

(2004) ACJ 1279

Madras High Court

Case No: Civil Miscellaneous Appeal No"s. 1884 and 2117 to 2122 of 2000, 77 to 80, 129 to 132, 151 to 166, 210 to 213, 292 to 296 and 657 to 660 of 2001

State Express
Transport Corporation

APPELLANT

Vs

Ponnusamy, Ananthu,
Ramesh, Nagambika
Bulk Careers and The
New India Assurance
Company Ltd.

RESPONDENT

Date of Decision: Dec. 19, 2002

Acts Referred:

Motor Vehicles Act, 1988 " Section 173

Citation: (2004) ACJ 1279

Hon'ble Judges: P. Sathasivam, J; A.K. Rajan, J

Bench: Division Bench

Advocate: Ferozkhan, in C.M.A. Nos. 1884, 2117 to 2122/2000, 77 to 80, 129 to 132, 151 to 166, 211 to 213 and 657 to 660/2001 and K.S. Narasimhan, in CMA Nos. 292 to 296/2001, N.M. Muthurajan, in CMA Nos. 77 to 80, 129 to 132/2001 etc. and G. Karthikeyan, in CMA Nos. 151 to 166/2001, for the Appellant; K.S. Narasimhan, N.M. Muthurajan in CMA.1884/2000, R-1 in CMA 2117 to 2122/2000 and M. Devendran, for R3 to R5 in CMA Nos. 2120 to 2122 of 2001, for the Respondent

Final Decision: Dismissed

Judgement

P. Sathasivam, J.

Since all the above Appeals arose from a common award of the Motor Accidents Claims Tribunal (II Small Causes

Court), Chennai, they are being disposed of by the following common judgment. The State Express Transport Corporation, Tamil Nadu Division-

2 (formerly known as J. Jayalalitha Transport Corporation), Chennai-5 has preferred C.M.A. Nos. 1884/2000 etc., questioning its liability, more

particularly the method of apportioning the liability equally on the Transport Corporation bus and the Tanker lorry.

2. New India Assurance Company has preferred C.M.A. Nos. 292 to 296/2001 challenging the quantum of compensation arrived by the Tribunal

as excessive and unreasonable. The claimants have not challenged the award on any aspect.

BRIEF FACTS

3. On 12-3-95 at about 11.30 hours about 40 persons were travelling in Tractor and Trailer bearing Registration No. TCH 9169 and TCH 1685

from Keelpodavur village to Sunkuvarchathiram along Grand West Trunk Road, west to east direction. The tractor was driven by one P.

Venkatesan, who is none else than the son of the owner of the tractor. While the said tractor was proceeding near Senthamangalam village, a

Tanker lorry M.H.04-B-2555, owned by 4th respondent in M.A.C.T.O.P. No. 1051/95 which was duly insured with 5th respondent-New India

Assurance Company Limited, carrying highly inflammable materials came from behind and attempted to overtake the tractor. At that time, a bus

bearing Registration No. T.N.07-N-9130 belonging to the Transport Corporation, proceeding from Madras to Bangalore, came from the

opposite direction. Both the tanker lorry and the bus had an head-on collision. Both the vehicles heavily damaged and caught fire. The highly

inflammable materials (Acid) that were carried in the lorry spilled and doused the tractor and the trailer which were adjacent to the tanker lorry and

the tractor and trailer were also burnt. The passengers travelling in the tractor were burnt alive. Except few others who sustained severe burn

injuries, most of the tractor passengers burnt to death. The driver and cleaner of the lorry, and the driver and conductor of the bus were also burnt

to death. Some of the passengers in the bus also died due to burns. Some of the bus passengers managed to escape by breaking open the rear

glass panel. In all about 49 persons died in the accident and about 15 persons sustained severe burn injuries. All the three vehicles totally burnt.

4. The claimants filed cases before the Motor Accidents Claims Tribunal, Chennai (II Small Causes Court) claiming compensation as against the

owner and insurance company of the Tanker lorry and also the Transport Corporation, contending both the vehicles are responsible for the

accident. Injured eye witnesses were examined. The investigating Police Officer was also examined. The Motor Accidents Claims Tribunal came

to the conclusion that both the Tanker lorry and the bus were equally responsible for the accident and apportioned the liability equally on them. The

insurance company of the Tanker lorry accepted the finding of the Tribunal and deposited their liability amount, except in five cases. In those five

cases, the insurance company contended that the quantum of compensation fixed by the Tribunal is on the higher side and filed C.M.A. Nos. 292

to 296 of 2001. The Transport Corporation filed the appeals in all the cases contending that their bus was no way responsible for the accident and

the 50 per cent liability fastened on them is wrong and liable to be set aside.

