


HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Miscellaneous Appeal No. 2733/2019

1. Govind Prasad Sharma Son Of Durga Prasad Sharma, Aged 61 Years, Resident Of Vidyut Vibhag Quarters, Bayana, Tehsil Bayana, District Bharatpur, Rajasthan.
2. Santosh Sharma Wife Of Govind Prasad Sharma, Aged 59 Years, Resident Of Vidyut Vibhag Quarters, Bayana, Tehsil Bayana, District Bharatpur, Rajasthan.

----Appellants-Claimants

Versus

1. Deviram Son Of Nannuram, Resident Of Bakhtal Ki Chowki, Alwar, Thana MIA, District Alwar (Driver - Car No. RJ-14-UB-3893).
2. M/s Shyam Admark Private Limited, Through Its Director Harshvardhan Agarwal Son Of Ramesh Chand Agarwal, Resident Of H-137, RIICO Industrial Area, Mansarovar, Jaipur (Owner - Car No. RJ-14- UB-3893)
3. Reliance General Insurance Company Limited, Branch Of- fice At Maker Tower, 2Nd Floor, Nityanand Nagar, Queens Road, Vaishali Nagar, Jaipur Having Its Regional Office At 6Th Floor, Maan Tower, C-Scheme, Jaipur Through Its Re- gional Manager (Insurance Company Car No. RJ-14-UB- 3893)

----Respondents/Non-Claimants

For Appellant(s)	:	Mr. Vinay Mathur, Adv.
For Respondent(s)	:	Mr. Virendra Agrawal, Adv. with Ms. Anjali Assat, Adv. & Mr. Amit Agrawal, Adv. for respondent No.3-Insurance Company

HON'BLE MR. JUSTICE ASHUTOSH KUMAR

Order

13/04/2026

1. The present civil miscellaneous appeal has been filed by the claimants-appellants against the judgment and award dated

15.03.2019 passed by learned Motor Accident Claims Tribunal, Bharatpur (hereinafter referred to as the learned 'Tribunal') in MAC Case No.260/2016, whereby, the claim petition has been partly allowed and an award of Rs.3,50,800/- along with the interest @ 6% per annum has been passed in favour of the claimants-appellants.

2. At the very outset, learned counsel for the claimants-appellants and the respondent No.3-Insurance Company submit that during the pendency of this appeal, the parties have amicably settled the dispute between them by way of compromise and a copy of memo of compromise dated 07.04.2026 duly signed by learned counsel for both the parties, has been placed on record, which is reproduced as under:-

"The humble claimants-appellants and respondent No.3 have entered into the compromise on the terms that the insurance company is ready and willing to make further enhancement of the compensation lump sum amount to the tune of Rs.4,35,000/- (Rs. Four Lacs Thirty Five Thousand only) in all be paid through Saving Bank Account meaning thereby the insurance company would make the payment of Rs.4,35,000/- (Rs. Four Lacs Thirty Five Thousand only) in addition to the amount already paid by the insurance company, within two months from the date of passing the order on the basis of compromise, failing which it will carry interest @ 6% per annum thereafter till actual payment."

3. Learned counsel for the claimants-appellants and the respondent No.3-Insurance Company prays that the present

appeal be disposed of, in the light of the memo of compromise dated 07.04.2026.

4. In view of the memo of compromise dated 07.04.2026, the present appeal stands disposed of. The impugned judgment and award dated 15.03.2019 passed by learned Motor Accident Claims Tribunal, Bharatpur in MAC Case No.260/2016 is modified accordingly. It is made clear that if the respondent No.3-Insurance Company fails to make the payment of Rs.4,35,000/- to the claimants-appellants within a period of two months from the date of receipt of certified copy of this order, the claimants-appellants shall be entitled to get the interest @ 6% per annum on the aforesaid amount.

5. The terms of memo of compromise dated 07.04.2026 shall be treated as an integral part of this order.

6. Any pending applications also stand disposed of.

(ASHUTOSH KUMAR),J