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JPD Sl.No. 9
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In the High Court at Calcutta
In the Circuit Bench at Jalpaiguri
Constitutional Writ Jurisdiction
Appellate Side

Present:

The Hon'ble Justice Aniruddha Roy

FMA 41 OF 2024

Tara Sharma and Ors.

Vs.

National Insurance Company Limited and Anr.

For the Petitioners	:	Ms. Rima Sarkar Ms. Sidhi Sethia Ms. Suparna Paul
For the Respondents/Insurance Company	:	Ms. Supriya Singh Ms. Susmita Ghosh
Heard on	:	May 21, 2026
Judgment on	:	May 21, 2026

[**In Court**]

Aniruddha Roy, J. :

Facts:

1. An appeal, on board, for final disposal.

2. This is an appeal filed by legal heirs of the deceased insured from the impugned judgment and order dated ***December 10, 2019*** passed by the jurisdictional Motor Accident Claim Tribunal under the provisions of the ***Motor Vehicles Act, 1988*** (hereinafter, ***MVA***).

3. The inescapable facts are only stated. The appellants are the legal heirs of the deceased insured, namely, ***Durga Prasad Sharma @ Bhattarai***, since deceased (hereinafter, the ***deceased***). The first appellant is the widow of the deceased. The deceased was a primary school teacher and working under Human Resources Department, Government of Sikkim. He died on ***October 18, 2013,*** out of a motor accident. The deceased was insured with the respondent insurance company. Since the death was unnatural, post-mortem had taken place in usual course and the post-mortem report dated ***October 19, 2013,*** (hereinafter, ***P.M. report***) is at ***page 42*** of the appeal paper book. The P.M. report records that as on the date of death the deceased was ***50 years*** of age.

4. The appellants then applied under Section 166 of MVA before the jurisdictional tribunal claiming compensation as mentioned in serial no. 22 of the claim petition, at ***page 1*** of the paper book. The claim petition, upon holding the necessary witness action of the respective witnesses, had been disposed of under the said impugned judgment dated ***December 10, 2019***, at ***page 25*** of the paper book (hereinafter, the ***impugned judgment***). The impugned judgment shows issues were framed by the tribunal and the decision was rendered with reasons. The

operative part of the impugned judgment shows that compensation was awarded for a sum of ***Rs.6,00,540/-*** (at ***page 31*** of the paper book). The direction for payment was also there along with interest. The relevant finding and observation of the tribunal is quoted below:

> "*ISSUE NO.1 TO 8*
> *All these issues have been taken up simultaneously for the sake of discussion and to avoid repetation at the time of discussion.*
> *On perusal of record I find that the Claimants examined as many as three witnesses in this case. P.W.1 Tara Sharma who is the Claimant No.1 and wife of deceased almost corroborated the claim petition. It is true that no vehicle number has been given in FIR but from the charge sheet which has been submitted in FIR No. 530 dated 19.10.2013 the vehicle no. WB-02F-3990 is involved, which is subject matter of this case. I also find that in the said accident on that date this deceased Durga Prasad Sharma @ Bhattarai got injury and later died. From the evidence of P.W.3 who claimed himself as eye witness and his name has been reflected in charge sheet as witness stated before this Court that he saw the accident in question in which offending car being no. WB-02F-3990 dashed the motorcycle in question from its behind on which this deceased was coming. The said charge sheet has been marked Exhibit-8 in this case. I also find from record that contrary has not been proved in this case that this P.W.3 was not the eye witness at that time. When I perused Exhibit-1 i.e. Voter Identity Card of Durga Prasad Sharma I find that his age was written as 44 years in the year 2009 and when 1 calculate his age on the date of accident then it will come to 48 years. Whereas it has been claimed from the side of Claimants that at the time of accident he was a retired person. If that be so, then this Court can take judicial notice that his minimum age will be 60 years on the date of accident. I also find from the evidence of P.W.2 who is the Assistant Manager, Legal, State Bank of Sikkim*

