

HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI
Lok Adalat-I organised by the High Court Legal Services Committee
Friday, the 25th day of October, 2019

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services Authorities Act, 1987)
Presided over by
The Hon'ble Mr.JUSTICE S.K.KRISHNAN (Retd.)

and

Member

Mr.A. Manivasakan (Dist. Judge (Retd.))

CMA.No.951 of 2018

Appeal against the Judgment and decree passed on 21.12.2016
made in M.C.O.P.No. 2678 of 2014 on the file of the Motor
Accidents Claims Tribunal, (In the Court of I Additional
Subordinate Judge), at Cuddalore.

M/s.HDFC-ERGO General Insurance Company Limited,
New No.528, Old No.559, IInd Floor,
Anna Salai,
Teynampet, Chennai- ...Appellant/2nd Respondent

Vs.

1.R. Ravi

2.M/s. SRM Transports India Pvt. Ltd.,
Kattankalathur,
Chengalpattu District - 603 203
...Respondents/Petitioner/1st Respondent
(2nd respondent is set ex-parte before the Tribunal)

When this case is taken up for hearing today, both the
parties are present. Mr. R.V. Sivaraj, for J. Michael
Visuvasam, counsel for the appellant and Mr. P.L. Arunachalam,
Manager of the M/s. HDFC-ERGO General Insurance Company Limited
are present. Mr.R. Sreedhar, counsel for the 1st respondent and
first respondent are present.

TERMS OF SETTLEMENT

This appeal has been preferred by the M/s. HDFC-ERGO General
Insurance Company Limited, against the judgment passed by the
Motor Accidents Claims Tribunal, (In the Court of I Additional
Subordinate Judge), at Cuddalore in MCOP.No.2678 of 2014 dated
21.12.2016.

2. The brief facts of the case is as follows:

On 08.07.2014, at about 16.00 Hours when the petitioner/1st respondent herein was riding Bajaj Discover motor cycle Regn. No.TN 51 L 6930 from north to south, at a moderate speed, keeping extreme left opposite to Pathiram Hotel, Kadavacherry, the 1st respondent's/2nd respondent herein contract carriage (Omni Bus) Regn No.TN 19 K 3373 came from the opposite direction at a great speed, in rash and negligence manner, without horn, and hit against the petitioner's motor cycle, in which, the petitioner sustained fracture and multiple grievous injuries.

3. For claiming compensation, the 1st respondent originally filed a claim petition in MCOP.No.2678 of 2014 before the Tribunal.

4. On consideration of the relevant facts and other materials available in favour of the claimant/1st respondent herein, the Tribunal has awarded a sum of Rs.6,45,800/- along with interest @7.5% p.a. from the date of petition till the date of deposit towards the claim.

3. Aggrieved by the award, M/s.HDFC-ERGO General Insurance Company Ltd has preferred this appeal.

4. When the appeal is pending for disposal before the Hon'ble High Court, this case is being forwarded to this Forum for amicable settlement.

5. When the case has taken up for hearing today, Mr. R.V. Sivaraj, for J. Michael Visuvasam, the learned counsel for the appellant appeared before this Forum and represented that this appeal has been settled between the parties amicably for a sum Rs.4,00,000/- (Rupees Four Lakh Only) as full quit.

6. On the basis of arriving a compromise between the parties, the learned counsel for the 1st respondent would state that the Claimant/1st Respondents has agreed to receive a sum of Rs.4,00,000/- (Rupees Four Lakh only) as full quit in this case and the appellant/the Insurance company has also accepted the said proposal suggested by the injured person.

7. Admittedly, it is stated by the learned counsel for the appellant/the Insurance company that the Insurance company has already deposited a sum of Rs.8,69,592/- which is included statutory deposit of Rs.25,000/-.

8. In view of the above settlement arrived between both parties, the 1st respondent/claimant is entitled to withdraw a sum of Rs.4,00,000/- (Rupees Four Lakh Only) as full quit from

the deposited amount without filing any formal petition and the balance amount of Rs.4,69,592/- with accrued interest can be withdrawn by the Insurance Company.

