* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Reserved on: 04.10.2023
Pronounced on: 02.11.2023

\+ **MAC.APP. 576/2018 & CM APPL. 25627/2018 & CM. APPL. 46203/2019**

NATIONAL INSURANCE CO. LTD.

..... Appellant

Through: Mr.Sanjay Rawat, Adv.

versus

RAVI PRAKASH MISHRA & ANR.

..... Respondents

Through: Mr.Gaurav Gupta, Adv. for R-1

CORAM:
HON'BLE MR. JUSTICE NAVIN CHAWLA

J U D G M E N T

1. This appeal has been filed by the appellant challenging the Award dated 27.02.2018 (hereinafter referred to as the 'Impugned Award') passed by the learned Motor Accident Claims Tribunal-01, North-West District, Rohini Courts, Delhi (hereinafter referred to as the 'Tribunal') in MACT Case no.449279/2016, titled ***Ravi Prakash Mishra v. M/s Adventure Securities Services Pvt. Ltd. & Anr.***.

2. In the Claim Petition, it was the case of the respondent no. 1 that he is an employee of the respondent no. 2 herein, that is, Adventure Security Services Pvt. Ltd. On 17.02.2006, the respondent no.1 along with one guard, namely Shri Manjay, was going on a

motorcycle bearing registration No.DL-8SAB-7792, which was registered in the name of the respondent no. 2, for some office work. The motorcycle was being driven by the respondent no.1. At about 3.30 a.m., when they reached near Prem Bari Pul, Keshav Puram, Delhi, the motorcycle hit the divider due to heavy fog and less visibility and the respondent no.1 suffered grievous injuries. The Police Control Room van took the respondent no.1 to the Trauma Centre, Delhi. The respondent no.1 remained under treatment from 17.02.2006 till 16.03.2006. In the said accident, the respondent no.1 lost both his eyes and there was a loss of jaw and facial deformity. The Disability Certificate issued by the Guru Nanak Eye Hospital, New Delhi states that the respondent no.1 has suffered 100% permanent disability.

3. The appellant challenges the Impugned Award on the ground that the respondent no.1 was himself driving the motorcycle, which is owned by the respondent no.2. The respondent no.1 has, therefore, stepped into the shoes of the owner/respondent no.2, who is also the employer of the respondent no.1. The appellant contends that the respondent no. 1, therefore, cannot be considered as a "third party" and the appellant is not liable to pay the compensation under the 'Act Policy'.

4. The learned counsel for the appellant, placing reliance on the judgment of the Supreme Court in ***Ramkhiladi & Anr. v. United India Insurance Company & Anr.,*** (2020) 2 SCC 550, and in ***Ningamma & Anr. v. United India Insurance Company Ltd.*** (2009)

13 SCC 710, submits that the driver, stepping into the shoes of the owner/his employer, cannot be a recipient of the compensation, as the liability to pay the same is upon the owner itself. He submits that the driver cannot be said to be a third party with respect to the insured/borrowed vehicle, as he was in the actual possession and control of the vehicle in the capacity of the owner when he is specifically employed for the purpose of driving the insured vehicle.

5. The appellant further contends that as the respondent no. 1 hit the divider and sustained injuries by his own rash and negligent driving, and as there was no other vehicle involved in the accident, therefore, the respondent no.1 is not entitled to any compensation and the appellant cannot be made liable to pay the compensation to the respondent no.1.

6. On the other hand, the learned counsel for the respondent no.1, placing reliance on the judgment of this Court in ***National Insurance Co. Ltd. v. Munesh Devi & Ors.***, Neutral Citation no. 2012:DHC:3057; and of the High Court of Karnataka in ***Sangeetha & Ors. v. Krishna Chari & Ors.,*** 2018 SCC OnLine Kar 315, submits that if the premium for the insurance policy is duly paid by the owner of the vehicle for the driver of the vehicle, even when the vehicle was borrowed by a person employed to drive the said vehicle or where the vehicle was being driven by the employee of the owner of the vehicle, the insurer is liable to pay the compensation. He submits that, therefore, no infirmity can be found in the Impugned Award passed by the learned Tribunal.

7. The learned counsel for the respondent no.1, placing reliance on the judgment of the Supreme Court in ***Bachhaj Nahar v. Nilima Mandal and Another*** (2008) 17 SCC 491, further submits that the appellant has not raised the plea of its limited liability before the learned Tribunal and, therefore, cannot be allowed to take the same in the present appeal.

