
(2010) 06 DEL CK 0029

In the Delhi High Court

Case No : MAC. App. No. 562 of 2006

Oriental Fire and General Insurance Co. Ltd.

APPELLANT

Vs

Arjun Thapa and Others

RESPONDENT

Date of Decision : 01-06-2010

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Order 41 Rule 27(1)

Constitution of India, 1950 — Article 12

Evidence Act, 1872 — Section 95

Citation : (2010) 06 DEL CK 0029

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

Bench : Single Bench

Advocate : Tarkeshwar Nath, for the Appellant; Sunil Malhotra, Abhishek Puri, Rajat Malhotra, Dheeraj Gupta and Mr. Anupam Sharma for R-1, for the Respondent

Judgement

J.R. Midha

1. The appellants have challenged the award of the learned Tribunal whereby compensation of Rs. 5,00,000/- has been awarded to the claimant/respondent No. 1. The appellant has challenged the impugned award on the ground that the liability of the appellant is limited to Rs. 15,000/- . Respondent No. 1 has filed cross-objections seeking the enhancement of the award amount.

2. The accident dated 25th October, 1983 resulted in grievous injuries to respondent No. 1. Respondent No. 1 was about four years old at the time of the accident. Respondent No. 1 was going to Nizammuddin along with the daughter of his landlord named Asha. Respondent No. 1 along with the said Asha was standing at the bus stop at Tamoor Nagar, New Friends Colony when bus bearing No. DLP 5694 came from Bharat Nagar side and stopped at the bus stand. Asha took respondent No. 1 in her lap and was in the process of approaching the bus, when she was told that it was a school bus and, therefore, Asha asked the bus driver to stop the bus. The driver stopped the bus but while Asha along with

respondent No. 1 were getting down, the driver suddenly increased the speed of the bus without caring that Asha with respondent No. 1 had not got down, as a result of which Asha and respondent No. 1 fell down from the bus and were dragged up to distance of 10 feet. The rear wheel of the bus ran over the legs of respondent No. 1. The driver of the bus ran away from the spot of the accident. Respondent No. 1 was admitted in Holy Family Hospital where he remained for about two months. Respondent No. 1 suffered following injuries as a result of the accident:-

- (i) Permanent disability in the lower part of his body.
- (ii) Nervous system in the lower part of his body is totally paralysed.
- (iii) Bones between the pectoral girdle of the back bone are completely damaged.

3. Respondent No. 1 has become paraplegic due to the accident. The claimant has filed the chart of the treatment received which has been proved vide Ex.PW4/4 to Ex.PW4/84 and Ex.R-5 (Colly.). The claimant remained under the treatment of Holy Family Hospital from 25th October, 1983 to 22nd December, 1983 and thereafter, under AIIMS for more than a month. In 2006, the claimant took treatment from Sir Ganga Ram Hospital. It is submitted that the claimant do not have the sufficient funds and, therefore, further treatment would be taken after the receipt of compensation from the appellant.

4. The learned Tribunal has awarded Rs. 2,25,000/- towards loss of earning capacity, Rs. 14,424/- towards medical expenditure, Rs. 40,000/- towards future medical expenditure, Rs. 30,000/- towards conveyance, Rs. 20,000/- towards special diet, Rs. 15,000/- towards transportation, Rs. 25,000/- towards loss of marriage prospects and Rs. 50,000/- towards pain and suffering and mental agony and Rs. 80,000/- towards loss of amenities. The total compensation awarded is Rs. 4,99,424/- (rounded off to Rs. 5,00,000/-).

5. The only ground urged by learned counsel for the appellant at the time of hearing of this appeal is that the liability of the appellant is limited to Rs. 15,000/- under the policy.

6. The learned counsel for respondent No. 1 has urged following grounds at the time of hearing of cross-objections:-

- (i) The compensation for future medical expenditure be enhanced by Rs. 1,00,000/- as respondent No. 1 has to undergo another surgery in future.
- (ii) The appellant further claims future medical expenditure of Rs. 5,000/- per month.
- (iii) The compensation of Rs. 1,50,000/- be awarded towards wheel chair.
- (iv) The compensation for special diet be enhanced from Rs. 20,000/- to Rs. 30,000/- per month.
- (v) The compensation for loss of earning capacity be enhanced.

