

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

**FAO No.8898 of 2014 (O&M)
Date of Decision: 31.03.2021**

Rajpal Kaur and another

..... Appellants

Versus

V.S.Prasad and others

..... Respondents

CORAM : HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Mr. Ashwani Arora, Advocate for the appellants.

Mr. Sandeep Suri, Advocate for
Ms. Kriti Sharma, Advocate for respondent No.3.

Mr. Rajneesh Malhotra, Advocate for respondent No.4/Ins. Co.

MAHABIR SINGH SINDHU, J.

CM No.3557-CII of 2021

Present application has been filed jointly on behalf of respondent No.4-Insurance Company as well as appellants for disposal of the main appeal, which was admitted on 09.12.2019, on the basis of amicable settlement arrived at between the parties.

For the reasons mentioned in the application, the same is allowed as prayed for subject to all just exceptions.

With the consent of both sides, main appeal is taken on board today itself.

MAIN CASE

Present appeal has been filed by the appellants/claimants under Section 173 of the Motor Vehicles Act, 1988 (*for short 'Act'*) against the impugned award dated 06.03.2014, passed by learned Motor Accident Claims Tribunal, SAS Nagar (Mohali) (*for short 'Tribunal'*), for its modification/enhancement.

Paper-book reveals that a claim petition under Section 166 of the Act was filed by the appellants/claimants on account of motor-vehicular accident, which took place on 14.11.2011 at about 08:30 PM at Village Kheri, resulting into the death of Mandeep Singh, son of the appellants/claimants.

Learned Tribunal, after taking into consideration the material available on record, allowed the claim petition and awarded a total compensation of ₹ 9,97,000/- to the claimants/appellants along with interest @ 6% per annum from the date of filing of the claim petition till its realization.

Aggrieved against the above award dated 06.03.2014, present appeal was preferred.

Now during the pendency of appeal, matter has been amicably settled between the parties and in support thereof, affidavits dated 15.03.2021 on behalf of the appellants as well as affidavit dated 19.03.2021 of Sh. Saurav Khullar, Bajaja Allianz Gen. Ins. Co. Ltd. have been filed along with aforesaid application bearing CM-3557-CII-2021. Para 3 & 4 of

the application being relevant are extracted as under:-

“ 3. That during the pendency of the appeals, the matter has been discussed with the Bajaj Allianz Insurance Company wherein the insurance company has made an offer for settlement of the present case by way of payment of enhanced compensation of Rs.50,000/- (Rupees Fifty Thousand Only) over and above the amount awarded by the Learned Tribunal.

4. That accordingly now the parties have entered into a compromise wherein the appellants have accepted the offer of the Insurance Company for a sum of Rs.50,000/- (Rupees Fifty Thousand Only) as full and final settlement of amount on account of death of Sh. Mandeep Singh in a roadside accident on 14.11.2011.”

Perusal of aforesaid paras of the affidavit clearly reveal that Insurer has agreed to enhance the compensation to the tune of ₹ 50,000/- over and above the compensation, awarded by learned Tribunal and that is acceptable to the appellants as full and final settlement.

Even before this Court also, both learned Counsel for the parties have stated that they are fully authorized to settle the matter on the basis of joint application, supported by way of affidavits of the appellants.

Learned Counsel for the Insurer has given an assurance that the aforesaid amount of ₹ 50,000/- shall be paid to the appellants through electronic mode in the same proportion as awarded by learned Tribunal within a period of three weeks from today in their bank account(s), which shall be furnished by learned Counsel, representing the appellants within one week from today.

Consequently, the present appeal is disposed off in terms of the settlement arrived at between the parties and they shall be bound by their

respective stand.

Ordered accordingly.

March 31st, 2021
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(MAHABIR SINGH SINDHU)
JUDGE

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>