(2010) 03 DEL CK 0003

In the Delhi High Court

Case No : MAC.App. 585 of 2009

Anjum and Others APPELLANT

Vs

Rakesh Jain and Others RESPONDENT

Date of Decision : 23-03-2010

Acts Referred:

Citation : (2010) 03 DEL CK 0003

Hon'ble Judges : J.R. Midha, J

Bench : Single Bench

Advocate : Varun Kumar and Navneet Goyal, for the Appellant; Sameer Nandwani, for R-3, for the Respondent

Judgement

J.R. Midha, J.—The appellants have challenged the awards of the Claims Tribunal seeking enhancement of the award amount.

2. The accident dated 21st April, 2008 resulted in the death of nine persons travelling in Tata-407 bearing No. UP-14T-9962 which had head-on collision with bus bearing No. DL-1PB-6849 whereupon Tata tempo overturned resulting in nine deaths of the occupants. The legal representatives of the nine deceased persons filed separate claim petitions before the Claims Tribunal.

3. The rash and negligent driving of the bus was proved by PW-8 who was travelling in Tata-407 and was sitting in the front cabin. PW-8 deposed that the bus bearing No. DL-1PB-6849 was being driven in a rash and negligent manner and it hit the Tata tempo due to which the Tata tempo overturned and the occupants fell down on the road resulting in the death of nine persons. PW-4 further deposed that the criminal case was registered against the driver of the bus. The Claims Tribunal gave a finding that the accident occurred due to the rash and negligent driving of the driver of the bus. The Claims Tribunal held that the deceased were contributory negligent to the extent of 30% and the award amount was reduced to that extent.

4. The learned Counsel for the appellant has urged the following grounds at the

time of hearing of these appeals:

(i) The finding of the contributory negligence of 30% of the deceased be set aside.

(ii) The Claims Tribunal has deducted the personal expenses of the deceased twice.

5. The learned Counsel for respondent No. 3 submits that there is violation of the terms and conditions of the policy by the Tata tempo in as much as the said vehicle was meant only for carrying the goods and three persons are allowed to be carried in the vehicle whereas twenty one persons were travelling in Tata tempo. The learned Counsel further submits that the driving licence held by the driver was fake and, therefore, respondent No. 3 is entitled to recovery rights against the owner of the bus.

6. The statement of the eye-witness, PW-8 has been perused and the finding of the Claims Tribunal that the accident occurred due to the rash and negligent driving by the driver of the offending bus is upheld. There is no evidence that the deceased in any manner contributed to the accident. There is also no evidence on record that the accident occurred because twenty one persons were travelling in Tata tempo. There is no contributory negligence on the part of the occupants of Tata tempo. The finding of contributory negligence and deduction of 30% on that account is unwarranted. The finding of contributory negligence of the deceased to the extent of 30% is, therefore, set aside.

7. The Claims Tribunal has deducted the personal expenses of the deceased twice which is not permissible in law. The deduction of personal expenses for the second time is, therefore, set aside.

8. With respect to the recovery rights claimed by respondent No. 3, no appeal has been filed by respondent No. 3. Respondent No. 3 is at liberty to file separate appeals seeking recovery rights.

9. All the appeals are allowed to the extent of setting aside of contributory negligence of 30% and the twice deduction of personal expenses. The detailed break-up of the amount to which the appellants are entitled is as under:

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10. Taking the income of the deceased as Rs. 3,700/- per month, adding 50% towards increase in minimum wages, due to inflation and rise in price index, deducting 1/5th towards personal expenses, applying the multiplier of 15, adding Rs. 10,000/- towards love and affection, Rs. 50,000/- towards loss of consortium, Rs. 5,000/- towards loss of estate and Rs. 5,000/- towards funeral expenses, the total compensation is computed to be Rs. 8,69,200/-.

11. The award amount is enhanced from Rs. 4,86,472/- to Rs. 8,69,200/- along with interest @7.5% per annum from the date of filing of the claim petition till deposit.

12. The enhanced award amount be deposited by the respondent No. 3 with State Bank of India, Tis Hazari Branch through Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322), within 30 days.