(vi) The compensation for pain and suffering, loss of amenities and loss of matrimonial prospects be also enhanced.

7. With respect of plea of limited liability raised by the appellant, the learned Tribunal has held that the respondent No. 1 was not travelling in the bus as a passenger. The learned Tribunal held that PW-1 and PW-3 both had stated that Asha along with respondent No. 1 had just stepped on the foot board of offending vehicle when somebody inside the bus told that it was a school bus. Asha shouted "Roko Roko". However, the driver of the bus increased the speed due to which respondent No. 1 fell down. The learned Tribunal held that respondent No. 1 was not the passenger in the offending vehicle at the time of the accident and therefore, the liability of the appellant would be unlimited.

8. The learned counsel for the appellant submits that the liability of the appellant under the policy of the offending vehicle was limited to Rs. 15,000/- in respect of a passenger. The learned counsel further submits that the respondent No. 1 was a passenger in the bus.

9. The onus to prove the plea of limited liability was on the appellant. However, the appellant did not lead any evidence whatsoever before the Claims Tribunal to prove that its liability was limited under the policy in question. The appellant neither gave any notice to the owner of the offending vehicle to produce the original policy nor produced the carbon copy of the insurance policy. The learned Counsel for the appellant does not dispute that the appellant neither produced the policy nor any evidence was led to prove the policy. However, learned counsel for the appellant refers to the photocopy of the insurance policy on the record of the learned Tribunal. The photocopy of the insurance policy on record of the Claims Tribunal has not been proved in accordance with law and, therefore, cannot be looked into. Even otherwise, the photocopy of the insurance policy on record of the Claims Tribunal is for a period 3rd September, 1982 to 2nd September, 1983, i.e. prior to the date of the accident which occurred on 25th October, 1983. The insurance policy valid at the time of the accident has not been placed on record. The liability of the appellant is therefore determined from the written statement of the appellant in which appellant has admitted that the offending vehicle was insured with the appellant at the time of the accident. The liability of the appellant is therefore held to be unlimited.

10. The learned counsel for the appellant refers and relies upon the following two judgments of Hon''ble Supreme Court in support of the plea of the appellant for limited liability to the tune of Rs. 15,000/- :-

(i) Oriental Insurance Co. Ltd. vs. Shakuntala Garg, (2007) 12 SCC 773.

(ii) Maitri Koley and Another Vs. New India Insurance Co. and Others, .

11. In both the aforesaid judgments, the insurance policy and its terms and conditions were not in dispute and, therefore, the Hon''ble Supreme Court has held the liability of the Insurance Companies to be limited in the facts and

circumstances of those cases and in the light of the insurance policy proved in accordance with law. However, in the present case, the insurance policy pertaining to concerned period has not even been produced. The present case is not covered by the aforesaid judgments where it has been clearly held that the Insurance Company has to prove the insurance policy as well as its terms and conditions including the clause of liability to succeed in plea to limited liability.

12. The learned counsel for the respondents refers to and relies upon the following judgments:-

(i) Om Wati and Others Vs. Mohd. Din and Others, .

In this case, the learned Tribunal held the liability of the Insurance Company to be limited to Rs. 50,000/- which was challenged before this Court. This Court set aside the findings of the learned Tribunal and held the liability of the Insurance Company to be unlimited. The order of the learned Single Judge of this Court was challenged before the Division Bench. The Division Bench of this Court held the liability of the Insurance Company to be unlimited holding that the Insurance Company had failed to substantiate and prove its plea of limited liability. The Division Bench of this Court upheld the findings of the learned Single Judge of this Court. It was held as under: -

