

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

529 *FAO-4427-2011 (O&M)*

***BABITA AND OTHERS
VS
TAHIR AND ANOTHER***

Present: Mr. Vikram Punia, Advocate for the appellants.

Mr. Sanjeev Kodan, Advocate
for respondent No.2-Insurance Company.

(Through Video Conferencing)

This is an appeal filed by the appellants-claimants for enhancement while seeking modification of the award dated 21.03.2011 vide which the learned Motor Accident Claims Tribunal has awarded the amount of Rs.3,82,880/- as compensation alongwith interest @ 7.5% per annum from the date of filing of the claim petition till realisation of the amount so awarded.

Mr. Vikram Punia, Advocate for the appellants submits that an amount of Rs.2,20,000/- over and above the amount awarded by the MACT, has been accepted by his clients for full and final settlement of the claim.

Mr. Sanjeev Kodan, Advocate for the Insurance Company submits that the Insurance Company-respondent No.2 has settled the matter for an amount of Rs.2,20,000/- over and above the amount awarded by the MACT and is ready to pay the same to the appellants.

A perusal of the aforementioned submissions would show that the appellants/claimants as well as the Insurance Company have compromised the matter by stating that a compensation of Rs.2,20,000/- over and above the amount already awarded by the learned Motor Accident Claims 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 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.

Insurance Company has further stated that a cheque amounting to Rs.2,20,000/- in the name of appellants, will be deposited with the office of the Lok Adalat of this High Court on or before 21.12.2021, 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 statements of learned counsel for the parties shall be treated as part and parcel of the award, and the order of the learned Motor Accident Claims Tribunal, Sonapat, stands modified in terms of the said compromise statements. The parties will be bound by

the said compromise statements.

The concerned officer of the Lok Adalat Branch/Office 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 Lok Adalat.

**(VIKAS BAHL)
PRESIDENT**

**(AMIT JHANJI)
MEMBER**

November 20, 2021.

D.Bansal