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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of Decision: 16.11.2019

CR No.5353 of 2015

Karambir **.... Petitioner**

versus

Babita @ Babu and others **..... Respondents**

CR No.7840 of 2014

National Insurance Company Ltd. **..... Petitioner**

versus

Karambir and others **..... Respondents**

CORAM : HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present : Mr. Sanjeev Kodan, Advocate
for the petitioner (in CR No.5353 of 2015) and
for respondent No.1 (in CR No.7840 of 2014).

Mr. S. P. Chahar, Advocate
for respondents No.1 to 4 (in CR No.5353 of 2015).

Mr. Neeraj Khanna, Advocate
for respondent No.5 (in CR No.5353 of 2015) and
for the petitioner (in CR No.7840 of 2014).

SUDIP AHLUWALIA, J. (ORAL)

This order shall dispose off two revision petitions arising out of the same order. Facts of the case are being taken from CR No.7840 of 2014.

2. The petitioner-National Insurance Company happens to be respondent No.3 in the original MACT case No.RBT-65 dated 12.12.2005 before the Ld. Motor Accidents Claims Tribunal, Jhajjar (for short, 'the Tribunal').

3. Vide its detailed Award pronounced on 14.03.2008, the petitioner, who was Insurer of the Offending Vehicle, was directed to pay the compensation amount of Rs.5,50,000/- along with the admissible interest thereupon, with liberty to recover the same from the original respondent No.1/2, who are the driver-cum-owner of the concerned vehicle. It may be mentioned that the Award was passed *ex parte* against respondent No.1/2.

4. Subsequently, the original respondent No.1/2, i.e., driver-cum-owner of the offending vehicle approached the Ld. Tribunal for setting aside the *ex parte* Award and his relevant application under Order 9 Rule 13 of the CPC was allowed and he was initially permitted to file his written statement on 01.07.2014. However, on the same day, he made an offer to settle the dispute with the present petitioner/Insurer, as a consequence of which, the Ld. Tribunal passed the impugned order, in which it was held *inter alia* "*that the offer of the driver-cum-owner of an amount of Rs.2,25,000/- was most genuine and reasonable*". It is to be noted, however, that the Ld. Tribunal came to this decision not exactly on merits but principally because it was of the opinion that acceptance of the respondent's offer, "*will not only save the precious time and knowledge of the Tribunal as well as the parties but will also go a long way in restricting respondents No.1/2, Karambir, to challenge the ultimate decision of this Tribunal before the higher grounds and will thereby restrained shortening the litigation*".

5. This opinion of the Ld. Tribunal has, however, been belied when notice is taken of CR No.5353 of 2015, which was preferred against

the same order by none else other than the driver-cum-owner himself, who in the opinion of the Ld. Tribunal would have become bound by his own offer.

6. Undoubtedly, the consideration before the Ld. Tribunal in disposing off the matter, as such, on a unilateral offer by the driver-cum-owner, from which, he subsequently seeks to retract by challenging the said order, can by no means validate its decision.

7. The dispute essentially revolves around the question whether the Driving Licence of the respondent-Karambir was actually fake or genuine, because the *ex parte* Award against him was passed on the premise that it was found to be fake whereas it is his categoric assertion that the licence was genuine, after it was initially issued on 27.05.1997, and was always renewed for three years thereafter till 2015. The accident in question had taken place midway on 07.10.2005.

8. If that be so, the respondent/Driver-cum-Owner might appear to have some cause for grievance. But it is to be remembered that the offer to settle the matter was also made from his side and now the Order passed in pursuance to his offer has also been challenged by him.

9. In the opinion of this Court, therefore, the ends of justice would be adequately met, if the said respondent (petitioner in CR No.5353 of 2015) is permitted to contest the matter on merits by filing his written statement as initially ordered by the Ld. Tribunal on 01.07.2014. But that contest shall be confined only to the question to the genuineness of the driving licence. Needless to add, if the same is found to be genuine, any amount already paid by him to the Insurance Company would be

refundable to him. Otherwise the present petitioner/Insurance Company would be entitled to recover the admissible balance in accordance with law.

10. With the above directions, both these revision petitions stand disposed off.

(SUDIP AHLUWALIA)
JUDGE

November 16, 2019
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Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No