

**HIGH COURT LEGAL SERVICES COMMITTEE, BENGALURU
BEFORE THE MEGA LOK ADALAT**

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 30TH DAY OF SEPTEMBER, 2021

CONCILIATORS PRESENT:

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

&

SRI. M.N. UMASHANKAR, MEMBER

**M.F.A.No.1187/2019 (MV)
(Lok Adalat No.2165/2021)**

BETWEEN:

M. ELANGO @ RAVIRAJ
AGED ABOUT 51 YEARS,
M/S MUTTURAJ AGENCIES,
NO.339/3, JUBLIEE WEL ROAD
DAVANAGERE-577 001
OWNER OF LORRY BEARING NO.KA-18/B.2799

... APPELLANT

(BY SRI. R GOPAL, ADVOCATE)

AND:

1. JABIULLA
S/O MOHAMMED SAB
AGED MAJOR
DRIVER OF LORRY BEARING
NO.KA-17/B.2799
R/O AVARAGERE, DAVANAGERE.
PIN CODE-577 001.
2. THE DIVISIONAL MANAGER
NEW INDIA ASSURANCE COMPANY LTD
P.B.NO.143, MALLAPPA COMPLEX
B H ROAD, SHIMOGA - 577 201.
POLICY NO.670600/31/00/02712
VALID UP TO 29.08.2001

3. SMT. VINAY V. PAI
W/O M. VIJENDRA PAI
AGED MAJOR
R/O VARAN TRIPATI NILAYA
6TH CROSS, VIJAYANAGAR
SHIMOGA-577 201
OWNER OF TEMPO XL MAXI CAB
BEARING NO.KA-14/8219
4. NEELAPPA
S/O HEGDE G.T, AGED MAJOR
DRIVER OF BAJAJ MAXI CAB
BEARING NO.KA-14/8219
R/O THIRTHAHALLI-577 432
FDL.137/98-99 VALID UP TO 05.03.2002
5. UNITED INDIA INSURANCE COMPANY LTD
P.B. NO.88, DIVISIONAL OFFICE
B H ROAD SHIMOGA-577 201
POLICY NO.240400/31/0404/11/01226/2000
VALID UPTO 23/08/2001
6. SHANWAZ
W/O IMTIAZ
AGED MAJOR
HOUSEHOLD & COOLIE
R/O LASHKAR MOHALLA
SHIMOGA - 577 201

... RESPONDENTS

(BY SRI. K.N SRINIVASA, ADVOCATE FOR R1
SRI. VENKATESH KAMATH B R, ADVOCATE FOR R2
NOTICE TO R3 TO R6 - D/W VIDE COURT ORDER
DTD:11.09.2019)

MFA FILED U/S 173(1) OF MV ACT AGAINST THE JUDGMENT AND AWARD DATED 18.10.2006 PASSED IN MVC NO.52/2002, ON THE FILE OF THE -I ADDITIONAL CIVIL JUDGE (SR.DN.) & ADDITIONAL MACT, SHIVAMOGGA, AWARDED COMPENSATION OF RS.40,000/-, SHALL DEPOSIT 75% OF THE COMPENSATION AMOUNT, WITH INTEREST AT THE RATE OF 8% P.A., WITHIN A MONTH.

CONCILIATION ORDER

The learned Counsel appearing for the Appellant - Claimant are present. The learned Counsel appearing for the Respondent – Insurance Company along with its representative are present.

This appeal is filed by the owner of the offending vehicle challenging the judgment and award dated 18.10.2006 passed by MACT, Shivamoga in MVC No.52/2002, whereby the Tribunal has directed the Insurance Company to pay the compensation amount with liberty to recover from the owner of the offending vehicle. Being aggrieved by the same, the owner has filed this appeal. The parties after service of notice have settled the matter and they have filed a compromise petition as follows:

"1. The I Addl. Civil Judge (Sr.Dn) and Addl. MACT, Shivamogga has by common judgment dated 18-10-2006 passed in MVC No. 606/2001, MVC No.50/2002, MVC No.616/2001, MVC No.48/2002, MVC No.52/2002, MVC No.608/2001, MVC No.610/2001, MVC No.612/2001, MVC No.604/2001 and MVC No.614/2001 awarded certain amount of compensation to the claimants therein directing the New India Assurance Company/respondent No.2 herein to pay the award amount to the claimants, reserving liberty to recover the same from the owner of the vehicle / appellant herein, on the ground that the vehicle driver - Jabiulla, the 1st respondent herein did not possess license to drive the heavy goods vehicle. Accordingly the compensation was paid by the 2nd respondent / Insurance company to all the claimants therein in the ration as ordered by MACT.

