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

**CM-622-CII-2021 &
CM-2093-CII-2021 IN/AND
FAO-658-2014 (O&M)
Date of decision: March 23, 2021**

Gurmit Kaur

.....Appellant

Versus

Balwinder Singh and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Mr. Aditya Pal Singla, Advocate for the appellant.

Mr. Rajneesh Malhotra, Advocate for respondent No.4.

MAHABIR SINGH SINDHU, J

CM-2093-CII-2021

Application is for placing on record affidavit regarding settlement between the parties as annexure P-1. Further prayer is for early hearing of the main appeal, which already stands admitted.

For the reasons stated in the application, the same is allowed; affidavit regarding settlement between the parties as annexure P-1 is taken on record.

Registry to tag the same at appropriate place.

Main appeal is also taken up for hearing today itself.

Main case (O&M)

Present appeal has been filed under Section 173 of the Motor Vehicles Act, 1988 (for short 'Act') for modification of award

dated 31.03.2011 passed by learned Motor Accident Claims Tribunal, Shaheed Bhagat Singh Nagar (Nawanshahr), (for short 'Tribunal') as well as enhancement of compensation awarded therein.

It transpires that main appeal was admitted vide order dated 22.03.2016, but during the pendency of the same, matter has been compromised between the parties. CM-622-CII-2021 is also filed on behalf of respondent No.4-Insurer to the effect that matter has been compromised and an amount of ₹4.10 lacs has been offered over and above the compensation amount awarded by learned Tribunal.

The offer made on behalf of respondent No.4-Insurer is duly accepted by the appellant and in support of same, her affidavit has been filed through CM-2093-CII-2021. Paras-2 to 4 of the same read as under: -

“2. That now the deponent has compromised the matter with the insurance company for an amount of Rs.4,10,000/- (Rupees four lacs and ten thousand only) in full and final settlement of his claim over and above the amount awarded by MACT SBS Nagar. The deponent had already given the consent of compromise to his Counsel, therefore, the matter was orally settled between the deponent and respondent No.4-ICIC Lambard Motor Insurance Co. Ltd., Jalandhar.

3. That since the matter is settled between the deponent-appellant and respondent No.4, insurance company, therefore, the deponent now does not want to pursue with the aforementioned appeal against the respondent No.4, and the same may be disposed of as per this settlement.

4. That as per the settlement, an amount of Rs.4,10,000/- is to be paid by the respondent Insurance Company to the deponent within two weeks from the compromise in place on record for disposal of above mentioned appeal.”

Perusal of extracted portion of above said affidavit clearly reveals that respondent No.4-Insurer has agreed to pay an amount of ₹4,10,000/- over and above the amount awarded by learned Tribunal. It is also acknowledged before this Court by learned counsel for the appellant that even the said amount has already been received by her. It is also candidly stated by both sides that matter has been amicably settled between the parties with their free consent.

In view of the agreed stand taken by both sides, appeal stands disposed off, accordingly.

Pending application(s), if any, shall also stand disposed off.

(MAHABIR SINGH SINDHU)
JUDGE

March 23, 2021

mahavir

Whether speaking/ reasoned: Yes/No

Whether Reportable: Yes/No