13. Upon the enhanced award amount being deposited, State Bank of India is directed to release 10% of the said amount by transferring the same to the Savings Bank Account of appellant No. 1. The remaining amount be kept in fixed deposits in the following manner:

(i) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of one year.

(ii) Fixed deposit in the name of appellant No. 7 (mother) in respect of 10% of the award amount for a period of two years.

(iii) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of three years.

(iv) Fixed deposit in the name of appellant No. 7 (mother) in respect of 10% of the award amount for a period of four years.

(v) Fixed deposit in the name of appellant No. 2 in respect of 10% of the award amount till he attains the age of maturity.

(vi) Fixed deposit in the name of appellant No. 3 in respect of 10% of the award amount till he attains the age of maturity.

(vii) Fixed deposit in the name of appellant No. 4 in respect of 10% of the award amount till she attains the age of maturity.

(viii) Fixed deposit in the name of appellant No. 5 in respect of 10% of the award amount till he attains the age of maturity.

(ix) Fixed deposit in the name of appellant No. 6 in respect of 10% of the award amount till he attains the age of maturity.

14. The interest on the aforesaid fixed deposits shall be paid monthly by automatic credit of interest in the Savings Account of the appellant No. 1.

15. Withdrawal from the aforesaid account shall be permitted to appellant No. 1 after due verification and the Bank shall issue photo Identity Card to the appellant No. 1 to facilitate identity.

16. No cheque book be issued to the appellant without the permission of this Court.

17. The Bank shall issue Fixed Deposit Pass Book instead of the FDRs to the appellants and the maturity amount of the FDRs be automatically credited to the Saving Bank Account of the beneficiary at the end of the FDR.

18. No loan, advance or withdrawal shall be allowed on the said fixed deposit receipts without the permission of this Court.

19. Half yearly statement of account be filed by the Bank in this Court.

20. On the request of the appellant, the Bank shall transfer the Savings Account to any other branch according to the convenience of the appellant No. 1.

21. The appellant Nos. 1 to 7 shall furnish all the relevant documents for opening of the Saving Bank Account and Fixed Deposit Account to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322)

23. Copy of this order be also sent to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322) under the signature of Court Master.

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24. Taking the income of the deceased as Rs. 3,700/- per month, adding 50% towards increase in minimum wages, due to inflation and rise in price index, deducting 1/2 towards personal expenses, applying the multiplier of 11, adding Rs. 10,000/- towards love and affection, Rs. 5,000/- towards loss of estate and Rs. 5,000/- towards funeral expenses, the total compensation is computed to be Rs. 3,86,300/-.

25. The award amount is enhanced from Rs. 1,16,900/- to Rs. 3,86,300/- along with interest @7.5% per annum from the date of filing of the claim petition till deposit.

26. The enhanced award amount be deposited by the respondent No. 3 with State Bank of India, Tis Hazari Branch through Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322), within 30 days.

27. Upon the enhanced award amount being deposited, State Bank of India is directed to release 10% of the said amount by transferring the same to the Joint Savings Bank Account of appellants. The remaining amount be kept in fixed deposits in the joint names of appellants in the following manner:

(i) Fixed deposit in respect of 10% of the award amount for a period of one year.

(ii) Fixed deposit in respect of 10% of the award amount for a period of one and a half years.

(iii) Fixed deposit in respect of 10% of the award amount for a period of two years.

(iv) Fixed deposit in respect of 10% of the award amount for a period of two and a half years.

(v) Fixed deposit in respect of 10% of the award amount for a period of three years.

(vi) Fixed deposit in respect of 10% of the award amount for a period of three and a half years.

(vii) Fixed deposit in respect of 10% of the award amount for a period of four years.

(viii) Fixed deposit in respect of 10% of the award amount for a period of four and a half years.

(ix) Fixed deposit in respect of 10% of the award amount for a period of five years.

28. The interest on the aforesaid fixed deposits shall be paid monthly by automatic credit of interest in the joint Savings Account of the appellants.

29. Withdrawal from the aforesaid account shall be permitted to appellants after due verification and the Bank shall issue photo Identity Card to the appellants to facilitate identity.

