

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

**FAO No.1085 of 2018 (O&M)
Date of Decision: 25.03.2021**

Gurmeet Singh

..... Appellant

Versus

Baldev Singh and others

..... Respondents

CORAM : HON'BLE MR. JUSTICE MAHABIR SINGH SINDHU

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

None for respondent Nos.1 & 2.

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

MAHABIR SINGH SINDHU, J.

CM No.3234-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 applicant/appellant and non-applicant/respondent No.3-Insurance Company.

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.

CM No.1278-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-applicant/appellant 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 the applicant/appellant is already on record.

Since similar relief has already been granted to the applicant/appellant in aforesaid application bearing CM No.3234-CII of 2021, therefore, present application is disposed off.

MAIN CASE

Present appeal has been filed by the appellant/claimant 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 appellant/claimant 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 injuries sustained by him.

Learned Tribunal, after taking into consideration the material available on record, partly allowed the claim petition and awarded a total compensation of ₹ 1,93,000/- to the claimant/appellant 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 appellant/claimant.

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

Learned Counsel for the appellant contends that matter has been compromised between the parties amicably and the Insurance Company has agreed to pay a sum of ₹ 1,25,000/- over and above the amount, awarded by learned Tribunal, by way of cheque bearing No.082297 dated 27.01.2021 of ICICI Bank Ltd. in favour of the appellant. Also contends that affidavit of the appellant is on record.

This Court has gone through the affidavit of the appellant and para 2 of the same being relevant is extracted as under:-

“2. That now the deponent has compromised the matter with the insurance company for an amount of Rs.1,25,000/- in full and final settlement of his claim over and above the amount awarded by MACT, Ludhiana. The deponent had already given the consent of compromise to his 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 cheque of Rs.1,25,000/- (Rupees One Lac Twenty Five Thousand only) dated 27.01.2021 bearing Nos.082297 in favour of the deponent 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 ₹ 1.25 Lakh to the appellant over and above the compensation, awarded by learned Tribunal and that is acceptable to the appellant 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.1278-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 cheque of ₹ 1.25 Lakh to learned Counsel for the appellant for its onward transmission to him. Copy of the cheque, duly received by learned Counsel for the appellant, is 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
Gagan

(MAHABIR SINGH SINDHU)
JUDGE

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