8. I have considered the submissions made by the learned counsels for the parties.

9. Section 147(1) of the Motor Vehicles Act, 1988, as was then applicable, (hereinafter referred to as the 'Act') mandates that no person shall use, except as a passenger, or cause or allow any other person to use, a motor vehicle in a public place, unless there is in force, in relation to the use of the vehicle by that person or that other person, as the case may be, a policy of insurance complying with the requirements of Chapter XI of the Act. Section 147 of the Act further stipulates the requirements of policies and limits of liability in order to comply with the requirements of Chapter IX of the Act. These are also called the 'Act policy'. Section 147 of the Act reads as under:-

> *"**147. Requirements of policies and limits of liability.—**(1) In order to comply with the requirements of this Chapter, a policy of insurance must be a policy which—*
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> *(a) is issued by a person who is an authorised insurer; and*
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> *(b) insures the person or classes of persons specified in the policy to the extent specified in sub-section (2)—*
>
> *(i) against any liability which may be incurred by him in respect of the death of or bodily injury to any person,*

including owner of the goods or his authorized representative carried in the vehicle or damage to any property of a third party caused by or arising out of the use of the vehicle in a public place;

(ii) against the death of or bodily injury to any passenger of a public service vehicle caused by or arising out of the use of the vehicle in a public place:

Provided that a policy shall not be required—

(i) to cover liability in respect of the death, arising out of and in the course of his employment, of the employee of a person insured by the policy or in respect of bodily injury sustained by such an employee arising out of and in the course of his employment other than a liability arising under the Workmen's Compensation Act, 1923 (8 of 1923), in respect of the death of, or bodily injury to, any such employee—

(a) engaged in driving the vehicle, or

(b) if it is a public service vehicle engaged as a conductor of the vehicle or in examining tickets on the vehicle, or

(c) if it is a goods carriage, being carried in the vehicle, or

(ii) to cover any contractual liability.

Explanation.—For the removal of doubts, it is hereby declared that the death of or bodily injury to any person or damage to any property of a third party shall be deemed to have been caused by or to have arisen out of, the use of a vehicle in a public place notwithstanding that the person who is dead or injured or the property which is damaged was not in a public place at the time of the accident, if the act or omission which led to the accident occurred in a public place.

(2) Subject to the proviso to sub-section (1), a policy of insurance referred to in sub-section (1), shall cover any liability incurred in respect of any accident, up to the following limits, namely:—

(a) save as provided in clause (b), the amount of liability incurred;

(b) in respect of damage to any property of a third party, a limit of rupees six thousand:

Provided that any policy of insurance issued with any limited liability and in force, immediately before the commencement of this Act, shall continue to be effective for a period of four months after such commencement or till the date of expiry of such policy whichever is earlier.

(3) A policy shall be of no effect for the purposes of this Chapter unless and until there is issued by the insurer in favour of the person by whom the policy is effected a certificate of insurance in the prescribed form and containing the prescribed particulars of any condition subject to which the policy is issued and of any other prescribed matters; and different forms, particulars and matters may be prescribed in different cases.

(4) Where a cover note issued by the insurer under the provisions of this Chapter or the rules made thereunder is not followed by a policy of insurance within the prescribed time, the insurer shall, within seven days of the expiry of the period of the validity of the cover note, notify the fact to the registering authority in whose records the vehicle to which the cover note relates has been registered or to such other authority as the State Government may prescribe.

(5) Notwithstanding anything contained in any law for the time being in force, an insurer issuing a policy of insurance under this section

> *shall be liable to indemnify the person or classes of persons specified in the policy in respect of any liability which the policy purports to cover in the case of that person or those classes of persons."*

10. From the reading of the Proviso to Section 147(1) it is evident that it is not mandatory for the policy to cover the liability in respect of the death, arising out of and in the course of employment of the employee of a person insured by the policy or in respect of bodily injury sustained by such an employee arising out of and in the course of his employment, other than a liability arising under the Workmen's Compensation Act, 1923, in respect of the death or bodily injury to any such employee *inter alia* engaged in driving the vehicle.

11. In the present case, as far as the driver of the vehicle is concerned, the Insurance Policy covered liability of only Rs. 1 lakh.

