**BEFORE THE NATIONAL LOK ADALAT,
PUNJAB AND HARYANA HIGH COURT AT CHANDIGARH**

541 ***FAO-2955-2019 (O&M)***

DINESH AND OTHERS
VS
VARINDER SINGH AND ANOTHER

Present: Mr. Vijay Lath, Advocate for the appellants.

Mr. Lalit Garg, Advocate
for respondent No.2.-Insurance Company.

(Through Video Conferencing)
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CM-10193-CII-2019

This is an application for condonation of delay of 3 days in filing the present appeal.

For the reasons stated in the application and in view of the fact that the matter has been compromised, the delay of 3 days in filing the present appeal is condoned.

Application stands disposed of.

Main case

This is an appeal filed by the appellants-claimants for enhancement while seeking modification of the award dated 03.12.2018 vide which the learned Motor Accident Claims Tribunal, Rupnagar (hereinafter to be referred as "the Tribunal") has awarded an amount of Rs.6,82,000/- alongwith interest @ 7% per annum from the date of filing of the claim petition till realisation of the amount so awarded.

It has been brought to the notice of this Court that the matter has been compromised. The statement of Mr. Vijay Lath, Advocate appearing for the appellants/claimants has been recorded, which is reproduced herein below:-

> *"Statement of Mr. Vijay Lath, Advocate, learned counsel for the applicant(s)/appellant(s)/claimant(s).*
>
> *On the instructions of my client(s), I am prepared to accept Rs.12,75,000/- Rupees Twelve lac seventy five thousand only, over and above the amount already awarded by the MACT.*
>
> *This would be in full and final satisfaction of the claim of the appellant(s) in the appeal.*
>
> *The aforementioned amount may be paid to appellant Nos.1, 2, 3 in proportion as already awarded by the MACT.*
>
> *RO & AC*
>
> *Signatures: Sd/- Vijay Lath,*
> *Counsel for appellant*
> *Place: Chandigarh*
> *Dated:11.09.2021"*

The statement of Ms. Pushpa Bhardwaj, Manager and Mr. Vishal Malhotra A.O.(L), Authorized representative of respondent No.2-Insurance Company has been recorded. The same is reproduced herein below:-

> *"Statement of Ms. Pushpa Bhardwaj, Manager and Mr. Vishal Malhotra A.O.(L),Advocate/Dy.Manager,/ Manager/authorized representative of NIA CO. Ltd.*
>
> *I/we agree on behalf of the respondent-company for full and final settlement of compensation at Rs.12,75,000/- (Rupees Twelve lac seventy five thousand only), over and above the amount of Rs.6,82,000/- already awarded by the MACT with an undertaking to pay/deposit the same as per the orders that may be passed by the Lok Adalats (Daily/Bimonthly/National), failing which interest at the rate 9% per annum shall follow from the date of the settlement before the Hon'ble Bench..*
>
> *Name, Mobile No. Enrolment No. and e-mail I.D. Of Claimant's Advocate is*
>
> *Note:- Please tick the appropriate option*

(a) Whether consent of counsel for the claimant/appellant have been obtained:-
(b) Whether settled/non settled/want more time:
RO/AC
Signatures:- Sd/- Lalit Garg, Advocate
Name of the Officer with Mobile Number and e-mail ID:
Sd/- 11.09.2021
Place:
Dated: ”

A perusal of the above statements would show that the appellants/claimants as well as the Insurance Company have compromised the matter by stating that a compensation of Rs.12,75,000/- over and above the amount already awarded by the Tribunal will be paid by the Insurance Company to the appellants/claimants.

Counsel appearing for the respondent-Insurance Company has further stated that the said amount would be paid by the Insurance Company to the appellants within a period of 4 weeks from today, failing which the interest @ 9% p.a. shall follow from the date of the settlement before the Lok Adalat till the date of payment.

Learned counsel for the appellants has pointed out that in the present case, appellant Nos.2 and 3 are minors and they have been awarded compensation by the Tribunal in the proportion of 30%:30% with the rest of 40% having been awarded to appellant No.1. He has further requested this Court that the Insurance Company be directed to deposit the share of appellant Nos.2 and 3 with the Tribunal and the Tribunal may be directed to put the said amount in Fixed Deposits and the same be released to appellant Nos.2 and 3 as and when they move an application on attaining the age of majority. It is further stated by learned counsel for the appellants that in case, minor appellants i.e. appellant Nos.2 and 3 are in need of money, then they will move an application through their natural guardian in accordance with law and in the said situation, the Tribunal may release the amount to them, even before they attain the age of majority.

Learned counsel for respondent No.2-Insurance Company has agreed to the abovesaid fact and submitted that they will deposit the cheque amounting to Rs.12,75,000/- with the concerned Tribunal in the proportion as ordered by the Tribunal, on or before 10.10.2021, failing which the interest @ 9% p.a. shall follow on this amount till the payment from the date of this order.

After having considered the above aspects of the matter, we are of the view that the Insurance Company can deposit the entire amount in the proportion of 40%:30%:30% in the name of appellant Nos.1, 2 and 3 respectively.

Learned Tribunal is directed to release 40% of the said amount to appellant No.1 and with respect to the share of appellant Nos.2 and 3, the Tribunal will get the said amount deposited in Fixed Deposits to be prepared in the name of appellant Nos.2 and 3, who after attaining the age of majority, would be entitled to receive the said amount alongwith interest. It is also directed that in case, appellant Nos.2 and 3 are in need to utilise the said money deposited, then they can move an appropriate application through their natural guardian for releasing the said amount and the Tribunal, after satisfying itself about the need, may release the money to appellant Nos.2 and 3 even before attaining the age of majority.

In view of the above, we are of the opinion that the compromise is genuine and *bona fide* and in the best interest of the claimants/appellants as well as all the parties concerned.

Accordingly, the appeal is disposed of as having been compromised and the compromise shall be treated as part and parcel of the award, and the order of the learned Tribunal stands modified in terms of the said compromise. The parties will be bound by the said compromise.

The concerned officer of the Tribunal shall issue proper receipt after receiving the Cheque/Demand Draft to learned counsel/representative of the respondent-Insurance Company. The appellant(s)/ counsel for appellant(s) may collect the cheque from the office of the Tribunal.

(VIKAS BAHL)
PRESIDENT

(AASHISH CHOPRA)
MEMBER

September 11, 2021.
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