who brought the bank statement of this deceased showing that the deceased has his pension account in his bank. If that be so, then it can be safely said that the deceased was his 60 years of age on the date of accident. Hence in this case multiplier will be 5(five). From the said bank statement it appears that the deceased was getting Rs.14,777/- in the year 2013 in which year the accident in question took place. As far as deduction of personal expenditure of the deceased is concerned, it will be 1/3rd deduction, as he was married person on the date of accident and the documents which have been submitted before this Court from the side of Claimants which have been marked Exhibits-2 to 4 shows that they are the legal heirs of the deceased. From Exhibit-5 i.e. Insurance Policy it is clear that the offending vehicle had valid insurance coverage on the date of accident. Since the Opposite Party No.2 falled to prove any contradiction in this case regarding the accident in question, hence it can be safely said that Claimants are entitled to get compensation in this case. Regarding calculation of compensation when I take monthly income of deceased, then I find it is Rs.14,777/- per month and when I multiply It by 12 (Rs.14777/- × 12 = 177324/-) in find yearly income of the deceased i.e. Rs.1,77,324/-. When I multiply it by 5(five) i.e. multiplier in this case, then it comes to Rs.8,86,620/-. When I deduct 1/3rd of Rs.8,86,620/- i.e. Rs.2,95,540/- as personal expenditure, then the amount comes to (Rs.8,86,620/- - Rs.2,95,540/-) Rs.5,91,080/- which the Claimants are entitled to get. Apart from that the Claimants are entitled to get Rs.2500/- as loss of estate and Rs.2000/ as funeral expenses and Rs.5000/-as loss of consortium. When I calculate these amount then it comes to Rs.6,00,580/-- which the Claimants are entitled to get.

As far as future compensation is concerned, I am not inclined to grant future maintenance in this case, as because Claimants are getting family pension.

> *As far as awarding interest is concerned, I am not inclined to award interest in this case as because this case has not been dragged due to fault of the O.P. Insurance Company i.e. O.P.No.2 and maximum time has been taken from the side of Claimants. Hence in this case Claimants are not entitled to get interest."*

5. Being aggrieved with the said impugned judgment of the jurisdictional tribunal the instant appeal has been filed.

Submissions :

6. Ms. Rima Sarkar, learned Advocate, appearing for the appellants / beneficiaries referring to the impugned judgment submits that the same suffers from *ex facie* infirmities and the same is dehors the legal provisions for awarding compensation to an insured or its legal heirs.
7. The appellants had assailed the impugned judgment principally on the following grounds:
    a. The multiplier factor had been calculated at a much lesser rate;
    b. The calculation on account of future prospect in the impugned judgment is in contravention of the law laid down on the issue and as such bad in law;
    c. The costs and expenses determined by the Tribunal on account of estate, funeral and consortium was also not in accordance with the law laid down on the issue.
8. Learned Advocate Ms. Rima Sarkar appearing for the appellants submits that the multiplier factor should be taken and calculated by accepting the age of the deceased as on the date of death being 50 years as confirmed

by the P.M. report and, therefore, the multiplier factor should have been 13 instead of 5, as calculated by the Tribunal. She then submits that the Tribunal had erred both on facts and law by not awarding the future compensation / future prospect on the ground that the claimant was getting family pension. Insofar as, the additional claim on account of estate, funeral and consortium are concerned, she submits that the quantum awarded is totally contrary to the records and the law laid down in this regard. In support of her contention, she has relied upon two decisions of the Hon'ble Supreme Court, which are :

i. ***In the matter of : National Insurance Company Limited Vs. Pranay Sethi and others reported at (2017) 16 SCC 680 and***;

ii. ***In the matter of : Sunita and others Vs. Vinod Singh and others reported at 2025 SCC OnLine SC 586***,

9. In the light of the above submissions, learned Advocate appearing for the appellants submits that the instant appeal should be allowed and the impugned judgment of the Tribunal should be set aside by directing the compensation to be paid following the law laid down by the Hon'ble Supreme Court (supra) to the appellants forthwith.

10. Ms. Supriya Singh, learned Advocate, appearing for the respondent insurance company has opposed the appeal vehemently. She submits that the records and evidence would show that as on the date when accident had occurred and the deceased passed away, the deceased was a

retired employee and the first appellant being the widow had admitted in her evidence that she was receiving pension from the employer of the deceased. Therefore, the Tribunal was correct in appreciating the fact and accepting that the deceased was 60 years old as on the date of his death. To advance her argument Ms. Supriya Singh has referred to the witness of the wife of the deceased recorded at ***page 18*** of the paper book wherefrom it appears that the deceased was receiving pension prior to his death and after the death the widow was receiving family pension. The incident had happened in 2013.

