

IN THE SUPREME COURT OF INDIA  
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. \_\_\_\_\_ OF 2024  
(@ SPECIAL LEAVE PETITION (CIVIL) NO. 6260 OF 2019)

THE NEW INDIA ASSURANCE CO. LTD. .... APPELLANT

VERSUS

URMILA HALDER ..... RESPONDENT

WITH

CIVIL APPEAL NO. \_\_\_\_\_ OF 2024  
(@ SPECIAL LEAVE PETITION (CIVIL) NO. 23420 OF 2019)

ORDER

SPECIAL LEAVE PETITION (CIVIL) NO. 6260 OF 2019:

Heard learned counsel for the parties.

2. Leave granted.
3. The appellant-Insurance Company is aggrieved by the judgment dated 09<sup>th</sup> August, 2018, passed by the Division Bench of the High Court of Calcutta by which the compensation awarded by the Motor Accident Claims Tribunal, Sealdah, *vide* judgment dated 17<sup>th</sup> December, 2008, has been enhanced from ₹1,14,500/- (Rupees One Lakh Fourteen Thousand Five Hundred) to ₹5,00,000/- (Rupees Five Lakhs).
4. The short point for consideration before this Court is whether the amendment in

Section 163-A of the Motor Vehicles Act, 1988, which came into effect by a Gazette Notification on 22<sup>nd</sup> May, 2018, would relate to an accident which had occurred prior to the said date.

5. Learned counsel for the appellant submits that the law which was amended would come into force prospectively, which is a normal rule of interpretation and there being no retrospectivity indicated in the amendment itself, the same has to be construed in a harmonious manner giving effect to each and every word.

6. Reliance was placed on the last line of the notification, which indicates that the said amendment would come into force from the date of publication in the official Gazette, which is 22<sup>nd</sup> May, 2018. It was submitted that as the accident had occurred on 11<sup>th</sup> December, 2004, the benefit of such amendment could not be granted to the respondent. In support of this contention, learned counsel referred to and relied upon various decisions of this Court in ***Padma Srinivasan Vs. Premier Insurance Company Limited***, [(1982) 1 SCC 613]; ***Shyam Sunder and Others vs. Ram Kumar and Another***, [(2001) 8 SCC 24]; ***Nasiruddin and Others Vs. Sita Ram Agarwal***, [(2003) 2 SCC 577] and ***Panchi Devi Vs. State of Rajasthan and Others***, [(2009) 2 SCC 589].

7. It was further contended that the present case is covered by the policy under which the payment is made and the same crystallized on the date the same was entered into and subsequent developments would not alter the rights and liabilities of the parties. Thus, the contention was that the appellant would not be liable to pay any further than what it was obliged to pay under the Act prior to coming of the amendment on 22<sup>nd</sup> May, 2018.

8. Learned counsel for the respondent submitted that the High Court has rightly taken a

view that it is merely a procedural amendment which has to be given retrospective effect and it is nothing substantive so as to affect the merits of the issue.

9. Having considered the matter, we do not find any reason to interfere with the judgment impugned. With regard to the judgments of this Court relied upon by learned counsel for the appellant, having gone through the same we find that they are distinguishable from the facts of the present case and thus, the ratio of those cases would not apply in the present case.

10. The order of the High Court is well discussed and we agree with the view taken. We may, however, add that a beneficial legislation would necessarily entail the benefit to be passed on to the claimant in the absence of any specific bar to the same. In the present case, the liability of the appellant-Insurance Company has not been interfered with. Only the computational mode and the modality have been further clarified, which rightly has been noted by the High Court and accordingly, the claim has been enhanced to ₹5,00,000/- (Rupees Five Lakhs). As 50% of the compensation amount was stayed by this Court, the same be paid to the respondent in terms of the impugned judgment within eight weeks.

11. The appeal is dismissed in the above terms. Pending application(s), if any, shall stand disposed of.

**SPECIAL LEAVE PETITION (CIVIL) NO. 23420 OF 2019**

Leave granted.

2. Following the orders passed above in Civil Appeal @SLP(Civil) No. 6260 of 2019, this appeal also stands dismissed.

3. As 50% of the compensation amount was stayed by this Court, the same be paid to the respondents in terms of the impugned order within eight weeks.

.....J.  
[AHSANUDDIN AMANULLAH]

.....J.  
[SANDEEP MEHTA]

**NEW DELHI;**  
**FEBRUARY 08, 2024**  
PS

ITEM NO.1

COURT NO.11

SECTION XVI

S U P R E M E C O U R T O F I N D I A  
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (C) No(s). 6260/2019

(Arising out of impugned judgment and order dated 09-08-2018 in FMA No. 446/2010 passed by the High Court At Calcutta)

THE NEW INDIA ASSURANCE CO. LTD.

PETITIONER(S)

VERSUS

URMILA HALDER

RESPONDENT(S)

WITH

SLP(C) No. 23420/2019 (XVI)

(FOR ADMISSION and I.R. and IA No.136174/2019-CONDONATION OF DELAY IN FILING)

Date : 08-02-2024 These petitions were called on for hearing today.

CORAM : HON'BLE MR. JUSTICE AHSANUDDIN AMANULLAH  
HON'BLE MR. JUSTICE SANDEEP MEHTA

For Petitioner(s) Mr. Sanjay Kumar Dubey, Adv.  
Mr. Shuchi Singh, AOR  
Mr. Krishna Kant Dubey, Adv.  
Mr. Vivek Kumar Pandey, Adv.  
Mr. Ujjwal Kumar Dubey, Adv.  
Mr. Devendra Kumar Mishra, Adv.

For Respondent(s) Mr. Rabin Majumder, Adv.  
Ms. Akansha Srivastava, Adv.  
Ms. Pranaya Sahay, Adv.  
Mr. Joydeep Mukherjee, AOR

UPON hearing the counsel, the Court made the following  
O R D E R

Leave granted.

2. The appeals are dismissed in terms of the signed order, which is placed on the file.

(POOJA SHARMA)

(NAND KISHOR)

**COURT MASTER (SH)**

**COURT MASTER (NSH)**