
(2013) 11 AP CK 0136
In the Andhra Pradesh High Court
Case No : M.A.C.M.A. No. 93 of 2011

Smt. Golakoti Durga and 7 Others

APPELLANT

Vs

Doddapaneni Kedarnadh and Another

RESPONDENT

Date of Decision : 27-11-2013

Acts Referred:

Citation : (2013) 11 AP CK 0136

Hon'ble Judges : B. Siva Sankara Rao, J

Bench : Single Bench

Advocate : G. Rama Gopal, for the Appellant; G. Ramachandra Reddy, for the Respondent

Final Decision : Allowed

Judgement

B. Siva Sankara Rao, J.—The appeal is filed, against the award of the Motor Accidents Claims Tribunal-cum-II Additional District Judge, East Godavari District. At Amalapuram, (for short, "Tribunal") in M.V.O.P. No. 95 of 2008 dated 29.09.2010, by the Claimants, who are no other than wife, two daughters, son, widow daughter in law and parents of the deceased late Nageswara Rao @ Peda Abbulu, aged about 38 years (as per Ex. A3 Post Mortem Report), having been aggrieved by the award of the Tribunal, awarding compensation of Rs. 3,00,000/- (Rupees three lakhs only) with interest 7 1/2% per annum against the claim of Rs. 4,00,000/- (Rupees four lakhs only) only against the respondent No. 1-owner without fixing joint liability on respondent No. 2-insurer of the crime vehicle (lorry bearing No. AP 37 W 5858) despite the vehicle is covered by insurance policy-Ex. B1 on the ground of so called non renewal of driving license of the said driver prior to the date of accident, filed the appeal impugning the said award. Heard Sri G. Rama Gopal, learned counsel for the appellants, Sri G. Ramachandra Reddy, learned standing counsel for the 2nd respondent-New India Insurance Company Limited and the 1st respondent-owner of the crime vehicle, who was served with notice is called absent with no representation and thus taken as heard the 1st respondent for the absence to decide on merits and

perused the record. The parties hereinafter are referred to as arrayed before the Tribunal for the sake of convenience in the appeal.

2(a). The contentions in the grounds of appeal in the nutshell are that the award of the Tribunal is contrary to law, weight of evidence and probabilities of the case, on erroneous conception and misunderstanding of law particularly chapter 12 of M.V. Act and is liable to be set aside, that there is nothing to show that the accident resulted was from the direct consequences of non renewal of the so called license apart from any proof to the conscious knowledge of the owner, thus does exempt the insurer at least to the extent pay and recover and thereby sought for setting aside said findings of the Tribunal and allow the appeal as claimed in the claim petition with costs.

2(b). Whereas the contention of the insurer in opposing the appeal claim is that for this Court while sitting in the appeal there is nothing to interfere more particularly from the fact that the question of casting liability on the insurer arises when there is a license to the driver more particularly valid license to drove the crime vehicle and admittedly when there was no valid license much less any license in substance as on the date of accident, the insured cannot be held liable as rightly concluded by the Tribunal so also on the quantum of compensation of Rs. 3 lakhs rightly arrived and as such to dismiss the appeal with costs.

3. Now the points that arise for consideration in the appeal are:

1. Whether the compensation awarded by the Tribunal only against the owner by exempting the insurer from the liability is unsustainable and the quantum of compensation awarded is also not just and requires interference by this Court while sitting in appeal against the award and if so with what enhancement to arrive a just compensation and with what rate of interest?

2. To what result?

POINT-1:

4. The facts of the case as proved before the Tribunal and not in dispute in this appeal are that, on 29.11.2006, the deceased and his brother Ramakrishna went to Kothapet Market and on their returning from Kothapet market to Vadapalem Village the deceased was proceeding on his cycle, that when they reached near Government Junior College, Kothapet due to rash and negligent driving of the driver of crime which came from behind dashed and run over the deceased who met with instantaneously death; that on report of the brother of the deceased, SHO, Kothapet registered Ex. A. 1 First Information Report in Cr. No. 136 of 2006 Kothapet PS u/s 304A IPC which occurrence is also proved from Ex. A. 4 M.V.I. report and evidence of P.W. 2 as concluded by the Tribunal. The tribunal ultimately concluded that there is though insurance coverage under Ex. B1 policy for respondent No. 2-insurance company to indemnify 1st respondent-owner of the vehicle to compensate the claimants; from the driver was not having licence

from non-renewal since lapsed, the insurer is not liable but for owner. There from taken the earnings of deceased at Rs. 2,000/- per month = Rs. 24,000/- per annum, 1/3rd deducted towards his personal expenses and taken the contribution to the family comes at Rs. 16,000/- per annum. As the deceased was 38 years arrived on multiplier 16 = Rs. 2,56,000/- besides Rs. 10,000/- towards loss of consortium, Rs. 30,000/- towards loss of love and affection and loss of estate and Rs. 4,000/- towards funeral expenses and arrived total amount of Rs. 3,00,00/- against respondent No. 1 to be entitled by the petitioners.