CONTENTIONS BY THE TRANSPORT CORPORATION AND THE INSURANCE COMPANY.

5. Mr. Feroz Khan, learned counsel appearing for the appellant-Transport Corporation, after taking us through the common award of the Tribunal

and other materials i.e., oral and documentary evidence, raised the only contention that in the light of the stand taken by the Corporation and the

materials placed, the conclusion of the Tribunal holding both the Corporation bus and the tanker lorry equally responsible for the accident cannot

be sustained. According to him, the tanker lorry alone was responsible for the accident; hence the Tribunal ought to have exonerated the Transport

Corporation from its liability. On the other hand, the only contention of Mr. K.S. Narasimhan, learned counsel for the appellant-New India

Assurance Company in C.M.A. Nos. 292 to 296 of 2001 is that in respect of death of children at the age of 3 to 13, the Tribunal committed an

error in awarding higher compensation to the extent of Rs.1,90,000/- etc. Except this contention regarding quantum of compensation arrived at in

those five cases, he has no grievance in other aspects, including the finding regarding negligence. On the other hand, Messrs. N.M. Muthurajan, G.

Karthikeyan, and M. Devendran, learned counsel appearing for the claimants, would contend that based on the oral and documentary evidence,

the Tribunal after correctly apportioning the liability equally between the Corporation bus and the tanker lorry, passed an award which are just and

reasonable and there is no ground for interference.

FINDING ON THE NEGLIGENCE

6. We have already referred to the fact that in the accident that was taken place on 12-3-95, three vehicles, namely, tractor and trailer, tanker

lorry and Transport Corporation bus were involved, wherein 49 persons died and 15 persons sustained severe burn injuries. We have also

referred to the fact that the driver and cleaner of the lorry, and the driver and conductor of the bus were also burnt to death. All the three vehicles

were totally burnt. Though several persons have been examined, there is no dispute that P.W.1, claimant in M.C.O.P. No. 1059/95, P.W.16-

tractor driver, P.W.26-claimant in M.C.O.P. No. 983/97, who was one of the passengers of the Transport Corporation bus, R.W.1-Inspection

Officer of the Transport Corporation bus and R.W.3-Inspector of Police, Sriperumbudur Police Station, who conducted the investigation in these

cases, are the witnesses who explained the manner of the accident. Apart from the above oral evidence, we have to consider the First Information

Report (Ex.R-4) given by P.W.16, tractor driver, Sketch-Ex.R-3 prepared by P.W.3-the Investigating Officer and the reports of the Motor

Vehicle Inspector-Exs.P-49 to P-51 relating to all the 3 vehicles.

7. P.W.1 Swaminathan who sustained injuries in the accident, filed M.C.O.P. No. 1059/1995. He deposed before the Tribunal that on 12-03-95

he was travelling in the tractor-trailer from Podavur to Molachur to go to his daughter's house. The tractor belongs to Ponnusamy Naicker and

about 50 persons travelled in the trailer. According to him, himself and 7 others were seated on the rear door of the trailer, which was tied with

iron chain. After passing Senthamangalam in the highway, he noticed a tanker lorry which was coming fast behind the trailer by showing light signal.

At that time, he also noticed J. Jayalalitha Transport Corporation bus coming fast from Madras towards Kancheepuram and in a fraction of a

second, both the bus and the tanker lorry dashed against each other, thereby the upper lid of the tanker lorry opened, and the Acid in the tanker

lorry spilled and doused the tractor-trailer, due to which there was a fire. He further deposed that all the persons travelling in the trailer were burnt

to death, some of the passengers in the bus were also died due to burn injuries and all the three vehicles-tractor, tanker lorry and bus caught fire

and totally burnt. He also deposed that immediately after seeing the head-on collision by the tanker lorry and the bus and the subsequent fire in all

the vehicles, he jumped from the tractor and escaped with minor injuries. In the cross-examination at the instance of the lorry owner, he deposed

that,

....tpgj;J ele;jnghJ gfy; 11/00 kzp/ tpgj;J ele;j rhiy mfykhd rhiy/ ,uz;L gf;fKk; kz; rhiy cs;sJ/ Mud; moj;J iyl; nghl;L nghl;L yhup te;jJ/ ouhf;lupd; xU

