

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**MAC No. 1291 of 2014**

- Dhananjay Pandey, S/o Baleshwar Pandey, aged about 33 years, R/o Mishragali, Surajpur, P.S. and Tahsil Surajpur, Distt. Surajpur CG

---- Appellant**Versus**

1. Indraso, W/o Late Mohan, aged about 33 years.
2. Anita D/o Late Mohan Aged About 16 Years.
3. Anup S/o Late Mohan Aged About 14 Years
4. Sunita D/o Late Mohan Aged About 12 Years
Respondents No.2 to 4 since minor, through Mother Indraso, W/o Late Mohan, aged about 38 years.
5. Jairam S/o Purushottam Singh Aged About 60 Years
6. Lagni Bai W/o Jairam Aged About 55 Years R/o
All Caste Gond, R/o Village- Krishnpur (Kalua), Police Station Surajpur, Tahsil Ramanujnagar, Distt. Surajpur (C.G.)
7. Praveen, S/o Degree Tiwari, aged about 23 years, R/o Ward No.7, Bhagat Singh Bijori, P.S. Bijori, Distt. Anuppur (M.P.)
8. Branch Manager, United India Insurance Company Ltd., Branch Office, Brahm Road, Ambikapur, District Surguja C.G.

---- Respondents**MAC No. 1340 of 2014**

1. Indraso, W/o Late Mohan, aged about 35 years.
2. Anita, D/o Late Mohan, aged about 16 years
3. Anup, S/o Late Mohan, aged about 14 years.
4. Sunita, D/o Late Mohan, aged about 12 years,
Appellants No.2 to 4 are minor, through legal guardian Mother Smt. Indraso, W/o Late Mohan, aged about 35 years.
5. Jayram, S/o Purushottam Singh, aged about 60 years.
6. Lagni Bai, W/o Jayram, aged about 55 years .
All are by Caste-Gond, resident of Village- Krishnapur (Kalua), P.S. Surajpur, Tahsil Ramanujganj, District Surajpur C.G.

---- Appellants**Versus**

1. Praveen, S/o Degree Tiwari, aged about 23 years, Caste Brahmin, R/o Ward No.7, Bhagat Singh Bijuri, Police Station Bijuri, District Anuppur (M.P.)

2. Dhananjay Pandey, S/o Baleshwar Pandey, aged about 33 years, R/o Mishragali, Surajpur, P.S.& Tahsil Surajpur, District Surajpur (CG)
3. The Branch Manager, United India Insurance Company Ltd., Branch Office- Bramha Road, Ambikapur, District Surguja (CG)

---- Respondents

MAC No.1291/2014

For Appellant : Mr. Rajeev Bharat, Advocate
 For Respondents No.1 to 6 : Mr. Rahul Mishra, Advocate
 For Respondent No. 3 : Mr. HB Agrawal, Sr. Advocate assisted
 by Mr. Pankaj Agrawal, Advocate

MAC No.1340/2014

For Appellants : Mr. Rahul Mishra, Advocate
 For Respondent No.2 : Mr. Rajeev Bharat, Advocate
 For Respondent No.6 & 7: Mr. HB Agrawal, Sr. Advocate assisted
 by Mr. Pankaj Agrawal, Advocate

Hon'ble Shri P. R. Ramachandra Menon, CJ
Hon'ble Shri Parth Prateem Sahu, J

Order On Board

Per Parth Prateem Sahu, J

17/08/2020

1. Challenge in the above two appeals is to the award dated 16.9.2014 passed by the learned Motor Accident Claims Tribunal, Surajpur in Claim Case No.98/13 partly allowing claim application of claimants; awarding a total sum of Rs.5,30,000/- as compensation in a death case; and fastening liability upon the driver & owner of tractor-trolley bearing registration Nos.CG15-A-1811 & CG15-A-0812 respectively for making payment of the entire amount of compensation.
2. Appellant, registered owner of tractor-trolley involved in accident, has filed MAC No.1291/2014 challenging his liability to make payment of the amount of compensation and also quantum of compensation. Whereas, the claimants have

preferred MAC No.1340/2014 seeking enhancement in compensation.

