

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

FAO-123-2015 (O&M).
Date of Decision:-01.03.2021.

Paramjit Kaur and another

.....Appellants

Versus

Maninder Singh and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present: Mr. Dheeraj Narula, Advocate for the appellants.

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

MAHABIR SINGH SINDHU, J.

CM-1299-CII-2021

Application for preponing and disposing off the matter in terms of compromise between appellants/claimants and applicant/respondent No.3-insurance company.

For the reasons recorded in the application, the same is allowed. Main appeal, which is admitted, is preponed for hearing today itself.

FAO-123-2015

Present appeal has been filed under Section 173 of Motor Vehicles Act, 1988 against the impugned award dated 23.04.2014 passed by learned Motor Accidents Claims Tribunal, Sangrur. During the pendency of the present appeal, matter has been amicably settled between the parties.

Affidavits of the appellants are placed on record. Relevant part of the affidavit of appellant No.1-Paramjit Kaur reads as under:-

“2. That now the deponent has compromised the matter with the insurance company for an amount of Rs.80,000/- in full and final settlement of his claim, over and above the amount awarded by MACT, Sangrur. The deponent and her husband had already given the consent of compromise to their Counsel, therefore, the matter was orally settled between the deponent and respondent No.3-insurance company. On the basis of the settlement insurance company has prepared cross cheque of Rs.80000/- (Rupees Eighty Thousand only) in favour of the deponent as per oral settlement.

3. That since the matter is settled between the deponent-appellant No.1 and insurance company, therefore, the deponent now does not want to pursue with the aforementioned appeal and the same may be disposed of as per this settlement.”

Similarly, relevant part of the affidavit of appellant No.2-Hari Singh is extracted as under:-

“2. That now the deponent has compromised the matter with the insurance company for an amount of Rs.80,000/- in full and final settlement of his claim over and above the amount awarded by MACT Sangrur. The deponent and his wife had already given the consent of compromise to their Counsel, therefore, the matter was orally settled between the deponent and respondent No.3-insurance company. On the basis of the settlement insurance company has prepared cross cheque of Rs.80000/- (Rupees Eighty Thousand only) in favour of

the Paramjit Kaur wife of Hari Singh (Deponent) as per oral settlement. The deponent has relinquished his share of compensation in favour of his wife Paramjit Kaur. The deponent has no objection in case the Cheque/DD of entire compensation is prepared in the name of Paramjit Kaur.

3. That since the matter is settled between the deponent-appellant No.2 and insurance company, therefore, the deponent now does not want to pursue with the aforementioned appeal and the same may be disposed of as per this settlement.”

Learned counsel for the insurer has also acknowledged the above factual position.

Since the matter has been amicably settled by the parties with their free consent, therefore, in view of the agreed stand taken by both sides, this appeal is disposed off.

Ordered accordingly.

(MAHABIR SINGH SINDHU)
JUDGE

March 01, 2021.

sandeep

Whether speaking/reasoned:-

Yes / No

Whether Reportable:-

Yes / No.