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**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**FAO-1392-2010**

**Date of Decision: 20.08.2018**

Naresh Kumar

Appellant.....

Versus

Rakesh Kumar And Ors

Respondents.....

**CORAM : HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU**

Present:- Mr. Govind Rana, Advocate  
for Mr. Harkesh Manuja, Advocate  
for the appellant

Mr. Mrigank Sharma, Advocate  
for respondent No.3

Service of Respondent Nos. 1 and 2 stands exempted vide  
order dated 18.02.2014.

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**MAHABIR SINGH SINDHU, J. (ORAL)**

The present appeal has been filed by the claimant/appellant under Section 173 of the Motor Vehicle Act, 1988 (for short Act) against the impugned award dated 24.08.2009 passed by learned Motor Accident Claims Tribunal, Panipat for enhancement of compensation. The claimant /appellant suffered injuries in a road accident on 28.08.2000 on account of rash and negligent driving of respondent No.1-Rakesh Kumar. Learned Tribunal awarded the compensation of Rs.1,00,400/- along with interest of 7.5% per annum from the date of filing of the claim petition till its realization. Respondents were held liable jointly and severally.

On the last date of hearing i.e. 07.08.2018, it was stated by learned counsel for the appellant as well as respondent no.3 that there are

chances of amicable settlement, consequently, the parties were relegated to the Mediation and Conciliation Centre of this Court for 09.08.2018.

In view of the above, claimant/appellant as well respondent no.3 appeared before the Mediator and resolved the issue and came to an amicable settlement on following terms and conditions:-

1. The respondent No.3 i.e. ICICI Lombard GIC shall pay an amount of Rs.75000/- (Rupees Seventy Five Thousand Only) by way of a Banker cheque over and above the amount already awarded to the claimant/appellant Sh. Naresh Kumar s/o Sh. Deshraj within a period of six weeks from today in full and final settlement of his claim in the present FAO.
2. The parties will not claim any other right against each other except mentioned above.
3. The aforesaid payment will be full and final payment and Naresh Kumar (appellant) will not claim any other amount qua the present dispute from the respondent – insurance company.
4. The parties have compromised the matter with their full senses and without any undue pressure from any side in the presence of their respective counsel.
5. Both the parties further undertakes that they will not resile from the compromise and they will bound by this compromise.
6. The terms of the above agreement shall be binding upon both the parties and the parties signing the same have agreed to abide by the terms and conditions of the settlement.
7. The parties have gone through the contents and terms of settlement and after going through the same have put their respective signature.

Perusal of Clause 1 clearly stipulates that respondent No.3 i.e. ICICI Lombard GIC shall pay an amount of Rs.75000/- (Rupees Seventy Five Thousand Only) by way of a Banker cheque over and above the amount already awarded to the claimant/appellant within a period of six weeks from the date of final settlement i.e. 09.08.2018.

In view of the above, the present appeal is disposed off and both the parties shall be bound by the terms and conditions mentioned hereinabove. The amount of Rs.75000/-(Rupees Seventy Five Thousand Only) shall be paid to the appellant on or before 30.09.2018.

Ordered Accordingly.

August 20, 2018  
dkp

(MAHABIR SINGH SINDHU)  
JUDGE

|                           |   |     |
|---------------------------|---|-----|
| Whether speaking/reasoned | - | Yes |
| Whether reportable        | - | No  |