12. Due to the limit of the liability in the policy, the issue has arisen as to whether the respondent no. 1 can be considered as a 'third party' covered by the 'Act policy' and therefore, the appellant is liable to pay the full compensation payable and as determined by the learned Tribunal, or whether the respondent no. 1 has stepped into the shoes of the owner of the motorcycle, that is, the respondent no. 2 herein, and is therefore, not a 'third party' covered by the 'Act policy' and the appellant is liable to pay only the contractual amount of Rs. 1 lakh to the respondent no. 1.

13. In ***Ningamma*** (Supra), the Supreme Court was dealing with a case where the deceased had borrowed the offending vehicle from its

real owner but was not an employee of the owner. The Court held as under:

> *"19. In Oriental Insurance Co. Ltd. v. Rajni Devi (2008) 5 SCC 736 wherein one of us, namely, Hon'ble S.B. Sinha, J. was a party, it has been categorically held that in a case where third party is involved, the liability of the insurance company would be unlimited. It was also held in the said decision that where, however, compensation is claimed for the death of the owner or another passenger of the vehicle, the contract of insurance being governed by the contract qua contract, the claim of the claimant against the insurance company would depend upon the terms thereof.*
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> *20. It was held in Oriental Insurance Co. Ltd. case (2008) 5 SCC 736 that Section 163-A of the MVA cannot be said to have any application in respect of an accident wherein the owner of the motor vehicle himself is involved. The decision further held that the question is no longer res integra. The liability under Section 163-A of the MVA is on the owner of the vehicle. So a person cannot be both, a claimant as also a recipient, with respect to claim. Therefore, the heirs of the deceased could not have maintained a claim in terms of Section 163-A of the MVA.*
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> *21. In our considered opinion, the ratio of the decision in Oriental Insurance Co. Ltd. case (2008) 5 SCC 736 is clearly applicable to the facts of the present case. In the present case, the deceased was not the owner of the motorbike in question. He borrowed the said motorbike from its real owner. The deceased cannot be held to be an employee of the owner of the motorbike although he was authorised to drive the said vehicle by its owner and, therefore, he would step into the shoes of the owner of the motorbike. We have already extracted Section 163-A of the MVA*

hereinbefore. A bare perusal of the said provision would make it explicitly clear that persons like the deceased in the present case would step into the shoes of the owner of the vehicle.

22. In a case wherein the victim died or where he was permanently disabled due to an accident arising out of the aforesaid motor vehicle in that event the liability to make payment of the compensation is on the insurance company or the owner, as the case may be as provided under Section 163-A. But if it is proved that the driver is the owner of the motor vehicle, in that case the owner could not himself be a recipient of compensation as the liability to pay the same is on him. This proposition is absolutely clear on a reading of Section 163-A of the MVA. Accordingly, the legal representatives of the deceased who have stepped into the shoes of the owner of the motor vehicle could not have claimed compensation under Section 163-A of the MVA.

23. When we apply the said principle into the facts of the present case we are of the view that the claimants were not entitled to claim compensation under Section 163-A of the MVA and to that extent the High Court was justified in coming to the conclusion that the said provision is not applicable to the facts and circumstances of the present case.

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34. Undoubtedly, Section 166 of the MVA deals with "Just Compensation" and even if in the pleadings no specific claim was made under Section 166 of the MVA, in our considered opinion a party should not be deprived from getting "Just Compensation" in case the claimant is able to make out a case under any provision of law. Needless to say, the MVA is beneficial and welfare legislation. In fact, the court is duty bound and entitled to award "Just Compensation" irrespective of the

> *fact whether any plea in that behalf was raised by the claimant or not.*
> *35.However, whether or not the claimants would be governed with the terms and conditions of the insurance policy and whether or not the provisions of Section 147 of the MVA would be applicable in the present case and also whether or not there was rash and negligent driving on the part of the deceased, are essentially a matter of fact which was required to be considered and answered at least by the High Court. While entertaining the appeal, no effort was made by the High Court to deal with the aforesaid issues, and therefore, we are of the considered opinion that the present case should be remanded back to the High Court to give its decision on the aforesaid issues."*
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> *(Emphasis Supplied)*

14. In ***Ramkhiladi*** (Supra), the Supreme Court again found that the deceased-driver was not the employee of the owner of the motorcycle which he was driving at the time of the accident. The Court held that, therefore, the deceased had stepped into the shoes of the owner of the motorcycle and cannot be considered as a 'third party'. It was held that the liability of the insurance company would, therefore, be governed by the contractual terms and the limits provided therein. The Court further observed as under:

