



C.M.A.No.464 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03.03.2022

CORAM:

THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

C.M.A.No.464 of 2017

Gurunathan

...Appellant

Vs.

1.A.S.Thillai Nayagam

2.The New India Assurance Co. Ltd.,
No.46, II-Line Beach, Moore Street,
Chennai – 1.

..Respondents

Prayer: Civil Miscellaneous Appeal filed under Section 173 of the Motor Vehicles Act, 1988, against the fair and decreetal order dated 08.11.2012 n M.C.O.P.No.2857 of 2004 on the file of the Motor Accidents Claims Tribunal / IV – Judge, Court of Small Causes, Chennai.

For Appellant : Mr.A.N.Viswanatha Rao

For Respondents : Mr.J.Chandran for R2

J U D G M E N T

The appeal had been referred to the Lok Adalat and on 09.03.2019, the Lok Adalat had prevailed upon the parties to enter into a



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compromise. The parties had also willingly accepted to do so and by mutual consent an amicable settlement had been reached wherein, a further sum of Rs.1,25,000/- had been directed to be paid as compensation in addition to the award of the Tribunal, which was to a sum of Rs.1,52,500/-. This additional sum of Rs.1,25,000/- was directed to be deposited by the 2nd respondent / New India Assurance Company Limited within a period of six weeks from a particular date but, owing to the Covid-19 intervention, it could be put into effect.

2.Today, the learned counsel for the Appellant and the learned counsel for the 2nd respondent have presented a joint memo to record the very same settlement by this Court. The very same settlement would indicate that they had agreed that the said sum of Rs.1,25,000/- would be the amount to be further granted in addition to the sum of Rs.1,52,500/- granted by the Tribunal along with interest and costs. The joint memo of compromise is taken on record. It is also signed by the appellant and by the 2nd respondent and quite apart from the learned counsels. The said memo is dated 21.01.2021.



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3.In view of the same, this Civil Miscellaneous Appeal is allowed in terms of memo of compromise. The decree shall be passed in terms of the joint memo, enhancing the compensation already granted from Rs.1,52,500/- to Rs.2,77,500/-. There will not be any interest on the said amount, since the amount has been finalized by settlement reached between the parties. The 2nd respondent / Insurance Company is directed to deposit the said amount, less the amount, if any already deposited within a period of six weeks from the date of receipt of a copy of this order. On such deposit, the Appellant is permitted to withdraw the same on proper identification before the Tribunal.

4.The Civil Miscellaneous Appeal stands allowed in terms of the memo of compromise. The joint memo of compromise shall part form part fo the decree. No costs. Consequently, connected miscellaneous petition, if any, is closed.

03.03.2022

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Index:Yes/No

Internet:Yes/No

Speaking/Non-speaking order

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C.V.KARTHIKEYAN, J.

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To-

The Motor Accidents Claims Tribunal,
IV-Court of Small Causes,
Chennai.

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