

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

CR No.5750 of 2008

Date of decision: 7th February, 2020

Oriental Insurance Co. Ltd.

... Petitioner

Versus

Malkiat Kaur & others

... Respondents

CORAM: HON'BLE MR. JUSTICE FATEH DEEP SINGH

Present: Mr. Ashwani Talwar, Advocate for the petitioner.

None for the respondents.

FATEH DEEP SINGH, J.

The revisionist Oriental Insurance Company Limited through this invocation has challenged the orders dated 25.09.2007 of the Court of learned Motor Accident Claims Tribunal, Gurdaspur whereby disposing off the objections by the present revisionist petitioner (insurer), the Tribunal has held that the insurer was liable to pay interest to the decree-holder for the period between the date of depositing of the decretal amount and the date of notice of such deposit to the decree-holder.

In a Motor Accident Claims Petition, award dated 10.02.2000 was passed by Motor Accident Claims Tribunal, Gurdaspur where compensation of ₹ 1.80 lacs was awarded to the claimants (present

respondents) along with interest @ 12% per annum. The claim of the revisionist is that they had deposited a sum of ₹ 2,16,163/- on 21.07.2000 which included the interest and therefore sought that the execution application so filed by the claimants needs to be dismissed. On the other hand, the decree-holder's stand is that the decretal award amount was deposited on 21.07.2000 and on that day there was less amount of ₹41,818/- deposited by the insurer and claimed further interest upto 20.02.2004 amounting to ₹ 77,400/-. The objection of the insurer was that upon depositing of the award amount, they had informed the opposite counsel and thus, they were not liable to pay any further interest.

Heard Mr. Ashwani Talwar, Advocate for the petitioner and perused the records.

The Supreme Court of India in '**Rajasthan State Road Transport Corporation, Jaipur v. Poonam Pahwa (Smt) and others**' (1997) 6 SCC 100, considering a similar situation has held that after amendment to Order XXI Rule 1 CPC in the year 1976, where admittedly amount is deposited in a Court but notice of such deposit is not given to the decree-holder, it is imperative that the judgment debtor has to pay interest on the awarded sum for the period between the date of deposit and the date of notice or date of knowledge about the deposit.

Admittedly and as is not displaced by any of the sides, the amount was deposited on 21.07.2000 but to the very specific query of the Court learned counsel for the petitioner could not show cause as to any notice having been issued to the decree-holder. The claim of the insurer revisionist that oral notice was given to the opposite counsel of the decree-holder does not augur well for the revisionist as there is no tangible evidence to that effect. When and by what means it was so accomplished, is not substantiated by any means. The Court below in the impugned findings has held that the present revisionist (insurer) was liable to pay interest to the decree-holder for the period from the date of deposit of the decretal amount till the date of such notice to the decree-holder. The execution application has been filed on 12.06.2001 and it is claimed by the revisionist that they had deposited the award amount in the Court on 21.07.2000. In the absence of any evidence that due notice of this deposit was given to the decree-holder, the ends of justice demand that with the filing of the execution application and putting in appearance by the judgment debtor (insurer) the present revisionist, a due intimation of the deposit of the amount has come about and therefore, to the mind of this Court the decree-holders are entitled to interest as per the award till the date the judgment debtor (insurer) the present petitioner have put in appearance in pursuance of the execution application in the Court. In the

light of the same, the decree-holders are entitled to claim interest upto 20.02.2004.

In view of the foregoing discussions, the impugned order stands modified and the present revision petition stands disposed off accordingly.

(FATEH DEEP SINGH)
JUDGE

February 07, 2020

rps

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No