> *"**9.4.** An identical question came to be considered by this Court in Ningamma v. United India Insurance Co. Ltd., (2009) 13 SCC 710. In that case, the deceased was driving a motorcycle which was borrowed from its real owner and met with an accident by dashing against a bullock cart i.e. without involving any other vehicle. The claim petition was filed under Section 163-A of the Act by the legal representatives of the deceased against*

the real owner of the motorcycle which was being driven by the deceased. To that, this Court has observed and held that since the deceased has stepped into the shoes of the owner of the vehicle, Section 163-A of the Act cannot apply wherein the owner of the vehicle himself is involved. Consequently, it was held that the legal representatives of the deceased could not have claimed the compensation under Section 163-A of the Act. Therefore, as such, in the present case, the claimants could have even claimed the compensation and/or filed the claim petition under Section 163-A of the Act against the driver, owner and insurance company of the offending vehicle i.e. motorcycle bearing Registration No. RJ 29 2M 9223, being a third party with respect to the offending vehicle. However, no claim under Section 163-A was filed against the driver, owner and/or insurance company of the motorcycle bearing Registration No. RJ 29 2M 9223. It is an admitted position that the claim under Section 163-A of the Act was only against the owner and the insurance company of the motorcycle bearing Registration No. RJ 02 SA 7811 which was borrowed by the deceased from the opponent-owner Bhagwan Sahay. Therefore, applying the law laid down by this Court in Ningamma's case, and as the deceased has stepped into the shoes of the owner of the vehicle bearing Registration No. RJ 02 SA 7811, as rightly held by the High Court, the claim petition under Section 163-A of the Act against the owner and insurance company of the vehicle bearing Registration No. RJ 02 SA 7811 shall not be maintainable.

9.5. *It is true that, in a claim under Section 163-A of the Act, there is no need for the claimants to plead or establish the negligence and/or that the death in respect of which the claim petition is sought to be established was due to wrongful act, neglect or default of the owner of the vehicle concerned. It is also true*

that the claim petition under Section 163-A of the Act is based on the principle of no-fault liability. However, at the same time, the deceased has to be a third party and cannot maintain a claim under Section 163-A of the Act against the owner/insurer of the vehicle which is borrowed by him as he will be in the shoes of the owner and he cannot maintain a claim under Section 163-A of the Act against the owner and insurer of the vehicle bearing Registration No. RJ 02 SA 7811. In the present case, the parties are governed by the contract of insurance and under the contract of insurance the liability of the insurance company would be qua third party only. In the present case, as observed hereinabove, the deceased cannot be said to be a third party with respect to the insured vehicle bearing Registration No. RJ 02 SA 7811. There cannot be any dispute that the liability of the insurance company would be as per the terms and conditions of the contract of insurance. As held by this Court in Dhanraj v. New India Assurance Co. Ltd., (2004) 8 SCC 553, an insurance policy covers the liability incurred by the insured in respect of death of or bodily injury to any person (including an owner of the goods or his authorised representative) carried in the vehicle or damage to any property of a third party caused by or arising out of the use of the vehicle. In the said decision, it is further held by this Court that Section 147 does not require an insurance company to assume risk for death or bodily injury to the owner of the vehicle.

9.6. *In view of the above and for the reasons stated above, in the present case, as the claim under Section 163-A of the Act was made only against the owner and insurance company of the vehicle which was being driven by the deceased himself as borrower of the vehicle from the owner of the vehicle and he would be in the shoes of the owner, the High Court has*

> *rightly observed and held that such a claim was not maintainable and the claimants ought to have joined and/or ought to have made the claim under Section 163-A of the Act against the driver, owner and/or the insurance company of the offending vehicle i.e. RJ 29 2M 9223 being a third party to the said vehicle."*
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> *(Emphasis Supplied)*

15. On the limit of the liability, the Court held as under:-

> *"**9.8.** However, at the same time, even as per the contract of insurance, in case of personal accident the owner-driver is entitled to a sum of Rs 1 lakh. Therefore, the deceased, as observed hereinabove, who would be in the shoes of the owner shall be entitled to a sum of Rs 1 lakh, even as per the contract of insurance. However, it is the case on behalf of the original claimants that there is an amendment to the 2nd Schedule and a fixed amount of Rs 5 lakh has been specified in case of death and therefore the claimants shall be entitled to Rs 5 lakh. The same cannot be accepted. In the present case, the accident took place in the year 2006 and even the judgment and award was passed by the learned Tribunal in the year 2009, and the impugned judgment and order has been passed by the High Court in 10-5-2018 [United India Insurance Co. v. Ramkhiladi, 2018 SCC OnLine Raj 3264] i.e. much prior to the amendment in the 2nd Schedule. In the facts and circumstance of the present case, the claimants shall not be entitled to the benefit of the amendment to the 2nd Schedule. At the same time, as observed hereinabove, the claimants shall be entitled to Rs 1 lakh as per the terms of the contract of insurance, the driver being in the shoes of the owner of the vehicle."*