2. Thereafter the respondent No.2 / Insurance Company filed suit O.S. No.40/2008 on the file of the II Addl. Senior Civil Judge at Shivamogga for recovery of the compensation amount paid to claimants in a sum of

Rs.12,51,200/- with interest from the appellant / owner of the vehicle in question. The suit having been decreed by judgment and decree dated 25.07.2018 for recovery of the said amount with interest, the appellant has filed RFA No.1710/2018 which is admitted and impugned judgment is stayed by this Hon'ble court.

3. In the meanwhile, the owner/appellant herein has filed in all ten separate appeals challenging the said common judgment and awards arising out of the above MVC cases in MFA No. 1134 of 2019, MFA No.1135 of 2019, MFA No.1137 of 2019, MFA No.1138 of 2019, MFA No.1187 of 2019, MFA No.1188 of 2019, MFA No.1189 of 2019, MFA No.1190 of 2019, MFA No.1240 of 2019 and MFA No.1241 of 2019. In all these appeals only involving question of liability to pay, the contesting parties are only the appellant and the respondent No.2 / New India Assurance Company Limited.

4. The parties submit that driving license of the driver - 1st respondent herein is marked in the said suit O.S No.40/2008 as Ex-P17, P18, P21 to P24 and also as Ex-D1 to D6. In some of the MFAs, the appellant has produced the license of the said driver by way of additional evidence. In view of the fact that the relevant and valid licenses of the driver to drive the vehicle in question are produced and marked in evidence in the said suit O.S No.40/2008 and also produced by way of additional evidence in MFA No.1134/2019, the 2nd respondent do admit that the 1st respondent / driver was having valid driving license to drive the vehicle in question on the relevant date, and as such it is agreed by the 2nd respondent / New India Assurance Company that the impugned common judgment and awards in all the appeals relating to pay and recovery be set-aside. The 2nd respondent shall not claim any award amount under the impugned common judgment and awards in the above MFAs from the appellant as well as the impugned decretal amount in the above suit in O.S No.40/2008, pending in RFA No.1710 of 2018 before this Hon'ble High court.

5. In view of the above fact situation, the 2nd respondent has no objection for disposal of the above R.F.A No.1710/ 2018 as having been settled between the parties in the terms stated in this compromise

petition and 2nd respondent further undertakes not to execute the decree and withdraw the execution No. 182/2014 filed for execution of the decree in the above suit as not pressed. In view of the settlement of the dispute in terms of this compromise petition, the 2nd respondent shall not hereafter make any further claim for recovery of any amount from appellant arising out of common judgment and awards in MVC cases muchless from judgment and decree dated 25-07-2018 in the original suit O.S. No.40/2008.

6. *The amount deposited in terms of Section 173 of MV Act by appellant in the above M.F.A. No. 1187/2019 be ordered to be refunded to the appellant/owner -Sri. M.Elango @ Raviraj and the respondent No.2 shall have no objection to refund the amount in deposit to appellant.*

7. *Wherefore the appellant and 2nd respondent pray that this Hon'ble court may be pleased to dispose of the above appeal as per the terms of this compromise petition setting aside part of the order to pay and recover the award amount from appellant, in substitution of the impugned judgment and award under the above appeal, in the ends of justice and equity".*

The memo is taken on record.

Accordingly, the appeal is disposed of.

The amount in deposit before this court by the appellant, is directed to refund to the appellant after due verification.

**Sd/-
JUDGE**

**Sd/-
MEMBER**