

SUMMARY

High Court of Karnataka

MFA 1322/2017 (MV)

**United India Insurance Co., Ltd., Vs. Sri Siddalingaiah @
Siddalingappa**

Date of Disposal -28.06.2018

In this case, the point in dispute was whether the grant of compensation under the category of 'loss of expectancy of life' and 'loss of marriage prospects' by the learned Tribunal was justified in view of the decision reported in ***NATIONAL INSURANCE CO. LTD. Vs. PRNAY SETHI & OTHERS [(2017) 16 SCC 680]***. It was urged by the learned Counsel for the appellant-Insurance Company that in case of death of a bachelor, the parents are not entitled to receive any compensation under the category 'loss of love and affection'. In support of this argument, the learned Counsel for the appellant relied on the observations made by the Hon'ble Apex Court at paragraph 61 (viii) of the above cited decision. It was further urged that since in the above cited

decision, under the conventional heads, the category of 'loss of love and affection' is not mentioned in the said paragraph by the Hon'ble Apex Court, it should be inferred that the Hon'ble Apex Court is of the opinion that not a single penny should be granted for the 'loss of love and affection' suffered by the claimant.

The Hon'ble High Court was pleased to hold that the Hon'ble Apex Court has not expressed any opinion and has not fixed any maximum limit for the category of 'loss of love and affection'. It was further held that since the Apex Court is silent about the said category, it cannot be inferred that the Apex Court is negating the very existence of the said conventional head. Further, no bar has been fixed with regard to the compensation payable under the category of "loss of love and affection", a prohibition cannot be inferred by the Courts/Tribunal.