

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Misc. Appeal No. 2474/2011

Mahaveer Chand Jain S/o Shri Ratan Lal Jain, R/o Suraj Bhawan
Behind Public Park, Near Rawat Hotel, Jodhpur (Owner Indica
Car)

----Appellant

Versus

1. Kumari Rashmi D/o Late Shri Gautam Surana, Aged About 3 Years,
 2. Smt. Kamala W/o Shri Nemi Chand, Aged About 59 Years,
 3. Nemi Chand S/o Shri Bakhtawar Mal, Aged About 62 Years,
- Appellant No.1 minor through her natural guardian mother Smt. Kamala W/o Shri Nemi Chand,

All are R/o Dhara Ka Bas, Near Jain School, Mahamandir,
Jodhpur. (claimants)

4. Shri Prahlad Bhogate S/o Shri Mahadev Bhogate, R/o 8/1/A,
Narkeldanga Main Road, Kolkata, West Bengal (Driver of Truck)

5. Shri Ramesh Singh Bakshi S/o Shri K. Singh Bakshi, R/o
Kumar Road Lines, Chokara Nala, Raipur, Chhatisgarh (owner of
Truck)

6. The New India Assurance Company Ltd. Divisional Office-I,
Abhay Chambers, Jalori Gate, Jodhpur. (Insurer of Truck)

7. Shri Murli Manohar Gehlot S/o Shri Vallabh Gehlot, R/o Shri
Narayan Ji Ka Temple, Hati Ram Ka Odha, Jodhpur (Driver Indica
Car)

8. ICICI Lombard General Insurance Company Ltd. Registered
Office at ICICI Bank Towers, Bandra Kurla, Complex, Bandra
(East) Mumbai, Maharashtra (Insurer Indica Car)

----Respondent

For Appellant(s)	:	Mr. Dron Kaushik
For Respondent(s)	:	Mr. S.K. Sankhla for claimant Mr. Jagdish Chandra Vyas for respondent No.8

HON'BLE MR. JUSTICE MUKESH RAJPUROHIT

Order

24/03/2026

The instant appeal has been filed by the owner of the Indica Car against the judgment and award dated 18.12.2008 passed by learned Judge, Motor Accident Claims Tribunal (First), Jodhpur in

MAC Case No.328/2005, whereby the learned Tribunal has awarded a sum of Rs.4,38,000/- in favour of the claimants and it was directed that the insurance company shall pay the amount and recover the same from the owner of the vehicle.

Learned counsel for the parties submit that they have entered into a memorandum of understanding and with the consent of parties, it is agreed that the present appeal shall be disposed of on the condition that the insurance company shall not recover any amount from the appellant pursuant to the impugned award and the insurance company shall withdraw the execution proceedings, if not already withdrawn.

In view of the memorandum of settlement as jointly filed by both the parties, in the spirit of Lok Adalat, the present appeal be disposed of.

In view of above, the appeal is partly allowed and the impugned order is modified to the extent that the insurance company shall not recover any amount from the appellant (owner of Indica Car) pursuant to the impugned award. the insurance company shall withdraw the execution proceedings, if not already withdrawn.

It is further directed that the amount deposited in pursuance to proviso under Section 173(1) of MV Act be returned back to the appellant, if not already withdrawn by the insurance company/ claimant, on filing appropriate application.

The appeal stands disposed of in above terms. The memorandum of understanding is taken on record.



Stay petition and all pending applications, if any, also stand disposed of.

(MUKESH RAJPUROHIT),J

235-Ramesh/-