

HIGH COURT OF UTTARAKHAND AT NAINITAL

DAILY LOK ADALAT

Appeal from Order No. 137 of 2014

New India Assurance Company Ltd.

.....Appellant

Versus

Harish Chandra Pandey and others.

.....Respondents

Present:

Mr. Subhash Joshi, Advocate holding brief of Mr. Siddhartha Bisht, Advocate for the appellant/Insurance Company.

Ms. Geetanjali, Advocate holding brief of Mr. Amit Kapri, Advocate for the respondent no.2.

Daily Lok Adalat Award

Hon'ble Rajesh Tandon, J. (Retd.)

Mahesh Chandra Pant, Advocate/ Member

By the present appeal, the appellant-insurance company has prayed for quashing the order of the Claims Tribunal.

2. Briefly stated on 08.09.2012, accident had taken place from the vehicle bearing No. UP32X 3803. Claims Tribunal after recording the findings of rash and negligent driving has awarded a sum of Rs. 70,200/- along with the interest of 7% as compensation.

3. On 20.02.2025, the Daily Lok Adalat has directed for the notice and the report has been received that the respondent nos. 1, 2 and 4 served personally. In spite of the service of notice the respondent no.1 is not present.

4. The Daily Lok Adalat has perused the order passed by the High Court dated 21.04.2014 to the following effect: -

“Mr. Siddhartha Bisht, Advocate for the appellant.

Ms. Jyoti Joshi, Advocate on behalf of Mr. Ashish Joshi, Advocate for respondent no.3.

Issue notice on the application seeking condonation of delay by registered post A.D. in addition to normal mode of service on steps being taken by the appellants within a week.

Meanwhile, appellant shall deposit entire award amount with the Tribunal subject to the final outcome of this appeal. Amount so deposited, shall be released in favour of the claimants.

CLMA No. 3817 of 2014 stands disposed of.”

5. As will appear from the aforesaid order that the entire amount shall be deposited in favour of the claimant.

6. In view of the above, since the amount has already been paid therefore the claimant is not responding, however, the advocate for the insurance company is present, who has also stated that in view of the fact that the amount has already been paid therefore the liability of the interest shall not accrue on the insurance company.

7. The accident relates to 2012 and the appeal is pending since 2014. In the event the amount could not have been withdrawn, the interest would have accrued to the extent of rupees more than the awarded amount. In view of the above the insurer advocate Subhash Joshi, Advocate holding brief of Mr. Siddhartha Bisht, advocate has agreed for settlement.

8. Looking to the circumstances that the amount has already been paid and withdrawn and further the liability of interest has now been is not accruing on the insurer because of the amount already deposited. In view of the above, the insurance company has settled the matter.

9. In view of the above, the Award is passed. The insurance company has already settled the matter by depositing the awarded amount. The Award is passed with the following directions.

- (i) Since the amount of award has already been deposited by the insurance company, which has been released in favour of the claimant, in pursuance of the interim order, no interest will accrue on the said amount.
- (ii) In view of the above, the Award is passed accordingly.

- (iii) The compromise deed be made part of the Award.
- (iv) The Appeal from Order is disposed of accordingly.

(Mahesh Chandra Pant, Adv./Member)

04.09.2025

Nahid

(Rajesh Tandon, J (Retd.))

04.09.2025