

103-2

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

FAO-5028-2010 (O&M)

Date of decision: June 28, 2021

Asha Ram and another

.....Appellants

Versus

Anil Kumar and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Ms. Sona Kaur, Advocate for
Mr. Ashish Yadav, Advocate for the appellants.

None for respondents No.1 & 2.

Mr. Rajbir Singh, Advocate
for respondent No.3-Insurance Company.

MAHABIR SINGH SINDHU, J

CM-4814-CII of 2021 IN CM-80-CII-2021

Present application has been filed for preponement of the date of hearing fixed in CM-80-CII-2021, i.e. 08.09.2021 and for disposing off the main appeal in view of compromise arrived at between the non-applicants/appellants and applicant/respondent No.3-Insurance Company.

For the reasons mentioned in the application, the same is allowed as prayed for subject to all just exceptions. Next date in CM-80-CII-2021 is preponed and the same is taken up on board today itself.

CM-80-CII of 2021

Application for fixing actual date of hearing in the main

appeal, which was admitted on 09.11.2012 and disposing off the same in terms of compromise arrived at between non-applicants/appellants and applicant/respondent No.3 (Insurance Company).

Learned counsel for the non-applicants-appellants raises no objection.

In view of the above and for the reasons stated in the application, the same is allowed; Main appeal is taken up on board today itself.

Main case

Present appeal has been filed by the appellants/claimants under Section 173 of the Motor Vehicles Act, 1988 (for short 'Act') against the impugned award dated 08.08.2009, passed by learned Motor Accident Claims Tribunal, Gurgaon (for short 'Tribunal'), for its modification/enhancement.

Paper-book reveals that a claim petition under Section 166 of the Act was filed by the appellants/claimants on account of motor-vehicular accident, which took place on 13.10.2007 at about 12:15 PM in the area of Police Station Manesar, resulting into the death of Sarjit son of Lala Ram, Dharambir, Annu @ Dharmender and Sanjeev @ Sanju and injuries suffered by them.

Learned Tribunal, after taking into consideration the material available on record, partly allowed the claim petition and awarded a total compensation of Rs.3,25,000/- to the claimants/appellants along with interest @ 7.5% per annum from the date of filing of the claim petition till its realization. Respondents were

held liable jointly and severally to pay the amount of compensation to the appellants/claimants.

Aggrieved against the above award dated 08.08.2009, present appeal was preferred.

Learned counsel for the appellants contends that matter has been compromised between the parties amicably and the Insurance Company has agreed to pay a sum of Rs.2,60,000/- over and above the amount, awarded by learned Tribunal, by way of cheque bearing No.046689 dated 17.12.2020 of ICICI Bank Ltd. in favour of appellant No.1-Asha Ram. Also contends that there is annexure A-1 with CM-80-CII-2021 regarding the consent of both the appellants/ claimants.

This Court has gone through CM-80-CII-2021 and paragraphs-3 to 5 of the same read as under: -

“3. That accordingly, now the parties have entered into a compromise wherein the applicant insurance company has made offer to the claimants counsel for settlement of case in Rs.2,60,000/- (Rupees Two Lacs Sixty Thousand Only) over and above the compensation awarded by the Ld. Tribunal. The Counsel for the Appellants/ claimants agreed for the said proposal and has given his consent in writing. Copy of the writing executed by Counsel for the claimants is attached herewith as Annexure A-1.

4. That as per settlement between the parties applicant-insurance company is agreeing to pay a sum of Rs.2,60,000/- (Rupees Two Lacs Sixty Thousand Only) more to the Appellants over and above the compensation already paid by the insurance company as per the award

of the Ld. Tribunal below in full and final settlement of the award. It is relevant to mention here that the amount awarded by the Ld. Tribunal as per the liability fixed has already been deposited earlier. Rs.2,60,000/- (Rupees Two Lacs Sixty Thousand Only) is being paid over and above the awarded amount in full and final settlement of the award including interest etc. Copy of DD/Cross Cheque is attached herewith as Annexure A-2.

5. That as per the compromise, the Applicant-insurance company send the Cheque of Rs.2,60,000/- (Rupees Two Lacs Sixty Thousand Only) to the undersigned for delivery of the same to the Counsel for the Appellants/ claimants.”

In view of the extracted portion of the application, reproduced hereinabove, it is apparently clear that the matter has been amicably settled between the parties and the Insurer has paid an amount of Rs.2.60 Lacs to the appellants over and above the compensation, awarded by learned Tribunal and that is acceptable to the appellants as full and final settlement.

Even before this Court also, both learned counsel for the parties have stated that they are fully authorized to settle the matter.

Learned counsel for the Insurer has already handed over the aforesaid cheque of Rs.2.60 Lacs to learned counsel for the appellants for its onward transmission to them. Copy of the cheque, duly received by learned counsel for the appellants, is taken on record.

Consequently, the present appeal is disposed off in terms of the settlement arrived at between the parties and they shall be bound by their respective stand.

Ordered accordingly.

Pending application(s), if any, shall also stand disposed off.

(MAHABIR SINGH SINDHU)
JUDGE

June 28, 2021

mahavir

Whether speaking/ reasoned: Yes/No

Whether Reportable: Yes/No