3. At the outset, Mr. Bharat, learned counsel representing appellant, owner of tractor-trolley, in MAC No.1340/2014 submits that during the pendency of these appeals, the claimants and the owner of tractor-trolley involved in the accident, have compromised the matter amicably, wherein the claimants/appellants have agreed to receive a sum of Rs.2,50,000/- from the owner of tractor-trolley towards full and final settlement of their claim and accordingly, the aforementioned amount was paid by appellant-owner to the claimants towards full and final settlement of their claim. Consequently, the proceeding initiated before the Executing Court for execution of the impugned award passed by the Claims Tribunal has been closed vide order dated 14.9.2019 recording the fact of compromise entered between the parties. A copy of order sheet dated 14.9.2019 has also been placed on record along with I.A. No.1/2019. In these circumstances, learned counsel prays to dispose off these appeals accordingly.
4. Mr. Mishra, learned counsel representing claimants-appellants in MAC No.1340/2014 submits that compromise has been arrived at only with respect to award passed by the Claims Tribunal and the claim of claimants for enhancement of compensation can still be considered on merits.
5. Mr. Agrawal, learned Senior Advocate representing respondent Insurance Company vehemently opposes the submission made

on behalf of the claimants. He submits that after entering into compromise with the owner of tractor-trolley in question and after accepting the compromised amount of compensation in full and final settlement of their claim, the claimants cannot be permitted to raise the claim of enhancement in compensation. He submits that in the light of compromise arrived at between the parties, both the appeals be dismissed.

6. We have heard learned counsel for the parties and perused the order sheet dated 14.9.2019.
7. Perusal of order sheet dated 14.9.2019 recorded by the concerned Court at Surajpur reveals that the owner of tractor-trolley involved in accident in question and the claimants have amicably entered into a compromise under which the claimants have received an amount of Rs.2,50,000/- in full and final settlement of their claim. The amount deposited in the Court in terms of the compromise has already been distributed among the claimants by transferring it in their respective saving bank accounts in equal proportion .
8. A 'compromise' is always bilateral and means 'mutual settlement' of dispute between the parties who are in litigation. In other words, it is an agreement between two or more persons, who, to avoid legal proceedings, amicably settle their differences / disputes / claim on such terms as they can agree upon. In the case of **Bimal Kumar & Anr. Vs. Shakuntala Devi & Ors** reported in **(2012) 3 SCC 548**, Hon'ble Supreme Court while interpreting term 'compromise' has observed thus:-

“27.It is to be borne in mind that the term `compromise' essentially means settlement of differences by mutual consent. In such process, the adversarial claims come to rest. The cavil between the parties is given a decent burial. A compromise which is arrived at by the parties puts an end to the litigative battle. Sometimes the parties feel that it is an unfortunate bitter struggle and allow good sense to prevail to resolve the dispute. In certain cases, by intervention of well-wishers, the conciliatory process commences and eventually, by consensus and concurrence, rights get concretised. A reciprocal settlement with a clear mind is regarded as noble. It signifies magnificent and majestic facets of the human mind. The exalted state of affairs brings in quintessence of sublime solemnity and social stability.”

9. In the light of the above decision of Hon'ble Supreme Court and the fact that the claimants have entered into a compromise with the owner of tractor-trolley involved in accident and accepted an amount of Rs.2,50,000/- as full and final settlement of their claim, in pursuance of the award passed by the Claims Tribunal and this fact has been duly recorded in order sheet dated 14.9.2019 by the Court at Surajpur, we are of the considered opinion that now the claimants-appellants cannot be allowed to press their appeal for enhancement in compensation awarded by the Claims Tribunal, as the same would defeat the very purpose of compromise entered between the parties based on which proceeding for execution of award dated 16.9.2014 was closed.
10. For the foregoing reasons, both the appeals do not survive for consideration and the same are accordingly dismissed.

Sd/-
(P.R. Ramachandra Menon)
Chief Justice

Sd/-
(Parth Prateem Sahu)
Judge