(2010) 02 DEL CK 0313

In the Delhi High Court

Case No : M.A.C. App. No. 634 of 2009

National Insurance Co. Ltd. APPELLANT

Vs

Shrikant and Others RESPONDENT

Date of Decision : 26-02-2010

Acts Referred:

Citation : (2011) 1 TAC 230

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

Bench : Single Bench

Advocate : Manoj Ranjan Singha, for the Appellant; S.N. Parashar, for the Respondent

Final Decision : Dismissed

Judgement

J.R. Midha, J.—The Appellant has challenged the award of the learned Tribunal whereby compensation of Rs. 9,18,655/- has been awarded to claimant/ Respondent No. 1.

2. The accident dated 29th September, 2006 resulted in grievous injuries to Respondent No. 1. Respondent No. 1 was travelling in bus bearing No. DL-1PB-3513. Respondent No. 1 was alighting from the bus when the driver suddenly increased the speed due to which Respondent No. 1 fell down and suffered compound split bone fracture medial aspect of ankle and foot (friction crush injury R foot degloving over medical foot + ankle).

3. The permanent disability of Respondent No. 1 was assessed to be 72% in respect of right lower limb being a case of degloving injury right ankle and feet.

4. The claimant was working in a Chocolate Factory and the learned Tribunal assessed the functional disability of the claimant more than 60% in respect of the whole body considering that he could not move without crutches and was rendered 100% disabled for various jobs. The claimant was earning Rs. 5,000/- per month in the chocolate factory and in the absence of any documentary proof, the learned Tribunal took the minimum wages of Rs. 3,312/-, added 50% due to

increase in minimum wages and applied the multiplier of 18 to compute the loss of earning capacity at Rs. 6,43,850/-. Rs. 4,805/- has been awarded towards medical expenses, Rs. 10,000/- towards conveyance, Rs. 10,000/- towards special diet, Rs. 80,000/- towards pain and suffering, Rs. 1,00,000/- towards loss of amenities of life and Rs. 70,000/- towards disfigurement. The total compensation awarded is Rs. 9,18,655/-.

5. The only ground urged by learned Counsel for the Appellant is that the functional disability of the claimant should have been taken as 30% instead of 60% taken by the Claims Tribunal. The Appellant is present in Court and his injuries have been perused. The Appellant is unable to stand without crutches and the finding of the Claims Tribunal that his functional disability is more than 60% is just, fair and reasonable and does not call for any interference.

6. For all the aforesaid reasons, the appeal is dismissed.

7. The Appellant has deposited a sum of Rs. 11,36,678/- with UCO bank in terms of Order dated 22nd December, 2009. The UCO Bank is directed to release a sum of Rs. 1,36,678/- to the Respondent No. 1 by transferring the said amount to his Savings Bank Account. The remaining amount of Rs. 10,00,000/- be kept in fixed deposit in the following manner:

(i) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of six months.

(ii) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of one year.

(iii) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of one and a half years.

(iv) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of two years.

(v) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of two and a half years.

(vi) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of three years.

(vii) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of three and a half years.

(viii) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of four years.

(ix) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of four and a half years.

(x) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of five years.

(xi) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of five and a half years.

(xii) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of six years.

(xiii) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of six and a half years.

(xiv) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of seven years.

(xv) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of seven and a half years.

(xvi) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of eight years.

(xvii) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of eight and a half years.

(xviii) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of nine years.

(xix) Fixed deposit for Rs. 25,000/- in the name of Respondent No. 1 for a period of nine and a half years.

(xx) Fixed deposit for Rs. 5,25,000/- in the name of Respondent No. 1 for a period of ten years.

8. Respondent No. 1 submits that there is no branch of UCO Bank near the place of his residence at Village Vikrampur, P.O. Marhora, Distt. Chhapra and there is a branch of State Bank of India. The UCO Bank is directed to transfer/remit the monthly interest as well as the maturity amount of the fixed deposit to the Savings Bank Account of Respondent No. 1 with State Bank of India. Respondent No. 1 shall intimate his account number to Mr. M.M. Tandon, Member-Retail Team, UCO Bank Zonal, Parliament Street, New Delhi (Mobile No. 09310356400).

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

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

11. No cheque book be issued to Respondent No. 1 without the permission of this Court.

12. The Bank shall issue Fixed Deposit Pass Book instead of the FD Rs to Respondent No. 1 and the maturity amount of the FD Rs be automatically credited to the Savings Bank Account of the beneficiary at the end of the FDR.

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

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

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

16. Respondent No. 1 shall furnish all the relevant documents for opening of the Saving Bank Account and Fixed Deposit Account to Mr. M.M. Tandon, Member-Retail Team, UCO Bank Zonal, Parliament Street, New Delhi.

17. Copy of the order be given dasti to Counsel for both the parties under the signatures of the Court Master.

18. Copy of this order be also sent to Mr. M.M. Tandon, Member-Retail Team, UCO Bank Zonal, Parliament Street, New Delhi (Mobile No. 09310356400) through the UCO Bank, High Court Branch under the signature of Court Master.