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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of Decision: 04th October , 2016**

+ **C.M. (MAIN) 957/2016**

MOHD RIZWAN

..... Petitioner

Through: Mr. Lokesh Kumar Mishra,
Advocate

Versus

UCO BANK

..... Respondent

Through: Mr. Sarfaraz Khan and Mr. Ataur
Rehman, Advocates for UCO
Bank

CORAM:

HON'BLE MR. JUSTICE J.R. MIDHA

JUDGMENT (ORAL)

1. Vide award dated 12th May, 2016, the Claims Tribunal awarded Rs.22,90,495/- to the petitioner along with interest @ 9% per annum. The Claims Tribunal released Rs.20,495/- to the petitioner and directed the balance amount to be kept in four FDRs of equal amount for a period of 10 years.

2. The petitioner filed an application for release of Rs.7 lakh which was rejected by the Claims Tribunal vide order dated 15th September, 2016, which is under challenge in this petition.

3. The petitioner is present in Court along with his counsel and he submits that he has taken loan of more than Rs.8 lakh for his treatment. The particulars of the loan are given in the affidavit dated 01st October, 2016.

4. In *New India Assurance Co. Ltd. v. Ganga Devi*, IV (2010) ACC 28, this Court directed the Claims Tribunals to consider releasing the award amount to the victims in a phased manner. The

relevant para of the judgment is reproduced hereunder:-

“15. It was pointed out by the counsel for the claimants that the Claims Tribunals were passing directions for releasing part of the award amount and the remaining amount was kept in fixed deposit for a long period due to which the claimants were unable to meet their exigencies and had to approach the Tribunal again and again for release of the award amount. It was suggested by the counsel for the claimants that a direction be given to the Claims Tribunal to keep the amount in fixed deposit in such a manner that the claimants get the award amount in a phased manner which will take care of their exigencies such as illness, marriage of children, education etc.

16. The Claims Tribunal to consider keeping the award amount in fixed deposit in a phased manner depending upon the financial status and financial needs of the claimants. For example, if a sum of Rs.5,50,000 has been awarded to the claimants, Rs.50,000 may be released immediately and the remaining amount of Rs.50,000 may be kept in 10 fixed deposits of Rs.50,000 each for a periods of six months, one year, one and a half years, two years and so on till five years or one year, two years, three years and so on till ten years.

17. If the claimants are school/college going children, the maturity period of the fixed deposit receipts be kept preferably in the month of ‘March’ every year so that the family is able to meet the annual expenses towards the admission and tuition fee of the children.”

5. In the Modified Claims Tribunal Agreed Procedure formulated by this Court in **Rajesh Tyagi v. Jaibir Singh**, I (2015) ACC 838 (Del.), this Court observed that:-

“28. Protection of the award amount

The Claims Tribunal shall, depending upon the financial status and financial need of the claimant(s), release such amount as may be considered necessary and direct the remaining amount to be kept in fixed deposits in phased manner (for example, if a sum of Rs.5,50,000/-

has been awarded to the claimants, Rs.50,000/- may be released immediately and the remaining amount of Rs.5,00,000/- may be kept in 10 fixed deposits of Rs.50,000/- each for a periods of six months, one year, one and a half years, two years and so on till five years or one year, two years, three years and so on till ten years). The Claims Tribunal may also consider imposing following conditions with respect to the fixed deposits:-

- (i) The interest on the fixed deposits be paid monthly to the Claimant(s).*
- (ii) The monthly interest be credited automatically in the saving account of the claimant(s).*
- (iii) Original fixed deposit receipts be retained by the bank in safe custody. However, a passbook of the FDRs be given to the claimant(s) along with the photocopy of the FDR. At the time of maturity, the fixed deposit amount shall be automatically credited in the savings bank account of the Claimant(s).*
- (iv) No cheque book be issued to the claimant(s) without permission of the Court. However, a photo identity card be issued to the claimant(s) and the withdrawal be permitted upon production of the identity card.*
- (v) No loan, advance or withdrawal be allowed on the fixed deposits without permission of the Court.*
- (vi) The Bank shall not permit any joint name(s) to be added in the savings bank account or fixed deposit accounts of the victim.*
- (vii) Half yearly statement of account be filed by the Bank in the Tribunal.”*

6. The direction of the Claims Tribunal to keep Rs.22,70,000/- out of Rs.22,90,495/- in FDRs for 10 years is in clear violation of the directions of this Court.

7. The petition is allowed and para 32 of the award dated 12th May, 2015 is set aside. A sum of Rs.28,13,544/- is lying in four FDRs with UCO Bank, Karkardooma Branch. UCO Bank, Karkardooma

Branch is directed to keep Rs.25 lakh in FDRs in the following manner: -

Sr. No.	Duration of FDR	<u>Amount of FDR in favour of Petitioner in (Rs.)</u>
1.	1 month	1,00,000/-
2.	2 months	1,00,000/-
3.	3 months	1,00,000/-
4.	4 months	1,00,000/-
5.	5 months	1,00,000/-
6.	1 year	1,00,000/-
7.	2 years	1,00,000/-
8.	3 years	1,00,000/-
9.	4 years	1,00,000/-
10.	5 years	1,00,000/-
11.	6 years	1,00,000/-
12.	7 years	1,00,000/-
13.	8 years	1,00,000/-
14.	9 years	1,00,000/-
15.	10 years	1,00,000/-
*16.	10 yrs	10,00,000/-
TOTAL		25,00,000/-
* FDR for Rs.10,00,000/- of petitioner (at serial No.16) on maturity shall be renewed by issuing 10 FDRs of Rs.1 lakh each for a period of 1 year, 2 years, 3 years, 4 years, 5 years, 6 years, 7 years, 8 years, 9 years and 10 years.		

8. The balance amount after keeping Rs.25 lakh in FDRs be released to the petitioner by transferring the same to his individual savings bank account.

9. The monthly interest on the FDRs shall be credited in individual savings bank account of the petitioner.

10. At the time of maturity, the fixed deposit amount shall be

credited in the individual savings bank account of the petitioner.

11. All the original FDRs shall be retained by UCO Bank, Delhi High Court Branch. However, the photocopies of the same shall be provided to the petitioner.

12. No cheque book or debit card be issued to the petitioner without permission of this Court.

13. No loan or advance or pre-mature discharge shall be permitted without the permission of this Court.

14. The petitioner shall approach the UCO Bank for completing the formalities for the disbursement of the award amount in terms of this order.

15. UCO Bank, Delhi High Court Branch shall ensure that the savings bank account of petitioner is individual account and not joint account.

16. This Court is pained to note that the Claims Tribunal has not cared to follow the *Modified Claims Tribunal Agreed Procedure*.

17. Copy of this judgment be sent to the presiding officer of the Claims Tribunal who passed the impugned judgment.

18. Copy of this judgment be circulated to all the Motor Accident Claims Tribunals through District Judges concerned.

19. Copy of this judgment be given *dasti* to counsels for the parties under signatures of the Court Master.

OCTOBER 04, 2016
rsk

J.R. MIDHA, J.