

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

(557) FAO-2574-2016

BALDEV SINGH VS BALVINDER SINGH AND ORS

Present: Mr.R.K.Saini, Advocate for the appellant.
Mr. Amit Jaiswal, Advocate for respondents No.1 and 2.
Mr. Ankur Gupta, Advocate and
Ms. Pallavi Supehia, authorised representative for
respondent No.3-Insurance Company.

The claimant is in appeal seeking enhancement while seeking modification of the award passed by the learned Motor Accident Claims Tribunal, Karnal dated 23.12.2015. As per the said award, an amount of Rs.41,000/- alongwith interest @ 7.5% p.a. from the date of filing of petition till actual realization along with costs have been passed in favour of the appellant/claimant. The matter has been compromised. The statement of Mr.R.K.Saini, Advocate for the appellant has been recorded. The same is reproduced herein below:-

*“Statement of Mr.R.K.Saini, Advocate, learned
counsel for the appellant.*

*On the instructions of my client(s) I am prepared
to accept ₹ 85,000/- (Rupees Eighty Five Thousand 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-Baldev Singh in proportion as already awarded by the MACT.

RO & AC

Signatures: Sd/-R.K.Saini

Place: Chandigarh.

Dated 04.09.2021”

The statement of Ms. Pallavi Supehia, authorised representative, appearing for respondent No.3-Insurance Company has also been recorded, which is reproduced herein below:-

*“Statement of Ms. Pallavi Supehia, Advocate/
Dy.Manager/Manager/authorised representative of IFFKO
TOKIO General Insurance Company Ltd.-Respondent No.3*

*I/We agree on behalf of the respondent- company
for full and final settlement of compensation at
Rs.85,000/- (Rupees Eighty Five Thousand only) over
and above the amount of Rs.41,000/- already awarded
by the MACT with an undertaking to pay/deposit the
same as per the order that may be passed by the Lok
Adalat (Daily/Bi-monthly/National) Benches, failing
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. Enrolment No. and e-mail I.D. Of

*Claimant's Advocate is Mr. Rajiv Kumar Saini
(Advocate), P/175/2009/9988446154, r.k.saini.adv.@
gmail.com.*

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/- Pallavi Supehia (Adv.)

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

Pallavi Supehia,

7428296998, pallavi.supehia@iffcotok.co.in

Place: Chandigarh

Dated: 03.09.21.

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 ₹ 85,000/- over and above the amount already awarded by the learned Motor Accident Claims Tribunal, Karnal, 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 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 ₹ 85,000/- 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, Karnal, 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 counsel/appellant may collect the cheque from the office of the Lok Adalat.

(VIKAS BAHL)
PRESIDENT

(AASHISH CHOPRA)
MEMBER

September 11, 2021

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