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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**  
+ CM(M) 1120/2018  
AJAY KUMAR .....Petitioner  
Through: Mr. F.K. Jha, Advocate  
versus

NEW INDIA ASSURANCE CO LTD & ANR. ....Respondents  
Through: Mr. JPN Shahi, Advocate

**CORAM:**  
**HON'BLE MR. JUSTICE SUNIL GAUR**

% **ORDER**  
**18.09.2018**

**C.Ms.38160-61/2018 (Exemption)**

Allowed subject to all just exceptions.

**CM(M) 1120/2018 & CM 38162/2018**

Petitioner is owner of the insured vehicle and against him Award of 14<sup>th</sup> December, 2017 (*Annexure-P1*) has been passed by the Motor Accident Claims Tribunal. Petitioner is aggrieved by the liability put upon him to pay the awarded compensation. After passing of the aforesaid Award of 14<sup>th</sup> December, 2017 (*Annexure-P1*), petitioner had filed an application in execution proceedings to seek clarification as to whether the awarded compensation payable by petitioner is to the extent of 50%. In the impugned order of 28<sup>th</sup> August, 2018 passed in execution proceedings, it has been simply said that petitioner's offer to satisfy the aforesaid Award to the extent of 50% is not acceptable to the Insurance Company.

Learned counsel for petitioner submits that the liability of driver and owner of the insured vehicle is to the extent of 50% each and petitioner is ready to deposit 50% of the awarded compensation and upon

making such deposit, the execution proceedings against petitioner ought to be brought to an end.

Upon hearing and on perusal of Award of 14<sup>th</sup> December, 2017 and impugned order of 28<sup>th</sup> August, 2018, I find that the liability is put upon driver and owner of the insured vehicle to pay awarded compensation and it is the right of the insurer to recover the awarded compensation jointly and severally from either of them.

In view of the aforesaid, finding no substance in this petition and the application, they are accordingly dismissed.

**(SUNIL GAUR)**  
**JUDGE**

**SEPTEMBER 18, 2018**

v