Even though strict principles of Evidence Act are not applicable but at the same time one cannot lose sight of the fact that the document on which the Insurance Company wants the Court to rely must be either original or photo-copy or at least office copy. Mark-A is prepared on a totally different form. Therefore, it cannot be called true copy of the original or of office copy. In the absence of the original or the office copy, no reliance can be placed on this attested copy of the insurance policy. It has not been explained as to from which document Mark-A was compared. In the absence of any explanation, to my mind, Mark-A must have been prepared from imagination. R.K. Khanna, RW-1, has not explained as to from where and when this attested copy was prepared, because the original was not in company's possession and the office copy stood destroyed. Therefore, in the absence of the original as well as of the office copy, how could he prepare Mark-A and attest it unless he was doing it from his imagination. The owner of the truck has categorically stated that the vehicle was fully insured and the entire liability of the third party was that of the Insurance Company in the event of the accident. If the liability was limited or was "Act only" policy then nothing prevented the Insurance Company from calling the original or produce the office copy. No record has been produced to show that office copy has been destroyed nor the premium receipt book and the proposal cost application had been produced. RW-1 could not deny the suggestion that these records were available in the office at Asaf Ali Road. This shows that the Insurance Company withheld the best evidence from the Court deliberately. Had the original or the office copy of the policy and other record been produced, it would have belied the plea of limited liability. The premium for covering Section 95 risk policy at the relevant time was Rs. 84 and for third party liability Rs. 295 per year as per motor tariff.

The premium receipt register if produced could have clinched the whole issue. It was a very relevant record to prove whether extra premium was paid to cover unlimited liability as alleged by the owner of the truck. In the absence of the original policy or the office copy and the premium receipt book, to my mind, the Tribunal fell in grave error in relying on Mark-A and coming to the conclusion that the liability of insurance company was limited.

(ii) Tejinder Singh Gujral Vs. Inderjit Singh, 2007 ACJ 37.

The Hon''ble Supreme Court upheld the findings of this Court that the Insurance policy having not been brought on record, a presumption would arise that the liability of the insurer was unlimited. Para 13 in this regard of the said judgment is reproduced hereunder:-

13. The learned Tribunal, however, committed an error in opining that the insurance policy was not required to be proved. Learned Single Judge of the High Court, in our opinion, rightly held that the insurance policy having not brought on record, a presumption would arise that the liability of the insurer was unlimited.

(iii) Subhadara Kumari and others Vs. Lallu Ram and ohters, .

In this case, the carbon copy maintained by the Insurance officer was destroyed and a copy prepared on the basis of the carbon copy was produced before this Court. Since neither the original policy nor the carbon copy was produced, this Court set aside the finding of limited liability of Rs. 50,000/- and held the liability of the Insurance company to be unlimited. Para 6 in this regard of the said judgment is reproduced hereunder:-

6. The Tribunal has dealt with the first point in favour of respondent No. 6 merely on the ground that the statute provides the liability of respondent No. 6 to pay compensation to the extent of Rs. 5,000/- in respect of death of a passenger. The policy in respect of the offending bus has not been proved. The evidence of RW 6, Shri R. P. Sawhney, Senior Assistant, New India Assurance Co. Ltd., clearly indicates that the bus was insured with effect from 9.11.1971 to 8.11.1972. The original policy was issued to respondent No. 5. The said witness further states that the carbon copy maintained by the office has been destroyed because all records are destroyed after 3 years. The copy which was produced before the Tribunal was prepared on the basis of the carbon copy of the letter dated 21.9.1973 issued to counsel, Mr. S. R. Sarna on that date. Therefore, it is clear that the said respondent could neither produce the original policy nor the carbon copy was available. The learned Judge was right in attaching no significance to the said copy of the policy which was prepared in the above circumstances. In this background it was wrong to hold that the liability of the company was only to the extent of Rs. 5,000/- when no such plea can be held to be established on the basis of evidence on record. There is force in the contention of learned counsel for the appellants. The same is, accordingly, upheld.

(iv) Krishna Gupta and Others Vs. Madan Lal and Others, .

In this case also the liability of the Insurance Company was held to be unlimited by the Division Bench of this Court on the ground that the original policy was not produced or proved. Para 25 in this regard of the said judgment is reproduced hereunder:-

25. Submissions of the learned counsel for the insurance company to the effect that its liability was limited, cannot be accepted for more than one reason which are: (a) no such plea had ever been taken; (b) in view of the fact that a joint written statement was filed together with owner and driver of the truck, such a plea could not have been raised; (c) the insurance policy, whether the original or the photocopy, had not been produced or proved. What was brought on record was merely a proforma of the insurance policy which was not and could not have been termed as a contract of insurance; (d) the respondent insurance company being a State within the meaning of Article 12 of the Constitution of India, was under a moral obligation to produce all the records before the court including the contract of insurance and non-production thereof would give rise to drawal of an adverse inference.