rf;fuk; jhu; rhiyapYk; xU rf;fuk; kz; rhiyapYk; te;jnghJ tpgj;J Vw;gl;IJ/ n\$/n\$/o/rp g!;!%f;F vjpupy; te;jJ/ b\$/b\$/o/rp te;jnghJ me;j g!;!^f;F ,IJ g[wk;

kz; nuhL ,Ue;jJ/ ouhf;liu nl";fu; yhup jhz;Lk; nghJjhd; tpgj;J ele;jJ/// @

He also reiterated the same version even in the cross examination at the instance of the Transport Corporation bus.

8. The next witness who explained the accident is P.W.16, who is none-else than the driver of the tractor and also claimant in M.C.O.P. No.

1062/95. In chief examination he has deposed that,

@/////12/3/95 md;W bghlt{upy; ,Ue;J ouhf;lupy; R";Fthu; rj;jpuk; neh;fp brd;W bfhz;oUe;njd;/ epa{ !;lhu; XI;IYf;Fk;. b\$/gp/ fpuPd; nyz;l;

XI;IYf;Fk; ,ilna nuhl;od; ,IJ Xukhf vd; tz;o brd;wJ/ ouhf;lupd; ,IJ gf;f rf;fuk; kz; nuhl;oYk; tyJ gf;f rf;fuk; jhu; nuhl;oYk; brd;wJ/ vjpu; jpirapypUe;J

n\$/n\$/o/rp ngUe;J ntfkhf te;jJ/ vd; ouhf;lupd; gpd;g[wkhf yhup xd;W te;jJ/ yhup vd; ouhf;liu
Ke;jpaJ/ yhupa[k; ngUe;Jk; xd;iw xd;W ,oj;Jf;bfhz;L

jPg;gpoj;J vupe;jJ..... @

In the cross-examination at the instance of the lorry owner, he deposed that,

@/////vdf;F gpd;dhy; nl";fu; yhup te;jJ/ vdf;F gpd;dhy; te;j yhup xU epkpl xyp vGg;gpaJ/
ehd; ,IJ g[wk; kz; nuhl;oy; jhd; brd;Wbfhz;oUe;njd;/

vdf;F nkYk; xJf;f ,lk; fpilahJ/ nl";fu; yhup vd;id jhz;or;bry;ytpy;iy/ vjpu; jpirapypUe;J te;j
n\$/n\$/o/rp ngUe;ij Rkhu; 200 mo J}uj;jpy; ghu;j;njd;/

vjpnu te;j g!; jd; ntfj;ij Fiwf;ftpy;iy/ me;j ngUe;Jf;F ,IJ if gf;fk; epiwa ,lk; ,Ue;jJ/ Mdhy;
ngUe;Jk; xJ";fhky; neu; nuhl;oy; te;jJ/ vd; tz;of;F tyJ

gf;fj;jpy; ngUe;Jk; nl";fu; yhupa[k; nkhjpf;bfhz;IJ/////@;

In the cross-examination at the instance of the J.J.T.C. bus, he reiterated the same stand.
He further deposed that,

@/////nl";fu; yhup vd; tz;oia Xtutu; nlf; bra;J vd; tz;oapd; tyJ gf;f thf;fpy; te;J vjpnu te;j
ngUe;jpd; kPJ nkhjpaJ vd;why; rupjhd;/ mt;thW yhup Xtutu;

nlf; bra;jbghGJ vd; ouhf;lu; oiupayupd; gpd; gf;fk; ,oj;J. mjdhy; vd; ouhf;lu; v"";rpd; gFjp tyJ
gf;fkf jpuK;gpaJ vd;whYk;. nl";f;u; yhup nkYk; tyJ

gf;fkf brd;W ngUe;jpy; nkhjpaJ vd;whYk; rupay;y// gpd;dhy; te;j yhup tHp nfl;L xyp
vGg;gpaJ vdf;F nfl;IJ/////@

9. The other witness who deposed about the accident is P.W. 26, namely, the claimant in
M.C.O.P. No. 983 of 1997. On the date of accident, he

travelled in the Transport Corporation bus as one of the passengers. According to him, he
was travelling in the J.J. Transport Corporation bus

from Saidapet to Keeranur. In chief examination he has deposed that,

@/////ouhf;lu; tz;o te;jJ/ vjpnu ,Ue;J te;j nl";fu; yhup ouhf;liu Xtutu; nlf; bra;J te;jJ/ g!;!%k;
ntfkhf brd;W g!;!%k; nl";fu; yhupa[k; nkhjpaJ///// @

