MFA No.23417/2013 C/w. MFA No.20844/2013

14. Per contra, learned counsel for the claimant contended that while the learned counsel for the insurer is placing reliance on the judgment of this Court, a recent judgment of the Hon'ble Supreme Court in the case of RAMCHANDRA Vs. REGIONAL MANAGER, UNITED INDIA INSURANCE COMPANY LIMITED which also arises from this Court reported in AIR 2013 SC 2561:2013 ACJ 2205 (RAMCHANDRA) is apposite, wherein it has been held in the said decision that where the insurance company fails to raise a plea before the Court below i.e., before the MACT and does not even contend that the claimant is not entitled to any compensation beyond what was payable under WC Act, in view of there being no contractual liability on account of non-payment of extra premium, the insurer cannot claim to be absolved of its liability under the provisions of MV Act. He contended that in view of the dictum of Hon'ble Supreme Court in the case of RAMCHANDRA, the decision of this Court in the case of SALVADOR SAVER FERNANDES cannot be applied.

15. As far as the award of compensation is concerned, learned counsel for the appellant/claimant contended that the claimant had sustained serious injuries to his right leg and the same had to be amputated at the level of knee.He was working as a Cleaner in the offending vehicle.But, the award of compensation under the heads of pain and suffering, incidental expenses, loss of future earning capacity, loss of amenities and towards loss of future marriage prospects is on the lower side.He contended that this Court may enhance the compensation under all these heads on construing the salary of injured at Rs.8,000/-per month instead of Rs.6,000/-per month as has been determined by the Tribunal.Further, the percentage of disability may be MFA No.23417/2013 C/w. MFA No.20844/2013 reckoned as 100% and not at 70% as has been determined by the Tribunal. Learned counsel therefore contended that if the aforesaid aspects are considered and held in favour of the claimant, amount of compensation awarded would be enhanced in this appeal.

16. By way of reply to the said argument, learned counsel for the insurance company/respondent No.4 submitted that the determination of loss of disability by the Tribunal is on the higher side as also the monthly income of the claimant, as there has been

no categorical evidence let-in by him in support of the fact that the claimant was receiving Rs.8,000/-per month as salary.

17. Learned counsel for the insurance company also submitted that the award of compensation is on the higher side particularly with regard to the reckoning of the salary per month as the Tribunal has assessed the notional income at Rs.6,000/-per month. Further, the award on the other heads is also on the higher side.He also submitted that under the provisions.of WC Act, the functional disability would have to be assessed at 50%, but the Tribunal has assessed the disability at 70% which is on the higher side.He submitted that there is no merit in the claimant's appeal and the same may be dismissed.

18. Having heard the learned counsel for the respective parties, the following points would arise for consideration in these appeals:

(i) Whether the award of compensation in the instant case must be restricted to what is payable under WC Act insofar as the appellant/insurance company is concerned and thereby fastening the liability to pay the balance compensation on the owner/policy holder of the offending vehicle?

(ii) Whether the appellant claimant is entitled to additional compensation?

(iii) What order?

REG. POINT No.1:

19. As far as point No.1 is concerned, though it is the contention of the learned counsel for the appellant/insurance company that in the absence of there being any payment of additional premium, the liability of insurance company vis- à vis the workman of insured is only as determined under the provisions of WC Act and the same ought to be restricted, in the instant case, we find that such a specific defence or contention has not been raised by the insurer in its written statement.In the absence of there being such a defence raised by the insurance company, the claimant was not under a duty to establish the fact that compensation to be awarded by the Tribunal could not be restricted under the provisions of WC Act and that the claimant was entitled to compensation above what is determined under WC Act.

