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

% **Date of Decision: 19th September, 2016**

+ CM(M) 592/2016

TAZUDDIN ANSARI & ORS Petitioners
Through: Mr. Sudhir Kumar Sharma, Adv.

versus

SATISH KUMAR & ORS Respondents
Through: Mr. Sankar N. Sinha, Adv. for
respondent no.3

CORAM:
HON'BLE MR. JUSTICE J.R. MIDHA

JUDGMENT (ORAL)

1. The accident dated 8th June, 2013 resulted in death of Mst. Khurshida. The deceased was survived by her husband and two minor children who filed the claim petition before the Claims Tribunal.
 2. Vide award dated 20th February, 2016, the Claims Tribunal awarded Rs.14,13,416/- to the petitioners. The Claims Tribunal determined the share of petitioner no.1(husband) as Rs.2,23,416 out of which Rs.23,416/- was directed to be released to petitioner no.1 and Rs.2,00,000/- was directed to be kept in FDR for five years. The balance amount was directed to be kept in two FDRs in the name of petitioners no.2 and 3(minor children of the deceased) till they attain the age of majority.
 3. The insurance company deposited Rs.17,18,427/- (Rs.16,95,011/- towards principal + Rs.23,416/- towards interest) with the Claims Tribunal in terms of the above award. Vide order dated 7th April, 2016, the Claims Tribunal directed release of Rs.23,416/- to petitioner no.1 and the balance
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amount to be kept in FDR as under:

- (i) FDR for Rs.2,95,011/- in the name of petitioner no.1 for five years.
- (ii) FDR for Rs.7,00,000/- in the name of Shahnawaz, petitioner no.2 till he attains the age of majority.
- (iii) FDR for Rs.7,00,000/- in the name of Saddam, petitioner no.3 till he attains the age of majority.

4. Petitioner no.1 filed an application for release of Rs.2,00,000/- out of the FDR for Rs.2,95,011/- on the ground that petitioner no.1 has taken loan of Rs.60,000/- from his brother and has not paid the monthly rent to the landlord for the last 30 months.

5. Vide order dated 16th May, 2016, the Claims Tribunal rejected the application on the ground that it is not supported by any documentary evidence.

6. 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 the award amount be kept in fixed deposits in a phased manner. The benefit of keeping the award amount in a phased manner is that the beneficiaries get the principal amount in a phased manner to meet their annual exigencies relating to the education, health, marriage, repairs etc. The relevant portion of the judgment is reproduced as under:-

“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.”*

7. This Court is of the view that the Claims Tribunal has not passed the disbursement order in terms of the Modified Claims Tribunal Agreed Procedure. This Court has time and again stressed that the award amount should be kept in fixed deposit in a phased manner. The order dated 07th April, 2016 directing to keep Rs.2,95,011/- in a fixed deposit for five years is in clear violation of the directions of the Court to keep the amount in fixed deposit in a phased manner.

8. The award dated 20th February, 2016 is modified to the following extent:

- (i) The UCO Bank, Karkardooma Court is directed to discharge FDR No.20780310191309 for Rs.2,95,011/- and keep Rs.2 lakh in fixed deposits in the following manner:

Sr. No.	Duration of FDR	<u>Petitioner No.1</u> FDR amount (Rs.)
1.	6 months	Rs.50,000/-
2.	1 yr.	Rs.50,000/-
3.	1½ yrs.	Rs.50,000/-
4.	2 yrs.	Rs.50,000/-
T O T A L		2,00,000/-

- (ii) The balance amount after retaining Rs.2 lakh in FDRs be released to petitioner No.1 by transferring the said amount to his savings bank account.
- (iii) The monthly interest on all the four FDRs shall be credited to petitioner no.1's savings bank A/c No.20780110066935 with UCO Bank, Karkardooma Court.
- (iv) With respect to the FDRs no.20780310191330 and 20780310191316 for Rs.7 lakh each in the name of Master Shahnawaz and Master Saddam, UCO Bank shall credit their monthly interest in the savings bank account of petitioner no.1 every month.
- (v) On the maturity of the aforesaid two FDRs, the UCO Bank shall release Rs.1 lakh each to Master Shahnawaz and Master Saddam and the balance Rs.6 lakh each be again kept in six FDRs each for Rs.1 lakh each for a period of 1 year, 2 years, 3 years, 4 years, 5 years and 6 years in the name of Master Shahnawaz and Master Saddam respectively. After Master Shahnawaz and Master Saddam attain the majority, the monthly interest on their FDRs shall be credited to their individual savings account instead of petitioner no.1.

- (vi) All the original FDRs shall be retained by UCO Bank, Karkardooma Court. However, the photocopies of the same shall be provided to the claimants/petitioners.
 - (vii) No cheque book or debit card be issued to the claimants/petitioners without permission of this Court.
 - (viii) No loan or advance or pre-mature discharge shall be permitted without the permission of this Court.
9. The petitioners shall approach the UCO Bank for completing the formalities for the disbursement of the award amount in terms of this judgment.
10. UCO Bank, Karkardooma Court Branch shall ensure that the savings bank account of petitioner No.1 is individual account and not joint account.
11. The petition is disposed of in the above terms.
12. Copy of this judgment be sent to the Presiding Officer, MACT who had passed the judgment dated 20th February, 2016.
13. Copy of this judgment be sent to all the Claims Tribunals through the District Judge concerned.
14. Copy of this judgment be given *dasti* to counsel for the parties under the signature of the Court Master.

J.R. MIDHA, J.

SEPTEMBER 19, 2016

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