

GJVD010008522024



Order Below Exhibit - 1
in
M.A.C.P No. 38/2024

Claimants:

Legal Heirs of deceased Hareshbhai Dahyabhai Parmar :

1. Dahyabhai Mahijibhai Parmar
2. Kailashben Dahyabhai Parmar
3. Mehulbhai Dahyabhai Parmar

vs.

Opponents:

1. Asif Salimmiya Vhora
2. Ashokbhai Vitthalbhai Parmar
3. Bajaj Allianz General Insurance Co. Ltd.

1. Parties have produced Compromise pursis at **Ex.21**. As per order passed below Compromise Pursis, the same is recorded and accepted.
2. The claimant/s and Insurance Company have entered into compromise settling the claim to the tune of **Rs.15,25,000/-**. The Compromise Pursis produced by the parties is read over to them. Thus, this Tribunal is of the opinion that the settlement arrived between the parties is legal and within the purview of subject matter of the claim petition and also in the interest of claimant/s. The compromise is, therefore, recorded in exercise of the powers conferred under Order 23 of the Civil Procedure Code. Hence, following order is passed:

ORDER

1. The opponent - Insurance Company is hereby directed to deposit the amount of **Rs.15,25,000/-** in terms of the compromise *pursis* with the office of this Tribunal towards full and final compensation as settled in the claim petition.
2. The office shall not deduct or recover the amount of Court fees from the awarded amount deposited with this Tribunal, as the matter is compromised in Lok-Adalat.

3. Court Fee refund Certificate, as the case may be, be issued in the name of the claimants / Ld. Advocate appearing on behalf of claimants, if he has paid Court fees, if any.
4. As this decision arrived upon the compromise between contesting party without examining merit of each one's case, it would not operate as *resjudicata* in any other claim petition, arising from very same vehicular accident.
5. Disbursement and apportionment order shall pass after awarded amount be deposited.
6. If the agreed amount is not deposited within the period as mentioned in the compromise pursis, the said amount shall carry interest @ 7% p.a. from the date of default till realisation.
7. In view of the above, the present claim petition stands disposed of accordingly as compromised in Lok-Adalat.
8. Award/Decree be drawn accordingly.

Signed & Pronounced today on this 8th day of March, 2025.

Sd/-

Place: Vadodara

Date : 08.03.2025

(Brijeshkumari Rameshwarsingh Rajput)

Motor Accident Claim Tribunal (Aux.)

Vadodara (GJ-00826).

(Lok-Adalat)

V.D. Pandey*