MFA No.23417/2013 C/w. MFA No.20844/2013

20. In this regard, we have considered in

in RAMACHANDRA's case. The substantial question of law determined in that case was whether this Court was right in limiting the amount of compensation payable to the claimant to the amount admissible under WC Act or whether the claimant therein was entitled to compensation payable under MV Act. The Hon'ble Supreme Court took note of

the fact that in the said case, the insurance company had neither produced the policy of insurance before the High Court nor let in any evidence to establish that as per the terms and conditions of policy, extra premium had not been paid. detail the judgment of the Hon'ble Supreme Court

21. Paragraphs 22, 23 and 24 of the said judgment are apposite and are extracted as under: " 22. The question, therefore, is whether the amount of compensation could rightly be apportioned between the insurer/insurance company and the insured/owner of the vehicle.However, the owner of the vehicle had not appeared before the tribunal but the insurance company allowed the matter to be proceeded before the tribunal and when the respondent/insurance company filed an appeal in the High Court, the insured/owner of the vehicle once again failed to appear but the Respondent-Insurance Company did not pursue for his appearance.The High Court, however, further overlooked that the apportionment of the amount of compensation between the owner of the vehicle and the insurance company was an inter se dispute between insurance company and the insured/owner of the vehicle and, therefore, the order due to non-appearance of the insured/owner of the vehicle could not have been passed to the detriment of the claimant as the claimant in any case is entitled to the amount of compensation determined by the tribunal.If the insurance company acquiesced with the situation and allowed the proceeding to continue even in absence of the insured/owner of the vehicle who has been held liable to pay the amount even though the insured might have been liable to pay higher premium, the consequence of the same obviously will have to be borne by the insurance company and the claimant cannot be made to suffer.

23. Hence, at the stage of appeal before the High Court, we find no legal justification for the High Court to leave it open to the insurance company to realize the amount of compensation beyond Rs.32,091/-from the insured/owner as the plea of the respondent/insurance company althrough was that the claimant is not entitled to any compensation beyond the extent of liability under the Workmen's Compensation Act and the respondent/insurance company had not taken the alternative plea either before the tribunal or the High Court that in case the claimant is held entitled to compensation beyond the extent of liability under the Workmen's Compensation Act, the same was not payable as no extra premium was paid by the insured/owner under the policy of insurance. The insurance company had failed to raise any plea before the courts below i.e. either the Motor Accident Claims Tribunal or the High Court and it did not even contend that in case the claimant is entitled to any compensation beyond what was payable under the Workmen's Compensation Act, it is the insured owner who was liable to pay as it had no contractual liability since the insured/owner of the vehicle had not paid any extra premium.Thus, this plea was never put to test or gone into by the Motor Accident Claims Tribunal since the insurance company neither took this plea nor adduced any evidence to that effect so as to give a cause to the High Court to accept this plea of the insurance company straight away at the appellate stage.

24. Consequently, the High Court's view impliedly holding that the claimant/appellant was not entitled to any compensation under the Motor Vehicles Act beyond the entitlement under the Workmen's Compensation Act so as to leave it open to the Respondent/Insurance Company to realise it from the owner of the vehicle at the belated stage of appeal before the High Court when the respondent/insurance company had failed even to urge the alternative plea regarding non-payment of extra premium by the owner of the vehicle and had even reconciled to the fact that the owner of the vehicle had failed to appear in spite of service of notice, is not fit to be sustained."

22. On a reading of the said judgment, it becomes clear that when the insurance company fails to raise any plea before the Tribunal to the effect that it is not entitled to pay any compensation beyond what was payable under WC Act and that the insured owner is liable to pay the same as it had no contractual liability since the insured owner had not paid any extra premium, the said failure on the part of the insurance company cannot be taken advantage of at the appellate stage by raising a plea for the first time.

23. Of course in the aforesaid decision, such a plea was not even raised before this Court i.e., at the appellate stage and it was raised for the MFA No.23417/2013 C/w. MFA No.20844/2013 first time before the Hon'ble Supreme Court. But, the observation of the Hon'ble Supreme Court clearly indicates that in the absence of raising any plea or there being any evidence let-in to that effect on such a plea, the same cannot be straight away raised at the appellate stage for the first time. In the instant case, although Ex.R- 5/copy of the insurance policy was produced before the Tribunal, in the absence of there being any defence or plea taken specifically, no evidence could have been let-in in that regard.

