HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Miscellaneous Appeal No. 5006/2016

1. Haji Abdul Rafiq S/o Abdul Gafur
2. Naseem Parveen W/o Hazi Abdul Rafiq

Residents of Ward No.51, Sulabh Complex ke Samne, Chandraghata, Gafur Neelgar ka Makan, Kota.

----Appellants

Versus

1. Gafoor Mohammad S/o Mohammad Yakub, R/o Malakpura Haveli, Ratan Burj, Bundi. (Driver of the Vehicle No.RJ08-GA-1625)
2. Salim Mohammad S/o Gafur Mohammad, R/o Malakpura Haveli, Ratan Burj, Bundi (Registered owner of Vehicle No. RJ08-GA-1625)
3. Shriram General Insurance Company Limited, E-8, RIICO Industrial Area, Sitapura, Jaipur, another Address – Jhalawar Road, Kota. (Insurer of Vehicle No.RJ08-GA-1625)

----Respondent

For Appellant(s)	:	Mr. Naseemuddin Qazi
For Respondent(s)	:	Mr. Ritesh Jain

HON'BLE MR. JUSTICE SANDEEP TANEJA

Order

19/03/2026

1. This appeal has been filed under section 173 of Motor Vehicles Act, 1988 by the appellants-claimants (to be referred as "the appellants") against the judgment and award dated 21.06.2016 passed by the learned Motor Accident Claims Tribunal, No.1, Kota, Rajasthan in Motor Accident Claim Case No.2687/2014 (19/2013), whereby the claim petition filed by the appellants was partly allowed by awarding total compensation of Rs.6,73,610/- along with interest @ 7.5% per annum in favour of the appellants.

2. At the outset, learned counsel for the appellants and the respondent No.3- Insurance Company jointly submit that during the pendency of this appeal, the parties have resolved their

dispute amicably and accordingly a settlement has been arrived at between them by way of compromise.

3. A copy of memo of compromise duly signed by the learned counsel for both the parties has been placed on record on 18.03.2026. On a specific query by this Court, learned counsel for both the parties submit that they are duly authorized by their respective parties to execute the memo of compromise, which reads as under:-

> *"1. An additional lump-sum amount of Rs.6,00,000/- Six lakhs only (including interest) shall be paid to the claimant by insurance company by depositing the same before tribunal concerns within 6 weeks from today i.e. from date of compromise order in full and final settlement of appeal with claimants. The said enhancement amount shall be disbursed to the claimants through saving bank account.*
> *2. In case, the insurance company fails to deposit the said amount within 6 weeks from today i.e. from date of compromise order, claimants shall be entitled for interest at 6% PA from the date of compromise order, till payment is made.*
> *3. The appeal is agreed to be disposed of in terms of this compromise."*

4. Learned counsel for both the parties jointly pray that the present appeal be disposed of in light of the compromise arrived at between the parties.

5. Considering the submission of learned counsel for both the parties and memo of compromise, it is directed that Insurance Company shall pay a sum of Rs.6,00,000/- in all, to the appellants, in addition to the amount already awarded by the learned Tribunal within a period of six weeks, failing which the above amount shall carry interest @ 6% per annum.

6. Accordingly, the impugned judgment and award dated 21.06.2016 is modified. The terms of memo of compromise shall be treated as an integral part of this order.

7. The instant appeal is disposed of in the above terms.

8. All pending applications, if any, stand disposed of.

(SANDEEP TANEJA),J

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