

**BEFORE THE LOK ADALAT,
PUNJAB AND HARYANA AT CHANDIGARH**

(512)

FAO No.974 of 2012 (O&M)

Jagdish Parshad through LR Suresh

Vs.

Suresh Kumar and another

Present: Mr. Mukesh Yadav, Advocate for the applicant/appellant.

Mr. Rajneesh Malhotra, Advocate for
respondent-Insurance Company.

CM-6789-CII-2021

This is an application under Order 22 Rule 3 read with Section 151 of CPC for impleading the legal heirs of applicant/appellant. Accordingly, registry is directed to list this application with the main appeal and the same is taken up on Board for hearing today itself

It has been stated in the application that the applicant had expired in 2011 and left behind the LR as stated in para 5 of the application.

Application is allowed and the amended memo of parties is taken on record.

Main Appeal

The present appeal has been filed by the claimants seeking enhancement while seeking modification of the award dated 20.12.2010

vide which a compensation amounting to ₹ 3,34,000/- along with interest @ 9% p.a. from the date of the filing of the claim petition till final realization.

As per the said award, an amount of ₹ 3,34,000/- along with interest @ 9% p.a from the date of the filing of petition till actual realization along with cost have been passed in favour of the appellants/claimants. The matter has been compromised. The statement of Mr. Mukesh Yadav, Advocate for the appellants has been recorded. The same is reproduced herein below:-

“Statement of Sh. Mukesh Yadav, Advocate, learned counsel for the applicant(s)/appellants(s)/claimant(s).

On the instructions of my client(s) I am prepared to accept ₹ 1,90,000/- (One Lac Ninety Thousand) 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 LR of appellant-Jagdish Prashad in proportion as already awarded by the MACT.

RO & AC Signatures: *sd/- Mukesh Yadav*

Place: Chandigarh.

Dated: 13.08.2021

The statement of Shri Suryadeep Singh Thakur, Advocate, appearing for respondent-Insurance Company has also been recorded, which is reproduced herein below:-

*“Statement of Sh. Suryadeep Singh Thakur,
Advocate/ Dy. Manager/Manager/authorised
representative of Reliance General Insurance
Company Ltd. and Nigam K. Bhardwaj, Advocate.*

*I/We agree on behalf of the respondent
company for full and final settlement of compensation at
Rs.1,90,000- (One lakh & ninety thousand) over and
above the amount of Rs.3,34,000 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/Bi -monthly/National) Benches, failing which
interest at the rate of 9% per annum shall follow from
the date of the settlement before the Hon'ble Bench.*

RO & AC

Signatures: sd/- Suryadeep Singh Thakur

Place: Chandigarh

Dated: _____”

A perusal of the above statement would show that the claimants and the Insurance Company have compromised the matter by stating that a compensation of ₹ 1,90,000/- over and above the amount already awarded by the learned Motor Accident Claims Tribunal, Narnaul, will be paid by

the Insurance Company to the appellants/claimants.

Learned counsel appearing for respondent No.2-Insurance Company 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.

Learned counsel for the Insurance Company has further stated that an amount to the tune of ₹ 1,90,000/- 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 13.09.2021, 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 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 learned Motor Accident Claims Tribunal, Narnaul, 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 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**

**(JAGMOHAN BANSAL)
MEMBER**

August 14, 2021.
sandeep