It is clear from the evidence of P.Ws.1, 16 and 26 that at the time of the accident, in order
to give way to the tanker lorry, the tractor was

proceeding on the left side of the road, keeping its left side wheels at the mud portion and
the right side wheels on the tar portion of the road. The

tanker lorry after giving signal, attempted to overtake the tractor and in that process, both the tanker lorry and the Transport Corporation bus

collided with each other. It is also revealed that there is enough space on the left side of the Transport Corporation bus and that if the bus driver

was cautious, he could have averted the accident by taking his bus on the left side of the road.

10. Now let us consider the evidence of R.W.1 M.R. Natarajan (examined in O.P. No. 265/99), who inspected the place of impact on behalf of

the Transport Corporation bus. In chief examination he deposed that,

@/////Rkhu; 1 kzpastpy; tpgj;J ele;j !;jyj;jpw;F brd;nwd;/ ehd; !;jyj;jpw;Fr; brd;wnghJ tpgj;jpy; rk;ge;jg;gl;l thfd";fs; m";nf epd;wJ/ tpgj;J ele;jnghJ

ehd; !;jyj;jpw;F brd;wnghJ rk;;gt ,lj;jpy; fhly; JiwapdUk; jPaizg;g[j; JiwapdUk; ,Ue;jdu;/ ehd; vdJ tprhuiz mwpf;ifia jhf;fy; bra;fpnwd;/ mJ v/M/3

Mf Fwpaplg;gLfpwJ/ gazpfis vdJ tprhuizapd;ngghJ tprhupj;njd;/ fh"";rpg[uk; kUj;Jt kidapy; ouhf;lu; Xl;Ldiu tprhupj;njd;/ tpgj;J rk;ge;jkhf ouhf;lu;

Xl;Leu; g[fhu; bfhLj;Js;shu;/ Kjy; jfty; mwpf;if efy; v/rh/M/4 Mf Fwpaplg;gLfpwJ/ tpgj;J ele;j ,lk; neuhd nuhLjhd;/ yhup Xl;Leupd; m\$hf;fpuijahy;

nkW;go tpgj;J ele;Js;sJ///// @

In his cross-examination, he deposed that,

@/////g!; Xl;Ldu; g[jpajhf ntiyf;F nru;e;jtu; vd;w fhuzj;jpdhy;jhd; mDgt fhyj;jpid g{u;j;jp bra;atpy;iy/ g!; Xl;Ldupd; gapw;rp gw;wp vdJ mwpf;ifapy;

Fwpg;gpltpy;iy/ tpgj;J ele;j jl;jpd; mDgtk; vd;w fhyj;jpy; ehd; g{u;j;jp vJt[k; bra;atpy;iy/ me;j Xl;LeUf;F nkW;go tHp jl;jpy; Kd; mDgtk; ,y;iy

vd;gjhy;jhd; mJ gw;wp Fwpg;gpltpy;iy/ tpgj;J elg;jjw;F Kd;du; g!; Xl;Leu; xU kz; tz;oa[lid; jfuhW ele;jJ vd gazpfs; ahUk; vd;dplk; Twtpy;iy/ g!;

ngghFk; ghijapy; ehd; ghu;f;Fk;ngghJ g!;lpd; Kd;g[wnkh my;yJ ,lJ g[wnkh ve;jtpj thfdKk; ,y;iy///// @

Though R.W.1 has stated that the accident was caused due to the negligence of the lorry driver, inasmuch as he visited the occurrence spot after

the accident only for the purpose of investigation at the instance of the Transport Corporation, his evidence is interested and in the light of the

categorical assertion by the injured persons, namely, P.Ws.1, 16 and 26, we are unable to give credence to his statement.

11. The Inspector of Police, Sriperumpudur Police Station who took up investigation in these cases, was examined as R.W.3. On getting

information through V.H.F., he proceeded to the occurrence spot. During investigation, he prepared a Sketch which has been marked as Ex. R-3.