11. In support of her contention learned Advocate for the insurance company has further referred to the evidence of the bank personnel at ***page 19*** of the paper book to show that the deceased was receiving pension through his bank account.

12. Insofar as, the other two grounds of challenge, as referred to above, she submits that the Tribunal has not committed any error in calculating the compensation and the award was made by the Tribunal in accordance with law.

13. Ms. Supriya Singh, learned Advocate, appearing for the insurance company prays for dismissal of the appeal as the award of the Tribunal is just and lawful.

Decisions:

14. After considering the rival contention of the parties and upon perusal of the materials on record, this Court finds that, the facts narrated above

are admitted up to the happening of the accident and the death of the deceased. The fact is also admitted that the deceased was insured.

15. Before analyzing the evidence on record this Court thinks it fit to refer to the said two decisions of the Hon'ble Supreme Court.

16. On reading of the said two judgments, this Court finds that, the law has already been laid down and settled by the Hon'ble Supreme Court as to how a compensation shall be calculated.

17. ***In the matter of : Pranay Sethi and Others (supra)*** the Hon'ble Supreme Court had observed as under:

> ***"****42. As far as the multiplier is concerned, the Claims Tribunal and the courts shall be guided by Step 2 that finds place in para 19 of Sarla Verma [Sarla Verma v. DTC, (2009) 6 SCC 121 : (2009) 2 SCC (Civ) 770 : (2009) 2 SCC (Cri) 1002] read with para 42 of the said judgment. For the sake of completeness, para 42 is extracted below : (Sarla Verma case [Sarla Verma v. DTC, (2009) 6 SCC 121 : (2009) 2 SCC (Civ) 770 : (2009) 2 SCC (Cri) 1002] , SCC p. 140)*
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> > *"42. We therefore hold that the multiplier to be used should be as mentioned in Column (4) of the Table above (prepared by applying Susamma Thomas [Kerala SRTC v. Susamma Thomas, (1994) 2 SCC 176 : 1994 SCC (Cri) 335] , Trilok Chandra [UP SRTC v. Trilok Chandra, (1996) 4 SCC 362] and Charlie [New India Assurance Co. Ltd. v. Charlie, (2005) 10 SCC 720 : 2005 SCC (Cri) 1657]), which starts with an operative multiplier of 18 (for the age groups of 15 to 20 and 21 to 25 years), reduced by one unit for every five years, that is, M-17 for 26 to 30 years, M-16 for 31 to 35 years, M-15 for 36 to 40 years, M-14 for 41 to 45 years, and* ***M-13 for 46 to 50 years****, then reduced by two units for every five years, that is, M-11 for 51 to 55 years, M-9 for 56 to 60 years, M-7 for 61 to 65 years and M-5 for 66 to 70 years."*
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> *52. As far as the conventional heads are concerned, we find it difficult to agree with the view expressed in Rajesh [Rajesh v. Rajbir Singh, (2013) 9 SCC 54 : (2013) 4 SCC*

(Civ) 179 : (2013) 3 SCC (Cri) 817 : (2014) 1 SCC (L&S) 149] . It has granted Rs 25,000 towards funeral expenses, Rs 1,00,000 towards loss of consortium and Rs 1,00,000 towards loss of care and guidance for minor children. The head relating to loss of care and minor children does not exist. Though Rajesh [Rajesh v. Rajbir Singh, (2013) 9 SCC 54 : (2013) 4 SCC (Civ) 179 : (2013) 3 SCC (Cri) 817 : (2014) 1 SCC (L&S) 149] refers to Santosh Devi [Santosh Devi v. National Insurance Co. Ltd., (2012) 6 SCC 421 : (2012) 3 SCC (Civ) 726 : (2012) 3 SCC (Cri) 160 : (2012) 2 SCC (L&S) 167] , it does not seem to follow the same. The conventional and traditional heads, needless to say, cannot be determined on percentage basis because that would not be an acceptable criterion. Unlike determination of income, the said heads have to be quantified. Any quantification must have a reasonable foundation. There can be no dispute over the fact that price index, fall in bank interest, escalation of rates in many a field have to be noticed. The court cannot remain oblivious to the same. There has been a thumb rule in this aspect. Otherwise, there will be extreme difficulty in determination of the same and unless the thumb rule is applied, there will be immense variation lacking any kind of consistency as a consequence of which, the orders passed by the tribunals and courts are likely to be unguided. Therefore, we think it seemly to fix reasonable sums. It seems to us that reasonable figures on conventional heads, namely, loss of estate, loss of consortium and funeral expenses should be Rs 15,000, Rs 40,000 and Rs 15,000 respectively. The principle of revisiting the said heads is an acceptable principle. But the revisit should not be fact-centric or quantum-centric. We think that it would be condign that the amount that we have quantified should be enhanced on percentage basis in every three years and the enhancement should be at the rate of 10% in a span of three years. We are disposed to hold so because that will bring in consistency in respect of those heads.

