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

1. CR-8138-2016 (O&M)
Date of decision: 16.03.2026

Super Wood Crafts (P) Ltd.

...Petitioner

Versus

National Insurance Company Limited and another

...Respondents

2. CR-2727-2017 (O&M)
Date of decision: 16.03.2026

Surender Singh

...Petitioner

Versus

National Insurance Company Limited and another

...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Aditya Jain, Advocate and
Mr. Kannan Jain, Advocate and
Ms. Indu Bala, Advocate and
Mr. Yatin Mehta, Advocate
for the petitioner (In CR-8138-2016)
for respondent No.2 (In CR-2727-2017)

Mr. Gaurav Aggarwal, Advocate
for the petitioner (In CR-2727-2017)
for respondent No.2 (In CR-8138-2016)
(Through Video Conferencing)

Mr. D.P. Gupta, Advocate
for respondent No.1-Insurance Company.
(In both cases)



VIKAS BAHL, J. (ORAL)

CHALLENGE IN BOTH THE CIVIL REVISIONS:-

1. This order shall dispose of two civil revisions in which challenge is to the common order dated 15.10.2016 vide which the objections filed by the Judgment Debtors i.e., owner and driver of the vehicle in question, in the execution proceedings have been dismissed. CR-8138-2016 titled as “Super Wood Crafts (P) Ltd. Vs. National Insurance Company Limited and another”, has been filed by the owner and CR-2727-2017 has been filed by the driver of the vehicle in question.

ARGUMENTS ON BEHALF OF THE PETITIONER(S):-

2. Learned counsel for the petitioner(s) in both the revision petitions have submitted that in the present case, vide award dated 24.04.2000, the MACT Gurgaon had awarded an amount of Rs.65,000/- along with interest at the rate of 12% per annum from the date of petition till its realisation and had further imposed cost of Rs.1000/-. It is submitted that although, the Insurance Company had filed an appeal i.e., FAO-1895-2000 on 25.07.2000 and the said appeal was decided on 14.01.2014 and the execution petition was filed on 16.03.2016, but respondent No.1-Insurance Company should have deposited the amount within a period of 12 years from 24.04.2000 and should have also filed execution proceedings within the said time. It is submitted that since the same was not done, thus, the execution filed by the Insurance Company on 16.03.2016 is barred by limitation and it was to the said effect that the objections were filed which have been wrongly dismissed by the Executing Court.

ARGUMENTS ON BEHALF OF RESPONDENT NO.1-INSURANCE



COMPANY:-

3. Learned counsel for respondent No.1-Insurance Company has submitted that since respondent No.1-Insurance Company was given recovery rights as per award dated 24.04.2000, the Insurance Company had the statutory right to file an appeal, which was statutorily filed on 25.07.2000 bearing FAO No.1895 of 2000. It is submitted that it is not in dispute that the said appeal was dismissed on 14.01.2014 and thus, the doctrine of merger applied and the Insurance Company had a right to file execution within a period of 12 years from 14.01.2014 and since the Insurance Company had filed execution petition within the said time, thus, the same is not time barred and the objections filed by the Judgment Debtors are frivolous and have been rightly dismissed by the impugned order. In support of his arguments, learned counsel for respondent No.1-Insurance Company has relied upon the judgment passed by the Hon'ble Supreme Court in the case of **Chandi Prasad and others Vs. Jagdish Prasad and others**, reported as **2004(8) SCC 724**. It is thus, prayed that both the revision petitions be dismissed.

ANALYSIS AND FINDINGS:-

4. This Court has heard learned counsel for the parties and has perused the paper book.

5. The facts of the present case are not in dispute. The claimants had filed a Motor Accident Claims Tribunal Case No.111 on 28.08.1998 in which Surender Singh was impleaded as respondent No.1, Super Wood Crafts (P) Ltd. was impleaded as respondent No.2 and National Insurance Company Limited was impleaded as respondent No.3. The said MACT case



was decided on 24.04.2000, although the copy of the award passed in the present case has not been annexed with the paper book but during the course of hearing, learned counsel for the petitioner(s) has submitted a copy of the entire award which is taken on record and marked as Mark "A".

Relevant portion of the said award is reproduced hereinbelow:-

"M.A.C.T. Case No. 111 of 28.08.1998

Decided on: 24.04.2000

1. Smt. Janki Devi widow, 2. Raj Kumari, 3. Mithlesh Devi, 4. Sajan Devi. 5. Anita Devi, 6. Sunita Devi, daughters of Rama Nand Chaudhary alias Biju Chaudhary, all residents of Mohd Pur Sakra, Bhai Dal Singh Sarai, Tehsil Rosra, Police Station Bibhutipur, District Samastipur (Bihar).

..Petitioners.

Versus

1. Surender Singh son of Shri Chhaju Ram resident of Village Indri, Tehsil Sohna, District Gurgaon (driver of truck no.HR-26-A-0478).

2. Super Wood Crafts (P) Ltd., village Atta, Tehsil Nuh, District Gurgaon through its Director Shri Prem Chand Arya, office-cum-residence 682/A/2 Patel Nagar, Gurgaon. (owner of truck no.HR-26-GA-0478).

