



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

WRIT PETITION NO. 7658 OF 2024

SANDIP SUBHASH GAIKWAD
VERSUS
MANOJSINGH NARAYANSINGH RAJPUT AND OTHERS

...
Mr. Nandkumar Y. Kingaonkar, Advocate for the Petitioner.
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CORAM : S. G. CHAPALGAONKAR, J.
DATED : 24th JULY, 2024.

P.C.:-

1. The petitioner had filed MACP No.72/2022 invoking provisions of Section 166 of the Motor Vehicle Act, 1988 claiming compensation of Rs.10,00,000/- from owner, driver and insurer of the offending vehicle. The claim petition has been finally disposed of by Award of Lok Adalat dated 09.09.2023. The petitioner has received compensation amount of Rs.8,50,000/- as per Award, which has been deposited by the Insurance Company.

2. By this petition, the petitioner impugns the Award of Lok Adalat on the ground that the petitioner was wrongly advised. The learned Advocate appearing for the petitioner also brings to the notice of this Court that owner and driver of the vehicle were *ex-parte* and in their absence, compromise has been recorded and petitioner was not intending to settle the matter with them.

3. Having considered submissions advanced, it is apparent that the petitioner has settled the matter with Insurance Company. During the Lok Adalat he was personally present before Lok Adalat. He has signed compromise terms. Consequently, learned Lok Adalat certified the Award. The Insurance Company deposited

amount of compensation in terms of Award. The petitioner withdrew the amount and at this stage challenge is raised.

4. It is trite that, the Award passed in Lok Adalat is final and in exceptional cases, it can be assailed in Writ jurisdiction of the High Court, in case there is fraud, misrepresentation etc. Apparently, no such ground is made out in this Writ Petition. So far as contention of the petitioner that respondents nos.1 and 2 i.e. owner and driver were not present in Lok Adalat or petitioner was not intending to settle the matter with them, it can be observed that the claim of the petitioner was for passing Award jointly and severally against all the respondents. The insurer under third party policy indemnified the petitioner as against liability to be incurred by respondent nos.1 and 2. The liability of the respondents is coextensive and it cannot be separated. Once insurer has undertaken liability or satisfied the Award in terms of Section 149(2) of the Motor Vehicle Act, the liability of the owner and driver also ceases to exist. No separate cause of action remains to be prosecuted. Pertinently, in this case the Award of Lok Adalat specifically stipulates the statement that in terms of compromise, petition be disposed of against respondent nos.1 and 2 also. The petitioner has knowingly signed terms of compromise. The Advocate representing him has also signed compromise terms. It is, therefore, apparent that present Writ Petition is afterthought action. No such petition can be entertained. Hence, Writ Petition stands dismissed.

(S. G. CHAPALGAONKAR)
JUDGE