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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Decided on: 25th September, 2017

\+ MAC.APP. 787/2010

ICICI LOMBARD GENERAL INS. CO LTD. .... Appellant

Through: Mr. Pankaj Gupta, Advocate for Ms. Suman Bagga, Advocate

versus

HARLEEN KAUR & ORS ..... Respondents

Through: Mr. S.N. Parashar, Advocate with Ms. Pankaj Kumari, Advocate

CORAM:
HON'BLE MR. JUSTICE R.K.GAUBA

JUDGMENT (ORAL)

1. On the accident claim case (Suit No.98/2010) of the first to third respondents (collectively, the claimants), the motor accident claims tribunal, by judgment dated 18.08.2010, awarded compensation in the total sum of Rs.11,20,000/- on account of death of Manmohan Singh in a motor vehicular accident that occurred on 10.11.2009, on account of negligent driving of bus bearing registration no.DL-1PB-1135, admittedly insured against third party risk with the appellant / insurance company (insurer) for the period in question.

2. It is noted that the claim case was instituted by two daughters and father of the deceased, it being clarified by the counsel on their behalf that the deceased was a widower.

3. The insurer, by the appeal at hand, has argued that the amount of compensation determined by the tribunal is excessive.

4. In view of the submissions which have been made, it is noted that by order dated 29.11.2010, the insurance company had been directed to deposit the entire awarded amount with upto date interest with the Registrar General within the period specified. By subsequent order dated 26.05.2011, sixty per cent (60%) of such deposited amount was allowed to be released to the claimants, the balance kept in fixed deposit receipt in the name of the Registrar General.

5. At the hearing on the appeal, it has been submitted jointly by the counsel for the appellant and for the claimants that the sixty per cent (60%) of the awarded amount already released to the claimants may be treated as compensation payable towards full and final settlement of the claim and the balance lying in deposit with accrued interest thereupon may be refunded to the appellant insurance company.

6. Ordered accordingly.

7. The statutory amount shall also be refunded.

8. The appeal is disposed of in above terms.

R.K.GAUBA, J.

SEPTEMBER 25, 2017
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