5. Now coming to decide whether the insurer can be exonerated from liability to indemnify the insured to the third party claimants concerned:

i) No doubt in National Insurance Co. Ltd. Vs. Vidhyadhar Mahariwala and Others, the two judge bench of the Apex Court in this decision by referring to National Insurance Co. Ltd. Vs. Swaran Singh and Others, apart from other expressions in National Insurance Co. Ltd. Vs. Kusum Rai and Others, and Oriental Insurance Co. Ltd. Vs. Shri Nanjappan and Others, and Ishwar Chandra and Others Vs. The Oriental Insurance Co. Ltd. and Others, held that the insurer is not liable to indemnify the owner, when the driver has no license to drive the crime vehicle.

ii) In Ishwar Chandra (supra) it was held by the two judge bench that the driver's licence when expired 30 days prior to the date of accident and no renewal application filed even by date of accident to say a renewal dates back to date of application, it is suffice to hold the driver has no valid licence as on date of accident.

iii) In NIC Vs. Kusum Rai (supra) it was held by the two judge bench that, the vehicle was used as taxi (commercial) and the driver is required to hold appropriate licence but not having valid commercial vehicle licence and from that breach, the insurer is held entitled to rise the defence.

iv) In Sardari and Others Vs. Sushil Kumar and Others, the facts show one Jageeru, Tonga driver on 10-2-85 met with accident when it colluded with tractor and he later was expired on 15-2-85 and the Insurance Company in the counter contended that the driver of the tractor did not hold valid and effective licence and there is no liability to indemnify. In the course of trial, the said tractor driver Sushil Kumar categorically deposed that he does not know how to drive a tractor as he never even tried to learn driving tractor, that he had not been possessing any licence to drive a tractor and he did not even apply for licence. It was therefrom, the Tribunal held that admittedly when the driver of crime tractor was not knowing to drive tractor and not even having any licence at all to drive, the Insurance Company is not liable to indemnify owner of the tractor. The appeal was also dismissed confirming the said finding of the tribunal when preferred by driver and owner of the tractor for no appeal by claimants. In that factual context it was observed in para 6 of the judgment by the Supreme Court that, time and again made distinction between cases where III party is involved Vis-a-vis owner

of the vehicle was involved. The object of Sections 147 and 149 of the MV Act enacted was social justice doctrine envisaged in the preamble of the constitution, however, the Act itself provides where the insurance company can avoid its liability. The avoidance of such liability by insurer largely depends upon violation of conditions of the Insurance Contract. Where the breach is ex-facie apparent from the record, court need not fasten liability on the insurer. In certain situations, however, the court while fastening liability on insured, may direct the insurer to pay to the claimants and recover the same from the insured.

v) In *United India Insurance Co. Ltd. Vs. Gian Chand and others*, , it was observed that when the insured handed over the vehicle to an un-licensed driver, insurer would be exonerated from liability to meet III party claims.

vi) In *Swaran Singh* (three judges bench-supra) it was laid down that the owner of the vehicle has a responsibility to see that no vehicle is driven except by a person who doesn't satisfy Sections 3 and 4 of the MV Act. In a case where the driver admittedly did not hold licence and the same was allowed consciously to be driven by the owner of the vehicle by such person insurer in its defence succeed to avoid liability. The matter, however, may be different where a disputed question of fact arises as to driver had a licence or owner committed a breach of the policy terms by consciously allowing a person to drive without having a valid driving licence.

vii) In *U.P. State Agro Industrial Corporation Ltd. Vs. Kisan Upbhokta Parishad and Others*, it was a claim arisen out of Consumer District Forum holding no liability of the insurer against the National Consumer Commission's verdict fixing responsibility.

viii) In *Premkumari and Others Vs. Prahlad Dev and Others*, it was also observed that owner of the vehicle cannot contend no liability to verify the fact as to whether the driver possessed a valid licence or not.

