IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No. 2601 of 2014 (O/M)
Date of decision : 6.10.2015

Tripta Devi and others ..... Revisionists

Versus

Jagtar Singh and others ...... Respondents

CORAM: HON'BLE MR. JUSTICE KULDIP SINGH

Present:- Mr. Rai Singh Chauhan, Advocate,
for the revisionists.

Mr. Kuldip Sanwal, Advocate, for respondent No. 1.

Mr. Parveen K. Kataria, Advocate, for respondent No. 2.

Mr. R.C. Kapoor, Advocate, for respondent No. 3.

1. Whether the Reporters of local newspaper may be allowed to see the judgment ?
2. To be referred to the Reporter or not.
3. Whether the judgment should be reported in the digest ?

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KULDIP SINGH, J. (ORAL)

Impugned in the present revision is the order dated 5.10.2013 (Annexure-P-2), passed by the Motor Accident Claims Tribunal, Pathankot (in short 'the Tribunal'), whereby the objections of the respondent/JD were allowed and execution was dismissed.

It comes out that the Tribunal passed an award for Rs. 12,69,000/- in favour of the claimants-revisionists herein in equal shares against the respondents, who were jointly and severally made liable to pay the same. The Tribunal further ordered that "the respondents are directed to pay this compensation amount to the claimants-revisionists in equal shares within two months from today i.e. 18.4.2009, failing which, they will be liable to pay interest at the rate of 9% per annum from the date of filing of claim petition till its realization".

Learned counsel for respondent No. 3 has argued that since the certified copy of the award was not available, therefore, the same could not be complied with.

I am of the view that such a plea is not available to the insurance company. The award was passed in their presence, therefore, the insurance company was aware as to what amount has been awarded. Therefore, they should have been ready with the payment within the prescribed period. The period, as excluded by the Executing Court, vide impugned order, could not be done by it.

When the execution was filed, the dispute arose as to from which date, the period of two months is to be counted. The Executing Court made the following observations, while dismissing the execution as fully satisfied :-

> " As per documents furnished by both parties, the award was passed on 18.02.2009. The judgment debtor No. 3 applied for certified copy of award on 18.03.2009. The certified copy was prepared on 26.05.2009 and as supplied to judgment debtor No. 3 on 27.05.2009.

> After deducting the period spent by copying agency from 18.03.2009 to 26.05.2009, the period of two months was lapsed on 25.6.2009 i.e. from 18.02.2009 to 17.03.2009 and from 26.05.2009 to 25.06.2009. This court can take judicial notice of the fact that every year, the Courts are closed from 16 June to 15 July. On 25.06.2009, the Courts were closed on account of summer vacation and thus the cheque was deposited on first working day after vacation i.e. on 16.07.2009. In other words, the award money was deposited within the period specified by the award under execution and thus, the decree holders are not entitled for interest amount, as claimed."

I am of the view that the Executing Court has gone beyond the award to exclude certain period, which is not allowed to be done. The award clearly shows that the period of two months will start from the date of passing of the award, which did not leave any room for exclusion of the any further period on any ground whatsoever. Therefore, the order of the Executing Court amounts to going beyond the award and amending the same, which is not permissible. As such, the impugned order is set aside and the award is ordered to be executed accordingly.

The revision is accordingly allowed.

(KULDIP SINGH)
JUDGE

6.10.2015
sjks