30. No cheque book be issued to the appellants without the permission of this Court.

31. The Bank shall issue Fixed Deposit Pass Book instead of the FDRs to the appellants and the maturity amount of the FDRs be automatically credited to the Saving Bank Account of the beneficiary at the end of the FDR.

32. No loan, advance or withdrawal shall be allowed on the said fixed deposit receipts without the permission of this Court.

33. Half yearly statement of account be filed by the Bank in this Court.

34. On the request of the appellant, the Bank shall transfer the Savings Account to any other branch according to the convenience of the appellants.

35. The appellants shall furnish all the relevant documents for opening of the Saving Bank Account and Fixed Deposit Account to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322)

36. Copy of this order be also sent to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322) under the signature of Court Master.

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37. Taking the income of the deceased as Rs. 3,700/- per month, adding 50% towards increase in minimum wages, due to inflation and rise in price index, deducting 1/3rd towards personal expenses, applying the multiplier of 5, adding Rs. 10,000/- towards love and affection, Rs. 5,000/-towards loss of estate and Rs. 5,000/- towards funeral expenses, the total compensation is computed to be Rs. 2,42,000/-.

38. The award amount is enhanced from Rs. 1,12,000/- to Rs. 2,42,000/- along with interest @7.5% per annum from the date of filing of the claim petition till deposit.

39. The enhanced award amount be deposited by the respondent No. 3 with State Bank of India, Tis Hazari Branch through Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322), within 30 days.

40. Upon the enhanced award amount being deposited, State Bank of India is directed to release 10% of the said amount by transferring the same to the Joint Savings Bank Account of appellants. The remaining amount be kept in fixed deposits in the joint names of appellants in the following manner:

(i) Fixed deposit in respect of 10% of the award amount for a period of one year.

(ii) Fixed deposit in respect of 10% of the award amount for a period of one and a half years.

(iii) Fixed deposit in respect of 10% of the award amount for a period of two years.

(iv) Fixed deposit in respect of 10% of the award amount for a period of two and a half years.

(v) Fixed deposit in respect of 10% of the award amount for a period of three years.

(vi) Fixed deposit in respect of 10% of the award amount for a period of three and a half years.

(vii) Fixed deposit in respect of 10% of the award amount for a period of four years.

(viii) Fixed deposit in respect of 10% of the award amount for a period of four and a half years.

(ix) Fixed deposit in respect of 10% of the award amount for a period of five years.

41. The interest on the aforesaid fixed deposits shall be paid monthly by automatic credit of interest in the Joint Savings Account of the appellants.

42. Withdrawal from the aforesaid account shall be permitted to appellants after due verification and the Bank shall issue photo Identity Card to the appellants to facilitate identity.

43. No cheque book be issued to the appellants without the permission of this Court.

44. The Bank shall issue Fixed Deposit Pass Book instead of the FDRs to the appellants and the maturity amount of the FDRs be automatically credited to the Saving Bank Account of the beneficiary at the end of the FDR.

45. No loan, advance or withdrawal shall be allowed on the said fixed deposit receipts without the permission of this Court.

46. Half yearly statement of account be filed by the Bank in this Court.

47. On the request of the appellant, the Bank shall transfer the Savings Account to any other branch according to the convenience of the appellants.

48. The appellants shall furnish all the relevant documents for opening of the Saving Bank Account and Fixed Deposit Account to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322)

49. Copy of this order be also sent to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322) under the signature of Court Master.

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50. Taking the income of the deceased as Rs. 3,700/- per month, adding 50% towards increase in minimum wages, due to inflation and rise in price index, deducting 1/4th towards personal expenses, applying the multiplier of 16, adding Rs. 10,000/- towards love and affection, Rs. 50,000/- towards loss of consortium, Rs. 5,000/- towards loss of estate and Rs. 5,000/- towards funeral expenses, the total compensation is computed to be Rs. 8,69,200/-.

51. The award amount is enhanced from Rs. 4,86,472/- to Rs. 8,69,200/- along with interest @7.5% per annum from the date of filing of the claim petition till deposit.

52. The enhanced award amount be deposited by the respondent No. 3 with State Bank of India, Tis Hazari Branch through Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322), within 30 days.