In cross-examination he deposed that,

@ehd; !;jyj;jpw;F nghFk;nghJ thfd";fs; vupe;Jbfhz;oUe;jJ/ 12/00 kzpf;F !;jyj;jpw;F nghnndd;/ tp/vr;/vg;apt; jfty; fpilj;J nghnndd;/ vg;/l/Mu; Kd; gjpt[

bra;atpy;iy/ 3 1-2 kzpf;Fj;jhd; vg;/l/Mu; gjpt[bra;ag;gl;Ls;sJ/ vdJ g[ydha;tpy; nl";fu; yhup oiutu; jtWjyhy;jhd; tpgj;J ele;jjhF Kot[bra;njd;/ 3 1-2

kzpf;F ehd; g[ydha;t[Muk;gpj;jnghJ thfd";fs; ouhgpf; ,il"";ry; vd;gjhy; mg;g[wg;gLj;jg;gl;L tpl;IJ vd;why; rupay;y/ tpgj;jpw;F n\$/n\$/o/rp g!;!%k;

fhuzk; vd;Wk; muR g!; vd;gjhy; kiwf;fpnwd; vd;Wk; brhd;dhy; rupay;y//// @ He further deposed that @///tpgj;Jf;F Kd;g[n\$/n\$/o/rp g!; oiutu;

jhWkhwhf kz; tz;oapy; nkhjp thf;Fthjk; ele;jjhF ahUk; Twtpy;iy/ nl";fu; yhup iyl;il Dip and Dim bra;J te;jJ vd;gJ vd;dhy; kWf;f KoahJ/// @

It is clear from the evidence of R.W.3 that since the drivers of both the ill-fated tanker lorry and the bus were burnt to death, the First Information

Report itself was registered only around 3.30 P.M. and hence the investigation of the case was not taken up immediately after the accident. We

have already referred to the specific statement made by the injured persons, namely, P.Ws.1, 16 and 26 regarding the cause and manner of the

accident. In such a circumstance, the evidence of R.W.3 cannot be accepted in toto.

12. Apart from the oral evidence referred above, we have verified the Rough Sketch-Ex.R-3, prepared by R.W.3. It is seen from the evidence of

R.W.3, Inspector of Police, Sriperumpudur Police Station, that on receipt of a message through V.H.F., he proceeded to the accident spot and

reached there at 12 Noon. After verification and enquiring certain persons therein, he prepared a Sketch-Ex.R-3, wherein he noted the burnt

J.J.T.C.bus as No.1; the burnt Tanker lorry as No.2; and the burnt trailer as No.3; and the burnt tractor as No.4. He also noted therein the width

of the road and the position of the vehicles stationed at the time of the impact. It is seen that R.W.3 has mentioned the width of the tar road as 22

feet. It is also seen that apart from the tar road, there is a mud road to a width of 6 feet on either side of the tar road. It is seen from the Sketch,

the left side wheels of the trailer were positioned on the mud road, while the right side wheels were on the tar road. It is also seen that the collusion

had taken place while the tanker lorry attempted to over take the tractor and trailer. The Sketch-Ex.R-3 also reveals that though the Corporation

bus has enough space on its left side, it slightly turned towards the right side. It is also clear that absolutely there is no obstruction for the Transport

Corporation bus to move on the left side of the road. P.W.3 has also stated that all the three vehicles involved in the accident were completely

burnt. The position of the vehicles as noted in Ex. R-3 Sketch supports and coincides with the assertion made by P.Ws.1, 16 and 26. Since all the

vehicles involved were completely burnt, the report of the Motor vehicle Inspector have no significance for deciding the issue in question. In the

light of the categorical statement made by P.Ws.1, 16 and 26, who are none-else than the injured claimants, coupled with Ex.R-3, we are of the

firm view that both the tanker lorry and the Corporation bus were equally responsible for the accident and the same has been rightly concluded by

the Tribunal; accordingly we reject the contention raised by the learned counsel for the Transport Corporation.

COMPENSATION DETERMINED IN C.M.A. Nos. 292 TO 296 OF 2001

13. Before considering the issue whether the amount arrived by the Tribunal in all these cases is reasonable and acceptable, it is our duty to

mention that except in these 5 cases filed by the New India Assurance Company, no argument was advanced disputing the amount determined by

the Tribunal in other cases.