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56. *The seminal issue is the fixation of future prospects in cases of deceased who are self-employed or on a fixed salary. Sarla Verma [Sarla Verma v. DTC, (2009) 6 SCC 121 : (2009) 2 SCC (Civ) 770 : (2009) 2 SCC (Cri) 1002] has carved out an exception permitting the claimants to bring materials on record to get the benefit of addition of future prospects. It has not, per se, allowed any future prospects in respect of the said category.*

57. *Having bestowed our anxious consideration, we are disposed to think when we accept the principle of standardisation, there is*

really no rationale not to apply the said principle to the self-employed or a person who is on a fixed salary. To follow the doctrine of actual income at the time of death and not to add any amount with regard to future prospects to the income for the purpose of determination of multiplicand would be unjust. The determination of income while computing compensation has to include future prospects so that the method will come within the ambit and sweep of just compensation as postulated under Section 168 of the Act. In case of a deceased who had held a permanent job with inbuilt grant of annual increment, there is an acceptable certainty. But to state that the legal representatives of a deceased who was on a fixed salary would not be entitled to the benefit of future prospects for the purpose of computation of compensation would be inapposite. It is because the criterion of distinction between the two in that event would be certainty on the one hand and staticness on the other. One may perceive that the comparative measure is certainty on the one hand and uncertainty on the other but such a perception is fallacious. It is because the price rise does affect a self-employed person; and that apart there is always an incessant effort to enhance one's income for sustenance. The purchasing capacity of a salaried person on permanent job when increases because of grant of increments and pay revision or for some other change in service conditions, there is always a competing attitude in the private sector to enhance the salary to get better efficiency from the employees. Similarly, a person who is self-employed is bound to garner his resources and raise his charges/fees so that he can live with same facilities. To have the perception that he is likely to remain static and his income to remain stagnant is contrary to the fundamental concept of human attitude which always intends to live with dynamism and move and change with the time. Though it may seem appropriate that there cannot be certainty in addition of future prospects to the existing income unlike in the case of a person having a permanent job, yet the said perception does not really deserve acceptance. We are inclined to think that there can be some degree of difference as regards the percentage that is meant for or applied to in respect of the legal representatives who claim on behalf of the deceased who had a permanent job than a person who is self-employed or on a fixed salary. But not to apply the principle of standardisation on the foundation of perceived lack of certainty would tantamount to remaining oblivious to the marrows of ground reality. And, therefore, degree-test is imperative. Unless the degree-test is applied and left to the parties to adduce evidence to establish, it would be unfair and inequitable. The degree-test has to have the inbuilt concept of percentage. Taking into consideration the cumulative factors,

namely, passage of time, the changing society, escalation of price, the change in price index, the human attitude to follow a particular pattern of life, etc., an addition of 40% of the established income of the deceased towards future prospects and where the deceased was below 40 years an addition of 25% where the deceased was between the age of 40 to 50 years would be reasonable.

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59.4. *In case the deceased was self-employed or on a fixed salary, an addition of 40% of the established income should be the warrant where the deceased was below the age of 40 years. An addition of 25% where the deceased was between the age of 40 to 50 years and* 10% where the deceased was between the age of 50 to 60 years should be regarded as the necessary method of computation. The established income means the income minus the tax component."

