

IN THE HIGH COURT OF JUDICATURE AT PATNA
Miscellaneous Appeal No.637 of 2017

1. Sangeeta Devi W/o Umesh Prasad Kesari, residents of Mohalla- Rikabganj, P.O. and P.S.- Tekari, District- Gaya.
2. Umesh Pd. Kesari, S/o Late Laxmi Narayan Kesari, Mohalla- Rikabganj, P.O. and P.S.- Tekari, District- Gaya.

... .. Appellant/s

Versus

1. Reliance General Insurance Company Ltd. and Anr
2. Om Prakash Sharma, S/o Sharda Singh, Resident of Village- Solhanda, Tola Maya Bigha,. P.S- Makhdumpur, District- Jehanabad- 804408 owner of Truck No. BR 25G/1633

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Ravindra Kumar Sinha, Adv.
For the Respondent/s : Mr. Durgesh Kumar Singh, Adv.

CORAM: HONOURABLE MR. JUSTICE RAJIV ROY
ORAL ORDER

3 28-01-2026 Heard the parties.

2. The present application has been preferred for the following relief(s):

Being partly aggrieved and dissatisfied with the judgment and award dated 28.7.2016 and 23.3.17 28 passed by Sri Hasmuddin Ansari, VIIth, Additional District Judge-Cum-Motor Vehicle Accident Claim Tribunal, Gaya in Motor Accident Claim Case No. 34/2016/67/2015, the appellant wants to move before this Hon'ble Court.

3. This matter came up under the heading as mediation for the Nation Drive 2.0.



4. Mr. Alok Kumar Shahi informed that two appeals were preferred; one by the lady claimant, Sangeeta Devi and her husband, Umesh Prasad Kesari (M.A. No. 637 of 2017) against the Reliance General Insurance Company LTD & Anr. and the other by the Reliance General Insurance Company LTD also filed an appeal vide M.A. No. 30 of 2017.

5. The two appeals arises out of the judgment and order dated 28.07.2016 and 23.03.2017 passed by Sri Hasmuddin Ansari, VIIth Additional District Judge-cum-Motor Vehicle Accident Claim Tribunal, Gaya in Motor Accident Claim Case No. 34/2016/67/2015.

6. The submission is that earlier, M.A. No. 30 of 2017 (Reliance General Insurance Company LTD & Anr. vs. Sangeeta Devi & Anr.) was taken up by the Lok Adalat on 10.07.2021 and both the parties compromised/settled the case/matter in terms of following terms:

Both parties have appeared and this matter has been compromised at Rs. 9,50,000/- (Rupees nine lacs & fifty thousand only), as full and final settlement, including the NFL of Rs. 50,000/- (Fifty thousand) paid to the Respondent. The same shall be paid to the claimants by the Insurance Company within a period of one month from the date of receipt/production of a copy of this



award. Let the statutory amount, if any, be remitted back to the Insurance Company.

7. He has provided the order-sheet of the Lok Adalat dated 10.07.2021 in support of the said submissions.

8. Let a copy of the order be kept on record.

8. In view of the fact that the parties have already come to the settlement in the year 2021 itself pursuant whereto the claimants have received the compromised amount of Rs. 9,50,000/- as full and final settlement, the present appeal has become infructuous.

9. In that background, M.A. No. 637 of 2017 is disposed of.

(Rajiv Roy, J)

Vijay Singh/-

U			
---	--	--	--