53. Upon the enhanced award amount being deposited, State Bank of India is directed to release 15% of the said amount by transferring the same to the Savings Bank Account of appellant No. 1. The remaining amount be kept in fixed deposits in the following manner:

(i) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of one year.

(ii) Fixed deposit in the name of appellant No. 5 (mother) in respect of 10% of the award amount for a period of two years.

(iii) Fixed deposit in the name of appellant No. 6 (father) in respect of 10% of the award amount for a period of three years.

(iv) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of four years.

(v) Fixed deposit in the name of appellant No. 2 in respect of 15% of the award amount till he attains the age of maturity.

(vi) Fixed deposit in the name of appellant No. 3 in respect of 15% of the award amount till he attains the age of maturity.

(vii) Fixed deposit in the name of appellant No. 4 in respect of 15% of the award amount till she attains the age of maturity.

54. The interest on the aforesaid fixed deposits shall be paid monthly by automatic credit of interest in the Savings Account of the appellant No. 1.

55. Withdrawal from the aforesaid account shall be permitted to appellant No. 1 after due verification and the Bank shall issue photo Identity Card to the appellant No. 1 to facilitate identity.

56. No cheque book be issued to the appellant without the permission of this Court.

57. The Bank shall issue Fixed Deposit Pass Book instead of the FDRs to the appellants and the maturity amount of the FDRs be automatically credited to the Saving Bank Account of the beneficiary at the end of the FDR.

58. No loan, advance or withdrawal shall be allowed on the said fixed deposit receipts without the permission of this Court.

59. Half yearly statement of account be filed by the Bank in this Court.

60. On the request of the appellant, the Bank shall transfer the Savings Account to any other branch according to the convenience of the appellant No. 1.

61. The appellant Nos. 1 to 6 shall furnish all the relevant documents for opening of the Saving Bank Account and Fixed Deposit Account to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322)

62. Copy of this order be also sent to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322) under the signature of Court Master.

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63. Taking the income of the deceased as Rs. 3,700/- per month, adding 50% towards increase in minimum wages, due to inflation and rise in price index, deducting 1/4th towards personal expenses, applying the multiplier of 18, adding Rs. 10,000/- towards love and affection, Rs. 50,000/- towards loss of consortium, Rs. 5,000/- towards loss of estate and Rs. 5,000/- towards funeral expenses, the total compensation is computed to be Rs. 9,69,100/-.

64. The award amount is enhanced from Rs. 5,29,816/- to Rs. 9,69,100/- along with interest @7.5% per annum from the date of filing of the claim petition till deposit.

65. The enhanced award amount be deposited by the respondent No. 3 with State Bank of India, Tis Hazari Branch through Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322), within 30 days.

66. Upon the enhanced award amount being deposited, State Bank of India is directed to release 20% of the said amount by transferring the same to the Savings Bank Account of appellant No. 1. The remaining amount be kept in fixed deposits in the following manner:

(i) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of one year.

(ii) Fixed deposit in the name of appellant No. 4 (mother) in respect of 10% of the award amount for a period of two years.

(iii) Fixed deposit in the name of appellant No. 5 (father) in respect of 10% of the award amount for a period of three years.

(iv) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of four years.

(v) Fixed deposit in the name of appellant No. 2 in respect of 20% of the award amount till she attains the age of maturity.

(vi) Fixed deposit in the name of appellant No. 3 in respect of 20% of the award amount till he attains the age of maturity.

67. The interest on the aforesaid fixed deposits shall be paid monthly by automatic credit of interest in the Savings Account of the appellant No. 1.

68. Withdrawal from the aforesaid account shall be permitted to appellant No. 1 after due verification and the Bank shall issue photo Identity Card to the appellant No. 1 to facilitate identity.

69. No cheque book be issued to the appellant without the permission of this Court.

70. The Bank shall issue Fixed Deposit Pass Book instead of the FDRs to the appellants and the maturity amount of the FDRs be automatically credited to the Saving Bank Account of the beneficiary at the end of the FDR.

71. No loan, advance or withdrawal shall be allowed on the said fixed deposit receipts without the permission of this Court.

72. Half yearly statement of account be filed by the Bank in this Court.

73. On the request of the appellant, the Bank shall transfer the Savings Account to any other branch according to the convenience of the appellant No. 1.

