**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

Sr. No.155

**FAO-2955-2023
Date of Decision: 19.11.2025**

UDAY RAM

....Appellant

Versus

NISHAR AND OTHERS

.....Respondents

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present:- Mr. Rishav Jain, Advocate
for the appellant.

Mr. Lalit Garg, Advocate
for respondent No.3-Insurance Company.

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ARCHANA PURI, J. (Oral)

At this stage, it has been brought to the notice of this Court by the counsel for the Insurance Company, making appearance today, that Mr. Nigam Bhardwaj, Advocate, had inadvertently accepted the notice, though he is not on the panel of United India Insurance Company Limited.

In the given circumstances, Mr. Lalit Garg, Advocate, who is the panel lawyer, accepts notice in this case, on behalf of respondent No.3.

Since this is an appeal for seeking enhancement of compensation, there is scope for amicable settlement between the parties.

The accident in question had taken place on 17.11.2011 and the appellant-Uday Ram, had sustained injuries in the same.

It is pertinent to mention that, at first instance, the claim petition was dismissed for want of prosecution, by learned Motor Accident Claims Tribunal. To assail the requisite order of dismissal of the claim petition, FAO-891-2014 was filed by the appellant, which was decided vide order dated 30.05.2022, copy whereof is Annexure A-1. Considering the Motor Vehicles Act to be a social welfare legislation and also taking into consideration the fact about other two claim petitions, arising from the same accident, to have been allowed by the Coordinate Bench, the claim petition of the appellant-Uday Ram, was remanded to the Tribunal, for its decision on merits, after giving due opportunities of leading evidence to both the sides.

Consequently, the requisite process was followed by learned Tribunal and thereupon, after hearing the counsel for the parties, compensation to the extent of Rs.1,12,413/- was granted to the appellant/claimant, vide Award dated 03.12.2022. The appellant was held entitled to the interest @ 6% per annum, from the date of filing, till its realization. However, the period from 07.10.2013 to 22.05.2022 i.e. the period when the claim petition was dismissed by learned Tribunal and till the order passed by this Court for restoration and remand of the case, was ordered to be excluded.

Being aggrieved, the appellant filed the present FAO.

So far as the compensation awarded on the counts of medical expenses, transportation, special diet, as well as pain and suffering, as detailed in paragraph No.16 of the impugned Award, is concerned, counsel for the appellant submits that he do not dispute the compensation on the said counts. However, he confines his prayer only with regard to exclusion of the interest, for the period from 07.10.2013 to 22.05.2022.

However, counsel for the Insurance Company refutes the claim of the counsel for the appellant. He submits that since the claim petition was dismissed in default, benefit as sought for, ought not to be given to the appellant.

In view of the aforesaid, I have gone through the order dated 30.05.2022 passed in FAO-891-2014. Perusal of the same reveals that considering the Motor Vehicles Act to be a social welfare legislation, the said FAO was allowed and the case was remanded back to the Tribunal, for its decision on merits, after giving due opportunities of leading evidence to both the sides. While adjudicating on the rights of the parties in the aforesaid FAO, no such condition, with regard to exclusion of the interest, at the time of passing of the Award, was laid down by the Court. Though, the counsel for the Insurance Company, now disputes the same, but however, it was required on the part of the Insurance Company, to have raised the question with regard to exclusion of the interest, at the time when FAO-891-2014 was decided. At that stage, while making submissions in the said FAO, counsel for the Insurance Company did not raise the issue, with regard to denial of the interest for the period from 07.10.2013 to 22.05.2022.

Considering the same, once the Court had restored the claim petition, without further condition laid down by the Court, the period of exclusion of interest, ought not to be made. In view of the same and also taking into consideration about the Motor Vehicles Act, to be a welfare legislation, the exclusion clause of the period from 07.10.2013 to 22.05.2022, is hereby set aside and the appellant shall be held entitled to the interest @ 6% per annum, from the date of filing of the claim petition, till its realization.

The Insurance Company shall calculate the interest, for the period from 07.10.2013 to 22.05.2022, within a period of 15 days and thereupon, deposit the cheque in the name of the appellant, relating to the outstanding amount, before learned Tribunal/successor Tribunal, within next 45 days. The concerned Tribunal shall release the amount, upon filing of application, at the instance of the appellant, after verifying about his identity.

In view of the aforesaid terms, the FAO stands disposed of.

(ARCHANA PURI)
JUDGE

19.11.2025
Himanshu Vats

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