16. In ***Munesh Devi*** (Supra), this Court was considering a case where the deceased was employed as a driver of the tanker on which he had climbed to check the inside condition of the tanker when he came in contact with an overhead live electric wire and died on the spot. The Court rejected the plea of limited liability of the insurance company under the Workmen's Compensation Act as the same was not raised by the Insurance Company before the Claims Tribunal. I may quote from the judgment as under:-

> *"5. The plea of limited liability under the Workmen's Compensation Act was not raised by the appellant before the Claims Tribunal. The appellant did not lead any evidence to substantiate this plea. This plea has been raised by the appellant for the first time before this Court. The appellant cannot, therefore, contend that the Claims Tribunal erred in any manner in not considering a plea not even raised. The plea of the appellant is, therefore, hereby rejected."*

17. In ***Munesh Devi*** (Supra), this Court relied upon its earlier judgment in ***United India Insurance Co. Ltd. v. Mosina,*** MAC. APP. No. 73/2006 decided on 25th November, 2011, wherein again, the Court found that the vehicle in question was insured and premium was paid for the driver and the helper. It was further noted that the Insurance Company had not taken a plea of limited liability before the Claims Tribunal. It was in those circumstances, that the Insurance Company was held liable by this Court to pay the compensation amount under Section 163A of the Act.

18. In ***New India Assurance Co. Ltd. v. Shanti Bopanna***, (2018) 12 SCC 540, the Supreme Court was considering an appeal by the insurance company filed against the grant of compensation to the claimants for the death of an employee of the owner of the car in which he was traveling but the said car was driven by another person. The Court found that the owner had taken a 'Comprehensive Policy' and it was not an 'Act policy'. In those facts, the Court held as under:

> *"7. We thus find that the claim of the widow and the adopted son is fully covered by the clause in the insurance contract i.e. the policy and there is no scope for acceding to the submission made on behalf of the appellant Company that the claim is excepted by virtue of the provisions of Section 147(1) of the Act in this case. We, therefore, reject the contention made on behalf of the appellant that the deceased was not a third party because he was an employee sitting in the car. It is obvious from the circumstances that the deceased was indeed a third party being neither the insurer not the insured."*

19. The High Court of Karnataka in ***Sangeetha & Ors.*** (Supra), while considering the issue of whether the rider of a two-wheeler, not being the owner, can claim compensation as a "Third Party" for an accident where no other vehicle is involved, has held as under:

> *"35. To sum up, in the opinion of this Court, a claim petition seeking payment of compensation in a road accident, by the owner of the vehicle or by any other person driving the vehicle and not being an employee, is not maintainable under Section 163 A or Section 166 of the M.V. Act, before MACT. This position holds good even where the vehicle is insured for own damages and premium is paid to cover the risk of "owner-cum-driver" under*

> *comprehensive policy or contract policy. The basis for maintaining a petition, both under Sections 163A and 166 of the M.V. Act is provided under Section 147 of the M.V. Act. The difference between Sections 163 A and 166 is, the need to prove negligence under Section 166 and non-requirement of proving negligence under Section 163 A. The other difference is unlimited liability on the Insurer under Section 166 and payment of compensation on structured formula basis as indicated in the Second schedule of M.V. Act in case of a claim made under Section 163A. The only exception in Section 163 A is that a claim petition could be maintained by an employee (or his legal heirs) being a driver/rider having to plead and prove that the motor vehicle accident was caused during the course of employment. As stated earlier, in the context of chapter XI of the M.V. Act, wherever the word "employee" is used, it is impliedly referable to the meaning it receives under the Workmen's Compensation Act, 1923."*

20. From the above, it is evident that the Insurance Company cannot be made liable to pay compensation under Section 163A or Section 166 of the Act under the 'Act policy' for the death or the bodily injury suffered by the owner or borrower or the driver of the insured vehicle. However, at the same time, if the vehicle is covered under the 'Comprehensive Policy' or the insurance company undertakes by contract to meet any liability to pay compensation on account of the death or the bodily injury suffered by the owner or the borrower or the driver of the insured vehicle, the Insurance Company shall be liable to meet such a contractual liability.