74. The appellant Nos. 1 to 5 shall furnish all the relevant documents for opening of the Saving Bank Account and Fixed Deposit Account to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322)

75. Copy of this order be also sent to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322) under the signature of Court Master.

76. Taking the income of the deceased as Rs. 3,700/- per month, adding 50% towards increase in minimum wages, due to inflation and rise in price index, deducting 1/4th towards personal expenses, applying the multiplier of 17, adding Rs. 10,000/- towards love and affection, Rs. 50,000/-towards loss of consortium, Rs. 5,000/- towards loss of estate and Rs. 5,000/- towards funeral expenses, the total compensation is computed to be Rs. 9,19,150/-.

77. The award amount is enhanced from Rs. 4,89,824/- to Rs. 9,19,150/- along with interest @7.5% per annum from the date of filing of the claim petition till deposit.

78. The enhanced award amount be deposited by the respondent No. 3 with State Bank of India, Tis Hazari Branch through Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322), within 30 days.

79. Upon the enhanced award amount being deposited, State Bank of India is directed to release 10% of the said amount by transferring the same to the Savings Bank Account of appellant No. 1. The remaining amount be kept in fixed deposits in the following manner:

(i) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of one year.

(ii) Fixed deposit in the name of appellant No. 4 (mother) in respect of 10% of the award amount for a period of two years.

(iii) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of three years.

(iv) Fixed deposit in the name of appellant No. 4 (mother) in respect of 10% of the award amount for a period of four years.

(v) Fixed deposit in the name of appellant No. 2 in respect of 25% of the award amount till she attains the age of maturity.

(vi) Fixed deposit in the name of appellant No. 3 in respect of 25% of the award amount till he attains the age of maturity.

80. The interest on the aforesaid fixed deposits shall be paid monthly by automatic credit of interest in the Savings Account of the appellant No. 1.

81. Withdrawal from the aforesaid account shall be permitted to appellant No. 1 after due verification and the Bank shall issue photo Identity Card to the appellant No. 1 to facilitate identity.

82. No cheque book be issued to the appellant without the permission of this Court.

83. The Bank shall issue Fixed Deposit Pass Book instead of the FDRs to the

appellants and the maturity amount of the FDRs be automatically credited to the Saving Bank Account of the beneficiary at the end of the FDR.

84. No loan, advance or withdrawal shall be allowed on the said fixed deposit receipts without the permission of this Court.

85. Half yearly statement of account be filed by the Bank in this Court.

86. On the request of the appellant, the Bank shall transfer the Savings Account to any other branch according to the convenience of the appellant No. 1.

87. The appellant Nos. 1 to 4 shall furnish all the relevant documents for opening of the Saving Bank Account and Fixed Deposit Account to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322)

88. Copy of this order be also sent to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322) under the signature of Court Master.

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89. Taking the income of the deceased as Rs. 3,700/- per month, adding 50% towards increase in minimum wages, due to inflation and rise in price index, deducting 1/4th towards personal expenses, applying the multiplier of 17, adding Rs. 10,000/- towards love and affection, Rs. 50,000/- towards loss of consortium, Rs. 5,000/- towards loss of estate and Rs. 5,000/- towards funeral expenses, the total compensation is computed to be Rs. 9,19,150/-.

90. The award amount is enhanced from Rs. 4,73,330/- to Rs. 9,19,150/- along with interest @7.5% per annum from the date of filing of the claim petition till deposit.

91. The enhanced award amount be deposited by the respondent No. 3 with State Bank of India, Tis Hazari Branch through Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322), within 30 days.

92. Upon the enhanced award amount being deposited, State Bank of India is directed to release 10% of the said amount by transferring the same to the Savings Bank Account of appellant No. 1. The remaining amount be kept in fixed deposits in the following manner:

(i) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of one year.

(ii) Fixed deposit in the name of appellant No. 4 (mother) in respect of 10% of the award amount for a period of two years.

(iii) Fixed deposit in the name of appellant No. 1 (widow) in respect of 10% of the award amount for a period of three years.

(iv) Fixed deposit in the name of appellant No. 4 (mother) in respect of 10% of the award amount for a period of four years.

