

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Miscellaneous Appeal No.1041 of 2017**

New India Assurance Company Ltd. Cinema Road, Hajipur ... .. Appellant/s  
Versus

1. Nirmala Devi Wife of Late Ramesh Choudhary,
2. Rinku Kumari, Daughter of Late Ramesh Choudhary,
3. Vikash Kumar, Son of Late Ramesh Choudhary,
4. Baby, Daughter of Late Ramesh Choudhary, (2 to 4 are minor son and minor daughters of Late Ramesh Choudhar All 1 to 4 are residents of Village-Bakhari Barai, P.s.- Rajapakar, District- Vaishali.
5. Md. Allauddin, Son of Multan Mian, resident of Village- Bakhari Barai, P.s.- Rajapakar, District- Vaishali. Driver of Tractor No.- BR-06A/68973.
6. Jagdish Prasad Singh, Son of Ram Udir Singh, Resident of Village-Faridpur, P.S.- Rajapakar, District- Vaishali. Owner of Tractor No.- BR-06A/6873.

... .. Respondent/s

**Appearance :**

For the Appellant/s : Mr.Vikash Chandra Srivastava, Advocate  
For the Respondent/s : Mr.Javed Aslam, Advocate

**CORAM: HONOURABLE MR. JUSTICE RAJIV ROY**  
**ORAL ORDER**

6      08-01-2026                      Heard the parties.

2. The present petition has been preferred for the following relief/s:

*(i) being aggrieved and dissatisfied with the impugned judgment dated 07.08.2017 passed by Court of District Judge-cum-Motor Vehicle Accident Claim Tribunal, Vaishali in Claim Case No. 43 of 1995.*

3. On 29.07.2025, the matter was sent to the Mediation Centre and as per the Mediator's report, the dispute has been resolved through the process of mediation on 10.09.2025.



4. As per the compromise, the New India Assurance Company (henceforth for short 'the Company') has settled the amount of Rs. 4,45,000/- beside the amount of Rs. 50,000/- which has already been paid. The agreement shows that 'the Company' was to pay the amount within a period of two weeks from 10.09.2025.

5. On query, whether the undertaking given on 10.09.2025 stands fulfilled and the amount has been paid, it is the contention of the learned counsel representing 'the Company' that since it has not been stamped by a judicial order, the payment could not be made.

6. The said act of 'the Company' is deprecable to say the least. Those sitting in their respective chambers must take note of the fact that pursuant to the judicial order, the matter was sent to the Mediation Centre and the memorandum of agreement was signed between the parties. In that background, 'the Company' was duty bound to abide by the undertaking given that the payment shall be made in two weeks from 10.09.2025.

7. Since already lots of water has flown down the ganges and Nirmala Devi and family has been deprived of the fruits of the Mediators's order dated 10.09.2025, this Court wanted to impose cost on 'the Company' and also pay interest



to the lady from 01.10.2025 but on the assurance given by the learned counsel representing 'the Company' that immediately payment shall be made, this Court passes the following order:

*(i) the payment is to be made by 'the Company' by 10.01.2026 positively;*

*(ii) failure to pay the amount by 10.01.2026 she will be entitled to 9% interest from 11.01.2026.*

8. It is further made clear that if the payment is not made by 'the Company' by 25.01.2026, she will be entitled to an additional cost of Rs.25,000/- effective 26.01.2026 and 'the Company' shall be free to realize the amount from the Officer concerned due to whom the payment is not made despite an undertaking given on 10.09.2025.

9. The M.A. No. 1041 of 2017 is disposed of with the aforesaid observation.

**(Rajiv Roy, J)**

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