

**FAO-6390-2012**

**BEFORE THE BI-MONTHLY LOK ADALAT,  
PUNJAB AND HARYANA AT CHANDIGARH  
(533/4)**

**FAO-6390-2012 (O&M)**

**Krishan Kumar Vs. Kali Charan and others**

Present: Mr. B.L. Khola, Advocate for the appellant.

Mr. Rajbir Singh, Advocate for respondent No.3.

(Through Video Conferencing)

\*\*\*

**CRM-30655-CII-2012**

Application is allowed as prayed for, subject to all just exceptions.

**FAO-6390-2012**

The present appeal has been filed by the claimant seeking enhancement while seeking modification of the award dated 21.05.2012 *vide* which a compensation amounting to ₹ 19,800/- along with interest @ 9 % p.a. from the date of the filing of the claim petition till final realization, has been awarded.

As per the said award, an amount of ₹ 19,800/- along with interest @ 9 % p.a from the date of the filing of petition till actual realization along with cost have been passed in favour of the appellant/claimant. The matter has been compromised. The statement of Mr. B.L. Khola, Advocate for the appellant has been recorded. The same is reproduced herein below:-

*“Statement of Sh. B.L. Khola, Advocate, learned  
counsel for the appellant.*

*On the instructions of my client(s) I am prepared*

**FAO-6390-2012**

*to accept ₹ 25,000/- Rupees Twenty Five Thousands  
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 No. 1 in proportion as already awarded by the  
MACT.*

*RO & AC*

*Signatures: Sd/- B.K. Khola*

*Place: Chandigarh.*

*Dated: 18.11.2021.”*

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

*“Statement of Sh. Rajbir Singh, Advocate/ Dy.  
Manager/Manager/authorised representative Shri Ram  
GIC.*

*I/We agree on behalf of the respondent company  
for full and final settlement of compensation at  
Rs.25,000/- (Rupees twenty five thousand only) over and  
above the amount of Rs. \_\_\_\_\_/- already awarded  
by the MACT with an undertaking to pay/deposit the  
same as per the orders that may be passed by the Lok  
Adalat (Daily/Bi -monthly/National) Benches, failing*

**FAO-6390-2012**

*which interest at the rate of 9% per annum shall follow from the date of the settlement before the Hon'ble Bench.*

- *Name, Mobile No. Enrolement No. and e-mail I.D. Of Claimant's Advocate is B.L. Khola*

*Note:- Please tick the appropriate option*

*(a) Whether consent of counsel for the claimant/appellant have been obtained: Yes/No*

*(b) Whether Settled/Non Settled/Want more time.*

*RO/AC*

*Signatures: Sd/- (Rajbir Singh)*

*Name of the Officer with Mobile number and e-mail I.D*

*Place: Chd*

*Dated:20.11.2021.”*

A perusal of the above statement would show that the claimant and the Insurance Company have compromised the matter by stating that a compensation of ₹ 25,000/- over and above the amount already awarded by the learned Motor Accident Claims Tribunal, Rewari, will be paid by the Insurance Company to the appellant/claimant.

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 appellant within a period of four 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

**FAO-6390-2012**

that an amount to the tune of ₹ 25,000/- in the name of the appellant/claimant will be deposited with the office of the Lok Adalat of this Court on or before 20.12.2021, 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 shall be treated as part and parcel of the award, and the order of the learned Motor Accident Claims Tribunal, Rewari, stands modified in terms of the said compromise. The parties will be bound by the said compromise.

The concerned officer of the learned Tribunal shall issue proper receipt after receiving the cheque to the learned counsel/representative of the respondent-Insurance Company.

**(VIKAS BAHL)  
PRESIDENT**

**(AMIT JHANJI)  
MEMBER**

**November 20, 2021.**  
sandeep