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BEFORE THE NATIONAL LOK ADALAT,
PUNJAB AND HARYANA HIGH COURT AT CHANDIGARH

FAO-6381-2016 (O&M)

SUKHDEV SINGH
VS
SAHAB @ SAHBU AND OTHERS

Present: Ms. Bhavdeep Mamli, Advocate for
Mr. R.S. Mamli, Advocate for the appellant.

Mr. Rajbir Singh, Advocate alongwith
Mr. Amit Vyas, Deputy Manager,
Shri Ram General Insurance Company.

(Through Video Conferencing)

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CM-21302-CII-2016

This is an application filed under Section 5 of the Limitation Act read with Section 151 of CPC, for condonation of delay of 151 days in filing the present appeal.

For the reasons stated in the application, which is duly supported by an affidavit, delay of 151 days in filing the appeal is condoned.

Application is allowed.

Main case

This is an appeal filed by the appellant-claimant for enhancement while seeking modification of the award dated 03.10.2015 vide which the learned Motor Accident Claims Tribunal, Kurukshetra (hereinafter to be referred as "the Tribunal") has awarded an amount of Rs.1,10,400/- alongwith interest @ 9% per annum from the date of filing of the claim petition till realisation of the amount so awarded.

It has been brought to the notice of this Court that the matter has been compromised. The statement of Mr. R.S. Mamli, Advocate appearing for the appellant/claimant has been recorded, which is reproduced herein below:-

"Statement of Sh. R.S. Mamli, Advocate, learned counsel for the applicant(s)/appellant(s)/claimant(s).

On the instructions of my client(s), I am prepared to accept Rs.1,00,000/-/- Rupees One lac 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, in proportion as already awarded by the MACT.

RO & AC

Signatures: Sd/- R.S. Mamli,

Place: Chandigarh

Dated:"

The statement of Sh. Rajbir Singh, Advocate for the Insurance Company has been recorded, which is reproduced herein below:-

"Statement of Sh. Rajbir Singh, Advocate with Sh. Amit Vyas, Legal representative/authorized representative of Shri Ram General Insurance Company.

I/we agree on behalf of the respondent-company for full and final settlement of compensation at Rs.1,00,000/- (Rupees One lakh only), over and above the amount of Rs._____ already awarded by the MACT with an undertaking to pay/deposit the same as per the orders that may be passed by the Lok Adalats (Daily/Bimonthly/National), failing which interest at the rate 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 Adv R.S. Mamli.

Note:- Please tick the appropriate option

(a) Whether consent of counsel for the claimant/appellant have been obtained:- Yes

(b) Whether settled/non settled/want more time: Settled

RO/AC

Signatures:-___________________

Name of the Officer with Mobile Number and e-mail ID:

Sd/- Rajbir Singh	*Sh. Amit Vyas*
Advocate (P/5324/2006)	*Legal Dy. Manager/Authorized Signatory*

Mob: 9855521626 SHRI RAM GENERAL INSURANCE CO.

Emaijl ID: rajbirsinghadvocate81@gmail.com

Place: Chandigarh

Dated: 10.12.2021"

A perusal of the above statements would show that the appellant/claimant as well as the Insurance Company have compromised the matter by stating that a compensation of Rs.1,00,000/- over and above the amount already awarded by the Tribunal, will be paid by the Insurance Company to the appellant/claimant.

Counsel appearing for the respondent-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.

Insurance Company has further stated that a cheque amounting to Rs.1,00,000/- in the name of appellant, will be deposited with the office of the Lok Adalat of this High Court on or before 10.01.2022, 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 Tribunal, 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/Demand Draft to learned counsel/representative of the respondent-Insurance Company. The appellant (s)/ counsel for appellant(s) may collect the cheque from the office of the Lok Adalat.

All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

(VIKAS BAHL)
PRESIDENT

(AMIT JHANJI)
MEMBER

December 11, 2021.
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