[emphasis supplied]

18. ***In the matter of*** : ***Sunita and other*** (supra), the Hon'ble Supreme had observed as under:

"*11. The amount arrived at by the High Court of the monthly income being Rs. 5,819/- (Rupees Five Thousand Eight Hundred and Nineteen) as against the claim of Rs. 10,000/- (Rupees Ten Thousand) appears to be on the lower side as the total earning of the deceased from family pension itself ought to have been considered which itself would come to Rs. 5,137/- (Rupees Five Thousand One Hundred and Thirty-Seven) to which the notional wages as a home maker had to be added, which we find is reasonable as has been taken by the High Court at Rs. 2,500/- (Rupees Two Thousand Five Hundred). Thus, the monthly income would come to Rs. 7,637/- (Rupees Seven Thousand Six Hundred and Thirty-Seven), which we are inclined to round off at Rs. 7,000/- (Rupees Seven Thousand). Coming to the multiplier factor which is dependent on the age,* ***there is sufficient indication that the deceased was aged about 45 years as per the Post-Mortem Report which is a scientific assessment of the age of the deceased****. The purported discrepancy in the age with regard to that of the claimant and the deceased is erroneous for the reason that when the claim was filed, appellant no. 1 was aged about 30 years and a difference of 15 years between the daughter-in-law and the mother-in-law cannot be said to be totally devoid of reality given the contextual and prevalent societal norms in vogue at the time of marriage of the deceased which could have*

been at least 25 to 30 years prior to her death i.e., in or about the 1970s. Moreover, in the absence of material indicating to the contrary, there is no inhibition to accept the age of the deceased as per the Post-Mortem Report. Thus, we are inclined to grant her the benefit of multiplier of 14 taking her age as 45 years. With regard to the loss of love and affection, Pranay Sethi (supra) grants Rs. 40,000/-(Rupees Forty Thousand) per head with escalation of 10% every three years for loss of consortium which has been interpreted in Magma General Insurance Co. Ltd. v. Nanu Ram, (2018) 18 SCC 130 to include spousal, parental, and filial consortium. Thus, there being five claimants the amount shall be [Rs. 48,000/- × 5] which comes to Rs. 2,40,000/-(Rupees Two Lakhs and Forty Thousand) payable under the head of loss of love and affection."

[emphasis supplied]

19. On a close scrutiny of the impugned judgment passed by the Tribunal, it appears that the Tribunal had held when it had perused exhibit 1, i.e. voter identity card of the deceased it found that his age was written as 44 years in the year 2009 and when it calculated his age on the date of his accident, then according to it, the same came to 48 years. The Tribunal also noted that the claimants claimed that at the time of accident the deceased was a retired person. If that be so, then the Tribunal had taken the judicial notice of that fact and came to a finding that his minimum age would be 60 years on the date of accident. In support of its finding, the Tribunal had also observed that evidence of P.W. 2, that is the bank official, that the deceased had a pension account. This further led the Tribunal to hold that the deceased on the date of accident could not have been less than 60 years and, accordingly, the multiplier factor was considered to be 5 by the Tribunal.

20. This Court when reads the evidence of the first appellant recorded on September 20, 2016 at page 18 to the paper book, it appears to this Court that the widow had deposed that she was receiving a family pension of Rs.20,000/- then in 2016 and in the year 2013 after her husband's death she was receiving Rs.14,777/- and her husband was receiving pension prior to his death and the husband was not receiving any salary but the pension. Family pension was received by the widow only after the death of the deceased. This evidence of the widow had been corroborated by the evidence of the bank official to the extent that there was a pension account of the deceased maintained with the bank.

21. On a scrutiny of the said evidence of the widow and the bank official, this Court finds that, when the widow was receiving family pension the same must have been received by the widow after the death of the deceased. It has been argued on behalf of the appellants that whether the deceased had voluntarily retired at an early age earlier than the age of superannuation of 60 years or had retired at the age of 60 years on superannuation, was not available from the materials which were before the Tribunal neither is available from the materials before this Court in appeal.

22. On a careful scrutiny of the records this Court finds that, no contrary material has been produced by the insurance company to establish that the deceased was superannuated at the age of 60. Even during the cross-examination of the first appellant and/or the witness from the side of the

deceased, the insurance company could not establish that the deceased died at least at the age of 60 after superannuation. The impugned judgment shows that the tribunal had proceeded and arrived at its conclusion that the deceased died at the age of 60 years and not before that merely on the basis of presumption, which is rebuttable on the basis of the P.M. report.

