

**114-1 IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**CM-4932-CII-2020 in/and  
FAO No.1385 of 2015(O&M)  
Date of Decision:04.03.2020**

**NEHA MALHOTRA AND OTHERS ...Appellants**

**Versus**

**JITENDER AND OTHERS ..Respondents**

**CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL**

Present: Mr. Rakesh Dhiman, Advocate for  
Mr. Ankur Gupta, Advocate  
for the applicant/respondent No.3.

Mr. Jashanpreet Singh, Advocate for  
Mr. Tajinderpal Singh, Advocate  
for the non-applicants/appellants.

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**DEEPAK SIBAL, J. (ORAL)**

**CM-4932-CII-2020**

Through the present application filed under Section 151 CPC,  
the applicant-respondent No.3-Insurance Company has prayed for  
preponement of the date of hearing and disposal of FAO No.1385 of 2015  
on the basis of a compromise arrived at between the parties.

Notice.

Mr.Jashanpreet Singh, Advocate, who is present in Court,  
accepts notice for Mr. Tajinderpal Singh, Advocate and admits the factum  
of the aforesaid compromise.

In view of the above and with the consent of learned counsel  
for the parties the main case is taken up for final disposal today itself.

CM stands disposed of.

**FAO No.1385 of 2015**

This appeal is disposed of in view of a compromise arrived at between the parties whereby respondent No.3-Insurance Company has agreed to pay to the appellants an additional amount of ₹9.50 lakhs towards full and final settlement of the appellants' claims which includes the interest component. The same shall be paid within six weeks from today.

In case the aforesaid amount is not deposited within the stipulated time, the Insurance Company would be liable to pay the same with interest @15% per annum from the date of expiry of six weeks.

**(DEEPAK SIBAL)**

**JUDGE**

**March 04, 2020**

*Jyoti-IT* Whether speaking/reasoned Yes/No Whether Reportable Yes/No