

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Miscellaneous Appeal No. 5519/2018

1. Reshmi Sharma W/o Late Darpan Sharma, Aged About 34 Years, R/o Maszid Line Upper Bazar Sahid Chowk, Rachi (Jharkhand)
2. Kushagar Sharma S/o Late Darpan Sharma, Aged About 9 Years, through his Natural Guardian Mother Rashmi Sharma W/o Late Darpan Sharma R/o Maszid Line Upper Bazar Sahid Chowk, Rachi (Jharkhand)
3. Rudraksh Sharma S/o Late Darpan Sharma, Aged About 4 Years, through his Natural Guardian Mother Rashmi Sharma W/o Late Darpan Sharma B/c Brahmin R/o Maszid Line Upper Bazar Sahid Chowk Rachi (Jharkhand)

----Appellants

Versus

1. Pintu Kha S/o Razak Kha, R/o Badwadi (Khendela) Tehsil Shrimadhampur District Sikar (Driver Of Tractor No. RJ-10-RB-0851)
2. Pawan Kumar Punia S/o Dhann Singh Punia, R/o Nava Police Station Hamirwas, Tehsil Rajgarh, District Churu (Registered Owner Of Tractor No. RJ-10-RB-0851)
3. Chola Mandlem MS General Insurance Company Ltd Through Branch Manager, Ganga Hights Gandhinagar Mod Tonk Road Jaipur (Insurance Company Of Tractor No. RJ-10-RB-0851)

----Respondents

Connected With

S.B. Civil Miscellaneous Appeal No. 3345/2018

Cholamandalam MS General Insurance Co Ltd, through Manager Office Ganga Heights, Gandhinagar Mode, Tonk Road, Jaipur, Having its Regional Office At E-52, IInd Floor, Chitaranjan Marg, C-Scheme, Jaipur through its Constituted Attorney (Insurance Company Of Tractor No. RJ-10-RB-0851)

----Appellant/Non-claimant

Versus

1. Rashmi Sharma W/o Late Darpan Sharma, Aged About 34 Years, R/o Masjid Line, Upper Bazar, Shaheed Chowk, Ranchi (Jharkhand)

2. Kushagra Sharma S/o Late Darpan Sharma, Aged About 9 Years,
3. Rudrakash Sharma S/o Late Darpan Sharma, Aged About 5 Years,
Claimants-respondents No. 2 and 3 are being minor through their natural guardian and mother Rashmi Sharma W/o Late Darpan Sharma, Aged About 34 Years, B/c Brahmin, R/o Masjid Line, Upper Bazar, Shaheed Chowk, Ranchi (Jharkhand)
4. Pintu Khan S/o Rajak Khan, B/c Musalman, R/o Bhadwadi (Khandela), Tehsil Shrimadhampur, Distt. Sikar (Driver Of Tractor No. RJ-10-RB-0851)
5. Pawan Kumar Puniya S/o Dhanna Singh Puniya, B/c Jat, R/o Nawan, Police Station Hameer Bas, Tehsil Rajgarh, Distt. Churu (Owner Of Tractor No. RJ-10-RB-0851)

----Respondents

For Appellant(s)	:	Mr. Vipin Sharma (for Resp. in CMA No. 3345/2018)
For Respondent(s)	:	Mr. Virendra Agrawal (for Appellant in CMA 3345/2018)

HON'BLE MR. JUSTICE SANDEEP TANEJA

Order

20/04/2026

1. These appeals have been filed under section 173 of Motor Vehicles Act, 1988 against the judgment and award dated 02.04.2018 passed by the learned Motor Accident Claims Tribunal, Sikar in Claim Application No. 85/2014 whereby the claim petition was partly allowed.
2. At the outset, learned counsel for the parties jointly submit that during the pendency of this appeal, the claimants and Insurance Company have resolved their dispute amicably by way of a compromise and pray that in terms thereof, the appeal filed by the claimants (CMA No. 5519/2018) be disposed of and the

appeal filed by the Insurance Company (CMA No. 3345/2018) may be permitted to be withdrawn.

3. A copy of memo of compromise duly signed by learned counsel for the claimants and the Insurance Company, has been placed on record on 10.04.2026. On a specific query by this Court, learned counsel for the parties submit that they are duly authorized by their respective parties to execute the memo of compromise, which reads as under:-

"The humble claimants and the insurance company have entered into the compromise as under:-

1. That the parties have entered into compromise and the Claimant has given his free consent to compromise the matter for further enhancement of the compensation amount to the tune of Rs. 9,00,000/- in all meaning thereby the Insurance company would make the payment of Rs. 9,00,000/- in all, in addition to the amount already awarded by the Learned Tribunal.

2. That the amount would be deposited within six weeks from the date of compromise failing which it will carry interest @6% per annum from date of compromise till actual payment.

3. That the Appeal deserves to be disposed of in terms of compromise."

4. In view of the above, the appeal filed by the claimants (CMA No. 5519/2018) is disposed of in terms of the compromise arrived at between the parties and appeal filed by the Insurance Company (CMA No. 3345/2018) is dismissed as withdrawn.

5. Pending applications, if any, also stand disposed of.

(SANDEEP TANEJA),J