

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH AT
SRINAGAR**

Reserved on: 28.12.2021

Pronounced on: 31.12.2021

OWP No.1613/2014

NAZIR AHMAD TELI & ANR.

...PETITIONER(S)

Through: Mr. Faisal Javaid, Advocate.

Vs.

SHRI RAM GENL. INSURANCE CO. AND OTHERS

....RESPONDENT(S)

Through: None.

CORAM: HON'BLE MR. JUSTICE SANJAY DHAR, JUDGE

JUDGMENT

1) Petitioners have challenged order dated 24.06.2014 passed by the Lok Adalat, whereby, on the basis of settlement between petitioners and the respondent Insurance Company, a sum of Rs.3,20,000/ has been awarded as compensation in favour of the petitioners as full and final settlement of the claim petition that was filed by the petitioners against the respondent Insurance Company before Motor Accident Claims Tribunal, Srinagar.

2) Petitioners have challenged the impugned order on the grounds that no negotiation had taken place between petitioners and the respondent Insurance Company and that the counsel who had appeared on their behalf had no authority to enter into negotiation to settle the claim.

3) I have heard learned counsel for the petitioner and perused the record of the case.

4) A perusal of the record shows that petitioners claim petition against the respondent Insurance Company, which had arisen out of the death of their daughter in a road traffic accident, was placed before the Lok Adalat on 24.06.2014. Before the Lok Adalat, statements of counsels for parties i.e., counsel for the respondent Insurance Company and the counsel for the petitioners, were recorded and it was agreed that an amount of Rs.3,20,000/ shall be paid by the respondent Insurance Company to the petitioners in full and final settlement of the claim petition.

5) The record further reveals that the petitioners had executed a Vakalatnama in favour of the counsel who had entered into negotiations with the respondent Insurance Company. As per the terms of the Vakalatnama, the counsel was authorized to enter into compromise on behalf of the petitioners. Therefore, it does not lie in the mouth of the petitioners to say that they had not authorized the counsel to enter into negotiations and compromise with the respondent Insurance Company, particularly when they do not dispute the engagement of the counsel to prosecute the case on their behalf.

6) If the litigants are encouraged to resile from the compromises arrived at by their counsels in the absence of allegations of fraud or deceit, then it would be difficult for the Courts to rely upon the statements of counsels which they make before the Courts on behalf of

their clients on a regular basis. The trend of challenging the acts of counsels by litigants on flimsy grounds and without any substance needs to be curbed.

7) For the foregoing reasons, I do not find any merit in this petition. The same is, accordingly, dismissed.

(Sanjay Dhar)
Judge

Srinagar,
31.12.2021
“Bhat Altaf, PS”

Whether the order is speaking:

Yes/No

Whether the order is reportable:

Yes/No