ix) In *Oriental Insurance Co. Limited Vs. Prithvi Raj*, on facts from the RTA record shows the driver was not having any driving licence for the owner to permit the driver to drive the vehicle and for that accident not chosen to make liable the insurer.

x) By referring all these expressions at Para 9 of the Judgment of the Apex Court in *Saradari* (supra), the Apex Court did not choose to interfere with the finding of the tribunal confirmed by the High Court, in not chosen to make liable the insurer.

xi) In *Surina Durvasulu* (died) by LRs. Vs. *Bhava Narayana Murthy and Others*, it was held that when the driver had no valid driving licence to drive tractor and the charge sheet also mentions a penal provision for violation of the same in driving with no licence and nothing deposed by owner despite contention of Insurance Company, that he has taken all necessary precautions to entrust the vehicle to a person who had valid driving licence, insurance company not made liable holds good.

xii) It is clear from the decisions that once there is material to say conscious knowledge of owner of defective or no licence of driver, insurer cannot be made liable. In fact, the three judges bench judgment of the Apex Court in Swaran Singh (supra) well laid down the law in this regard referring to United India Insurance Company Ltd. Vs. Lehu and Others, among others and the principle laid down therein was approved and reiterated even in the subsequent decisions including the above but for distinguishing for the facts on hand in each of the cases as held by the Apex Court in National Insurance Co. Ltd. Vs. Geeta Bhat and Others, that the principle is the same but for any deviation from factual matrix of each case if at all to say non-liability.

xiii) The Apex court in Lehu (supra), Swaran Singh (supra), Nanjappan (supra), Geetabhat (supra) and several other expressions in the cases relating to no license at all or imperfect and no valid license held that even it is one of breach of terms of policy and violation of rules, since the policy otherwise covers risk, though denied liability from no valid license, in the absence of showing such violation is to the conscious knowledge of insured-owner, insurer is to pay and recover.

xiv) Even in Geetabhat (supra) it was held reiterating the principle laid down in the above decisions after referring the above among other several decisions that when insurer seeks to avoid liability on ground of fake or no licence of driver of the vehicle of the insurer, but for saying no licence issued by RTO in name of the driver, even taken alleged licence as fake, insurer has to pay to the third party claimants and recover from insured.

xv) In fact, in Swaran Singh's case (supra), the Apex Court observed that it is the obligation on the part of owner to take equitable care to see that the driver had an appropriate license to drive the vehicle. The question as regards the liability of owner vis-a-vis the driver being not possessed of a valid license concerned, at para-89, it was observed that Section 3 of the Act casts an obligation on a driver to hold an effective driving license for the type of vehicle which he intends to drive. Section 10 of the Act enables the Central Government to prescribe forms of driving licenses for various categories of vehicles mentioned in sub-section (2) of this Section. The various types of vehicles described for which a driver may obtain a license for one or more of them are: (a) motorcycle without gear, (b) motorcycle with gear, (c) invalid carriage, (d) light motor vehicle, (e) transport vehicle, (f) road roller, and (g) motor vehicle of other specified description.

xvi) Furthermore, in Oriental Insurance Co. Ltd. Vs. Brij Mohan and Others, while holding that insurance company has no liability, however, invoked Article 142 and 136 of the Constitution in directing the insurer to pay first and recover from the tractor owner. It was in fact on a close reading discloses not a mere case of exercise of exclusive jurisdiction of the Apex Court from the fact that it contains the general observation that interest of justice would be sub-served in giving such a direction to pay and recover having regard to the scope and purport of

Section 168 of the MV Act, 1988.

xvii) In another judgment of two judges bench in National Insurance Company Limited Vs. Parvathneni and Another Appeal (Civil) C.C. No. 10993 of 2009, the Apex Court doubted the correctness of the directions issued in various judgments to the insurer to pay even though not liable and therefrom formulated issues for consideration by a larger bench

xviii) In fact, by referring to the above expression in Swaran Singh's case (supra), the Andhra Pradesh High Court in an appeal by insurance company, observed The New India Assurance Company Limited Vs. G. Sampoorna and Others, from paras-6 onwards that insurer raised the contention of driver was not having valid license at the time of accident and examined employee of Regional Transport Office, besides employee of the insurance company and the owner of the vehicle did not speak anything. No evidence produced by claimants to show that there was a license or it was even if lapsed renewed later. However, the Tribunal held that even in the absence of driving license, insurance company has to pay and recover rather than escaping from liability for the claimants are not parties to the contract of insurance of the vehicle between insurer and insured.

