HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Miscellaneous Appeal No. 5491/2019

Giriraj Kanwar D/o Kishan Singh Rajpoot W/o Rajendra Singh Rajpoot, Aged About 40 Years, R/o Sidiyaas, District Nagaur, At Present R/o Tambaku Pada, Lalsot Tehsil Lalsot, District Dausa

----Appellant

Versus

1. Janna Khan S/o Hayat Khan, R/o Jamalpur, Police Station Laxmangarh District Alwar (Driver)
2. Ameen Khan S/o Abdul Raheem, R/o Allapur, Mev Police Station, Tijara, District Alwar (Owner)
3. Shri Ram General Insurance Company Limited, Through Branch Manager, Branch Office, E-8, EPIP, Sitapura, Industrial Area, Jaipur (Insurance Company)

----Respondents

For Appellant(s)	:	Dr. Ramdeo Arya for Mr. Sandesh Khandelwal
For Respondent(s)	:	Ms. Supriya Saxena (for Res. No. 3)

HON'BLE MR. JUSTICE SANDEEP TANEJA

Order

19/03/2026

1. The present appeal has been filed by claimant-appellant (hereinafter referred to as ‘ the claimant’) under section 173 of the Motor Vehicle Act, 1988 against the judgment and award dated 24.07.2019 passed by the learned Motor Accidents Claim Tribunal, Lalsot, Dausa in claim case No. 96/2016 whereby the claim petition filed by the claimant was partly allowed by awarding compensation of Rs.80,000/- along with interest @ 6% per annum in favour of the claimant.

2. At the outset, learned counsel for the claimant 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 17.03.2026. 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. 5,00,000/- Five Lakh 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.*
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> *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.5,00,000/- in all, to the claimant,

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 24.07.2019 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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