(v) Fixed deposit in the name of appellant No. 2 in respect of 25% of the award amount till she attains the age of maturity.

(vi) Fixed deposit in the name of appellant No. 3 in respect of 25% of the award amount till he attains the age of maturity.

93. The interest on the aforesaid fixed deposits shall be paid monthly by automatic credit of interest in the Savings Account of the appellant No. 1.

94. Withdrawal from the aforesaid account shall be permitted to appellant No. 1 after due verification and the Bank shall issue photo Identity Card to the appellant No. 1 to facilitate identity.

95. No cheque book be issued to the appellant without the permission of this Court.

96. The Bank shall issue Fixed Deposit Pass Book instead of the FDRs to the appellants and the maturity amount of the FDRs be automatically credited to the Saving Bank Account of the beneficiary at the end of the FDR.

97. No loan, advance or withdrawal shall be allowed on the said fixed deposit receipts without the permission of this Court.

98. Half yearly statement of account be filed by the Bank in this Court.

99. On the request of the appellant, the Bank shall transfer the Savings Account to any other branch according to the convenience of the appellant No. 1.

100. The appellant Nos. 1 to 4 shall furnish all the relevant documents for opening of the Saving Bank Account and Fixed Deposit Account to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322)

101. Copy of this order be also sent to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322) under the signature of Court Master.

MAC.APP. No. 607/2009

102. Taking the income of the deceased as Rs. 3,700/- per month, adding 50% towards increase in minimum wages, due to inflation and rise in price index, deducting 1/4th towards personal expenses, applying the multiplier of 16, adding Rs. 10,000/- towards love and affection, Rs. 50,000/-towards loss of consortium, Rs. 5,000/- towards loss of estate and Rs. 5,000/- towards funeral expenses, the total compensation is computed to be Rs. 8,69,200/-.

103. The award amount is enhanced from Rs. 4,28,411/- to Rs. 8,69,200/- along with interest @7.5% per annum from the date of filing of the claim petition till deposit.

104. The enhanced award amount be deposited by the respondent No. 3 with

State Bank of India, Tis Hazari Branch through Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322), within 30 days.

105. Upon the enhanced award amount being deposited, State Bank of India is directed to release 10% of the said amount by transferring the same to the Savings Bank Account of appellant No. 1. The remaining amount be kept in fixed deposits in the following manner:

(i) Fixed deposit in the name of appellant No. 1 in respect of 10% of the award amount for a period of one year.

(ii) Fixed deposit in the name of appellant No. 1 in respect of 10% of the award amount for a period of two years.

(iii) Fixed deposit in the name of appellant No. 1 in respect of 10% of the award amount for a period of three years.

(iv) Fixed deposit in the name of appellant No. 2 in respect of 20% of the award amount till she attains the age of maturity.

(v) Fixed deposit in the name of appellant No. 3 in respect of 20% of the award amount till he attains the age of maturity.

(vi) Fixed deposit in the name of appellant No. 4 in respect of 20% of the award amount till she attains the age of maturity.

106. The interest on the aforesaid fixed deposits shall be paid monthly by automatic credit of interest in the Savings Account of the appellant No. 1.

107. Withdrawal from the aforesaid account shall be permitted to appellant No. 1 after due verification and the Bank shall issue photo Identity Card to the appellant No. 1 to facilitate identity.

108. No cheque book be issued to the appellant without the permission of this Court.

109. The Bank shall issue Fixed Deposit Pass Book instead of the FDRs to the appellants and the maturity amount of the FDRs be automatically credited to the Saving Bank Account of the beneficiary at the end of the FDR.

110. No loan, advance or withdrawal shall be allowed on the said fixed deposit receipts without the permission of this Court.

111. Half yearly statement of account be filed by the Bank in this Court.

112. On the request of the appellant, the Bank shall transfer the Savings Account to any other branch according to the convenience of the appellant No. 1.

113. The appellant Nos. 1 to 4 shall furnish all the relevant documents for opening of the Saving Bank Account and Fixed Deposit Account to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322)

114. Copy of this order be also sent to Mr. H.S. Rawat, Relationship Manager, Tis Hazari Branch, Tis Hazari (Mb: 09717044322) under the signature of Court Master.

