

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

(524/1)

FAO No.3331-2007

Vidya Devi Vs. Surinder Singh and others

Present: Mr. Amardeep Sharma, Advocate for the appellant.

Mr. Rajesh K. Sharma, Advocate for
respondent No.3-Insurance Company.

(Through Video Conferencing)

The present appeal has been filed by the appellant/claimant seeking enhancement while seeking modification of the award dated 09.12.2006 *vide* which a compensation amounting to ₹ 3,000/- along with interest @ 6 % p.a. from the date of the filing of the claim petition till final realization, has been awarded by the Motor Accident Claims Tribunal, Panchkula.

As per the said award, an amount of ₹ 3,000 /- along with interest @ 6% p.a from the date of the filing of petition till actual realization along with costs have been passed in favour of the appellant/claimant. The matter has been stated to be compromised. The statement of Mr. Amardeep Sharma, Advocate for the appellant has been recorded. The same is reproduced herein below:-

*“Statement of Sh. Amardeep Sharma and Mrigank
Sharma, Advocate/Ld. counsel for the applicant(s)/
appellant(s)/Claimant(s).*

On the instructions of my client(s), I am prepared to accept Rupees Thirty Five thousand (₹ 35,000/-) 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 No.1 in proportion as already awarded by the MACT.

RO & AC

Signatures: Sd/-Amardeep Sharma and Mrigank Sharma

Advocates

Place: Chandigarh.

Dated 11.09.2021”

The statement of Shri Rajesh K. Sharma, Advocate, appearing for respondent No.3-Insurance Company has also been recorded, which is reproduced herein below:-

“The respondent No.3, The New India Assurance Company Limited has offered a sum of Rs.35,000/- to the claimant/appellant over and above the amount awarded by the Tribunal. The appellant has accepted the offer. The matter may kindly be settled in terms of compromise between the parties.

Place: Chandigarh

Sd/-

Dated: 11-09-2021

(Rajesh K. Sharma)

Advocate

Counsel for Respondent No.3

The New India Assurance Company Limited”

A perusal of the above statement would show that the claimants and the Insurance Company have compromised the matter by stating that a compensation of ₹ 35,000/- over and above the amount already awarded by the learned Motor Accident Claims Tribunal, Panchkula, will be paid by the Insurance Company to the appellants/claimants.

Learned counsel appearing for respondent No.3-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 Insurance Company has further stated that an amount to the tune of ₹ 35,000/- in the name of the appellant/claimant will be deposited with the office of the Lok Adalat of this Court on or before 10.10.2021, failing which the interest @ 9% p.a. shall follow at this amount till the payment from the date of this order.

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 claimant 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 Motor Accident Claims Tribunal, Panchkula, stands modified in terms of the said compromise. The parties will be bound by the said compromise.

The concerned officer of the Lok Adalat Branch/Office shall issue proper receipt after receiving the cheque to learned counsel/representative of the respondent-Insurance Company. The appellant (s) counsel/appellant(s) may collect the cheque from the office of the Lok Adalat.

**(VIKAS BAHL)
PRESIDENT**

**(AASHISH CHOPRA)
MEMBER**

September 11, 2021.
sandeep