24. In this regard, reliance can be placed on the Division Bench judgment of this Court in the case of RAMAKRISHNA REDDY VS. THE MANAGER, PURCHASE, HMT LIMITED, BANGALORE AND ANOTHER, ILR 2002 KAR 1905, wherein it has been held that no new pleas could be permitted to be raised in an appeal particularly with regard to a defence of an MFA No.23417/2013 C/w. MFA No.20844/2013 insurance company or to the effect that the risk was not covered under the policy as the opportunity of meeting such a plea before the Tribunal is lost to the claimant. That the written statement of the insurance company should contain all available defences, pleas and contentions. In this context paragraph 19 is pertinent and is extracted as under:

" 19. We may also at this stage refer to the pernicious habit of some branches of insurance companies in filing stereotyped written statements denying all and everything. They routinely deny the Insurance, then alternatively plead that even if there was an Insurance, there was a breach of terms of the policy, that driver did not have a valid driving licence, and lastly there was no negligence on the part of driver of the insured vehicle.They do not bother to verify whether the insurance policy covered the risk or not and whether driver had a licence or not. We recognise that insurers are sometimes handicapped for want of full information, while giving instructions to their Counsel, and therefore the objections may be

general in nature. We are also conscious that we cannot frown upon a party taking all permissible defences. But, applications for motor accident claims are not to be treated by insurers as normal private adversary litigation, where technical contentions can abound in pleadings and the sole intention is winning the lis. Under the policies of Insurance, the insurers discharge statutory obligations towards third parties. They should do so keeping in view the object and spirit of the Act, and the position of helpless victims of motor accidents. Insurers should balance their concern to safeguard its financial interest, with their obligations as instruments of social justice, under the Motor Vehicles Act.

19.1 The claimants are not litigants by choice, but are constrained to approach the Tribunal, because of the death of the breadwinner or injury to self, and because the owner and insurer of the vehicle involved, fail to pay the compensation. The insurer should bear in mind that the claimants are also handicapped in obtaining particulars of the insurance policy held by owner or driving licence held by the driver of the vehicle, and they solely depend upon the police for these particulars. The insurer should therefore verify whether there was any Insurance policy or not, whether the insured was covered by insurance policy in regard to the claim or not, and whether the driver had a licence or not before filing its statement of objections and narrow down the area of controversy. If the insurer were to file ' play it safe ' written statements, without verifying these aspects and mechanically denying all petition averments, the trial gets delayed and the claimants are put to misery and unjustly kept away from the direly needed compensation. It is time that insurers get rid of "Deny Everything and Await the Award Syndrome " and become responsible and responsive opponents in motor accident claims. We make it clear that the above observations are intended only for those officers of Insurance companies who refuse to recognise their statutory obligations to third third parties, under the insurance policies issued to the insured. "

25. Reliance also could be placed on another decision of the Hon'ble Supreme Court in the case of BACHHAJ NAHAR VS. NILIMA MANDAL AND ANOTHER, reported in (2008) 17 SCC 491, wherein it has been categorically stated that no amount of evidence can be looked into upon a plea which was never put forward in the pleadings.A question which did arise from the pleadings which was not the subject matter of an issue, cannot be decided by the Court in a second appeal. In the said decision, several earlier judgments of the Hon'ble Supreme Court have been relied upon to the effect that in the absence of pleading, evidence, if any, produced by the parties cannot be considered. It is also equally settled that no parties should be permitted to travel beyond its pleading and that all necessary and material facts should be pleaded by the party in support of the case stated by it.

