(2012) 03 P&H CK 0463

In the Punjab And Haryana At Chandigarh

Case No : Civil Revision No. 1855 of 2012 (O and M)

Nitya Parkash APPELLANT

Vs

Motor Accident Claims Tribunal, Bhiwani and others RESPONDENT

Date of Decision : 23-03-2012

Acts Referred:

Citation : (2012) 03 P&H CK 0463

Hon'ble Judges : Nawab Singh, J

Bench : Single Bench

Advocate : Yashwinder Paul Singh, for the Appellant;

Judgement

Nawab Singh, J.—Nitya Parkash - petitioner suffered serious injuries in a vehicular accident on July 09, 2008. He remained admitted in Sir Ganga Ram Hospital, New Delhi, where, he was operated upon also. The matter was compromised with the insurer of the offending vehicle. As a result thereof, the claim application was dismissed as withdrawn and the Insurance Company was granted two months'' time to deposit the amount of Rs. 12,00,000/- as lump sum amount, towards settlement of the claim of Nitya Parkash, as agreed between the parties.

2. The amount, as agreed by the Insurance Company was deposited with the Tribunal. The Tribunal vide order dated January 14, 2012 (Annexure P8) directed the amount to be deposited in Fixed Deposit Receipt for two years.

3. Nitya Parkash filed application (Annexure P-9) before the Tribunal for release of the amount, which was dismissed vide order dated February 08, 2012 (Annexure P-10).

4. Learned counsel for the petitioner has contended that he is a qualified man and has passed Master''s degree in Science. An amount of about Rs. 8 lacs was spent on his treatment. Medical bills which were issued by Sir Ganga Ram Hospital, New Delhi are placed on record as Annexure P2. During his treatment, he had to obtain loan from his relatives and friends, which he intended to pay

back after receipt of amount of compensation.

5. The substitution of Claims Tribunal in place of Civil Courts was with an object to provide immediate relief to the victims of accidents. The award of compensation is meant to protect men against uncertain events, which may otherwise be of some disadvantage to them. The insurance is an assurance that a sum of money will be paid to the person insured if a particular event happens. In the case in hand, the matter was compromised between the injured and the insurer. Thereafter, the insurer has also discharged its liability by depositing the awarded amount. In the circumstances, if the petitioner is not allowed to get that money in the hour of need, then the very intent of the Legislature in passing the Act shall be rendered meaningless.

6. The Hon''ble Supreme Court in H.S. Ahammed Hussain vs. Irfan Ahammed, 2002 (3) RCR (Civil) 563 held that compensation allowed in favour of an adult should not be ordered to be deposited in Fixed Deposit. This Court also in case of Asraf vs. Motor Accidents Claims Tribunal, Gurgaon, 2007(4) RCR (Civil) 301 held that the Tribunal has no such jurisdiction in a case where the claimant is major and he has every right to utilise the amount in any manner, he wants.

7. In view of this, the plea taken by the petitioner is genuine and, thus, the impugned order (Annexure P10) warrants interference. It is set aside. Resultantly, the Manager, State Bank of India, Bhiwani is directed to release the amount of FDR No. 0798096 dated January 19, 2012 in favour of Nitya Parkash - petitioner, after due verification and obtaining proper receipt.

