

**IN THE COURT OF THE MEMBER, MOTOR ACCIDENT CLAIMS
TRIBUNAL, LAKHIMPUR, NORTH LAKHIMPUR.**

P R E S E N T

Syed Burhanur Rahman (A.J.S.),
Member, Motor Accident Claims Tribunal,
Lakhimpur, North Lakhimpur.

M.A.C.T. Case No.18/2018.

- 1) Smt Kamini Deuri,
W/o Lt Joy Kumar Deuri,
- 2) Smt Pinkumoni Deuri,
D/o Lt Joy Kumar Deuri,
- 3) Sri Santanu Deuri,
S/o Lt Joy Kumar Deuri,

Claimant No.2 and 3 are represented by Claimant
No.1 as they are minor.

All are residents of Vill.- Likhak Chapori,
P.S.- Bihpuria,
Dist.- Lakhimpur, Assam.

..... Claimants.

-Vs-

- 1) Sri Biren Saikia,
S/o Sri Bhim Kt. Saikia,
Vill.- Gosai Pukhuri,
Mouza- Laluk,
P.S.- Bihpuria,
Dist.- Lakhimpur, Assam.
- 2) Smt Puspa Chabukdhara,
W/o Lt Narayan Chabukdhara,
Vill.- Sakrahi,
P.O.- Dikrong,
P.S.- Narayanpur,
Dist.- Lakhimpur, Assam.

.....Opposite Parties.

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Advocate for the Claimants: Mr D.R. Padi.
Advocate for the O.P. No.1: Mr D. Borah.
Advocate for the O.P. No.2: Mr K.K. Tamuli.

Date of hearing: 25/03/2022.
Date of judgment/order: 25/03/2022.

JUDGMENT/ORDER

- 1) The present claim petition has arisen out of the petition filed under Sections 166 and 140 of M.V. Act, claiming compensation on account of the death of Lt Joy Kr. Deuri, husband of the claimant No.1 and father of the claimant No.2 and 3.

- 2) The factual matrix as pleaded by the claimants is that on 01/01/2013, at about 6 PM, while the deceased Joy Kr. Deuri was standing near Bhimbar Deuri Swahid Bedi side of the P.W.D. Road, the Maruti Van bearing Registration No.AS01/AB 3827 which was coming in high speed in a negligent manner from the Dhunaguri side knocked two bicyclist Sri Ranjan Saikia and Sri Prodip Bora and thereafter, the driver lost his control over the vehicle and dashed to the deceased Joy Kr Deuri. As a result, the deceased sustained grievous injury and succumbed to the injuries on the spot. A case was registered being G.R. 1/2013 and the said case was charge-sheeted under Sections 279, 304 (A), 338, 427 of I.P.C. The claimants have claimed Rs.12,64,000/- (rupees

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twelve lakh sixty four thousand) only as compensation and Rs.50,000/- (rupees fifty thousand) only as no fault liability.

- 3) After receiving the notice, the opposite party No.1 had appeared before the Court and filed written statement stating *inter alia* that he is not the owner of the offending vehicle and he did not drive the offending vehicle on the day of accident. Therefore, he is not liable to pay any amount to the claimants.
- 4) After receiving the notice, the opposite party No.2 has also appeared before the Court and filed written statement stating *inter alia* that on the date of accident, the actual owner was the opposite party No.1, as the opposite party No.1 purchased the offending vehicle from the opposite party No.2 vide sale deed executed on 02/01/2012 in presence of witnesses, which is also annexed with the case record, and therefore, the opposite party No.1 is solely liable for the accident and compensation. The opposite party No.2 has denied all the allegations as leveled by the claimants.
- 5) Upon perusal of the record, it reveals that the learned counsel on behalf of the claimants has filed a petition bearing No.9/22 dated 05/01/2022 under Order XXIII Rule I of C.P.C., for compromising the matter.

- 6) Today the matter was fixed for necessary order and today the claimants have filed an affidavit, stating *inter alia* that on 19/12/2021, the claimants have settled the matter at Rs.1,20,000/- (rupees one lakh twenty thousand) only with the opposite parties and therefore, they are not willing to proceed the matter any further and prayed to dispose the case on compromise.
- 7) The Claimants are also personally present before this Court and this Court interacted with the claimant and tried to impress upon them that the compromise amount seems to be a meagre amount and if contested, they may get much more compensation upon succeeding in the matter. However, claimants refused to continue with the litigation and expressed their desire to put an end to it and they are satisfied with the amount received by them.
- 8) Considering the matter in entirety, the instant matter is disposed of on compromise.
- 9) The case is disposed of accordingly.

Given under my hand and seal of this Court on this the 25th day of March, 2022.

(Syed Burhanur Rahman)
Member, Motor Accident Claims Tribunal,
Lakhimpur, North Lakhimpur.

Dictated & Corrected by me:

(Syed Burhanur Rahman)
Member, Motor Accident Claims Tribunal,
Lakhimpur, North Lakhimpur.