

IN THE HIGH COURT OF UTTARAKHAND AT
NAINITAL

Appeal from Order No. 183 of 2010

Iffco Tokio General Insurance Co. Ltd.

..... Appellant

versus

Smt. Kalawati and others

..... Respondents

Mr. Piyush Garg, Advocate, present for the appellant.

Mr. Prabhakar Joshi, Advocate present for the respondents.

with

Appeal from Order No. 345 of 2010

Iffco Tokio General Insurance Co. Ltd.

..... Appellant

versus

Gokul Kumar Mehra and another

..... Respondents

Mr. Piyush Garg, Advocate, present for the appellant.

Mr. Neeraj Upreti, Advocate present for the respondents

and

Appeal from Order No. 346 of 2010

Iffco Tokio General Insurance Co. Ltd.

..... Appellant

versus

Smt. Janki Joshi and others

..... Respondents

Mr. Piyush Garg, Advocate, present for the appellant.
Mr. Neeraj Upreti, Advocate present for the respondents

U.C. Dhyani, J. (Oral)

Two judgments were rendered by this Court on 09.11.2010 and 24.07.2012 in AO No. 226 of 2010 and AO no. 181 of 2010 respectively, titled as Iffco Tokio General Insurance Co Ltd. vs. Umesh Chandra Fullera and Iffco Tokio General Insurance Company Limited vs. Smt. Bala Devi and others, which were in relation to the accident in question in the present appeals.

2. Following order was passed by this Court in AO No. 226 of 2010 in Iffco Tokio General Insurance Co. Ltd. vs. Umesh Chandra Fullera and others, which was decided in terms of compromise.

“As per the compromise between the parties, the respondents have agreed to take the amount awarded by the Tribunal. In so far as the interest part is concerned, the parties have agreed that instead of interest @6% per annum, the interest @ 5% per annum on the amount passed by the Tribunal shall be payable. In terms of the compromise, the appellant has agreed to withdraw the appeal. The amount which has already been deposited before the Tribunal shall be adjusted with the final payment as per above calculation within 30 days, which has been duly verified by Sri A.K. Sangal, Registrar Protocol, High Court of Uttarakhand, Nainital.”

3. While deciding AO No. 182 of 2010, this Court passed the following order on 24.07.2012.

“In my view, the Insurance Company has agreed for paying interest @ 5% per annum to other claimants arising out of the same accident. The Insurance Company cannot be permitted to take another ground in this appeal. Considering all these facts, the award dated 26.02.2010 passed by the Motor Accident Claims Tribunal/District Judge, Pithoragarh

in M.A.C.P. No.57 of 2008 is modified and the Insurance Company is directed to make payment of the interest to the claimants @5% per annum in place of 6% per annum. The award is modified, accordingly.”

4. Learned counsel for the appellant-Insurance company again could not impress upon this Court as to why the same order, which was passed on 19.11.2010 and 24.07.2012, should not be reiterated.

5. The judgments and orders dated 24.07.2012 and 09.11.2010 passed by this Court in AO No. 182 of 2010 and AO No. 226 of 2010 have attained finality. The present appeals, which arise out the same accident, are also disposed of in terms of the judgment rendered by this Court on 24.07.2012 in AO No. 182 of 2010.

6. As a consequence thereof, the award dated 26.02.2010 passed by the Motor Accident Claims Tribunal /District Judge, Pithoragarh in Motor Accident Claims Petition No. 63 of 2008 is modified and the insurance company is directed to make payment of interest to the claimants at the rate of 5% per annum, in place of 6% per annum. The award stands modified to this extent only. Present appeals preferred by the appellant/ Insurance Company are thus disposed of.

(U.C.Dhyani, J.)
30.06.2014

Kaushal