3. National Insurance Company Limited, Gurgaon.

...Respondents

xxx xxx

xxx xxx

20. For the reasons stated above, I accept the claim petition. Petitioner Janki is awarded compensation of Rs.65,000/- alongwith interest at the rate of 12 per cent per annum from the date of petition till realisation and costs which are assessed at Rs.1000/- which shall be payable by respondent no.3. However, claim of remaining petitioners is rejected. On



*deposit of the amount of compensation so determined, **the respondent no.3 shall be entitled to recover the amount paid to the petitioner under this award from the insured-respondent no.2 and driver-respondent no.1 in execution of the award so passed, alongwith interest at the rate of 12% per annum from the date of deposit till the date of recovery.** Court given in cases General Manager, Kerala State Road Transport Corporation, Trivendrum versus Mrs. Susamma Thomas and others, AIR 1994 Supreme Court, 1631 and Lilaben Udesing Gohel versus Oriental Insurance Company Limited, AIR 1996 Supreme Court, 1605, the compensation amount alongwith costs and interest shall be deposited in any of the nationalised bank in fixed deposit to earn maximum interest. Monthly interest shall be payable to Smt.Janki, widow so that she may be able to sustain herself.*

A. direction be given to the bank to affix a note on the fixed deposit receipt that no loan or advance should be granted on the said fixed deposit without the permission of this Tribunal.

Announced.

Sd/-

24.04.2000.

*Motor Accidents Claims Tribunal,
Gurgaon, 24.4.2000”*

A perusal of the above award would show that respondent No.3-Insurance Company was entitled to recover the amount paid to the claimants from the driver and owner of the vehicle. It is not in dispute that against the said award, FAO-1895-2000 was filed on 25.07.2000 and the said FAO was decided on 14.01.2014, a copy of the said order has been annexed as Annexure P-3 along with CR-8138-2016. A perusal of the same would show that appeal filed by the Insurance Company was dismissed. It is further not in dispute that the Insurance Company had deposited the amount in pursuance of the said decision on 18.12.2015 and the said amount was to



the tune of Rs.2,00,058/-, which amount was payable by the Insurance Company to the claimants along with interest. Since, the Insurance Company was granted right to recover the money from the driver and owner, thus, on 16.03.2016, execution petition was filed, which fact also is not in dispute. The petitioner(s) who are the Judgment Debtors had filed two separate objections to state that the execution was barred by limitation and both the said objections have been dismissed by the Executing Court by common order dated 15.10.2016 by observing that the FAO was decided by the Coordinate Bench of this Court on 14.01.2014 and thus, the case was within limitation.

6. It is apparent that the execution was filed within a period of 12 years from 14.01.2014. Article 136 of the Limitation Act, 1963, provides a 12 year limitation period for the execution of any decree other than a decree granting mandatory injunction specifically and further provides the starting point of the period of limitation. It is not disputed before this Court that the said provision applies in the present case. The said provision was considered by the Hon'ble Supreme Court in the case of **Chandi Prasad and others** (Supra) and after considering the same, the Hon'ble Supreme Court had observed that all decrees be it original or appellate, are enforceable and that where an appeal is prescribed under a statute and the appellate forum is invoked and the case is entertained, for all intents and purposes, original proceedings/suit continues. It was further observed that when an Appellate Court passes a decree irrespective of the fact whether the Appellate Court affirms, modifies or reverses the decree passed by the trial Court, the decree of the trial Court merges with the decree of the Appellate



Court. It was further observed that doctrine of merger which is based on the principles of propriety in the hierarchy of justice delivery system would apply in such cases. On the basis of the said principle, the Hon'ble Supreme Court upheld the orders passed upto the High Court vide which the objections filed by the Judgment Debtors in the said case, to the effect that the execution was barred by limitation, by taking into consideration the date of the original decree instead of the date of the Appellate order, was dismissed, and dismissed the appeal. The law laid down in the abovesaid judgment applies on all fours in the present case.

7. The Hon'ble Supreme Court in the case of ***“Shalini Shyam Shetty and another Vs. Rajendra Shankar Patil”***, reported as ***(2010) 8 Supreme Court Cases 329***, had observed that the High Courts cannot, at the drop of a hat, in exercise of its power of superintendence under Article 227 of the Constitution, interfere with the orders of tribunals or courts inferior to it. Nor can it, in exercise of this power, act as a court of appeal over the orders of court or tribunal subordinate to it. It was also observed in the said judgment that a statutory amendment with respect to Section 115 of the Civil Procedure Code does not and cannot cut down the ambit of High Court's power under Article 227 but at the same time, it must be remembered that such statutory amendment does not correspondingly expand the High Court's jurisdiction of superintendence under Article 227. The power of interference under this Article is to be kept to the minimum to ensure that the wheel of justice does not come to a halt and the fountain of justice remains pure and unpolluted in order to maintain public confidence in the functioning of the tribunals and courts subordinate to the High Court.



It was also observed that the power under Article 227 may be unfettered but its exercise is subject to high degree of judicial discipline.

8. Keeping in view the above, this Court is of the opinion that the impugned order does not call for any interference by this Court while exercising its powers under Article 227 of the Constitution of India and accordingly, the impugned order is upheld and the present revision petitions being meritless, deserve to be dismissed and are dismissed.

9. All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

16.03.2026

Pawan

**(VIKAS BAHL)
JUDGE**

Whether speaking/reasoned:-

Yes/No

Whether reportable:-

Yes/No