xix) The High Court therefrom held that the conclusion is not acceptable from reading of Section 149(2)(a) r/w Section 3 of the Act and by referring to Vidhyadhar Mahariwala" case (supra) in saying the statute itself excludes insurer's liability in such a case, thereby the fact whether the claimant being a third party is not a privy to the policy between insurer and insured has no relevance. It is however, by referring to the Swaran Singh (supra) apart from the earlier expressions referred therein, observed that the proposition laid down in Swaran Singh (supra) is referred to a larger bench and it is still pending. In Swaran Singh (supra) it was held that the Tribunals and the Courts in exercise of their jurisdiction to issue any direction for pay and recovery, consider, depending upon facts and circumstances of each case and in the event such a direction has been issued despite arriving at a finding of fact to the effect that the insurer has been able to establish that the insured has committed a breach of contract of insurance u/s 149(2)(a)(ii) of the Act, the insurance company shall be entitled to realise the award amount from owner or driver, as the case may be, in execution of the same award in view of Sections 165 and 168 of the Act.

xx) It is from this, the Court in Sampoorna (supra) from para-13 onwards observed that "In my opinion from the afore-extracted passage of the judgment, it is evident that direction to the insurance company to pay the compensation does not automatically follow in every case where the insurance company is found not liable. The same depends upon the facts and circumstances of each case. In all the aforementioned cases, which were referred to by the Supreme Court, directions were given on the facts of each case and considered the fact that the provisions of the Act dealing with insurance and payment of compensation are beneficial in nature". In paragraph 81 of Swaran Singh

(supra), it was observed that right to avoid liability in terms of Section 149(2) is restricted as has been discussed herein before. It is one thing to say that the insurance companies are entitled to raise a defence; but it is another thing to say that despite the fact that its defence has been accepted, having regard to facts and circumstances of the case, the Tribunal has power to direct them to satisfy the decree at the first instance and then direct recovery of the same from the owner. These two matters stand apart and require contextual reading.

xxi) The Supreme Court in subsequent judgments have not treated the previous judgments including Swaran Singh (supra) as laying down unexceptionable principle that in every claim brought before the Tribunal, the insurance company should be directed to pay compensation amount first even though its defence was found accepted, as evident from some of the later expressions like in National Insurance Co. Ltd. Vs. Bommithi Subbhayamma and Others,

xxii) By referring to the above, from paragraph 20, the High Court in Sampoorana (supra) observed that on the strength of the discussion undertaken above, it is not possible for this Court to treat the judgment in Swaran Singh (supra) as containing mandatory directions to Tribunals and Courts to invariably direct the insurer to pay at first instance and recover from owner of the vehicle even though they are held not liable. Pending resolution of the issues by the larger bench of the Supreme Court, it would be reasonable to understand the judgment in Swaran Singh (supra) as leaving discretion to the Tribunals and the Courts to give appropriate directions depending upon facts and circumstances of each case.

xxiii) By applying the ratio in Swaran Singh (supra) at para-21 of the judgment, the High Court held that some amount that was already deposited by the insurance company, which holds good to withdraw, and for the rest, insurance company is not liable.

6. In fact besides Lehu (supra), Swaran Singh's (supra) and Nanjappan (supra) in holding that from lack of license or fake license or imperfect or defective license, in the absence of proof of conscious knowledge of owner, the insurer can be ordered firstly to satisfy the claimants by indemnifying the owner and then recover from owner and driver;

i) Even in the subsequent expressions of the Apex Court in Kusum Lata and Others Vs. Satbir and Others, it was held that the Tribunal has got inherent power to issue such directions to insurer to pay and recover.

ii) Even in the latest expression of the Apex Court in S. Iyyapan Vs. United India Insurance Company Ltd. and Another, a two judge bench of the Apex Court held that even though the insurer has taken the defence that there is a breach of conditions of the policy excluding from liability, from the driver is not duly licenced in during the crime vehicle when met with accident, third party has a statutory right to recover compensation from insurer and it was for the insurer to proceed against the insured for recovery of amount paid to third party in case there was any breach of condition of Insurance policy.