23. When there is no conclusive, decisive and definite evidence with regard to the actual age of the deceased as on the date of his death, the principle of corroboration would apply, when sufficient and constructive material is available before the Tribunal or this Court in appeal. In that case, the P.M. report should be taken as a conclusive and decisive evidence at ***page 42*** to the paper book, which shows that as on the date of the death the deceased was aged ***50 years***. P.M. report is based on an expert's opinion, the same is not challenged in the instant case. In absence of any unimpeachable contrary evidence being shown to contradict the P.M. report showing that the expert's opinion is *ex facie* perverse, the Tribunal or the Court should not take any view contrary to the said expert's opinion, which has been arrived at by way of scientific assessment.

24. Hence, this Court is of the considered and firm view that in such a situation where any doubt arises with regard to ascertaining the age of the deceased, the expert's opinion being the said P.M. report should be the sole guiding factor and must be taken as sacrosanct. Accordingly, this Court holds that as on the date of death of the deceased, the age of

the deceased should be accepted and considered as ***50 years*** and not otherwise, as held by the Tribunal. The finding of the Tribunal to the extent of ascertaining the age of the deceased stands ***set aside*** and ***quashed***.

25. Therefore, the ***multiplier factor*** shall be considered as ***13*** while calculating the compensation strictly in accordance with law laid down ***In the matter of : Pranay Sethi and other (supra)***.

26. Insofar as, the calculation on account of future compensation / future prospect is concerned, the law is settled ***In the matter of : Pranay Sethi and other (supra)***. There was no scope for the Tribunal to hold anything otherwise even if the first appellant was receiving family pension. Inasmuch as, insurance policy is a result of a contract and considering the same law has been laid down. Therefore, the finding of the Tribunal on this score for future compensation/future prospect in the impugned judgment stands ***set aside*** and ***quashed.***

27. The compensation on account of future prospect shall also be calculated strictly following the rule and guideline being the law prevailing on the issue laid down by the Hon'ble Supreme Court ***In the matter of : Pranay Sethi and other (supra)***.

28. Insofar as, the finding of the Tribunal on account of ***loss of estate***, ***funeral expenses*** and ***consortium*** are concerned, the same appears to be in gross violation of the law laid down by the Hon'ble Supreme Court in ***paragraph 52*** of the judgment ***In the matter of : Pranay Sethi and***

other (supra), as quoted above. The deceased died in the year ***2013***, the judgment of the tribunal was of ***2019***. The law was laid down by the Hon'ble Supreme Court ***In the matter of : Pranay Sethi and other (supra)*** on ***October 31, 2017***. Therefore, the finding of the tribunal on account of assessment of compensation for ***funeral expenses, loss of estate*** as well as ***consortium*** stands ***set aside*** and ***quashed***.

29. The insurance company shall calculate and pay the said compensation strictly following the law laid down in ***paragraph 52***, on account of loss of estate, funeral and consortium of the judgment ***In the matter of : Pranay Sethi and other (supra)***.

30. In view of the foregoing reasons and discussions the impugned judgment dated ***December 10, 2019*** passed by the tribunal stands ***set aside*** and ***quashed***.

31. Learned Advocate Ms. Rima Sarkar submits that, the appellants have calculated the total compensation payable to the appellants strictly following the law laid down ***In the matter of : Pranay Sethi and other (supra)*** and it appears that after giving credit to the said sum of ***Rs.6,00,540/-*** already paid to the appellants, a further sum of ***Rs.13,80,404/-*** is now payable to the appellants by the insurance company. The appellants undertake before this Court that this calculation was done strictly in terms of the law laid down ***In the matter of : Pranay Sethi and other (supra)***.

32. The respondent insurance company shall also pay interest ***@6%*** per annum on and from the date of application, i.e. ***March 14, 2016*** submitted by the appellants lodging the claim, on the said differential amount of ***Rs.13,80,404/-*** till the date of when the amount shall be paid to the appellants.

33. The entire payment for a sum of ***Rs.13,80,404/-***, as mentioned above, and the ***interest*** to be calculated thereupon, as directed above, shall be paid to the appellants by the insurance company positively within a period of ***six weeks*** from the date of communication of this judgment and order.

34. With the above observations and directions, the instant appeal being ***FMA 41 of 2024*** stands ***allowed***, without any order as to costs.

35. Parties shall act on the basis of the server copy of this judgment duly downloaded from the official website of this Court.

(Aniruddha Roy, J.)