21. In the present case, the motorcycle was being driven by the employee of its owner, that is, the respondent no. 2. The 'Act Policy' would cover only the liability arising under the Workmen's Compensation Act, 1923. Therefore, unless covered by the contractual liability under the insurance policy, the appellant was not liable to pay compensation for the injuries suffered by the respondent no. 1 beyond the liability arising under the Workmen's Compensation Act.

22. In the present case, the Insurance Policy, however, covered the liability to pay compensation to the owner and the driver of the vehicle limited only to Rs. 1 lakh.

23. In ***Oriental Insurance Co. Ltd. v. Raj Kumari & Ors.***, (2007) 12 SCC 768, the Supreme Court held as under:

> *"9. It would be evident from the conclusions of this Court that the liability of the Insurance Company would in the instant case be limited to quantum which was to be indemnified in terms of the policy. The Tribunal and the High Court have held accordingly.*
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> *xxxx*
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> *11. It is true that in certain cases this Court has, after looking into the fact situation, directed the Insurance Company to make payment with liberty to recover the amount in excess of the liability from the insured. Those decisions were given on the fact situation of the cases concerned.*
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> *xxxx*
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> *14. In the instant case the insurer was a private limited company doing transport business. There was no material placed before the High Court to show that the claimants would have any difficulty in recovering the awarded amount from it. That being so, the High Court's order is modified to the extent that the insurer shall pay an amount of Rs*

> *50,000 with interest awarded to claimants. The balance has to be paid by the insured."*

24. In ***National Insurance Co. Ltd. v. Anjana Shyam & Ors.***, (2007) 7 SCC 445, the Supreme Court held as under:

> *"**20.** In spite of the relevant provisions of the statute, insurance still remains a contract between the owner and the insurer and the parties are governed by the terms of their contract. The statute has made insurance obligatory in public interest and by way of social security and it has also provided that the insurer would be obliged to fulfil his obligations as imposed by the contract and as overseen by the statute notwithstanding any claim he may have against the other contracting party, the owner, and meet the claims of third parties subject to the exceptions provided in Section 149(2) of the Act. But that does not mean that an insurer is bound to pay amounts outside the contract of insurance itself or in respect of persons not covered by the contract at all. In other words, the insured is covered only to the extent of the passengers permitted to be insured or directed to be insured by the statute and actually covered by the contract."*

25. Keeping the above precedents and the terms of the insurance policy in view, therefore, it is held that the appellant's liability to pay compensation to the respondent no. 1 is restricted only to Rs. 1 lakh.

26. The submission of the learned counsel for the respondent no.1 that the contention of limited liability of the appellant is raised at a belated stage, appears to be incorrect. In its Written Statement, the appellant had taken a categorical plea that it is not liable to pay any compensation to the respondent no. 1 under the terms and conditions

of the insurance policy as he could not be considered as a 'third party'. In paragraph 8 of the Impugned Award, the plea of the appellant that the respondent no. 1, being an employee of the owner of the vehicle, was not a 'third party' and that, therefore, the Claim was liable to be dismissed, has also been recorded by the learned Tribunal. However, the learned Tribunal has not considered this plea in the Impugned Award.

27. For the above reason, the reliance of the respondent no. 1 on the judgment of ***Bachhaj Nahar*** (supra) and ***Munish Devi*** (supra) also cannot be accepted.

28. In view of the above, the Impugned Award is modified to the limited extent that the appellant shall pay to the respondent no. 1 an amount of Rs. 1 lakh along with interest at the rate of 9% per annum from the date of filing of the Claim petition, that is, 15.03.2010, till the date of deposit of the compensation by the appellant with the learned Tribunal in compliance with the order dated 03.07.2018 of this Court.

29. This Court vide its interim order dated 03.07.2018 directed the appellant to deposit the entire awarded amount with interest accrued thereon with the learned Tribunal. Out of the amount so deposited, the compensation amount awarded as per this judgment shall be released in favour respondent no. 1 alongwith interest accrued thereon, and the excess amount shall be released in favour of the appellant alongwith interest accrued thereon.

30. The statutory amount deposited by the appellant shall be released in favour of the appellant alongwith interest accrued thereon.

31. The appeal along with the pending applications is disposed of in the above terms. There shall be no orders as to costs.

NAVIN CHAWLA, J

NOVEMBER 2, 2023/AS