

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

**CM-468-CII-2021 in/and
FAO-6508-2015 (O&M)
Date of Decision: January 21, 2021**

SAKIR @ SAKIR MOHD.

..... APPELLANT(s)

Versus

M/S. DELHI GUJRAT ROAD CARRIER AND OTHERS

..... RESPONDENT(s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Rajbir Singh, Advocate
for applicant-respondent no.3-insurance company.

Mr. Ashish Gupta, Advocate
for the non-applicant/appellant.

LISA GILL, J.

This matter is being taken up for hearing through video conferencing due to the outbreak of pandemic, COVID-19.

Prayer in CM-468-CII-2021 is for listing of the appeal and its disposal in terms of the compromise arrived at between the appellant and respondent no.3-insurance company. It is submitted that the matter has been amicably resolved between the parties.

Learned counsel for the appellant as well as insurance company verify the factum of settlement between the parties.

Learned counsel for respondent-insurance company submits that though recovery rights have been afforded to insurance company by learned Tribunal, respondent-insurance company is giving-up its claim for recovery of the amount in question, therefore, absence of concurrence to the compromise by owner and driver of the offending vehicle is immaterial.

Keeping in view the specific stand of the parties and at their joint request, main appeal, which is listed for 15.03.2021, is taken on Board for hearing, today itself.

This appeal has been filed by the claimant – appellant through his father-cum-natural guardian namely Nisar Ahmad son of Makhmool, seeking enhancement of the compensation awarded to him by the learned MACT, Mewat vide award dated 13.04.2015, on account of injuries received by appellant in a motor vehicle accident. A sum of Rs.15,96,750/- has been awarded to the appellant by the learned Tribunal.

It is submitted that during pendency of this appeal, matter has been amicably resolved by way of an oral settlement. It is agreed between the appellant and insurance company that a sum of Rs.13 lakhs over and above the amount awarded by learned MACT, Mewat vide impugned award dated 13.04.2015, would be paid to appellant by way of account payee cheque. Mr. Rajbir Singh, Advocate, learned counsel for the insurance-company submits that due to a typographical error Rs.12 lakhs instead of Rs. 13 lakhs has been mentioned as the agreed amount in CM-468-CII-2021. Settlement has been arrived at a sum of Rs.13 lakhs. Photocopy of cheque dated 04.01.2021, attached as Annexure A-2 with the application is also for the sum of Rs.13 lakhs.

Learned counsel for the appellant submits that he has specific instructions from the appellant to accept counter offer of the proposal of settlement. The appellant has agreed to accept a sum of Rs.13 lakhs over and above the amount awarded by the learned MACT, Mewat on account of injuries received by the appellant in the accident in question as full and final

settlement of their claim. Learned counsel for the appellant submits that the appellant is unfit and unable to appear and the appeal has also been filed by the appellant through his father. Affidavit dated 08.01.2021 of father of the appellant namely Nisar Ahmad, in respect to the settlement has been circulated in the WhatsApp group created for the purpose of video conferencing today. Print out of the same be taken and attached with the file. Learned counsel submits that said affidavit shall be filed with the Registry of this Court within one week.

Learned counsel for the insurance company submits that amount of Rs.13 lakhs shall be paid to the appellant through account payee cheque within one week. Photocopy of the letter (Annexure A-1) regarding settlement of claim from Mr. Ashish Gupta, Advocate, counsel for the appellant and photocopy of cheque (Annexure A-2) are annexed along with the application.

Keeping in view the facts and circumstances as above, application is allowed and this appeal is disposed of in terms of settlement arrived at between the parties. Needless to say, appellant is at liberty to move appropriate application in this appeal, in case the cheque is not received/encashed. It is made clear that the insurance company in view of the statement made before the Court today, would not have any right to recover the amount from the owner and driver of the offending vehicle.

21.01.2021

Sunil

**(LISA GILL)
JUDGE**

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No