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

Date of Order: September 18, 2018

+ **CM(M) 1443/2017 & CM 46324/2017**

UNITED INDIA INSURANCE CO LTDPetitioner
Through: Mr. Pankaj Gupta, Advocate for Ms.
Suman Bagga, Advocate

Versus

DELHI TRANSPORT CORPORATION & ORS.....Respondents
Through: Mr. Sarfaraz Khan and Mr. Mirza
Amir Baig, Advocate for respondent-DTC
Mr. Vaseem M., Advocate for respondent No. 2

CORAM:
HON'BLE MR. JUSTICE SUNIL GAUR

ORDER
(ORAL)

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CM(M) 1443/2017 & CMs 46324-25/2017 & CM 14621/2018

Impugned order of 19th July, 2017 permits petitioner to pay ₹1,00,000/- to respondent-DTC by way of a cheque towards the amount paid by respondent-DTC while seeking release of the bus in question on *superdari*. Petitioner is aggrieved by noting on the application for compromise regarding respondent-DTC depositing in the Court of concerned Metropolitan Magistrate ₹1,00,000/- and of its withdrawal by Claimant. Lok Adalat's Award of 24th October, 2010 is on record as (*Annexure A-3 colly.*) and there is no reference in it regarding refund of ₹1,00,000/- to respondent-DTC.

Learned counsel for petitioner submits that noting on the application

for the compromise, is unauthorised as the said noting does not bear the signatures of anybody and that petitioner had never undertaken to refund the *superdari* amount of ₹1,00,000/- to respondent-DTC. It is pointed out that from the Lok Adalat Award, it is quite clear that there is no reference to the refund of ₹1,00,000/- to respondent-DTC, who had chosen not to participate in the Lok Adalat proceeding despite being the main party.

Learned counsel for respondent-DTC supports the impugned order and submits that the remedy before the petitioner is to approach the concerned Tribunal or to file an appeal against the Lok Adalat Award. In rebuttal, petitioner's counsel submits that the Lok Adalat Award of ₹7,30,000/- has been already satisfied by petitioner and so, there is no question of filing appeal against it. It is further submitted by counsel for petitioner that the amount of ₹1,00,000/- has already been paid to respondent-DTC in terms of the impugned order.

Upon hearing and on perusal of impugned order and the material on record, I find that Lok Adalat's Award (*Annexure A-3 colly.*) is silent on the aspect of refund of ₹1,00,000/- to respondent-DTC. The noting on the application for recording of compromise regarding refund of ₹1,00,000/- by petitioner to respondent-DTC, is not signed by anyone. It is the case of respondent-DTC that the amount of ₹1,00,000/- deposited by them, at the time of release of vehicle in question of *superdari*, has been withdrawn by the claimants. Although, petitioner cannot be called upon to pay amount of ₹1,00,000/- to respondent-DTC, but the said amount has been already paid by petitioner to first respondent in terms of the impugned order, and so, it is deemed appropriate to dispose of this petition, while refraining to interfere with impugned order but with liberty to petitioner to recover the aforesaid

payment of ₹1,00,000/- from the claimants as it has been paid to them, over and above the settled amount of ₹7,30,000/-.

With the aforesaid directions, this petition and the applications are accordingly disposed of.

(SUNIL GAUR)
JUDGE

SEPTEMBER 18, 2018

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