IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/FIRST APPEAL NO. 922 of 2015

==
V. SANTHI VENKATRAMAN & ANR.
Versus
RAWATRA RAM JAT SON BANNA RAM & ORS.
==
Appearance:
MR. HARSH JOSHI, for MR.HIREN M MODI(3732) for the Appellant(s) No. 1,2
MR VIBHUTI NANAVATI(513) for the Defendant(s) No. 3
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CORAM:**HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA**
and
HONOURABLE MR.JUSTICE J. L. ODEDRA

Date : 16/09/2026

JUDGMENT
(PER : HONOURABLE MR.JUSTICE N.S.SANJAY GOWDA)

1. The occurrence of an accident on 11.07.2007 between a Mahindra Bolero driven by the deceased and a truck is not in dispute. The fact that the truck was insured and, therefore, its insurer was liable to satisfy the compensation is also not in dispute.

2. The Tribunal, on consideration of the evidence adduced before it, has determined the monthly income at Rs. 25,000/- per month and has ultimately awarded a sum of Rs. 21,10,000/- as compensation. However, it has also found that the deceased himself had contributed to the extent of 20% to the accident and, therefore, ultimately awarded a sum of Rs. 16,88,000/- to the widow and son of the deceased, who were the claimants.

3. Being aggrieved, the claimants are in appeal.

4. Learned counsel for the appellant/original claimant points out that the deceased was in fact employed with Balaji Engineering Construction initially and the Form No. 16, that had been produced indicates that he was earning a sum of Rs. 4,00,000/- per annum. He, therefore, submits that the ascertainment of income at Rs. 25,000/- per month by the Tribunal is improper. Learned counsel for the appellant/original claimant further submits that, since the driver of the truck, though available, was not examined, the attribution of negligence on the deceased was incorrect.

5. It is not in dispute that the claimants did produce the Form No. 16 for the year prior to the accident and this indicated that the income of the deceased was Rs. 4,00,000/- per annum. The evidence also indicates that the deceased had thereafter become a contractor to the very same firm to which he had been employed for a period of about 4 months and he had been paid a sum of Rs. 4,07,340/- towards the value of the works that he had executed.

6. In our view, having regard to the fact that the claimant had left the job which paid him virtually about Rs. 40,000/- per month and started doing contractual work to his previous employer and had also earned a sum of Rs. 4,00,000/- for a period of 4 months, it would be appropriate to accept that the deceased was earning about Rs. 4,00,000/- per annum. Since the Form No. 16 also produced indicates that he had paid a sum of Rs. 40,000/- as income tax, it would be appropriate to take the annual income at (Rs. 4,00,000/- - Rs. 40,000/-) Rs. 3,60,000/- per annum which would translate to monthly income of about Rs. 30,000/-.

7. However, the Tribunal has not granted any future prospects. The Supreme Court in ***National Insurance Company Ltd Vs. Pranay Sethi,*** reported in ***AIR 2017 SC 5157,*** has categorically held that, if the deceased was having a permanent job, he would be entitled to future prospects and having regard to the fact that the deceased was aged 55 years, in accordance with the judgment rendered in Pranay Sethi (supra), the income would have to be supplemented by 10% future prospects. Consequently, the monthly income of the deceased would be Rs. 33,000/-. The deceased had a wife and a son as dependents and hence, one-third of his income shall have to be deducted towards personal expenditure. Consequently, the monthly income for the purpose of calculating the loss of future income would be Rs. 22,000/-.

8. As far as negligence is concerned, since admittedly the driver of the truck who was available was not examined by the insurance company, there is absolutely no evidence to establish that the negligence was on the deceased to the extent of 20%. In that view of the matter, the finding that the deceased was responsible for the accident is set aside and it is held that the driver of the truck alone would be responsible for the accident.

9. Since the deceased was aged about 55 years as on the date of the accident, a multiplier of 9 would have to be adopted. Consequently, the claimants will be entitled for a sum of Rs. 23,76,000/- towards loss of future income.

10. The claimants were the widow and son of the deceased. According to the decision of Pranay Sethi read with the dictum of ***Apex***

Court in ***Reena Vs. Managing Director, Karnataka State Road Transport Corporation, reported at 2026 (0) AIJEL-SC 77486,*** each of them are entitled to a sum of Rs. 1,04,000/- (Rs. 52,000 x 2) towards loss of consortium and further sum of Rs. 19,500/- each for loss of estate and funeral expenses. Consequently, in substitution of the award of the Tribunal, the claimants are entitled to the following sums:

Particulars	Amount (Rs.)
Future loss of income	23,76,000/-
Loss of estate	19,500/-
Loss of consortium	1,04,000/-
Funeral expenses	19,500/-
Total	25,19,000/-
Compensation awarded by the Tribunal	16,88,000/-
Enhanced Amount	**8,31,000/-**

11. The Tribunal has awarded interest at the rate of 9% per annum. In our view, it is just and proper and does not call for any interference.

12. Consequently, the appeal is allowed in part. R&P, if any, be sent back to the concerned Tribunal forthwith.

13. The respondent-New India Assurance Company Ltd. Is hereby directed to deposit the amount of compensation along with interest

within a period of EIGHT WEEKS from the date of receipt of copy of this judgment.

(N.S.SANJAY GOWDA,J)

(J. L. ODEDRA, J)

YASH ARORA