13. In view of the admission of insurance of the offending vehicle by the appellant in the written statement before the Claims Tribunal and failure to produce the policy and its terms and conditions, the liability of the appellant is held to be unlimited.

14. It is next contented by learned counsel for the appellant that the appellant was a passenger in the bus whereas the learned Tribunal has held that the appellant was not a passenger in the bus. It is submitted that the liability of the appellant in respect of the passenger is limited to Rs. 15,000/- under the policy. In view of the finding given above that the liability of the appellant is unlimited, the plea whether the appellant was passenger or not, need not be gone into.

15. With respect to the cross-objections of respondent No. 1, seeking enhancement of compensation, it is noted that the accident in question resulted in spinal injury to respondent No. 1 which rendered him paraplegic (inability to use his lower limbs) and incontinent for bladder/bowel (inability to control his urination and defecation). The appellant has been crippled below waist and his treatment is still continuing. The condition of the appellant was perused by this Court on 2nd July, 2009. Respondent No. 1 was unable to stand without support. Vide order dated 2nd July, 2009, this Court directed the Medical Superintendent of Dr. BLK Memorial Hospital to carry out complete investigation into the present condition of respondent No. 1 and submit a report as to the present condition, treatment required and the expected expenditure before this Court. In pursuance to the above order, respondent No. 1 was admitted in Dr. BLK Memorial Hospital on 26th July, 2009 for a day and all the necessary tests including X-ray and clinical tests were conducted and he was examined by the neurologists, plastic surgeon, neuro surgeon and orthopedic surgeon. Dr. BLK Memorial Hospital submitted a report before this Court on 23rd July, 2009 in which it was opined that respondent No. 1 is paraplegic (inability to use his lower limbs) and

incontinent for bladder and bowel (inability to control his urination and defecation). It was further opined that there was no sensation in the entire portion below the waist due to which the claimant cannot stand on his own legs and he has also no control over the urine and feces .It was further opined that the claimant had developed bilateral ischial pressure sour for which he was operated upon. The right ischial pressure sour has improved but the left ischial pressure sour persists. According to the hospital, the claimant requires treatment for the said sour.

16. Vide order dated 20th November, 2009, this Court directed the additional evidence to be produced by the claimant under Order 41 Rule 27(1)(b) of the CPC to ascertain the just compensation. The claimant and Dr. Sunil Kumar filed their affidavits by way of evidence and were cross-examined by learned counsel for the appellant.

17. The claimant deposed that after the passing of the award, the treatment of the appellant continued at Sir Ganga Ram Hospital. The prescriptions and the bills for treatment taken by the claimant from the Sir Ganga Ram Hospital after the award were proved as Ex.R-5 (Colly.). Dr. Sunil Kumar filed the affidavit by way of evidence before this Court in which he deposed as under:-

5. I state and submit that on the basis of the examination by all the aforesaid specialists, I was of the opinion that Respondent No. 1/Claimant who is paraplegic and incontinent for bladder and bowel, cannot be cured so far as the neurological breakdown is concerned. There is no sensation in the entire portion below the waist due to which the Respondent No. 1/Claimant cannot stand on his own legs and also has no control over the urine and feces .I further state that Respondent No. 1/Claimant had developed bilateral ischial pressure sore for which Respondent No. 1/Claimant was operated upon. The right ischial pressure sore was improved but the left ischial pressure sore persists.

6. I state and submit that the paraplegia also led to near total lack of sensations below the waist of the Respondent No. 1/Claimant which caused ulcerated wounds over the hip in the sitting area (neuropathic pressure sores over the ischial tuberosities). That the Surgical intervention for these wounds two years ago was not successful. The right sided wound continues to have a purulent discharge and the left sided wound is persistent.

7. I state and submit that the use of crutches while making the Respondent No. 1/Claimant mobile restricts the distance he can move and causes strain to Respondent No. 1/Claimant's shoulders and upper limbs. The Respondent No. 1/Claimant shall be better off with motorized wheel chair. The cost of such a Wheelchair is Rs. 1,50,000/- (Rupees one lakh fifty thousand).

