



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Sr. No.134

CR-2384-2024

Date of Decision: 19.07.2024

HARNEK SINGH

....Petitioner

Versus

NATIONAL INSURANCE COMPANY LIMITED AND OTHERS

.....Respondents

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present:- Mr. Rajbir Singh, Advocate, for
Mr. C.M. Munjal, Advocate
for the petitioner.

Mr. Sandeep Suri, Advocate
for contesting respondent No.1.

Mr. Vinod Gupta, Advocate
for contesting respondent No.2.

Respondent No.3 is proforma respondent.

ARCHANA PURI, J. (Oral)

Challenge in the present revision petition is to the order dated 06.02.2024 (Annexure P-12), passed by learned Executing Court, *vis-a-vis* the Execution No.50 of 2022, titled '*Baga @ Baggan @ Baljeet Kaur Vs. National Insurance Company Limited*'.

In pursuance of notice issued, contesting respondents No.1 and 2, have made appearance through their respective counsel.

Learned counsel for the parties heard.

Facts germane to be notice are as follows:-

That, initially, Baga @ Baggan @ Baljeet Kaur and Harnek

Singh, claimants had filed the claim petition i.e. MACP-267-2021, under



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Section 166 of the Motor Vehicles Act, to seek compensation, on account of death of their son, namely, Gurjant Singh, in a motor vehicular accident. After completion of pleadings and recording of the evidence, vide Award dated 21.10.2021 passed by learned Motor Accident Claims Tribunal, the compensation to the extent of Rs.40,99,000/-, together with the interest component was granted. Respondents No.1 to 5, were held to be jointly and severally liable to pay the compensation. Besides the same, further it was observed in the Award by learned Tribunal about respondent No.3 i.e. National Insurance Company Limited, insurer of vehicle bearing registration No.PB-31L-8331 and respondent No.5 i.e. The New India Assurance Company Limited, insurer of vehicle bearing registration No.PB-03Y-9756, to satisfy the Award. Also, it was observed that respondent No.5 i.e. The New India Assurance Company Limited, will have the right to recover the amount of the extent of 1/2 of the total amount of compensation, from the insured i.e. respondent No.4 (Harjinder Singh), as Gurjant Singh, was a gratuitous passenger in truck bearing registration No.PB-03Y-9756.

During the execution proceedings, initially, the National Insurance Company Limited i.e. insurer of vehicle bearing registration No. PB-31L-8331, had deposited the entire compensation amount, whereas, their liability was only to the extent of 50%, as per the Award. As such, the amount to the extent of 50% was refunded by learned Executing Court. The liability of 50% qua The New India Assurance Company Limited i.e. respondent No.2 herein, was outstanding.

In the meanwhile, Baga @ Baggan @ Baljeet Kaur, claimant No.1, had died. Since the application for impleadment of legal representatives of Baga @ Baggan @ Baljeet Kaur, was still pending,



learned Executing Court, vide the impugned order, had directed to disburse the amount falling to the share of Harnek Singh, in terms of the Award, on his furnishing indemnity bonds to the extent of Rs.15,00,000/-.

Feeling aggrieved, the petitioner-Harnek Singh, has filed the present revision petition. Learned counsel for the petitioner submits that the petitioner is aggrieved only by clause of furnishing of indemnity bonds.

Since there is no dispute with regard to identity of the petitioner-Harnek Singh and also there is no mention regarding any stay being granted by any Superior Court, *vis-a-vis* the Award amount, the revision petition, as such, is hereby partly accepted, thereby excluding the clause of ‘disbursement of amount of the share of Harnek Singh, subject to furnishing of indemnity bonds’, as ordered by learned Executing Court.

In view of the aforesaid terms, the revision petition stands disposed of.

19.07.2024
Himanshu

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned : Yes

Whether reportable : Yes/No