

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

**(555)                      FAO-585-2014**

**JAIMAL SINGH VS TILAK RAJ AND ORS**

**Present:      Mr. Sanjeev Patiyal, Advocate  
                    for the appellant.**

**Mr. Ankur Gupta, Advocate and  
Ms. Pallavi Supehia, authorised representative for  
respondent No.3-Insurance Company.**

**\*\*\*\***

The present appeal has been filed by the claimant seeking enhancement while seeking modification of the award dated 04.12.2012 *vide* which a compensation amounting to ₹ 8,89,620/- along with interest @ 7.5% p.a. from the date of the filing of the claim petition till final realization, has been awarded by the Motor Accident Claims Tribunal, Karnal.

As per the said award, an amount of ₹ 8,89,620/- along with interest @ 7.5% p.a from the date of the filing of petition till actual realization along with cost have been passed in favour of the appellants/claimants. The matter has been compromised. The statement of Mr. Sanjeev Patiyal, Advocate for the appellant has been recorded. The same is reproduced herein below:-

*“Statement of Mr. Sanjeev Patiyal, Advocate,  
learned counsel for the appellant.*

*On the instructions of my client(s) I am prepared  
to accept ₹ 7,00,000/- (Rupees Seven Lakhs 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 (Jaimal) in proportion as already awarded by the MACT.*

*RO & AC*

*Signatures: Sd/-Sanjeev Patiyl*

*Place: Chandigarh.*

*Dated 0 .07.2021”*

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.7,00,000/- (Rupees Seven Lakhs only) over and above  
the amount of Rs.8,89,620/- 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. Enrolement No. and e-mail I.D. Of*

*Claimant's Advocate is Mr. Sanjeev Patiyal (Advocate),*

*P/69/2006/9888491905, sanjeev.patiyal@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](mailto:pallavi.supehia@iffcotok.co.in)*

*Place: Chandigarh*

*Dated: 31.08.21.*

A perusal of the above statement would show that the claimants and the Insurance Company have compromised the matter by stating that a compensation of ₹ 7,00,000/- 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 ₹ 7,00,000/- 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 (s) counsel/appellant(s) may collect the cheque from the office of the Lok Adalat.

**(VIKAS BAHL)**  
**JUDGE**

**(AASHISH CHOPRA)**  
**MEMBER**

**September 11, 2021**  
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