(2006) 09 AP CK 0103

In the Andhra Pradesh High Court

Case No : C.R.P. No. 4416 of 2006

Narravula Vajramma APPELLANT

Vs

United India Insurance Co. Ltd. and Others RESPONDENT

Date of Decision : 22-09-2006

Acts Referred:

Citation : (2007) ACJ 1480 : (2007) 2 ALD 13 : (2006) 6 ALT 592

Hon'ble Judges : L. Narasimha Reddy, J

Bench : Single Bench

Advocate : T.C. Krishnan, for the Appellant; None, for the Respondent

Final Decision : Allowed

Judgement

L. Narasimha Reddy, J.—This civil revision petition is filed against the order, dated 5.5.2006, passed by the Motor Accidents Claims Tribunal-cum-II Additional District Judge, Nellore (for short ''the Tribunal'').

2. The petitioner and her mother-in-law filed O.P. No. 678 of 1999 before the Tribunal claiming a sum of Rs. 2,75,000/-, as compensation on account of the death of late Guravaiah. The matter was settled in the Lok Adalat for a sum of Rs. 1,60,000/-. Out of this the share of the petitioner was determined at Rs. 1,30,000/- and that of her mother-in-law at Rs. 30,000/-. So far as the petitioner is concerned, she was permitted to withdraw a sum of Rs. 30,000/-. The balance of Rs. 1,00,000/- was directed to be kept in a fixed deposit for a period of three years in a nationalized bank.

3. After expiry of the period of three years, the petitioner filed I.A. No. 971 of 2006 with a prayer to permit her to withdraw the amount. She pleaded that she needs the money to purchase an item of property. The Tribunal permitted the petitioner to withdraw Rs. 40,000/- only. Hence, this civil revision petition.

4. Once the Tribunal awards compensation, the claimant is entitled to be paid the same. With a view to ensure that the amount paid towards compensation is not

spent indiscriminately and to protect the interest of the parties, directions are issued for making of fixed deposits as to some portion of the compensation. Once the period for which the amount is directed to be kept in fixed deposit expires, the Tribunal cannot act as a further regulator or guardian of the claimant.

5. It is not in dispute that the period for which the amount of Rs. 1,00,000/- was directed to be kept in fixed deposit had expired. The Tribunal or the Lok Adalat did not reserve to itself the right to regulate the amount after the expiry of period of fixed deposit.

6. In her affidavit, the petitioner narrated the relevant facts and requested the Tribunal to permit her to withdraw the amount kept in fixed deposit. It is rather unfortunate that the Tribunal did not advert to any of the factors. It appears as though the Tribunal is distributing any alms to the parties. Such an approach cannot be countenanced.

7. Hence, the civil revision petition is allowed and the Tribunal is directed to release the entire amount kept in fixed deposit together with accrued interest, if it is found that the F.D.R. had matured. There shall be no order as to costs.