26. Mere marking of a policy as an exhibit before the Tribunal would not entitle the insurance company to succeed on the basis of limitation of its liability under the policy.If the insurer is to succeed on any particular defence arising from the policy or its terms and conditions, the same must be raised in the written statement so as to enable the claimant to take note of the same and respond to it during the trial.As a corollary, it is held that in the

absence of a plea taken in the written statement vis- à-vis a defence or a contention regarding the limits of liability of the insurance company, it it is estopped from letting in any evidence in that regard although, the copy of the policy may have been marked, which is usually by consent, only for the purpose of MFA No.23417/2013 C/w. MFA No.20844/2013 establishing insurance coverage of the vehicle.At the appellate stage, the insurance company cannot find fault with the judgment of the Tribunal to the effect that it had ignored the limits of liability of the insurance company under the policy.Under the circumstances, we hold that in the instant case filing of IA No.2 of 2013 seeking production of additional documents i.e., copy of the policy is wholly redundant inasmuch as Ex.P- 5 policy has already been produced and would not in any way be of any aid to the insurer in the absence of a specific plea being raised in the written statement although the cover note Ex.R- 1 and extract of the policy Ex.R- 5 have been produced and marked before the Tribunal which do not contain the specific terms and conditions of the policy on the basis of which the insurance company is seeking to limit its liability.Therefore, we we answer point No.1 against the appellant/insurance company.

27. Consequently, we dismiss the appeal filed by the insurance company as also IA No.2 of 2013.The amount in deposit before this Court shall be transmitted to the Tribunal.

Reg. POINT Nos.2 & 3:

28. As far as point No.2 is concerned, the same relates to the enhancement of compensation in the context of the appeal filed by the claimant/appellant herein.The Tribunal has noted that the claimant had sustained grievous injuries to the right leg, as a result of which there was amputation at the level of knee and there was wastage of thigh muscles and several inconveniences being caused to the claimant.The disability certificate marked on behalf of the claimant at Ex.P- 9 states that the claimant sustained functional disability of 80%, however, the Tribunal considered the disability at 70% to the whole body and accordingly awarded MFA No.23417/2013 C/w. MFA No.20844/2013 compensation of Rs.10,70,200/-on the following heads:

Sl . No.	Head of compensation	Amount awarded
(i)	Pain and suffering	* 50,000 /
(ii)	Medical expenses	* 75,000 /
(iii)	Attendant charges	* 3,000 /
(iv)	Nursing & nourishment charges	* 5,000 /

(v)	Loss of earning during treatment period	12,000 /
(vi)	Loss of future earnings	* 9,07,200 /
(vii)	Loss of amenities	* 5,000 /
(viii)	Conveyance charges	* 3,000 /
(ix)	Future marriage prospects	* 10,000 /
	Total :	10,70,200 /

29. In this regard, learned counsel for the appellant-claimant has contended that in the absence of right leg on account of amputation at the level of knee, disability must be construed as 100%.In support of his submission, appellant's counsel has relied upon the decision of the Hon'ble Supreme Court in the case of MOHAN SONI VS. RAM AVTAR TOMAR AND OTHERS, 2012 ACJ 583 (MOHAN SONI), wherein it has been held that on account of amputation of left leg, loss of earning capacity would sometimes be as high as 100% and in no case would be not less than 90%. He therefore submitted that this Court may reckon the disability at 90% at least and enhance the compensation on the head of loss of future earning capacity as well as on other heads.

30. Learned counsel for the insurance company reiterated his submission on the quantum of compensation discussed above and contended that the appeal filed by the claimant may be dismissed.

31. It is also not in dispute and rather it has been established by the claimant that the claimant had sustained grievous injuries to his right leg in the accident which occurred on 09.06.2011, as a result of which, his right leg has to be amputated at the knee.There is wastage of thigh muscles, MFA No.23417/2013 C/w. MFA No.20844/2013 as a result of which, his right lower limb had become dysfunctional.