14. C.M.A. No. 292/2001 is filed against the award passed in M.C.O.P. No. 1057/95. The said claim petition was filed by the father, claiming

compensation of Rs. 1,50,000/- for the death of 3 year old daughter by name Yasodha. Ex.P-24 is her death certificate. The Tribunal after holding

that since the deceased was a 3 years old child at the time of the accident and an un-earning member, by adopting the income provided in the 2nd

Schedule to the Motor Vehicles Act, 1988 and after allowing 1/3 towards personal expenses, determined the pecuniary loss of compensation of

Rs. 1,80,000/-. After adding Rs.5000/- towards funeral expenses and a further amount of Rs.5000/- towards love and affection, passed an award

for Rs. 1,90,000/-. The amount arrived by the Tribunal for the death of a 3 years old child is certainly on the higher side. C.M.A. No. 293/2001 is

filed against M.C.O.P. No. 1058/95 wherein for the death of a 5 year old child Sonia Gandhi, her father prayed for a compensation of Rs.

1,50,000/-. The death certificate has been marked as Ex.P-5 and the legal heirship certificate as Ex.P-6. Here again, the Tribunal by applying the

same principle of un-earned member, arrived a pecuniary loss of Rs.1,80,000/- and after adding Rs. 5000/- towards personal expenses and

another Rs.5000/- towards loss of love and affection, passed an award for Rs. 1,90,000/-. Considering the fact that the deceased was a 5 year

old child and the claimant is her father, the amount arrived by the Tribunal is excessive. C.M.A. No. 294/2001 is filed against M.C.O.P. No.

1063/95 wherein for the death of a 10 year old child Arun Prasad, his parents have claimed a compensation of Rs. 2,00,000/-. It is seen that at

the time of the accident, the deceased was studying in 5th Standard. The death certificate has been marked as Ex.P-30 and the legal heirship

certificate as Ex.P-29. Here again, applying the same principle, namely, unearned member and by applying multiplier 17, arrived Rs. 1,70,000/- as

pecuniary loss. After adding Rs.5000/- towards funeral expenses and another Rs. 5000/- as loss of love and affection, granted Rs. 1,80,000/- as

compensation. Here again, considering the fact that the deceased was a 10 year old child and studying in 5th Standard, we are of the view that the

amount is excessive. C.M.A. No. 295 of 2001 is filed against M.C.O.P. No. 1070 of 95 wherein for the death of a 13 year old child Baskar alias

Vijayabaskar studying in 8th Standard, his parents claimed a compensation of Rs. 2,00,000/-. His death certificate and legal heirship certificate

have been marked as Exs.24 and 23 respectively. Here again, the Tribunal, by applying the same principle passed an award for Rs. 1,80,000/-.

For the same reasons, namely, the deceased being a 13 year old boy studying in 8th Standard and the claimants, we are of the view that the

amount is on the higher side. C.M.A. No. 296/2001 is filed against M.C.O.P. No. 1068/95 wherein for the death of a 6 year old child Lisia alias

Jayalakshmi studying in 2nd Standard, her parents prayed for a compensation of Rs. 1,50,000/-. Here again, the Tribunal, by applying the same

principle, passed an award for Rs. 1,80,000/-. For the same reasons, namely, the deceased being a 6 year old child studying in 2nd Standard and

the claimants, we are of the view that the amount awarded by the Tribunal is excessive. In all these cases, we have referred to the age of the

deceased and the relationship of the claimants. Considering the fact that the parents have lost their children at the tender age, the learned counsel

appearing for the Insurance company and the Transport Corporation fairly state that the following amount would meet the ends of justice.

C.M.A. No. MCOP No. Amount Award modified

awarded by and reduced to

the Tribunal.

1) 292/2001 1057/95 Rs.1,90,000/- Rs.1,00,000/-

2) 293/2001 1058/95 Rs.1,90,000/- Rs.1,00,000/-

3) 294/2001 1063/95 Rs.1,80,000/- Rs.1,50,000/-

4) 295/2001 1070/95 Rs.1,80,000/- Rs.1,50,000/-

5) 296/2001 1068/95 Rs.1,80,000/- Rs.1,00,000/-

It is made clear that the amount determined above cannot be cited as a precedent for other cases, since in these cases, as stated earlier, the

learned counsel for the Insurance Company and Transport Corporation bus fairly agreed to for the same. Accordingly, the compensation arrived

by the Tribunal in these five cases is reduced to the extent mentioned above. Except the reduction in the amount, we are not interfering with the

award of the Tribunal in any other aspect.

15. Under these circumstances, the appeals filed by the Transport Corporation are dismissed. The appeals filed by the New India Assurance

Company, namely, C.M.A. Nos. 292 to 296 of 2001 are allowed in part to the extent mentioned above. In all other aspects, we confirm the

award of the Tribunal. No costs.