8. I state and submits that Long term monitoring and frequent need for intervention for the wounds of the hip of the Respondent No. 1/Claimant are required and since the lack of sensation is a permanent deficit, the skin over the sitting area and wherever pressure is applied over the skin, for example soles of

feet, over the knees etc, will suffer frequent break down. This will necessitate care of these wounds, frequently requiring surgical intervention. That the estimated expense for this surgery once would be approximately Rs. 1,00,000/- (rupees one lakh only).

9. I state and submit that the Urinary and faecal incontinence-though technically feasible to address these issues by multiple surgical procedures, these will involve risks and morbidity and the final outcome of such interventions is unpredictable at best. Hence, the Respondent No. 1/Claimant will need to resort to urine bags/adult diapers and may need to be treated for urinary tract infections which are an inevitable consequence of such case.

10. I state and submit that the most conservation estimate for all these efforts to keep the Respondent No. 1/Claimant in an optimal good condition will entail at least two-three visits to the hospital every month, cost of dressings and care of wounds, cost of urinary catheter change at least every two weeks, and intermittent admissions to the hospital as needed for surgical treatment of this wounds would be Rs. 5,000/- (Rupees five thousand only) per month.

11. I further state and submit that the Respondent No. 1/Claimant requires high protein & nutritious diet for rest of his life and alongwith this also needs to take certain medication on regular basis. Approximate cost of which would be Rs. 3000/- (Rupees Three thousand only) per month.

18. The claimant has sought future medical expenditure of Rs. 1,00,000/- . Dr. Sunil Kumar has deposed in the witness box that the claimant has ulcerated wounds on the right side of the hip which continues to have purulent discharge and the left side wound is persistent. Dr. Sunil Kumar further deposed that long term monitoring and frequent need for intervention for the wounds of the hip would be required and would frequently require surgical intervention and the estimated expenditure for such surgery has been given as Rs. 1,00,000/- . In view of the medical evidence on record, Rs. 1,00,000/- is awarded to claimant/respondent No. 1 towards the future medical treatment.

19. Dr. Sunil Kumar has further deposed that claimant/respondent No. 1 would require at least two to three visits to the hospital every month and the cost of future medical treatment towards cost of dressings and care of wounds, cost of urinary catheter change at least every two weeks and intermittent admissions to the hospital as needed for surgical treatment of the wounds would cost at Rs. 5,000/- per month. The lump-sum amount of Rs. 5 lakh is awarded to the appellant considering that the said amount be kept in fixed deposit and the interest thereon would be sufficient to meet the recurring expenditure of the claimant on the medical treatment in terms of the opinion of the specialist doctor.

20. The claimant is unable to stand as there is no sensation in the entire portion below the waist. The doctor has, therefore, opined that claimant/respondent No. 1 should be provided with a motorized wheel chair which would cost Rs. 1,50,000/- . The opinion of the doctor in this regard is accepted and Rs.

1,50,000/- is awarded to claimant/respondent No. 1 towards cost of the motorized wheel chair.

21. Claimant/respondent No. 1 has suffered 70% permanent disability in respect of the whole body as per Ex.PW4/85 in respect of which the learned Tribunal has awarded the following non-pecuniary compensation:-

(i)

Compensation for pain and suffering

:

Rs. 50,000/-

(ii)

Compensation for loss of amenities of life

:

Rs. 80,000/-

(iii)

Compensation for loss of matrimonial prospects

:

Rs. 25,000/-

Total

:

Rs. 1,55,000/-

22. The principles of law for computation of non-pecuniary compensation in respect of permanent disability has been laid down by this Court in the case of Oriental Insurance Co. Ltd. Vs. Vijay Kumar Mittal and Others, , where this Court examined all the previous judgments with respect to the non-pecuniary compensation awarded in the cases of permanent disability and held that the Courts have been awarding about Rs. 3,00,000/- under the heads of non-pecuniary damages for amputation of leg with permanent disability of 50% and above. The findings of this Court are reproduced herein under -

17. From the aforementioned judicial decisions, a trend which emerges is that between the years 1985 and 1990, the courts have been awarding about Rs. 3,00,000/- under the head "non-pecuniary damages" for amputation of leg resulting in permanent disability of 50 per cent and above.