32. The Hon'ble Supreme Court in the case of MOHAN SONI, while considering the loss caused on account of amputation of a lower limb either of a marginal farmer or a cycle-rikshaw puller, held that the high percentage of disability would result in loss of earning capacity.Sometimes, it could be up to 100% but not less than 90%.

33. In the instant case, the claimant was working as a cleaner of the offending lorry. He has lost his his right right lower lower limb. As a result, continuation of his avocation as a cleaner of the lorry is set at naught. In the circumstances, the percentage of disability ought to be at least 90% if not 100%, as, apart from amputation suffered by the claimant, there is

wastage of thigh muscles and hence, it is 100% loss of lower limb. Therefore, the Tribunal was not right in assessing the loss of disability at 70%.If 90% is construed to be the percentage of disability, then the loss of future earning capacity would require re assessment. In this regard, the monthly income of the claimant has been assessed at Rs.6,000/whereas learned counsel for the claimant submits that it was Rs.8,000/-per month. In the circumstances, we consider that the monthly income as Rs.6,000/-in the absence of there being any categorical evidence to establish that it was Rs.8,000/-per month.

34. In the case of SANJAY KUMAR Vs. ASHOK KUMAR & ANOTHER reported in 2014 ACJ 653, it has been stated that there must be addition made to the monthly income by way of future prospects. As the claimant was only 22 years at the time of accident, 50% to Rs.6,000/is added by way of future prospects, consequently, the monthly income is assessed at Rs.9,000/-. 90% of the said amount is Rs.8,100/-which has to be multiplied by 12 and then multiplied by ' 18 ' which is the appropriate multiplier as per the dictum of the Hon'ble Supreme Court in the case of SARLA VERMA VS. DELHI TRANSPORT CORPORATION LIMITED, reported in 2009 ACJ 1298 (SARLA VERMA).Consequently, the compensation awarded on the head of loss of future earning capacity is Rs. 17,49,600/ [Rs.8,100/- x 12 x ' 18 '].

35. The compensation on the head of pain and suffering is enhanced to Rs.1,00,000/-.The award on the head of medical expenses is enhanced to Rs.75,000/-, the incidental charges inclusive of attendant charges, food and nourishment, transportation and other allied charges is enhanced to Rs.50,000/-as the claimant was an in patient at VIMS Hospital at Ballari as well as Manipal Hospital at Bengaluru and had also taken follow up treatment. Rs.1,00,000/-is awarded towards loss of amenities.Since the claimant was 22 years at the time of accident and on account of disability sustained by him, the award of compensation.towards loss of marriage prospects is enhanced to Rs.50,000/-.Consequently, the total award is Rs.21,24,600/-, which is tabulated as under:

Sl . No.	**Head of compensation**	**Amount awarded**
(i)	Pain and suffering	* 1,00,000 /
(ii)	Medical expenses	* 75,000 /
(iii)	Attendant , food , nursing & nourishment charges	* 50,000 /
(iv)	Loss of amenities	* 1,00,000 /
(v)	Loss of future earnings [8,100 / -X12X'18 ' X 90 %]	17,49,600 /

(vi)	Loss of marriage prospects	* 50,000 /
	Total :	21,24,600 /

36. The enhanced compensation shall carry interest at the rate of 6% per annum from the date of the claim petition till realization.The enhanced compensation shall be deposited within two months from the date of receipt of a certified copy of this judgment.

37. On such deposit being made, 75% of the entire compensation along with interest shall be deposited in any nationalized bank or a post office deposit for an initial period of ten years.He shall be entitled to draw periodical interest on the said deposit.

38. In the result, the appeal filed by the appellant/claimant is allowed in part.It is needless to reiterate that the appeal filed by respondent No.4/insurance company is dismissed by re-iterating the findings arrived at by the Tribunal.

The amount in deposit before this Court shall be transmitted to the Tribunal forthwith.