

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

112

CWP-1202-2024 (O&M)
Date of decision: 20.01.2024

The Bajaj Allianz General Insurance Company Ltd.

...Petitioner

VERSUS

Permanent Lok Adalat and others

...Respondents

CORAM : HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present :- Mr. Preet Harinder Singh Pannu, Advocate for the petitioner.

VINOD S. BHARDWAJ, J. (Oral)

Prayer in the present petition is for quashing of the impugned order dated 18.11.2023 (Annexure P-5) passed in FAO-993-2015 by the National Lok Adalat.

Learned counsel for the petitioner contends that above said FAO-993-2015 titled as ‘**Kavita and ors. Vs. Sikandarbhai Mustufa Bhai Kankarolia and ors.**’ along with connected FAO-7626-2014 titled as ‘**Bajaj Allianz General Insurance Co. Ltd. vs. Smt. Kavita and others**’ were amicably settled and disposed by this Court in the National Lok Adalat held on 09.09.2023. He contends that the Motor Accident Claims Tribunal Jhajjar, had awarded an amount of Rs.14,80,000/- along with 6% per annum. In the appeal preferred by the petitioner-insurance company, the execution of the award passed by the Motor Accident Claims Tribunal Jhajjar, was

stayed to the extent of 50% vide order dated 09.09.2014. The claimants had also preferred an appeal for seeking enhancement, pursuant to the above order passed by this Court, the applicant-insurance company deposited an amount of Rs.10,30,000/- i.e. 50% of the awarded amount along with interest before the Motor Accident Claims Tribunal Jhajjar.

In the National Lok Adalat held on 09.09.2023, the parties had agreed for payment of an additional amount of Rs.8,50,000/- (over and above the amount of Rs. 10,30,000/- which was deposited by the petitioner-insurance company in terms of the order passed by this Court). The said aspect was specifically mentioned in the consent form submitted by the claimants themselves. It is contended that notwithstanding the above said consent amongst the parties, it was inadvertently mentioned in the order passed by the Lok Adalat that the above said amount Rs. 8,50,000/- is over and above the amount as awarded by the Motor Accident Claims Tribunal Jhajjar.

Mr. Rampal Verma, Advocate, enters appearance on behalf of contesting respondents Nos. 2 to 4 and very fairly submits that an expressed settlement amongst the parties on the date when the National Lok Adalat held was to the extent that the amount of Rs.8,50,000/- is to be paid over and above Rs.10,30,000/- that has already been deposited by the petitioner-insurance company. He, however, submits that the amount of Rs.8,50,000/- over and above Rs.10,30,000/- already deposited by the petitioner-insurance was to be remitted within a period of 30 days and that despite a lapse of more than 3 months, the said amount has not been released.

The above said contention is, however, misconceived since the National Lok Adalat had already granted interest in the event of failure on the part of the petitioner-insurance company to pay the above said agreed amount within a period of 30 days. Hence, the interest as already awarded by this Court would be applicable and the claimants would be entitled to the interest as already awarded by the National Lok Adalat in its order dated 09.09.2023.

The present writ petition is accordingly **disposed of** with the consent of the parties by partially modifying the award dated 09.09.2023 passed by the National Lok Adalat in FAO-993-2015 titled as '**Kavita and ors. Vs. Sikandarbhai Mustufa Bhai Kankarolia and ors.**' and the amount of Rs. 8,50,000/- is held to be payable over and above a sum of Rs.10,30,000/- already deposited by the petitioner-insurance company along with the interest as mentioned therein.

(VINOD S. BHARDWAJ)
JUDGE

20.01.2024

Mangal Singh

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No