

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

**FAO No.1067 of 2018 (O&M)
Date of Decision: 25.03.2021**

Manjit Singh and others

..... Appellants

Versus

Baldev Singh and others

..... Respondents

CORAM : HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

Present:- Mr. Ankur Gupta, Advocate for the appellants.

None for respondent Nos.1 & 2.

Mr. Rajbir Singh, Advocate for respondent No.3/Ins. Co.

MAHABIR SINGH SINDHU, J.

CM No.3256-CII of 2021

Present application has been filed for preponement of the date of hearing in the main appeal, which is pending for 01.07.2021, and for disposing off the same in view of compromise arrived at between the applicants/appellants and non-applicant/respondent No.3-Insurance Company. Affidavits of applicant Nos.1 & 3, namely, Manjit Singh and Paramjit Kaur regarding the compromise are also enclosed as Annexures A-3 & A-4, respectively.

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

and taken on board today itself. Aforesaid affidavits are also taken on record.

CM No.1281-CII of 2021

Application for preponement of the main appeal, which was pending for 01.03.2021, and disposing off the same in terms of compromise arrived at between non-applicants/appellants and applicant/respondent No.3 (Insurance Company).

In compliance of order dated 12.02.2021, passed in the application, affidavit dated 11.02.2021 of applicant/appellant No.2 is already on record and affidavits of appellant Nos.1 & 3 have been filed by way of CM-3256-CII-2021.

Since similar relief has already been granted to the applicants/appellants in aforesaid application bearing CM No.3256-CII of 2021, therefore, present application is disposed off.

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 31.05.2017, passed by learned Motor Accident Claims Tribunal, Ludhiana (*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 09.12.2015 at about 06:15 PM in the area of Baba Jahar Bali Road, resulting into the death of Arjan Singh, father of the appellants/claimants, namely, Manjit Singh, Gurmeet Singh and Paramjit

Kaur.

Learned Tribunal, after taking into consideration the material available on record, partly allowed the claim petition and awarded a total compensation of ₹ 85,000/- to the claimants/appellants (both sons and daughter) along with interest @ 7.5% per annum from the date of filing of the claim petition till its realization. Respondents were held liable jointly and severally to pay the amount of compensation to the appellants/claimants.

Also to be noticed that learned Tribunal while deciding Issue No.2 has recorded that wife of deceased predeceased him.

Aggrieved against the above award dated 31.05.2017, present appeal was preferred.

Learned Counsel for the appellants contends that matter has been compromised between the parties amicably and the Insurance Company has agreed to pay a sum of ₹ 2,25,000/- over and above the amount, awarded by learned Tribunal, by way of three cheques bearing Nos.082322, 082328 & 082346 dated 02.02.2021, ICICI Bank, amounting to ₹ 75,000/- each (Rupees Seventy Five Thousand only) in favour of all the appellants. Also contends that affidavits of all the appellants are on record.

This Court has gone through the respective affidavits of the appellants and para 2 of the affidavit of appellant No.2-Gurmeet Singh, identical to the affidavits of appellant Nos.1 & 3, being relevant is extracted as under:-

“ 2. That now the deponent alongwith appellants No.1 and

3 have compromised the matter with the insurance company for an amount of Rs.2,25,000/- in full and final settlement of his claim over and above the amount awarded by MACT, Ludhiana. The deponent alongwith other appellants had already given their consent of compromise to their Counsel, therefore, the matter was orally settled between the deponent and respondent No.3-insurance company. On the basis of the settlement insurance company has prepared crossed cheques of Rs.75,000/- each (Rupees Seventy Five Thousand only) dated 02.02.2021 bearing Nos.082322, 082328, 082346 in faovur of the deponent as well as other appellants as per oral settlement.”

In view of the extracted portion of the affidavit, reproduced hereinabove, it is apparently clear that the matter has been amicably settled between the parties and the Insurer will pay an amount of ₹ 2.25 Lakh (₹ 75,000/- each to the appellants) over and above the compensation, awarded by learned Tribunal and that is acceptable to the appellants as full and final settlement.

Affidavit dated 01.02.2021 of Sh. Aditya Sharma, Legal Manager, ICICI Lombard General Insurance Company Ltd. has already been filed along with CM No.1281-CII-2021, conceding the compromise entered into between the parties.

Even before this Court also, both learned Counsel for the parties have stated that they are fully authorized to settle the matter.

Learned Counsel for the Insurer has handed over the aforesaid three cheques ₹ 75,000/- each (total ₹ 2,25,000/-) to learned Counsel for the appellants for its onward transmission to them. Copies of the cheques, duly received by learned Counsel for the appellants, are taken on record.

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 25th, 2021
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(MAHABIR SINGH SINDHU)
JUDGE

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No