7. From the above legal principles and in the factual matrix of case, the fact that the accident was the result of the rash and negligent driving of the 1st respondent crime lorry bearing No. AP 37 W 5858 insured with the 2nd respondent covered by Ex. B1 policy is proved from the evidence of P.Ws. 1 and 2 apart from the contents of Ex. A1 FIR No. 136 of 2006, Ex. A5 final report from the death of the driver through the investigation of the case and Ex. A4 MVI report apart from Ex. A2 and Ex. A3 inquest report and postmortem report, is not in dispute. Thus the only thing is to be seen is whether the owner and insurer are liable to pay compensation if so to what amount and with what liability respectively. R.Ws. 1 and 2 are the witnesses examined on behalf of 2nd respondent insurer of the crime vehicle to say that as per Ex. X2, the copy of driving license of the driver of the crime vehicle, the license though obtained validly the same was expired by the date of accident and it was not renewed within the statutory period of 30 days. The fact that earlier there was a valid driving license to drive the crime vehicle by the driver of the vehicle is not in dispute in the factual matrix. The fact that after the accident the said driver breathed the last is also not in dispute and thereby the question of renewal of the license of a dead person practically does not arise much less to accept. It is not the evidence either from cross examination of P.Ws. 1 and 2 or from the mouth in chief of R.Ws. 1 and 2 on behalf of the 2nd respondent insurer of the crime vehicle that non renewal of the license caused any defect on the part of the driver and that resulted the accident much less there is any conscious knowledge to the owner of the vehicle about earlier valid license was lapsed and not renewed. In the absence of which, it is a fit case for pay and recover including from the above expressions of the Apex Court in Swaran Singh (supra), Lehu (supra), Nanjappa (supra), Kusumlata (supra) and S. Iyyappa (supra).

8. Having regard to the above, it is the insurer also along with the insured owner of the crime vehicle jointly and severally liable to pay compensation to the claimants and then it is for the insurer to pay to the claimants and then to recover from the owner of the vehicle by filing execution petition in the same award without need of any separate proceedings.

9. Before coming to decide, what is just compensation in the factual matrix of the case, it is apt to state that perfect compensation is hardly possible and money cannot renew a physique or frame that has been battered and shattered, nor relieve from a pain suffered as stated by Lord Morris. In Ward v. James 1965 (1) All. ER. 563, it was observed by Lord Denning that award of damages in personal injury cases is basically a conventional figure derived from experience and from awards in comparable cases. Thus, in a case involving loss of limb or its permanent inability or impairment, it is difficult to say with precise certainty as to what compensation would be adequate to sufferer. The reason is that the loss of a human limb or its permanent impairment cannot be measured or converted in terms of money. The object is to mitigate hardship that has been caused to the victim or his or her legal representatives due to sudden demise. Compensation awarded should not be inadequate and should neither be

unreasonable, excessive nor deficient. There can be no exact uniform rule in measuring the value of human life or limb or sufferance and the measure of damage cannot be arrived at, by precise mathematical calculation, but amount recoverable depends on facts and circumstances of each case. Upjohn LJ in *Charles House Credit v. Tolly* 1963 (2) All. E.R. 432 remarked that the assessment of damages has never been an exact science and it is essentially practical. Lord Morris in *LORD v. in* 555 All.E.R (1) 1969 *Cleaver, Parry Morris* observed that to compensate in money for pain and for physical consequences is invariably difficult without some guess work but no other process can be devised than that of making a monetary assessment though it is impossible to equate the money with the human sufferings or personal deprivations. The Apex Court in *R.D. Hattangadi Vs. M/s. Pest Control (India) Pvt. Ltd. and Others*, held that in its very nature whatever a Tribunal or a Court is to fix the amount of compensation in cases of accident, it involves some guess work, some hypothetical consideration, some amount of sympathy linked with the nature of the disability caused. But all the aforesaid elements have to be viewed with objective standard. Thus, in most of the cases involving Motor Accidents, by looking at the totality of circumstances, an inference may have to be drawn and a guess work has to be made even regarding compensation in case of death, for loss of dependent and estate to all claimants; care, guidance, love and affection especially of the minor children, consortium to the spouse, expenditure incurred in transport and funerals etc., and in case of injured from the nature of injuries, pain and sufferance, loss of earnings particularly for any disability and also probable expenditure that has to be incurred from nature of injuries sustained and nature of treatment required.

