

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

531 FAO-7657-2017 (O&M)

**BALKARA RAM AND ORS
VS
GURINDER SINGH AND OTHERS**

Present: Mr. Pankaj Katia, Advocate for the appellants.

Mr. Punit Jain, Advocate
for respondent No.3-Insurance Company.

(Through Video Conferencing)

The present appeal has been filed by the claimants for enhancement while seeking modification of award dated 11.11.2016 vide which the learned Motor Accident Claims Tribunal, SAS Nagar (Mohali) has awarded an amount of ₹15,37,000/- along with interest @ 6% p.a. from the date of filing of the petition till the actual realization.

Counsel for the appellants and respondent No.3-Insurance Company have appeared and stated that the matter has been compromised and it has been mutually agreed that respondent No.3-Insurance Company would pay an amount of ₹ 2,50,000/- under all heads of compensation including interest component, towards full and final settlement of the claim in the present appeal, over and above, the amount already awarded by the learned Motor Accident Claims Tribunal, SAS Nagar (Mohali) within a period of 4 weeks from today i.e. till 08.08.2021, failing which the interest @ 9% p.a shall follow from the date of the settlement before the Lok Adalat

till the date of payment.

Counsel for respondent No.3-Insurance Company has pointed out that an affidavit of Shri Sunil Gupta, Deputy Manager authorised representative of the Insurance Company has already been filed along with CM-3553-CII-2021 to the said effect. The relevant portion of the said affidavit is reproduced herein below:-

*“Affidavit of Sunil Gupta Deputy Manager
Legal, Future Generali India Insurance Co. Ltd. 303-
310, 3rd Floor, Kailash Building, 26 Kasturba Gandhi
Marg, New Delhi-110001.*

*I, the above named deponent do hereby
solemnly affirm and declare as under:-*

- 1. That the above titled appeal preferred by the claimants for enhancement of compensation is pending in this Hon'ble Court and the same is fixed for hearing for 29.06.2021.*
- 2. That it is further respectfully submitted that the parties have amicably settled the matter and have arrived at mutual consensus that the claimants/appellants would be satisfied if the compensation is enhanced to the tune of Rs.2,50,000/- (Rs.Two Lakh Fifty Thousand only) under all heads of claim in the present appeal, over and above the amount already awarded by the learned MACT and the mutually agreed/settled enhanced amount of compensation of Rs.2,50,000/- (Rs. Two Lakh Fifty Thousand only) will be paid over and above the awarded amount in full and final settlement of the award.*
- 3. That in view of the aforesaid amicable*

settlement between the parties, the present appeal deserves to be disposed off. The respondent insurance company is ready and willing to pay the mutually agreed/settled enhanced amount of compensation of Rs.2,50,000/- (Rs.Two Lakh Fifty Thousand only), over and above the awarded amount by Learned MACT Mohali, in full and final settlement of the award.

4. That the said amount of Rs.2,50,000/- (Rs.Two Lakh Fifty Thousand only) shall be paid by the respondent No.3, as full and final settlement and without any further interest or costs. The applicant-Insurance Company is ready to deposit the cheque for sum of Rs.2,50,000/- (Rs.Two Lakh Fifty Thousand only) in the name of appellants or as per the directions issued by the Hon'ble High Court.

Dated: 23-3-21

Chandigarh

sd/-

Deponent

Verification:

Verified that the contents of para 1 to 4 of the above affidavit are true and correct to my knowledge derived from the official record. No part of it is false and nothing relevant has been concealed therein.

Dated: 23-3-21

Chandigarh

sd/-

Deponent”.

Mr. Pankaj Katia, Advocate for the appellants/claimants has stated that he has instructions that the amount offered by the Insurance Company of ₹ 2,50,000/- over and above the amount already awarded by the learned Motor Accident Claims Tribunal, SAS Nagar (Mohali) is

acceptable to the appellant-claimants. He has, however, prayed that six separate drafts be prepared in the name of six different appellants. He has further prayed that a cheque amounting to Rs.1,00,000/- be prepared in the name of appellant No.1 and five cheques amounting to Rs.30,000/- each in the name of appellant Nos.2 to 6 be issued individually.

Counsel for respondent No.3-Insurance Company has agreed to the same and has further stated that the said amount would be paid by the Insurance Company to the appellants 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 an amount to the tune of ₹2,50,000/- in the name of the appellants/claimants will be deposited with the office of the Lok Adalat of the Hon'ble High Court on or before 08.08.2021, 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 claimants 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 learned Motor Accident Claims Tribunal, SAS Nagar (Mohali), 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/appellant(s) may collect the cheque from the office of the Lok Adalat.

**(VIKAS BAHL)
PRESIDENT**

**(AMIT JAIN)
MEMBER**

July 10, 2021.
jitesh (jts)