

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

FAO -3518 of 2012 (O&M)

Date of Decision: 08.02.2019

Ashu Garg @ Anshu Garg

...Petitioner

Vs.

Gurtej Singh and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AMOL RATTAN SINGH

Present:- None for the appellant.
Mr. Harsh Aggarwal, Advocate, for respondent no.4.
None for respondent no.6-PRTC.

Amol Rattan Singh, J (Oral)

None has appeared for the appellant ever since August 6, 2014.

However, it is seen that on April 22, 2014, the following order
had been passed:-

“The appellant suffered fracture on the leg, for which,
operation was performed. The Tribunal granted compensation of
₹1,40,000/- against P.R.T.C. and United India Insurance Company
Limited, liability 50% each, under the following headings:-

1. Medical expenses ₹1,17,156/-
2. Pain and suffering ₹10,000/-
3. Special diet ₹4,000/-
4. Attendant ₹3,000/-
5. Transport ₹5,000/-

Since it was a case of operation, learned counsel for
the appellant states that compensation should have been fixed
headwise as under:-

1. Medical expenses ₹1,17,156/-
2. Pain and suffering ₹20,000/-

3. Attendant ₹20,000/-
4. Special diet ₹20,000/-
5. Loss of income ₹20,000/-
6. Transport ₹5,000/-
7. Total ₹2,02,156/-
8. The Tribunal granted ₹1,40,000/-
9. Balance ₹62,156/-

However, for the purposes of compromise, learned counsel for the appellant has made the statement to accept ₹60,000/- (₹ Sixty Thousand Only) more in this appeal.

Representatives of United India Insurance Company Limited - respondent No.4 have also made the statement to pay ₹30,000/- (₹ Thirty Thousand Only), 50% share of their liability.

For the remaining 50% share i.e. ₹30,000/-, copy of this suggestion be given to Ms.Teena Garg, Advocate for respondent No.6 – P.R.T.C., for seeking concurrence and report.

To come up on 23.5.2014.”

Though in the aforesaid order it is stated that the “appellant suffered fracture on the leg” for which an operation was performed, a perusal of the impugned Award shows that he actually suffered fractures in both the legs.

However, the appellants had obviously accepted an additional sum of Rs.60,000/- over and above the compensation awarded by the Tribunal as a final settlement of the compensation, with the matter only having been adjourned because though the representatives of the respondent-United Insurance Company Limited had made a statement to pay their share of Rs.30,000/-, learned counsel for the Pepsu Road Transport Corporation, i.e. the driver of whose bus was found negligent, had sought

time to seek concurrence to pay their share.

None having appeared thereafter for the said respondent (PRTC), with a fracture in both the legs admittedly having been received by the appellant due to the accident in which the driver of the bus was also found negligent, with that finding not having been challenged by any of the respondents, I see no reason to not accept the averment made by the appellant as regards the compensation of Rs.60,000/- in addition to what was already granted by the Tribunal.

Consequently, the appeal is allowed by enhancing the compensation awarded by the Tribunal by an additional sum of Rs.60,000/-, of which Rs.30,000/- would be taken to be for pain and suffering and the remaining Rs.30,000/- @ Rs.5,000/- under each of the heads given from Sr. no.3 to 6 of the order dated 22.04.2014.

The appeal stands disposed of as aforesaid.

08.02.2019

vcgarg

(Amol Rattan Singh)

Judge

Whether speaking/reasoned : Yes

Whether reportable : No