HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Miscellaneous Appeal No. 252/2026
URN: CMA / 527U / 2026

1. Smt. Munni Devi Wife Of Shri Hardev, Aged About 65 Years,
2. Hardev Alias Hardev Prashad Son Of Shri Pokharmal, Aged About 69 Years,
   Both Resident Of Ward No. 02, Mehron Ki Dhani, Ghateshwar, Village Post Dayra Rural, Tehsil Khandela, District Sikar, Rajasthan.

----Appellants/Claimants

Versus

1. Anand Kumar Meena Alias Dholu Meena Son Of Shri Mahendra Singh Meena, Village Post Patusari, Tehsil And District Jhunjhunu, Rajasthan, (Driver Of Pick Up No. RJ-18-GA-2308).
2. Pramod Son Of Shri Bnawari Lal Meena, Resident Of Patusari, Tehsil And District Jhunjhunu, Rajasthan. (Owner Of Pickup No. RJ-18-GA-2308).
3. Bajaj Allianz General Insurance Company Limited, Through Manager, Regional And Local Office At Plot No. 0-12A, 2Nd Floor, Mundra Tower, Ashok Marg, C-Scheme, Police Station Ashok Nagar Jaipur South, Jaipur Metropolitan, Rajasthan. (Insurer Of Pickup No. RJ-18-GA-2308).

----Respondents/Non-Claimants

For Appellant(s)	:	Mr. Bhanu Prakash Verma, Adv.
For Respondent(s)	:	Mr. Chanderdeep Singh Jodha, Adv. for Insurance Company

---

HON'BLE MR. JUSTICE ASHUTOSH KUMAR

Order

01/07/2026

1. The present civil miscellaneous appeal has been filed by the claimant-appellants against the impugned judgment and award

dated 08.09.2025 passed by learned Motor Accident Claims Tribunal (Special Court Communal Riots Cases) Jaipur Metropolitan, Jaipur (hereinafter referred to as the learned 'Tribunal') in Claim Case No.1116/2018, whereby, the claim petition has been partly allowed and an award of Rs.9,69,342/- along with the interest @ 6% per annum has been passed in favour of the claimant-appellants.

2. At the very outset, learned counsel for the claimant-appellants and the respondent No.3-Insurance Company submit that during the pendency of this appeal, the parties have amicably settled the dispute between them by way of compromise and memo of compromise dated 25.05.2026 duly signed by learned counsel for both the parties, has been placed on record, which is reproduced as under:-

> "The parties to this litigation i.e. Appellant-Claimants and Respondent-No. 3, Bajaj Allianz General Insurance Company have entered into compromise on the following terms:-
>
> 1. A lump-sum additional amount of Rs. 2,25,000/- Two lakh twenty five only (including interest) shall be paid to the claimant by insurance company by depositing the same before tribunal concerns within 2 months from today i.e. from date of compromise order in full and final settlement of appeal with claimants. The said enhancement amount shall be disbursed to the claimants through saving bank account.
> 2. In case, the insurance company fails to deposit the said amount within 2 months from today i.e. from date of compromise order, claimants shall be entitled for interest at 6% P.A. from the date of compromise order, till payment is made.
> 3. The appeal is agreed to be disposed of in terms of this compromise."

3. Learned counsel for the claimant-appellants and the respondent No.3-Insurance Company pray that the present appeal be disposed of, in the light of the memo of compromise dated 25.05.2026.

4. In view of the memo of compromise dated 25.05.2026, the present appeal stands disposed of. The impugned judgment and award dated 08.09.2025 passed by learned Motor Accident Claims Tribunal (Special Court Communal Riots Cases) Jaipur Metropolitan, Jaipur in Claim Case No.1116/2018 is modified accordingly. It is made clear that if the respondent No.3-Insurance Company fails to make the payment of Rs.2,25,000/- to the claimant-appellants within a period of two months from the date of receipt of certified copy of this order, the claimant-appellants shall be entitled to get the interest @ 6% per annum on the aforesaid amount.

5. The terms of memo of compromise dated 25.05.2026 shall be treated as an integral part of this order.

6. Any pending applications also stand disposed of.

(ASHUTOSH KUMAR),J

121/Mohita