

IN THE HIGH COURT OF JUDICATURE FOR RAJASTHAN AT JAI PUR
BENCH, JAI PUR.

JUDGMENT

S. B. Civil Msc. Appeal No. 1590/2015
Rajesh Pachory Vs. Surgyan Singh & Ors.

DATE OF JUDGMENT : 31/05/2016

HON'BLE MR. JUSTICE MAHESH CHANDRA SHARMA

Mr. Tarun Jain, for appellant/s.

Mr. Satish Khandal, for respondent - Ins. Company.

Heard on application filed U/s. 5 of the
Limitation Act and perused the contents thereof.
Defects waived.

I am satisfied with the cause shown in the application in filing the appeal with delay. Hence, the delay is condoned and the application U/s. 5 of the Limitation Act stands allowed. Both the parties pray that the main appeal may also be disposed today.

This appeal has been filed against the impugned judgment and award passed by the Motor Accident Claims Tribunal for enhancement of the quantum of compensation.

Keeping in view the pious work of Lok Adalat, at this stage, the counsel for both the parties i.e. the claimant/s and the insurance company agree that this appeal may be disposed of on the basis of the compromise.

The learned counsel for the respondent/insurance

company gave consent for enhancing the amount of the award i.e. **Rs. 30,000/-** (rupees Thirty thousands only) in favour of claimants. This amount shall be in addition to the amount awarded by the Learned Tribunal and the claimants-appellants are held entitled to get the aforesaid amount.

In view of above, this appeal is partly allowed and it is directed that the respondent-insurance company shall deposit the aforesaid enhanced amount with the Learned Tribunal within a period of 12 weeks from the date of receipt of certified copy of this order and the same shall be disbursed to the claimant/s immediately. In case the amount is not paid to the claimant/s within the stipulated period of 12 weeks, the claimant/s shall be entitled to interest @ 9% per annum on the enhanced amount from the date of passing of this judgment. Rest of the terms under the award shall remain unchanged.

However, it is made clear that if there is any breach of insurance policy or violation of the terms of the policy, the respondent/insurance company shall be at liberty to move an application before the executing court for recovering the amount from the owner of the offending vehicle or he can move an application before this court for recalling of the order.

The impugned award stands modified, as indicated here-in-above.

(**Mahesh Chandra Sharma**) J.
Suresh

All corrections made in the judgment /order have been incorporated in the judgment / order being E-mailed.

SK Sharma
DR