(2013) 09 DEL CK 0329

In the Delhi High Court

Case No : MAC. App. No. 1041 of 2006

New India Assurance Co. Ltd. — APPELLANT

Vs

Sangeeta Devi and Others — RESPONDENT

Date of Decision : 13-09-2013

Acts Referred:

Citation : (2013) 09 DEL CK 0329

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

Bench : Single Bench

Advocate : Ramesh Kumar, for the Appellant; Shivnath Kumar and Mr. Roshan Kumar for respondent nos. 1 to 3, for the Respondent

Final Decision : Disposed Off

Judgement

J.R. Midha, J.—The appellant has challenged the award passed by the learned Motor Accident Claims Tribunal whereby the compensation of Rs. 6 lacs along with interest @ 8% per annum has been awarded to the claimants/respondents no. 1 to 3. The accident dated 10th June, 2002 resulted in death of Shiv Shankar aged 22 years. The deceased was survived by his widow and parents who filed the claim petition before the Claims Tribunal.

2. The appellant contested the claim petition on various grounds inter alia that the driver of the offending vehicle was not holding a valid driving licence at the time of the accident. The Claims Tribunal observed that the appellant has not led any evidence to prove the above point and therefore the award was passed against the appellant.

3. Learned counsel for the appellant submits that the appellant summoned the record of the Licensing Authority, Mathura and examined RW-1/3 who produced the record and proved that driving licence No. 6649/MTR/96 was issued in the name of Jitender Kumar in respect of motor cycle and motor car. The extracts of the record are exhibited as Ex. RW-1/A. Learned counsel submits that the driver, Pawan Kumar was not holding a valid driving licence at the time of the accident.

Learned counsel seeks recovery rights against the driver and owner who are respondents no. 4 and 5 in this petition.

4. Respondents no. 1 to 3 are present in Court along with their counsel and they have no objection to the recovery rights being granted to the petitioner.

5. Learned counsel for the appellant submits that the appellant has deposited the entire award amount along with interest totaling Rs. 10,28,596/- with UCO Bank, Delhi High Court Branch on 30th August, 2013 in terms of order dated 12th April, 2013. Vide order dated 12th April, 2013, UCO Bank was directed to keep the said amount in fixed deposit till the order of disbursement.

6. The appeal is allowed and the impugned award is modified to the extent that the appellant shall be entitled to the recovery rights against respondents no. 4 and 5.

7. The share of respondents no. 1 to 3 in the award amount shall be equal i.e. 1/3rd each.

8. Respondent no. 1 present in Court is a permanent resident of Tilsma, District Azamgarh, UP. She has no bank account at present. Let her open a bank account at the place of her residence. Respondents no. 2 and 3 have a joint saving bank account no. 6318, at Allahabad Bank, Azamgarh, UP.

9. UCO Bank is directed to release 10% of the share of respondents no. 1 to her by transferring the same to her Saving Bank Account to be opened by her near her permanent residence. The remaining 90% share of respondent no. 1 be kept in fixed deposit in her name in the following manner:

(i) Fixed deposit in respect of 10% for a period of 1 year.

(ii) Fixed deposit in respect of 10% for a period of 1 1/2 year.

(iii) Fixed deposit in respect of 10% for a period of 2 years.

(iv) Fixed deposit in respect of 10% for a period of 21/2 years.

(v) Fixed deposit in respect of 10% for a period of 3 years.

(vi) Fixed deposit in respect of 10% for a period of 31/2 years.

(vii) Fixed deposit in respect of 10% for a period of 4 years.

(viii) Fixed deposit in respect of 10% for a period of 41/2 years.

(ix) Fixed deposit in respect of 10% for a period of 5 years.

10. With respect to 1/3rd share of respondents no. 2 and 3, UCO Bank shall release 10% to respondent no. 2 by transferring the same to their joint saving bank account no. 6318, Allahabad Bank, Azamgarh, U.P. and the balance 90% share be kept in 9 fixed deposits in their joint names in the following manner:

(i) Fixed deposit in respect of 10% for a period of 1 year.

(ii) Fixed deposit in respect of 10% for a period of 1 1/2 year.

(iii) Fixed deposit in respect of 10% for a period of 2 years.

(iv) Fixed deposit in respect of 10% for a period of 21/2 years.

(v) Fixed deposit in respect of 10% for a period of 3 years.

(vi) Fixed deposit in respect of 10% for a period of 31/2 years.

(vii) Fixed deposit in respect of 10% for a period of 4 years.

(viii) Fixed deposit in respect of 10% for a period of 41/2 years.

(ix) Fixed deposit in respect of 10% for a period of 5 years.

11. With respect to the amount directed to be kept in fixed deposit, UCO Bank shall automatically credit interest in their respective savings accounts of the beneficiaries every month.

12. The original fixed deposit receipts shall be retained by the Bank in the safe custody. However, the original Pass Book shall be given to the beneficiaries along with the photocopy of the FDRs. Upon the maturity of the period of each FDR, the UCO Bank shall automatically credit the maturity amount to their respective Savings Accounts and the beneficiaries shall not be called upon to visit Delhi at that time.

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. The statutory amount deposited by the appellant be refunded back to the appellant through counsel.

16. The appeal is disposed of in the above terms.

17. Copy of this judgment be given dasti to counsel for the parties under the signature of the Court Master. Copy of this judgment be sent to AGM, UCO Bank, Delhi High Court Branch, New Delhi.