9.The Tribunal is directed to issue the cheque to the party concerned on proper identification in accordance with the terms of the award, without insisting on any formal permission petition. With the above said terms and conditions, this appeal is disposed of accordingly.

Sd/-

M/s.HDFC-ERGO General Insurance

Company Limited,

New No.528, Old No.559, IInd Floor,

Anna Salai,

Teynampet, Chennai-

sd/-

The Counsel for the Appellant

sd/-

R. Ravi

sd/-

The Counsel for the 1st respondent

This Lok Adalat award is passed in terms of the above settlement.

The full Court fee paid shall be refunded to the appellant in the manner provided under Section 69-A of the Tamil Nadu Court-Fees and Suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 21 r/w 25 of LSA Act 1987 as amended in 1994.

sd/-

Judge

sd/-

Member

s/d-

Assistant Registrar

True Copy

Sub-Assistant Registrar

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To:

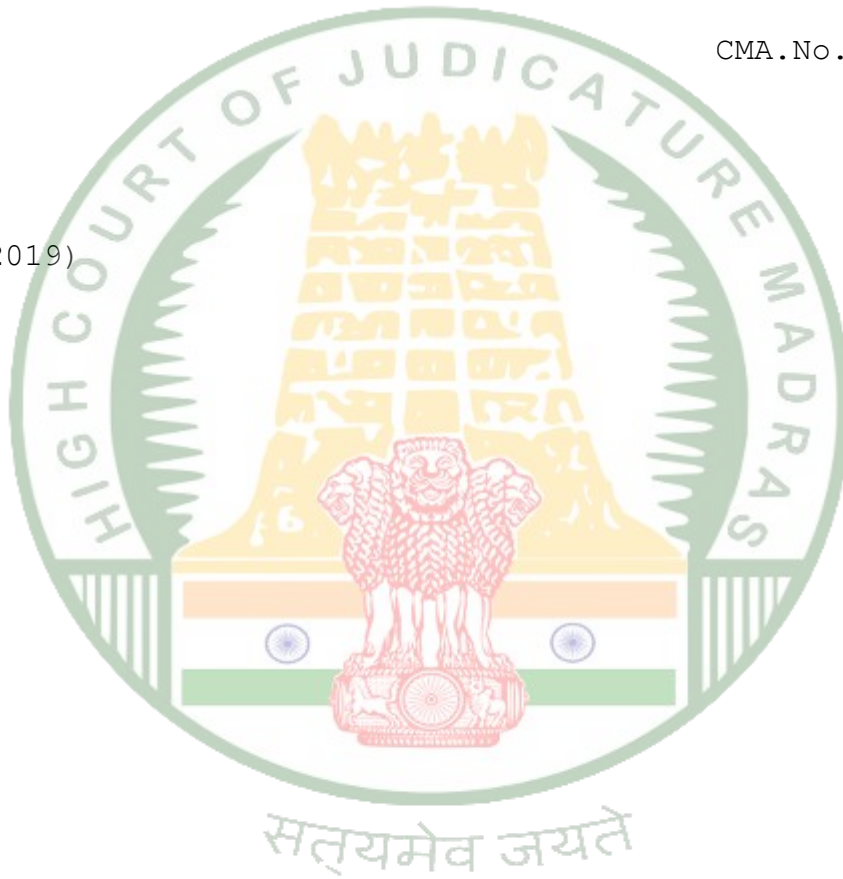
The parties/Advocate concerned

Copy to:

1. The Motor Accidents Claims Tribunal, (In the Court of I Additional Subordinate Judge), at Cuddalore.
 2. The Secretary, High Court Legal Services Committee, Chennai.
 3. The Section Officer, V.R.Section, High Court, Madras.
 4. The Section Officer, Lok Adalat Section, High Court, Madras.
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NMI (CO)
SP(18/11/2019)



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