10. In this regard, it is well laid down by the Apex Court (Three Judges Bench) in the latest expression in *Rajesh and Others Vs. Rajbir Singh and Others*, at paras-1 and 7 referring to the earlier expressions in *Smt. Sarla Verma and Others Vs. Delhi Transport Corporation and Another*, and *Nagappa Vs. Gurudayal Singh and Others*, that compensation which appears to it to be just, has to be assessed and awarded by the Tribunal set up u/s 166 of the Act. The expression "just compensation" has been explained in *Sarla Verma's* case (cited supra) holding that the compensation awarded by the Tribunal does not become just compensation merely because the Tribunal considered it to be just. "Just compensation" is an adequate compensation which is fair and equitable, on the facts and circumstances of the case, to make good the loss suffered as a result of the wrong, as far as money can do so, by applying the well settled principles relating to award of compensation.

11. From the above legal position, coming to the quantum of compensation concerned, the amount awarded by the Tribunal is Rs. 3,00,000/- (Rupees three lakhs only) out of the claim of Rs. 4,00,000/- (Rupees four lakhs only). The deceased was aged about 38 years as per Ex. A2 and Ex. A3 inquest and post mortem reports and for the age of the person about 36 to 40 years, the multiplier applicable is 15 as per *Sarla Verma* (supra) and thus multiplier

adopted by the Tribunal of 16 as per the award in para 10 at page 5 is not correct. Coming to multiplicand, the Tribunal has taken the earnings of the deceased as agricultural coolie, at the rate of Rs. 2,000/- per month against their claim Rs. 4,000/- per month average. From the fact that the accident was occurred on 29.11.2006, and the Apex Court way back in Lata Wadhwa and Others Vs. State of Bihar and Others, held that even agricultural labourer or domestic contribution of a house wife or for a non earning member, the minimum earnings to be taken at Rs. 3,000/- per month. By taking said amount at Rs. 3,000/- per month without taking any prospective and future earning capacity of the deceased by escalation of 30% as laid down in Rajesh (supra), after 1/4th amount deducted towards personal expenses of the deceased from the dependents are more than three as laid down in Rajesh (supra) it comes to Rs. $36,000 \times 7 =$ Rs. 4,05,000/-, loss of consortium Rs. 1,00,000/- (Rajesh supra), funeral expenses Rs. 25,000/- (Rajesh supra) and loss of estate Rs. 10,000/- by not giving any additional amount towards love, care and guidance as the sons and daughters who are aged more than 15 years even as on the date of accident and claim petition; it comes to more than the claim of Rs. 4,00,000/-; thus the claim of Rs. 4,00,000/- can be awarded as just compensation. Coming to the rate of interest, from the settled proposition of law in Tamil Nadu State Transport Corporation Ltd. Vs. S. Rajapriya and Others, , Sarla Varma (supra) and Rajesh (supra) from the steep fall in the bank interest rate since past several years and the appellate Court also got the discretionary power to award reasonable rate of interest from the drastic fall in bank rate of interest in bank rate as laid down by the Apex Court D.D.A. and Others Vs. Joginder S. Monga and Others, and thus u/s 171 of the MV Act interest is awarded at 7 1/2% per annum from date of claim petition till realization. Accordingly, Point-1 for consideration is answered.

POINT-2:

Accordingly and in the result, the appeal is allowed by awarding compensation as prayed for of Rs. 4,00,000/- with interest 7 1/2% per annum from the date of claim till the date of realization with joint and several liability of the insurer and insured (respondents 1 and 2) to pay by the insurer and then to recover. The respondents shall deposit said amount within one month, failing which the claimants can execute and recover. It is made clear from the settled expressions of the Apex Court in United India Insurance Co. Ltd. V. Lehu (supra) and Nanjappan (supra) that the insurer is entitled, while depositing the amount payable, if not deposited or paid any amount so far to deposit in bank to approach the Tribunal to direct the RTA concerned not to register any transfer of the crime vehicle and to seek for attachment of the crime vehicle or other property of the insured as an assurance for execution and recovery in the same proceedings or under revenue recovery as per the MV Act, 1988 and also ask the Tribunal not to disburse the deposited amount to claimants (but for to invest in a bank) till such attachment order is made and made absolute from appearance and hearing. However, after the same, the Tribunal shall not withhold the amount of the claimants, if there is any necessity to permit for any withdrawal but for to

invest the balance in fixed deposit in a nationalized bank. Rest of the terms of the award of the Tribunal holds good with proportionate increase of the enhanced compensation. There is no order as to costs.

Miscellaneous petitions, if any pending in this appeal, shall stand closed.