23. The aforesaid judgment relates to 50% permanent disability whereas this case relates to 70% disability relating to his whole body. The compensation for pain and suffering is, therefore, enhanced from Rs. 50,000/- to Rs. 1,50,000/- ,

compensation for loss of amenities of life is enhanced from Rs. 50,000/- to Rs. 1,00,000/- and the compensation loss of matrimonial prospects is enhanced from Rs. 25,000/- to Rs. 1,00,000/- . Claimant/respondent No. 1 shall be entitled to total non-pecuniary compensation of Rs. 3,50,000/- .

24. The learned Tribunal has awarded compensation of Rs. 20,000/- to the claimant towards special diet. Dr. Sunil Kumar has opined that the claimant would require special diet of high protein and for rest of his life which would cost approximately Rs. 3,000/- per month. No basis for calculation of Rs. 3,000/- per month has been provided. However, in the facts and circumstances of this case, this Court is of the view that lump-sum compensation of Rs. 50,000/- should be sufficient to compensate the claimant in this regard. The compensation for special diet is, therefore, enhanced from Rs. 20,000/- to Rs. 50,000/- .

25. The claimant is entitled to total compensation of Rs. 14,34,424/- .

1.

Compensation for loss of future earnings

:

Rs. 2,25,000/-

2.

Compensation for purchasing medicines as per medical bills

:

Rs. 14,424/-

3.

Compensation for future medical treatment

:

Rs. 1,00,000/-

4.

Compensation for recurring expenditure of the claimant on the medical treatment

:

Rs. 5,00,000/-

5.

Compensation for conveyance

:

Rs. 30,000/-

6.

Compensation for special diet

:

Rs. 50,000/-

7.

Compensation for motorized wheel chair

:

Rs. 1,50,000/-

8.

Compensation for transportation

:

Rs. 15,000/-

9.

Compensation for pain and suffering

:

Rs. 1,50,000/-

10.

Compensation for loss of amenities of life

:

Rs. 1,00,000/-

11.

Compensation for loss of matrimonial prospects

:

Rs. 1,00,000/-

Total

:

Rs. 14,34,424/-

26. In view of the above findings, the appeal is dismissed. The cross-objections are allowed and the award amount is enhanced from Rs. 5,00,000/- to Rs. 14,34,424/- . The learned Tribunal has awarded interest @12% per annum which is not disturbed on the original award amount of Rs. 5,00,000/- . However, on

the enhanced award amount, the rate of interest shall be @7.5% per annum from the date of filing of the petition till realization.

27. The enhanced award amount along with interest be deposited by the appellant with UCO Bank, Delhi High Court Branch A/c Arjun Thapa through Mr. M.M. Tandon, Member-Retail Team, UCO Bank Zonal, Parliament Street, New Delhi (Mobile No. 09310356400) within 30 days.

28. Upon the aforesaid deposit being made, the UCO Bank is directed to release 10% of the said amount to respondent No. 1 by transferring the same to his Saving Bank Account. The remaining amount be kept in fixed deposit in the name of respondent No. 1 in following manner:-

- (i) Fixed deposit in respect of 10% of the amount for a period of one year.
- (ii) Fixed deposit in respect of 10% of the amount for a period of two years.
- (iii) Fixed deposit in respect of 10% of the amount for a period of three years.
- (iv) Fixed deposit in respect of 10% of the amount for a period of four years.
- (v) Fixed deposit in respect of 10% of the amount for a period of five years.
- (vi) Fixed deposit in respect of 10% of the amount for a period of six years.
- (vii) Fixed deposit in respect of 10% of the amount for a period of seven years.
- (viii) Fixed deposit in respect of 10% of the amount for a period of eight years.
- (ix) Fixed deposit in respect of 10% of the amount for a period of nine years.

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

30. 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.

31. No cheque book be issued to respondent No. 1 without the permission of this Court.

32. The Bank shall issue Fixed Deposit Pass Book instead of the FDRs to respondent No. 1 and the maturity amount of the FDRs be automatically credited to the Saving Bank Account of the beneficiary at the end of the FDRs.

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

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

35. 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.

36. 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.

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

38. 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.